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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

JOSE LUIS DE JESUS JIMENEZ, on behalf
of himself and all others similarly situated,

Plaintiff,

vs.

GRACE STAFFING LLC., a California
limited liability company; RADIANT
SERVICES CORP., a California corporation;
and DOES 1 to 10, inclusive,

Defendants.

Case No. 23STCV10897

**STIPULATION OF SETTLEMENT AND
RELEASE**

Complaint Filed: May 15, 2023
Assigned To: Hon. Samantha P. Jessner
Department: 7

1 This Stipulation of Settlement and Release is entered into by plaintiff Jose Luis De Jesus
2 Jimenez on behalf of himself individually and on behalf of the class members and aggrieved
3 employees as set forth herein, and on behalf of defendant Grace Staffing LLC and defendant
4 Radiant Services Corp., as set forth herein.

5 **IT IS HEREBY STIPULATED AND AGREED** by the undersigned parties, subject to
6 approval by the Court, that the settlement of this action shall be effectuated upon and subject to the
7 following terms and conditions.

8 **I. DEFINITIONS**

9 The following capitalized and defined terms used in this Agreement shall have the
10 following meanings:

11 A. "Action" means the above-referenced class action and PAGA action, filed in the
12 Superior Court of the State of California, County of Los Angeles, Case No. 23STCV10897.

13 B. "Agreement" or "Settlement" means this Stipulation of Settlement and Release and
14 all exhibits hereto.

15 C. "Class" means all current or former non-exempt, hourly paid employees who
16 worked for Grace Staffing and Radiant and were assigned to work at Radiant in California during
17 the Class Period.

18 D. "Class Counsel" means the law firm of Bradley/Grombacher, LLP, located at 31365
19 Oak Crest Drive, Suite 240, Westlake Village, CA 91361 and the law firm of Majarian Law Group
20 APC, located at 18250 Ventura Boulevard, Tarzan, CA 91356.

21 E. "Class Member" means a current or former non-exempt California employee of
22 Grace Staffing who was assigned to work at Radiant who is included within the definition of the
23 Class.

24 F. "Class Period" means the time period from and including May 15, 2019 through
25 June 22, 2025.

26 G. "Court" means the Superior Court of the State of California for the County of Los
27 Angeles, including, without limitation, the actions and orders of any assigned judge for the Action.

28 H. "Defendants" means the defendants in the Action – Grace Staffing LLC and Radiant

1 Services Corp.

2 I. “Grace Staffing” means defendant Grace Staffing LLC

3 J. “Radiant” means defendant Radiant Services Corp.

4 K. “Defendants’ Counsel” means the law firm LightGabler LLP, located at 760 Paseo
5 Camarillo, Suite 300, Camarillo, California, 93010 and the law firm The Farano Law Group APC,
6 located at 4501 East La Palma Avenue Suite 240, Anaheim, CA 92807.

7 L. “Radiant’s Counsel” means the law firm LightGabler LLP, located at 760 Paseo
8 Camarillo, Suite 300, Camarillo, California, 93010.

9 M. “Grace Staffing’s Counsel” means the law firm The Farano Law Group APC,
10 located at 4501 East La Palma Avenue Suite 240, Anaheim, CA 92807.

11 N. “Distribution Formula” means the formula used to calculate each Settlement Class
12 Member’s and PAGA Aggrieved Employee’s proportionate share of the Net Settlement Sum. The
13 Distribution Formula is as follows: each Settlement Class Member shall be allocated an individual
14 settlement payment amount based on the number of workweeks each Settlement Class Member
15 worked for Defendants as an hourly, non-exempt employee in California during the Class Period.
16 The individual settlement payment for each Settlement Class Member who does not opt out shall
17 be calculated as follows: (a) the number of workweeks each Settlement Class Member worked;
18 divided by (b) the aggregate number of workweeks for all Settlement Class Members; and then
19 multiplied by (c) the Net Settlement Sum. Because PAGA Aggrieved Employees cannot opt out of
20 the PAGA claims, each PAGA Aggrieved Employee, whether or not a Settlement Class Member,
21 shall also receive his or her individual share of the PAGA Payment calculated as follows: (a) the
22 number pay periods each PAGA Aggrieved Employee worked as an hourly non-exempt employee
23 for Defendants in California during the PAGA Period; divided by (b) the aggregate number of pay
24 periods worked by all PAGA Aggrieved Employees during the PAGA Period; and then multiplied
25 by the employee’s portion (*i.e.* 25%) of the PAGA Payment. The Parties agree that the Distribution
26 Formula may be changed or modified as the Court in its discretion deems appropriate for purposes
27 of adjudicating, effectuating, or exercising jurisdiction over the Settlement, without affecting the
28 enforceability of this Settlement by the Parties hereto. #

1 O. "Effective Date" means the date when all of the conditions set forth in Section IV,
2 paragraph O below – "Effective Date of Agreement" – have occurred.

3 P. "Final Judgment" means the order (or orders) entered and filed by the Court entering
4 final judgment and ending the Action pursuant to the terms of this Agreement.

5 Q. "Generally Released Claims" means any and all claims, actions, causes of action,
6 rights, demands, debts, obligations, damages, accountings, or any other matters of whatever nature,
7 known or unknown, which the releasing party may have arising out of or relating to any of the
8 matters, acts or omissions described or referred to in the Action, or in any way arising from or
9 relating to the prior relationship, involvement, or contact between the Parties as of the date of the
10 Parties signing this Agreement, whether referred to in the Action or not, as of the date of the Parties
11 signing this Agreement. By way of example, the Generally Released Claims includes any claims
12 or causes of actions arising out of or related in any way to the releasing party's prior relationships
13 and interactions with the Released Parties, including, without limitation, any claims (whether state,
14 federal, or administrative) for compensation, salaries, wages, bonuses, commissions, overtime,
15 benefits, sick pay, holiday pay, vacation, paid time off, severance pay, paid leave benefits,
16 penalties, premiums, liquidated damages, interest, damages, back or front pay, lost profits or
17 opportunities, costs, expenses, attorneys' fees, employee benefits, promises concerning any of the
18 above, remedies of any other type, breach of contract or duty, fraud, misrepresentation, defamation,
19 discrimination or harassment in any form, retaliation, breach of the implied covenant of good faith
20 and fair dealing, wrongful or tortious discharge in violation of statute or public policy, intentional
21 or negligent infliction of emotional distress, or any other claims arising under any federal, state,
22 local or other governmental statute or ordinance, including without limitation, the National Labor
23 Relations Act; Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1991; the
24 Americans with Disabilities Act of 1990; the Fair Labor Standards Act; the Occupational Safety
25 and Health Act; the Consolidated Omnibus Budget Reconciliation Act of 1985; the Older Workers
26 Benefit Protection Act; the Worker Adjustment and Retraining Notification Act ("WARN"); the
27 Employee Retirement Income Security Act of 1974; the Family and Medical Leave Act of 1993;
28 the Rehabilitation Act of 1973; the Internal Revenue Code of 1986, as amended; the Service

1 Contract Act; the California Fair Employment and Housing Act; the California Family Rights Act;
2 the California Labor Code (including the Private Attorneys General Act); the California Civil Code;
3 the California Government Code; the California Constitution; and any and all claims for penalties,
4 punitive damages, exemplary damages, attorneys' fees and costs, as well as any other statutes, laws
5 regulations or damages of similar content or effect.

6 R. "Gross Settlement Sum" or "GSS" means the total maximum settlement payment
7 and monetary amount to be paid under this Settlement, which is One Hundred and Fifty Thousand
8 Dollars and No Cents (\$150,000.00), with Grace Staffing obligated to pay One-Hundred and Ten
9 Thousand Dollars (\$110,000) and Radiant obligated to pay Forty Thousand Dollars (\$40,000).

10 S. "Net Settlement Sum" or "NSS" means the Gross Settlement Sum less amounts
11 deducted pursuant to this Agreement for the Court-approved PAGA Payment, settlement
12 administration costs, attorneys' fees and costs awarded to Class Counsel, and the service award
13 awarded to Representative Plaintiff. The Net Settlement Sum will constitute the total sum available
14 for Settlement Payments from which Class Members will be paid under the Settlement.

15 T. "Notice Packet" means the mailing to Class Members consisting of the Class Notice,
16 the Objection Form, the Exclusion Form, and the Dispute Form. The proposed form of the Class
17 Notice, Objection Form, Exclusion Form, and Dispute Form are attached hereto as Exhibits A, B,
18 C, and D respectively, and the Parties agree that Exhibits A, B, C, and D may be changed or
19 modified as the Court in its discretion deems appropriate for purposes of adjudicating, effectuating,
20 or exercising jurisdiction over the Settlement, without affecting the enforceability of this Settlement
21 by the Parties hereto.

22 a. "Class Notice" means the written notice sent to Class Members following the
23 Preliminary Approval Order which summarizes and explains the Settlement and
24 Class Members' options in connection with the Settlement. The proposed Class
25 Notice is attached hereto as Exhibit A.

26 b. "Objection Form" means the written form sent to Class Members following the
27 Preliminary Approval Order by which a Class Member may submit an objection
28 to the Settlement. The proposed Objection Form is attached hereto as Exhibit B.

1 c. "Exclusion Form" means the written form sent to Class Members following the
2 Preliminary Approval Order by which a Class Member may exclude himself or
3 herself from the class action portion of the Settlement (*i.e.* opt out), though not
4 from the settlement of the PAGA claim. The proposed Exclusion Form is
5 attached hereto as Exhibit C.

6 d. "Dispute Form" means the written form sent to Class Members following the
7 Preliminary Approval Order by which a Class Member may dispute the number
8 of qualified workweeks he or she has been credited with for purposes of
9 calculating that Class Member's Settlement Payment. The proposed Dispute
10 Form is attached hereto as Exhibit D.

11 U. "PAGA Aggrieved Employees" means all current or former non-exempt, hourly
12 paid employees who worked for Grace Staffing and Radiant and were assigned to work at Radiant
13 in California during the PAGA Period.

14 V. "PAGA Payment" means the payment amount that the Court approves as the
15 payment from the GSS to settle and resolve the Private Attorneys General Act ("PAGA") claim in
16 the Action.

17 W. "PAGA Period" is the period from June 11, 2022 through June 22, 2025.

18 X. "PAGA Released Claims" means any and all wage and hour claims, rights,
19 demands, debts, liabilities, causes of action, primary rights, or claims for civil penalties arising out
20 of or related to work performed by PAGA Aggrieved Employees for any acts or omissions during
21 the PAGA Period that: 1) are alleged or were alleged, or could have been alleged in the PAGA
22 claim in the Action (including any previously filed complaint in the Action) or any PAGA
23 administrative exhaustion/notice letter# including any previously submitted administrative
24 exhaustion/notice letter); or 2) arise out of, are comprised of, and/or are related to the facts, matters,
25 transactions or occurrences alleged in the complaints in the Action, whether under federal, state, or
26 common law, including, violations of the California Labor Code, the California Business and
27 Professions Code sections 17200 et seq., and the Fair Labor Standards Act. By way of illustration
28 only and not as a limitation, "PAGA Released Claims" includes all claims for civil penalties

1 available for the above-referenced claims and theories of relief, including, without limitation, any
2 claims for unpaid or untimely payment of any wages or other amounts owed, unpaid minimum
3 wage, unpaid overtime, unpaid double-time pay, non-compliant meal periods or rest breaks or for
4 premium pay, provisions regulating hours and days of work in any IWC order, failure to provide
5 sick pay or COVID-19 supplemental pay, any claims for suitable seating or relating to indoor heat,
6 failure to provide notice of paid sick time accrual, requiring a written agreement to any term or
7 condition known to be prohibited by law, unreimbursed expenses, failure to timely pay wages
8 during employment or upon separation and for waiting-time penalties, failure to maintain accurate
9 records or provide requested records, failure to provide accurate, itemized wage statements or other
10 wage statement violations, unfair business practices, and including any claims arising therefrom
11 for any monetary or non-monetary relief, and claims for attorneys' fees, expenses, and costs, that
12 may be obtained under the PAGA statute.

13 Y. "Parties" means the parties to this Agreement, including specifically Representative
14 Plaintiff, individually and on behalf of all Class Members and PAGA Aggrieved Employees, and
15 Defendants.

16 Z. "Preliminary Approval Order" means the Order entered and filed by the Court that
17 preliminarily approves the terms and conditions of this Settlement, including, without limitation,
18 the manner and content of providing notice to the Class.

19 AA. "Released Parties" means Grace Staffing LLC and Radiant Services Corp. and their
20 respective affiliates, subsidiaries, parents, predecessors, successors, assigns, owners, shareholders,
21 managing agents, officers, directors, employees, attorneys, insurers, administrators, agents,
22 representatives, heirs, estates, and powers-of-attorney.

23 BB. "Representative Plaintiff" means plaintiff Jose Luis De Jesus Jimenez, individually
24 and on behalf of all Class Members and PAGA Aggrieved Employees

25 CC. "Settled Claims" means any and all wage and hour claims, rights, demands, debts,
26 liabilities, causes of action, primary rights, or claims for relief arising out of or related to work
27 performed by Settlement Class Members during the Class Period that: 1) are alleged, were alleged,
28 could have been alleged in the complaints in the Action (including previously filed complaints in

1 the Action); or 2) arise out of, are comprised of, and/or are related to the facts, matters, transactions
2 or occurrences alleged in the complaints in the Action, whether under federal, state, or common
3 law, including, violations of the California Labor Code, the California Business and Professions
4 Code sections 17200 et seq., and the Fair Labor Standards Act. By way of illustration only and not
5 as a limitation, “Settled Claims” includes all types of recovery and relief available for the above-
6 referenced claims and theories of relief, including, without limitation, any claims for unpaid or
7 untimely payment of any wages or other amounts owed, unpaid minimum wage, unpaid overtime,
8 unpaid double-time pay, non-compliant meal periods or rest breaks or for premium pay, provisions
9 regulating hours and days of work in any IWC order failure to provide sick pay or COVID-19
10 supplemental pay, any claims for suitable seating or relating to indoor heat, failure to provide notice
11 of paid sick time accrual, requiring a written agreement to any term or condition known to be
12 prohibited by law, unreimbursed expenses, failure to timely pay wages during employment or upon
13 separation and for waiting-time penalties, failure to maintain accurate records or provide requested
14 records, failure to provide accurate, itemized wage statements or other wage statement violations,
15 unfair business practices, and including claims arising therefrom for damages, reimbursement,
16 restitution, losses, penalties, fines, liens, attorneys’ fees, costs, expenses, debts, interest, injunctive
17 or declaratory relief, chargebacks, liquidated damages or similar relief. “Settled Claims” does not
18 include claims for vested retirement benefits, wrongful termination, violation of the Fair
19 Employment and Housing Act, unemployment insurance, disability, social security, or workers’
20 compensation.

21 DD. “Settlement Administrator” means ILYM Group, Inc., the neutral third-party class
22 action settlement administrator the Parties have agreed to appoint to administer the Settlement as
23 provided herein, subject to approval by the Court.

24 EE. “Settlement Class Member” means each Class Member who does not validly
25 exclude himself or herself from this Settlement (*i.e.* opt out) pursuant to the terms herein.

26 FF. “Settlement Class” means all Settlement Class Members.

27 GG. “Settlement Fairness Hearing” or “Final Approval Hearing” means the Court
28 hearing (or hearings) following providing notice to the Class at which Representative Plaintiff and

1 Class Counsel will request that the Court determine whether to fully and finally approve the
2 fairness, reasonableness, and adequacy of the terms and conditions of the Settlement, and request
3 that the Court take other necessary and appropriate actions as provided under the terms herein.

4 HH. "Settlement Payment" means the payment to a Class Member under the terms of
5 this Agreement as part of this Settlement, which includes an individual's respective portion of the
6 Net Settlement Sum and/or an individual's respective portion of the PAGA Payment where
7 applicable.

8 II. "Unknown Claims" means a person's released claims which such person does not
9 know or suspect to exist in that person's favor at the time of this Settlement, including such claims
10 which, if known by such person, might have affected such person's decision to enter into this
11 Settlement and agree and accept the releases herein. As to any person's release of its Unknown
12 Claims, that person expressly waives and relinquishes, to the fullest extent permitted by law, the
13 provisions, rights, and benefits of Section 1542 of the California Civil Code, which provides:

14 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR
15 OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR
16 HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN
17 BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER
18 SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

19 As to a person's release of its Unknown Claims, that person also waives any and all
20 provisions, rights and benefits conferred by any law of any state or territory of the United States,
21 or principle of common law, or of international or foreign law, which is similar, comparable or
22 equivalent to Section 1542 of the California Civil Code. A person releasing Unknown Claims may
23 hereafter discover facts in addition to or different from those which he, she, or it now knows or
24 believes to be true with respect to its released claims, but hereby stipulates and agrees that with this
25 Settlement such person fully releases any and all released claims, known or unknown, suspected or
26 unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist,
27 or heretofore have existed, upon any theory of law or equity, including, but not limited to, conduct
28 which is negligent, intentional, with or without malice, or a breach of any duty, law, or rule, without

1 regard to the subsequent discovery or existence of such different or additional facts.

2 **II. RECITALS**

3 A. Representative Plaintiff Jimenez filed his class action complaint on May 15, 2023
4 in Los Angeles County Superior Court, and amended the complaint to add a representative PAGA
5 causes of action on August 15, 2023, collectively referred to herein as the “Action.” In the Action,
6 Representative Plaintiff has sought compensatory and other damages, penalties, restitution,
7 interest, costs, attorney's fees, injunctive and declaratory relief, and such further relief deemed
8 appropriate by the Court on the basis of Representative Plaintiff’s asserted causes of action and
9 claims and allegations set forth in the Action.

10 B. Following the filing of the Action and initial investigations and assessments being
11 conducted by the Parties, the Parties scheduled and conducted a daylong mediation on March 24,
12 2025 with a well-recognized and highly-experienced class / PAGA action and employment law
13 mediator – Mr. Steven Paul, Esq. At the mediation, a settlement in principle was reached between
14 the Parties. The terms of the Parties’ provisional settlement were memorialized in a written
15 document and that forms the basis for this settlement agreement.

16 C. As will be further detailed and discussed in Representative Plaintiff’s motion for
17 preliminary approval of the Settlement, Class Counsel, with the assistance of Representative
18 Plaintiff, has conducted a substantial investigation of the facts and law during the prosecution of
19 this Action. This has also included obtaining class information as to the composition of the Class,
20 and obtaining, and analyzing and reviewing a variety of documents and other materials relating to
21 the policies and practices of Defendants as these relate to the asserted claims, and engaging in
22 various damages analyses and assessments in connection with the issues and liability theories in
23 the case.

24 D. Representative Plaintiff and Class Counsel have concluded, after taking into account
25 the disputed factual and legal issues involved in this Action, the risks, expenses, and delay involved
26 in the further prosecution of this case, and the benefits to be received by the Class pursuant to the
27 compromise and settlement of the Action at this stage, as set forth in this Agreement, that settlement
28 on the terms set forth herein is in the best interest of Representative Plaintiff and the Class and is

1 fair and reasonable. In particular, Class Counsel and Representative Plaintiff understand the
2 uncertainties and risks associated with the class certification process, as well as the potential risks
3 associated with legal and factual defenses expected to be raised by Defendants. In light of such
4 risks and the additional costs and delay that would attend any ultimate recovery if achieved, the
5 settlement set forth herein is fair and reasonable.

6 E. Defendants as well have concluded that there are benefits associated with settling
7 this Action at this stage. After taking into account the disputed factual and legal issues involved in
8 the Action, the expense and burden of protracted litigation, and Defendants' desire to resolve the
9 case and matters at issue and avoid incurring further costs in connection with defending against the
10 Action, Defendants believe that settlement on the terms set forth in this Agreement is in its best
11 interest. Without admitting or conceding liability based on Representative Plaintiff's asserted
12 claims, Defendants hereby enter into this Agreement and agree as provided herein to pay the Gross
13 Settlement Sum, with Grace Staffing obligated to pay One-Hundred and Ten Thousand Dollars
14 (\$110,000) and Radiant obligated to pay Forty Thousand Dollars (\$40,000), in payment for such
15 settlement in order to resolve this litigation and bar further litigation on the terms and conditions
16 set forth in this Agreement and in order to avoid the burden, expense, and uncertainty associated
17 with continued litigation.

18 NOW THEREFORE, in consideration of the recitals listed above and the promises and
19 releases set forth below, and intending to be legally bound and acknowledging the sufficiency of
20 the consideration and undertakings set forth herein, Representative Plaintiff individually and on
21 behalf of the Class and PAGA Aggrieved Employees, on the one hand, and Defendants, on the
22 other hand, agree that the Action shall be, and is finally and fully compromised and settled, on the
23 following terms and conditions:

24 **III. RELEASE OF CLAIMS**

25 As a material part of this Agreement and in exchange for payment of the Gross Settlement
26 Sum by Defendants in accordance with this Agreement:

- 27 1. Representative Plaintiff fully, finally, and forever releases, relinquishes, settles,
28 and discharges all Settled Claims against the Released Parties, all Generally

1 Released Claims against the Released Parties, and all Unknown Claims against
2 the Released Parties.

3 2. All Settlement Class Members fully, finally, and forever release, relinquish,
4 settle, and discharge all Settled Claims against the Released Parties.

5 3. All PAGA Aggrieved Employees and Representative Plaintiff (individually and
6 on behalf of the Labor & Workforce Development Agency) fully, finally, and
7 forever release, relinquish, settle, and discharge all PAGA Released Claims
8 against the Released Parties.

9 **IV. PRELIMINARY APPROVAL, CLASS NOTICE, CLAIMS PROCESS, AND**
10 **SETTLEMENT FAIRNESS HEARING, AND EFFECTIVE DATE**

11 A. Procedures. As part of this Agreement, the Parties hereto agree to the following
12 procedures for seeking and obtaining the Court's preliminary approval of the Settlement,
13 certifying the Class for purposes of settlement, notifying Class Members concerning the Settlement,
14 seeking and obtaining the Court's final approval of the Settlement, and administering the
15 Settlement.

16 B. Stipulation To Class Certification For Settlement Purposes Only. For purposes of
17 settlement only, the Parties hereto stipulate that all of the requisites for establishing class
18 certification for settlement purposes have been met. In the event this Settlement is not approved by
19 the Court or otherwise fails to become effective (including through the failure of any condition
20 precedent), the conditional class certification provided for herein for settlement purposes only shall
21 be void ab initio and of no force or effect, and shall not be admissible in any judicial, administrative
22 or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural.

23 C. Preliminary Approval of Settlement. Upon execution of this Agreement,
24 Representative Plaintiff shall request that the Court enter a Preliminary Approval Order. The
25 Preliminary Approval Order shall:

- 26 1. Preliminarily approve the proposed Settlement and this Agreement;
- 27 2. Approve the plan for the provision of notice to Class Members under this
28 Agreement, including the form of the Class Notice;

- 1 3. Approve the procedure for Class Members to exclude themselves/opt out of the
- 2 Settlement, including setting a deadline for Class Members to submit
- 3 exclusion/opt out requests;
- 4 4. Approve the procedure for Class Members to object to the Settlement or dispute
- 5 the workweek or other data used to calculate a Class Member's individual
- 6 settlement payment, including setting a deadline for Class Members to submit
- 7 such objections or disputes; and
- 8 5. Schedule the Settlement Fairness Hearing for final approval of this Settlement.

9 D. Motions For Preliminary And Final Approval And Coordination. Defendants will
10 not oppose Representative Plaintiff's motions for preliminary and final approval of the Settlement
11 provided such motions and related materials are consistent with the terms of this Agreement as set
12 forth herein. Defendants may, but is under no obligation to, file their own motions and related
13 materials in connection with seeking Court approval or review of the Settlement, provided such
14 motions and related materials are consistent with the terms of this Agreement as set forth herein.
15 Subject to the Court ordering hearing and other dates the Court believes are appropriate, the Parties
16 shall meet and confer in an attempt to set mutually agreeable hearing dates for both the motions for
17 preliminary and final approval and any other hearing or scheduled events in connection with the
18 Settlement.

19 E. Class Notice. Notice of the Settlement shall be provided to Class Members.
20 Representative Plaintiff and Class Counsel believe and agree that the proposed procedures for such
21 notice provide the best practicable notice to Class Members.

- 22 1. Transfer of Class Data to Settlement Administrator. Within fifteen (15) calendar
- 23 days after entry of the Preliminary Approval Order, Grace Staffing will provide
- 24 the Settlement Administrator the name, last known address, and Social Security
- 25 number of each Class Member, along with their weeks worked during the Class
- 26 Period and pay periods worked during the PAGA Period. The Settlement
- 27 Administrator will use such information for purposes of calculating each Class
- 28 Member's share of the Net Settlement Sum and for mailing of the Notice Packet.

1 The Settlement Administrator will keep this information confidential and use it
2 only for the purposes described herein.

3 2. Notice To Class. Within fifteen (15) calendar days after transfer of the above-
4 referenced data for the Class to the Settlement Administrator, the Settlement
5 Administrator will send the Notice Packet to Class Members, by first-class mail,
6 at their last known address. Prior to mailing, the Settlement Administrator shall
7 process the class list through the United States Postal Service's National
8 Changed of Address database to determine the most current address of all Class
9 Members.

10 3. Re-Mailing Notice Packet. Notice Packets that are returned by the postmaster
11 as undeliverable shall be re-mailed by the Settlement Administrator within five
12 (5) calendar days of receipt subject to and in accordance with the following
13 terms. If a forwarding address appears on the return envelope of any returned
14 Notice Packet, then the Settlement Administrator shall re-mail the Notice Packet
15 to that forwarding address. If no forwarding address appears on the return
16 envelope, then, where possible, the Settlement Administrator shall perform a
17 skip trace using identifying information provided by Grace Staffing and re-mail
18 the Notice Packet to the Class Member's address identified by the skip trace if
19 an address is identified. The Settlement Administrator shall have no
20 responsibility to re-mail a Notice Packet more than once. Class Members to
21 whom the Notice Packet has been re-mailed must take any action required under
22 this Settlement before the expiration of deadlines set forth in the Notice Packet.
23 The time period for opting out of/excluding oneself from the Settlement, or
24 filing an objection or dispute, shall not be extended for a Class Member to whom
25 a Notice Packet has been re-mailed.

26 4. Valid Notice. Upon completion of these steps by the Settlement Administrator
27 and subject to Court approval, this shall be deemed appropriate notice for
28 purposes of the Settlement, and the Settlement Class shall be bound by the terms

1 of the Settlement and Final Judgment. The Settlement Administrator shall
2 provide a declaration of due diligence and proof of mailing with regard to the
3 mailing of the Notice Packet, follow-up communications, and its other duties as
4 specified in the Settlement. Class Counsel shall file the Declaration of the
5 Settlement Administrator at least sixteen (16) court days prior to the Settlement
6 Fairness Hearing.

7 F. Administration / Exclusion / Objection and Dispute Process

8 1. Effectuation and administration of this Settlement does not require submission
9 of a claim form for receipt of a settlement payment. Provided, however, under
10 the terms of this Settlement, as to any Class Member who does not validly opt-
11 out of the Settlement, this Settlement will be fully binding on such Class
12 Member, including the release of claims provided herein, and any assertion by
13 such Class Member that he or she did not receive or submit a claim form, did
14 not receive a settlement payment, or did not receive notice of the Settlement
15 (provided the Notice Packet was mailed to the Class Member) shall be of no
16 force and effect and the Class Member shall be bound by the terms and
17 conditions of this Agreement, and shall also be bound by the Court's judgment
18 in this Action, including the release of claims against the Released Parties as
19 provided in this Agreement.

20 2. Class Members may choose to exclude themselves/opt out of this Settlement.
21 To do so, Class Members must within forty-five (45) calendar days after the
22 Settlement Administrator first mails the Notice Packet, mail to the Settlement
23 Administrator a written request to exclude themselves/opt out of the Settlement
24 which unambiguously requests to be excluded from the Settlement in
25 conformance with the Exclusion Form, including, this being signed by the Class
26 Member, and including his/her name, address, and last four digits of his/her
27 social security number. A Class Member that submits a valid request to exclude
28 themselves/opt out will not participate in or be bound by the Settlement.

1 Provided, however, with respect to the PAGA portion of the Settlement,
2 including the release of PAGA claims, a Class Member that opts out of the
3 Settlement will be bound by the Settlement as it pertains to the PAGA portion
4 of the Settlement. A Class Member who does not validly exclude himself or
5 herself from the Settlement will be subject to and bound by the terms and
6 conditions of the Settlement upon entry of the Court's order granting final
7 approval to the Settlement. Dates of mailing in connection with this Settlement
8 shall be determined by the postmark date.

9 3. Any Class Member who does not validly exclude himself or herself from the
10 Settlement may object to the Settlement or dispute the workweek or other data
11 used to calculate a Class Member's individual settlement payment as provided
12 herein. Objections and disputes must be submitted within forty-five (45)
13 calendar days from the postmark date of when the Notice Packet is initially sent
14 and must be submitted in conformance with the Objection Form and/or Dispute
15 Form and this Settlement, including, being signed by the Class Member and
16 providing the other information provided for therein. A Class Member who
17 objects to the Settlement, or disputes the workweek or other data used to
18 calculate a Class Member's individual settlement payment, may enter an
19 appearance *in propria persona*, or through his/her own attorney. If the Court
20 approves the Settlement, irrespective of a Class Member's objection or dispute,
21 the Class Member will receive a Settlement Payment and will be bound by the
22 Settlement in all respects, including the release of claims provided herein.

23 4. If a Class Member submits an objection or a dispute, and a request to exclude/opt
24 out, the exclusion/opt-out request will be voided and of no force or effect and
25 the objection and/or dispute will be treated as submitted as though without a
26 request to exclude/opt out.

27 5. All objections, disputes, and opt-out requests shall be sent directly to the
28 Settlement Administrator at the address indicated on the forms. The Settlement

1 Administrator will certify to Class Counsel and Defendants' Counsel which
2 exclusion/opt out requests, objections, and disputes were timely submitted, if
3 any. Upon request, the Settlement Administrator shall also provide Class
4 Counsel or Defendants' Counsel with copies of any forms, materials, or other
5 communications submitted by Class Members to the Settlement Administrator.
6 The Settlement Administrator shall be responsible for calculating each Class
7 Member's share of the Net Settlement Sum. In connection with the Settlement
8 Payments to be made to Settlement Class Members, the Settlement
9 Administrator shall be responsible for withholding all required state and federal
10 taxes and other withholdings, if any, and for communicating this information to
11 Defendants' Counsel and Class Counsel. Upon completion of its processing, the
12 Settlement Administrator shall provide Class Counsel and Defendants' Counsel
13 with a report listing the estimated Settlement Payment that each Class Member
14 is eligible to receive.

15 6. A Class Member who does not timely exclude himself/opt out of the Settlement
16 as described in this Agreement shall be bound by the terms and conditions of
17 this Agreement, and shall also be bound by the Court's judgment in this Action,
18 including the release of claims against the Released Parties as provided in this
19 Agreement. Provided, however, with respect to the PAGA portion of the
20 Settlement, including the release of PAGA claims, a Class Member that
21 excludes himself or herself from the Settlement will be bound by the Settlement
22 as it pertains to the PAGA portion of the Settlement.

23 7. Class Members who fail to submit timely objections or disputes in the manner
24 specified herein shall be deemed to have waived any objections or disputes and
25 shall be foreclosed from making or submitting any objection or dispute in
26 connection with the Settlement, and such Class Members shall be bound by the
27 terms and conditions of this Agreement, and shall also be bound by the Court's
28 judgment in this Action, including the release of claims against the Released

1 Parties as provided in this Agreement.

2 8. PAGA Aggrieved Employees shall have no right to opt out of the PAGA
3 Payment or the release of the PAGA Released Claims.

4 G. Non-Interference With Administration Procedure And Settlement. The Parties
5 hereto and their counsel and/or any other agents shall not seek, solicit, or otherwise encourage Class
6 Members to submit exclusion/opt-out requests, or objections or disputes, in connection with the
7 Settlement.

8 H. Interim Reports By The Settlement Administrator. After expiration of the time
9 period for Class Members to timely request to exclude themselves/opt out, or to submit an objection
10 or dispute, the Settlement Administrator shall provide counsel for the Parties hereto with a
11 declaration setting forth: (a) due diligence and proof of mailing of the Notice Packet; (b) the total
12 number of Class Members who were sent the Notice Packet; (c) the total number of Class Members
13 who submitted documents that were deficient, or disputed the Settlement Payment estimate or
14 related data stated in their Class Notice; (d) the total number of Class Members who submitted
15 valid requests to exclude themselves/opt out, including complete copies of all such requests,
16 including the postmark dates for each; and (e) the total number of Class Members who submitted
17 timely objections to the Settlement, along with complete copies of all objections received, including
18 the postmark dates for each objection. If any additional events or changes in status have occurred
19 with respect to the matters addressed in the Settlement Administrator's declaration, the Settlement
20 Administrator shall provide an updated declaration on these matters three (3) calendar days prior
21 to the date of the Settlement Fairness Hearing, and again, in the event of such events or changes in
22 status, within three (3) calendar days after the Effective Date of the Settlement or such other later
23 date as the Court or the Parties may agree upon.

24 I. Settlement Fairness Hearing. After expiration of the deadline for opting
25 out/excluding oneself and submitting objections and disputes, the Court shall conduct a Settlement
26 Fairness Hearing to determine if it will grant final approval of the Settlement. No later than sixteen
27 (16) court days prior to the Settlement Fairness Hearing, Class Counsel shall file with the Court a
28 motion for final approval of the Settlement and an application for an award of fees, costs, expenses

1 and a service award to Representative Plaintiff, and all declarations in support thereof, and the
2 declaration of the Settlement Administrator, excluding any updated declaration of the Settlement
3 Administrator which may be later presented to the Court or at the time of the hearing. In accordance
4 with the terms of this Settlement, the final approval order shall find and determine that this
5 Settlement is fair, just, equitable, reasonable, and adequate in all of its terms; that the Settlement is
6 in the best interests of the Settlement Class; and that the Parties, the Settlement Class Members,
7 and the PAGA Aggrieved Employees are subject to and shall carry out the provisions of this
8 Agreement as provided herein.

9 N. Final Judgment. Following final approval by the Court at the Settlement Fairness
10 Hearing, Representative Plaintiff will request that the Court enter the Final Judgment.

11 O. Effective Date of Agreement. The “Effective Date” of this Agreement means the
12 date when all of the following have occurred:

- 13 1. This Agreement has been signed by the parties hereto, Class Counsel, and
14 Defendants’ Counsel;
- 15 2. The Court has entered a preliminary approval order;
- 16 3. The Court has granted final approval to the Settlement.
- 17 4. The Court has entered and filed the Final Judgment in accordance with the terms
18 herein; and
- 19 5. The Final Judgment has been made final, which shall occur either: (a) sixty-five
20 (65) days after the notice of entry of the final approval order and judgment, if
21 no motions for reconsideration and no appeals or other efforts to obtain review
22 have been filed; or (b) in the event that a motion for reconsideration, an appeal
23 or other effort to obtain review of the Final Judgment has been filed, the date
24 sixty-five (65) days after such reconsideration, appeal or review has been
25 resolved in favor of the settlement and no other appeal, writ or other appellate
26 court review is possible. In the event any appeal or other challenge is filed
27 concerning the Settlement, administration of the Settlement shall cease and be
28 stayed pending final resolution of such appeal or challenge without reversal or

1 modification to the Settlement and Final Judgment.

2 P. Appellate Review. In the event any appeal is timely filed concerning any of the Court’s
3 orders pertaining to the Settlement, administration of the Settlement shall cease and be stayed
4 pending final resolution of such appeal.

5 **V. SETTLEMENT FUNDS, PROCESSING, AND SETTLEMENT PAYMENT**

6 A. Deposit And Payment of Gross Settlement Sum: Gross Settlement Sum is One
7 Hundred and Fifty Thousand Dollars and No Cents (\$150,000.00), with Grace Staffing obligated
8 to pay One-Hundred and Ten Thousand Dollars (\$110,000) and Radiant obligated to pay Forty
9 Thousand Dollars (\$40,000). Within twenty (20) calendar days after the Effective Date, Defendants
10 shall deposit with the Settlement Administrator their respective shares of the Gross Settlement Sum.
11 The Claims Administrator shall then deposit the Gross Settlement Sum into an interest-bearing
12 account.

- 13 1. The Gross Settlement Sum to be paid as provided above includes all payments
14 to Settlement Class Members for the Settlement Payments and payment for all
15 penalties, costs, and fees in connection with the Settlement, including the PAGA
16 Payment, Representative Plaintiff’s and Class Counsel’s attorney fees and costs,
17 Settlement Administrator fees, Representative Plaintiff’s service payment, and
18 employee-side state and federal taxes and withholdings.
- 19 2. Separate from its Gross Settlement Sum payment obligation, Grace Staffing,
20 alone, shall be responsible for paying employer-side taxes owed in connection
21 with the Settlement.
- 22 3. Defendants shall have no obligation to make any additional payment over and
23 above their respective portion of Gross Settlement Sum payment obligation set
24 forth herein, except for Grace Staffing’s payment of employer-side state and
25 federal payroll taxes that are owed on that portion of the settlement allocated as
26 W-2 wages, or unless required under the paragraph below entitled “Material
27 Increase In Defendants’ Workweek Number.”

28 B. Failure to Satisfy Payment Obligation. In the event any Defendant hereto fails to

1 satisfy its payment obligation as provided herein, Representative Plaintiff, in his sole discretion,
2 shall have the option to: a) terminate this Settlement as to only such non-paying Defendant; or b)
3 seek to enforce the Settlement, including, without limitation, initiating proceedings to collect any
4 unpaid amount by such non-paying Defendant. Any failure by Grace Staffing to make any payment
5 due by it under this Settlement shall not obligate Radiant to pay any amount in addition to Radiant's
6 agreed payment amount, and in such event, this Settlement shall remain binding and enforceable
7 by and against Radiant. Any failure by Radiant to make any payment due by it under this Settlement
8 shall not obligate Grace Staffing to pay any amount in addition to Grace Staffing's agreed payment
9 amount, and in such event, this Settlement shall remain binding and enforceable by and against
10 Grace Staffing.

11 C. Distribution Of Gross Settlement Sum. The Gross Settlement Sum, which shall be
12 paid as set forth above, shall be distributed in accordance with the Court's final approval and other
13 orders to the following recipients: a) Settlement Class Members to pay sums owed to Settlement
14 Class Members under the Distribution Formula with each Settlement Class Member's share of
15 payroll taxes and other withholdings deducted therefrom being paid to the appropriate taxing and
16 other authorities by the Settlement Administrator; b) to the LWDA and PAGA Aggrieved
17 Employees to pay the PAGA Payment (and the individual PAGA payments in connection
18 therewith); c) Representative Plaintiff to pay for any service award approved by the Court; d) to
19 the Settlement Administrator to pay for administration costs for the administration of the Settlement
20 as approved by the Court; and e) to Class Counsel to pay for attorneys' fees and costs approved
21 and awarded by the Court. To clarify and for avoidance of doubt, this paragraph specifies the
22 recipients of the Gross Settlement Sum distributions, not the amount of or formula for such
23 distributions or the relative sequencing of such distributions to recipients.

24 D. Timing of Gross Settlement Sum Distribution. With respect to the timing of the
25 distribution of the Gross Settlement Sum, this shall be distributed by the Settlement Administrator
26 as provided herein within fifteen (15) calendar days after the Defendants have deposited the Gross
27 Settlement Sum.

28 E. PAGA Payment. As part of seeking Court approval of the Settlement,

1 Representative Plaintiff will petition the Court to approve the Settlement and resolution of the
2 PAGA claim in the Action. Representative Plaintiff will request that the Court approve \$10,000 as
3 the PAGA Payment for purposes of settling and resolving the PAGA claim, with 75% of such
4 amount to be paid to the Labor and Workforce Development Agency and the remaining 25% to be
5 paid to PAGA Aggrieved Employees in accordance with their calculated share as provided under
6 the Distribution Formula. If the Court requires a greater amount as the PAGA Payment under this
7 Settlement, Defendants shall not be required to contribute an additional amount. Rather, any
8 additional amount required to secure PAGA settlement approval in accordance with this Settlement
9 shall be deducted from the Net Settlement Sum and shall not be grounds for the Parties hereto to
10 object to or reject this Settlement. The Parties hereto agree that regardless of the amount of the
11 PAGA Payment that the Court approves, the enforceability of this Settlement shall not be affected.
12 In connection with seeking Court approval of the Settlement, Representative Plaintiff shall submit
13 a copy of this Agreement and any Court approval thereof to the LWDA in accordance with the
14 PAGA statutory scheme. The Court's ruling on the amount of the PAGA Payment (whether
15 awarded as requested or altered at the discretion of the Court) shall not affect the enforceability of
16 this Agreement, or the ability of the Court to otherwise approve the Settlement. Class Members
17 shall have no right to opt out of the release of the PAGA Released Claims and will receive their
18 respective portion of the PAGA Payment (where applicable) regardless of whether they opt out of
19 the Settlement.

20 F. Application For Attorneys' Fees And Costs. Class Counsel will petition the Court
21 for an award of attorneys' fees and costs and may petition the Court for an award of attorneys' fees
22 in an amount not to exceed 33.3% of the Gross Settlement Sum. This sum is intended to compensate
23 Class Counsel for the work it has and will perform in this Action, including, but not limited to,
24 investigating, initiating, and litigating Representative Plaintiff's and the Class' claims, negotiating
25 and documenting the Settlement, seeking and obtaining Court approval of the Settlement,
26 continuing counsel's work in connection with the administration and implementation of the
27 Settlement, and obtaining Final Judgment in the Action. Class Counsel shall also be entitled to seek
28 reimbursement from the Gross Settlement Sum of all documented out of pocket costs related to the

1 Action incurred by Class Counsel, separate from their request for attorneys' fees. Defendants agree
2 not to oppose Class Counsel's request for an award of fees and costs as provided herein. The
3 Court's ruling on Class Counsel's application for attorney fees and costs (whether awarded as
4 requested or altered at the discretion of the Court) shall not affect the enforceability of this
5 Agreement, or the ability of the Court to otherwise approve the Settlement.

6 G. Service Award To Representative Plaintiffs. Class Counsel will petition the Court
7 for a service award to Representative Plaintiff in the amount of \$7,500. The service award
8 Representative Plaintiff shall be in addition to whatever monetary settlement payment
9 Representative Plaintiff receives for purposes of her Settlement Payment. The Court's ruling on
10 the request for a service award (whether awarded as requested or altered at the discretion of the
11 Court) shall not affect the enforceability of this Agreement, or the ability of the Court to otherwise
12 approve the Settlement.

13 H. Settlement Administration. The Parties have selected ILYM Group, Inc. as the
14 Settlement Administrator for the Settlement, and Class Counsel will seek Court approval of ILYM
15 Group, Inc. as the Settlement Administrator. The Gross Settlement Sum shall be paid to or
16 transferred to the Settlement Administrator or a qualified settlement fund established by the
17 Settlement Administrator in accordance with the payment terms and time periods set forth above.
18 The Settlement Administrator's duties shall include, without limitation: establishing a qualified
19 settlement fund for administering this Settlement; calculating, processing, and sending each Class
20 Member's share of the Net Settlement Sum and PAGA Payment; processing Class Members
21 through the United States Postal Service's National Change of Address database; formatting,
22 printing, and mailing the Notice Packets; processing any exclusion requests and objections from
23 Class Members; processing, following up and resolving disputes regarding Settlement Payment
24 calculations; performing necessary searches on notices returned as undeliverable; providing
25 required disclosures and declarations to the Parties and the Court concerning the status and
26 administration of the Settlement; processing and distributing Settlement Payments, tax deductions,
27 and tax forms; receiving, depositing, and distributing the Gross Settlement Sum in accordance with
28 the Settlement and the Court's orders related thereto; providing declaration(s) as necessary in

1 support of preliminary and/or final approval of the Settlement; and other tasks as the Parties
2 mutually agree upon or the Court orders the Settlement Administrator to perform. The Settlement
3 Administrator shall be responsible for all tax filing and reporting. Class Members assume full
4 responsibility and liability for the payment of taxes and withholdings due by them on all payments
5 made in connection with the Settlement. The Settlement Administrator's fees and costs shall be
6 deducted from the Gross Settlement Sum. Representative Plaintiff, Class Counsel, Defendant, and
7 Defendant's Counsel shall have no responsibility for validating or ensuring the accuracy of the
8 Settlement Administrator's work, but will work with the Settlement Administrator to facilitate
9 accurate settlement administration to the best of their abilities. Representative Plaintiff, Class
10 Counsel, Defendants, and Defendants' Counsel shall not bear any responsibility for errors or
11 omissions by the Settlement Administrator in the calculation or distribution of the Settlement
12 Payments. All disputes relating to the Settlement Administrator's performance of its duties shall be
13 referred to the Court, if necessary, which shall have continuing jurisdiction over the terms and
14 conditions of the Settlement until all payments and obligations contemplated by the Settlement
15 have been fully satisfied and carried out.

16 I. Class Member Settlement Payment and Payment Amount Dispute Procedure. The
17 Notice Packet will be individualized and include a statement of a recipient Class Member's
18 estimated Settlement Payment as calculated based on available records from Grace Staffing and
19 the Distribution Formula.

20 If a Class Member chooses not to challenge the information set forth in the Notice
21 Packet, the Class Member need not do anything, and payment will be made in accordance with the
22 Notice Packet and the Distribution Formula.

23 If a Class Member wishes to challenge his or her individualized information
24 pertaining to his or her Settlement Payment (e.g. weeks or hours worked, employment status,
25 payment amount, etc.) as set forth in the Notice Packet, that Class Member must submit a written,
26 signed Dispute Form along with any supporting documents or other supporting information to the
27 Settlement Administrator within sixty (60) calendar days of the postmark date in which the Notice
28 Packet was mailed to the Class Member. No challenge will be timely if postmarked more than

1 forty-five (45) calendar days after the date the Notice Packet was mailed to the Class Member.

2 Within five (5) calendar days from the date the Settlement Administrator receives
3 notice of the dispute, the Settlement Administrator will send to Class Counsel and Defendants’
4 Counsel a copy of the documentation submitted in connection with such challenge. Class Counsel
5 or Defendants’ Counsel may supply information to the Settlement Administrator concerning any
6 such challenge but are not obligated to do so. While the Settlement Administrator shall consider all
7 information submitted, Defendants’ records will be subject to a rebuttable presumption of
8 correctness for purposes of determining a Class Member’s individualized information pertaining
9 to his or her Settlement Payment amount. Within ten (10) calendar days from the date the
10 Settlement Administrator receives documentation from the Class Member concerning the dispute,
11 the Settlement Administrator will make a final and binding determination without hearing or right
12 to appeal and communicate that determination to the Class Member, Class Counsel, and
13 Defendants’ Counsel. Disputes concerning Settlement Payments, and any unresolved or
14 outstanding claims or challenges concerning the Settlement shall be settled and resolved prior to
15 distribution of the Gross Settlement Sum.

16 J. Settlement Payment Allocation. In distributing Settlement Payments, the
17 Settlement Administrator shall indicate the percentage of each payment attributable to wages
18 subject to employment taxation, and the percentage of each award attributable to penalties, interest,
19 or other category subject only to income taxation. To the extent any Class Member’s payment must
20 be wired or otherwise delivered in a manner other than through issuance of a check via regular
21 mail, any and all additional administrative fees and required withholdings will be paid from that
22 Class Member’s Settlement Payment.

23 K. Withholdings And Taxes. For purposes of allocation of Settlement Payments, thirty
24 percent (30%) shall constitute wages (“wage portion”), and ten percent (10%) shall be interest and
25 sixty percent (60%) shall be penalties (with the interest and penalties portion being collectively
26 referred to as “non-wage portion”), and each individual’s respective portion of the PAGA Payment
27 shall be treated as 100% penalties.

28 The Settlement Administrator shall determine the amount of employee and

1 employer owed withholdings or taxes and this amount shall be withheld from each Class Member
2 Settlement Payment. All such withholdings or taxes shall be remitted by the Settlement
3 Administrator to the proper governmental taxing authorities. Each Class Member shall be
4 responsible for the payment of any and all taxes on any funds paid to such Class Member pursuant
5 to this Agreement.

6 The Settlement Administrator shall be responsible for ensuring that all taxes and
7 withholdings to be paid out of the Gross Settlement Sum are timely paid to the appropriate
8 authorities. The Settlement Administrator's responsibilities include the following: (i) the
9 determination and filing of all federal, state and local employment tax deductions and other
10 withholdings, (ii) the timely and proper filing of all required federal, state and local forms (*e.g.*,
11 1099s, W-2s, *etc.*) with the appropriate taxing authorities, and (iii) the completion of any other
12 steps necessary for compliance with any tax obligations of the Settlement under federal, state
13 and/or local law, as applicable. The Settlement Administrator shall furnish Defendants' Counsel
14 with copies of forms detailing the payment of taxes and withholdings (including all 1099 and W-
15 2 information returns) sufficient to prove that such payments were properly remitted. The
16 Settlement Administrator shall provide at Defendant Counsels' request a final accounting
17 adequate to demonstrate compliance with all withholding, payment, and reporting obligations.

18 Defendants, Defendants' Counsel, Representative Plaintiff, and Class Counsel make no
19 representation as to the tax treatment or legal effect of the payments called for hereunder, and
20 Representative Plaintiff and Class Members are not relying on any statement, representation, or
21 calculation by Defendants, Defendants' Counsel, Representative Plaintiff, Class Counsel, or the
22 Settlement Administrator in this regard. Representative Plaintiff and Class Members understand
23 and agree that they will be solely responsible for the payment of any taxes and penalties assessed
24 on the payments described herein. Each Settlement Class Member and PAGA Aggrieved Employee
25 agrees to indemnify the Released Parties for any tax obligations arising out of payments to him or
26 her made under the Settlement.

27 L. Unused Settlement Funds. Any uncashed Settlement Payment check issued to a
28 Class Member that remains uncashed after one-hundred and eighty (180) calendar days after being

1 issued shall be deemed null and void, and the funds shall escheat to the State of California's
2 unclaimed property fund in the name of the Class Member, and it shall be the Settlement
3 Administrator's obligation and responsibility to remit the escheated funds to the State of California
4 in the name of the Class Member in accordance with the state's procedures for the escheatment of
5 such funds.

6 M. Interest. The interest on funds deposited by Defendants in connection with the
7 Settlement shall inure pro rata to the party to whom the underlying funds are ultimately paid out or
8 distributed.

9 **VI. MISCELLANEOUS**

10 A. Material Increase in Defendant's Workweek Number. Based on the records
11 provided by Grace Staffing in connection with the mediation that occurred on March 24, 2025,
12 there are 10,901 workweeks during the Class Period. If the total number of workweeks worked by
13 Class Members during the Class Period exceed 10,901 by more than 10% (i.e., if the total is greater
14 than 11,991.1 workweeks), then the Gross Settlement Sum shall be proportionally increased above
15 the 10% threshold. For example, if the total number of workweeks worked by Class Members
16 during the Class Period increases by 11%, beyond the 11,991.1 workweeks, the Gross Settlement
17 Amount will increase by 1% (actual increase minus the 10% tolerated increase). Grace Staffing,
18 alone, shall be responsible for paying any amount above the 10% threshold and that amount is in
19 addition to and separate from the amount that Grace Staffing is responsible for as set forth in
20 Section I, Paragraph R and Section V, Paragraph A. Radiant's sole payment responsibility shall
21 remain the amount that Radiant is responsible for as set forth in Section I, Paragraph R and Section
22 V, Paragraph A.

23 B. Defendant Termination Option. If more than ten percent (10%) of Class Members
24 validly opt-out of the Settlement, then either Grace Staffing or Radiant may, in their sole discretion,
25 terminate this Settlement within fourteen (14) calendar days after receiving written notice from the
26 Settlement Administrator of the number of all opt-out requests received during the opt-out period.
27 In the event either Grace Staffing or Radiant exercises such option to terminate the Settlement as
28 provided in this paragraph, then the Parties will be restored to their respective positions vis-a-vis

1 one another in the litigation as of the Parties' mediation date, March 24, 2025. The Parties, Class
2 Counsel and Defendants' Counsel agree that they shall not seek, solicit, or otherwise encourage
3 Class Members to submit exclusion/opt-out requests or objections to the Settlement. Representative
4 Plaintiff agrees he will not opt-out of or object to the settlement. The notice of termination by either
5 Grace Staffing or Radiant pursuant to this paragraph shall be sent to Class Counsel via email.

6 C. Stay of Litigation Activity. Besides the Parties' efforts to effectuate the Settlement
7 as provided herein, litigation activity shall otherwise cease during the period the Parties seek to
8 effectuate this Settlement.

9 D. Automatic Voiding of Agreement If Settlement Not Finalized. In the event the
10 Effective Date does not occur or the Settlement does not become final for any other reason, the
11 Settlement shall be null and void and any order entered by the Court in furtherance of this
12 Settlement shall be treated as void *ab initio*. In such case, the Parties shall return to the status quo
13 as if the Parties had not entered into this Settlement. In such event, this Agreement, all negotiations,
14 Court orders, and proceedings relating thereto shall be without prejudice to the rights of the Parties
15 hereto, and all evidence relating to the Settlement and all negotiations shall not be admissible,
16 discoverable, or otherwise used in the Action, in any other litigation, or otherwise.

17 E. No Admission of Liability or Wrongdoing. Representative Plaintiff, both as the
18 Class representative and in his individual capacity, and Defendants, have entered into this
19 Agreement to resolve the dispute or disputes that have arisen between them and to avoid the burden,
20 expense and risk of continued litigation. In entering into this Settlement, Defendants do not admit,
21 and specifically denies that: they have violated any federal, state, or local law; violated any
22 regulations or guidelines promulgated pursuant to any statute or any other applicable laws,
23 regulations or legal requirements; breached any contract; violated or breached any duty; engaged
24 in any misrepresentation or deception; or engaged in any other unlawful or improper conduct with
25 respect to its employees or operations. Neither this Agreement, nor any of its terms or provisions,
26 nor any of the negotiations connected with it, shall be construed as an admission or concession in
27 any way, including for purposes of proving as to Defendants any violation(s) or failure(s) to comply
28 with any applicable law. Except as necessary in a proceeding to enforce the terms of this

1 Agreement, this Agreement and its terms and provisions shall not be offered or received as evidence
2 in any action or proceeding to establish any liability or admission on the part of Defendants or to
3 establish the existence of any condition constituting a violation of, or noncompliance with, federal,
4 state, local or other applicable law. In addition, as set forth herein, the Parties intend this Settlement
5 to be contingent upon preliminary and final Court approval of this Agreement, and the Parties do
6 not waive, and instead expressly reserve, their respective rights to prosecute and defend this Action
7 as if this Agreement never existed in the event that the Settlement is not fully and finally approved
8 as set forth herein

9 F. No Credit Toward Benefit Plans. The Settlement Payments made to Class Members
10 under this Agreement shall not be utilized to claim or calculate any additional benefits or
11 compensation under any Defendant benefit or compensation plan to which any Class Member may
12 otherwise be subject to or eligible for, including, but not limited to: profit-sharing plans, bonus
13 plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, paid time off plans, and
14 any other Defendant benefit or compensation plan. Any payment or payments made under this
15 Agreement shall be the sole compensation and benefit to Class Members under this Settlement,
16 irrespective of whether a plan document or other agreement provides otherwise.

17 G. Binding Effect of Agreement On Settlement Class Members and PAGA Aggrieved
18 Employees. Upon the Effective Date, all Settlement Class Members and PAGA Aggrieved
19 Employees shall be bound by and subject to this Agreement. In addition, unless a Class Member
20 validly opts out of/excludes himself or herself from the Settlement as described in this Agreement,
21 he or she shall be deemed to be bound by and subject to this Agreement regardless of whether such
22 Class Member received a Settlement Payment.

23 H. Binding Upon Successors and Assigns. This Agreement shall be binding upon, and
24 inure to the benefit of the successors or assigns of the Parties hereto.

25 I. Amendment or Waiver Only In Writing. This Agreement and its terms may only be
26 amended, modified, or waived only by a written instrument signed by the Parties or their
27 successors-in-interest, and which is approved by the Court.

28 J. Entire Agreement. This Agreement and any attached exhibits constitute the entire

1 agreement between the Parties relating to the Settlement and the related transactions contemplated
2 herein. All prior or contemporaneous agreements, understandings and statements, whether oral or
3 written, and whether by a Party or its counsel, are merged herein. No oral or written representations,
4 warranties or inducements have been made to any Party concerning this Agreement or its exhibits
5 other than the terms, representations, warranties, and covenants contained and memorialized in
6 such documents.

7 K. Authorization to Execute Agreement and Effectuate Settlement and Agreement to
8 Cooperate. The Parties hereto warrant and represent that they are authorized to negotiate and agree
9 to this Settlement as provided herein and to take all appropriate action required or permitted to be
10 taken by such parties pursuant to this Settlement and to otherwise effectuate its terms. The Parties
11 themselves and through their respective counsel will cooperate with each other to effect the
12 implementation of this Agreement. This Settlement shall be enforceable by motion under California
13 Code of Civil Procedure §664.6, notwithstanding the confidentiality provisions of California
14 Evidence Code §§1119, et seq. or otherwise.

15 L. Representative Plaintiff Representation and Warranty Re: No Other Action.
16 Representative Plaintiff Jimenez hereby warrants and represents that he has not filed any complaint,
17 lawsuit, grievance, demand for arbitration, charge, and/or any other claim against any of the
18 Released Parties with any court, governmental or administrative agency or any other entity
19 asserting any claim or claims released herein.

20 M. Non-Disparagement. To the fullest extent permitted by law, Representative Plaintiff
21 agrees not to disparage or publish or disseminate information (nor encourage or solicit the
22 disparagement or the dissemination of such information), whether oral or written, that is derogatory
23 in any manner or which may be harmful to Defendants' or their management personnel's business
24 or personal reputation, whether such information was acquired before, during, or after
25 Representative Plaintiff's employment with Defendants.

26 N. No Prior Assignment. The Parties hereto represent, covenant, and warrant that they
27 have not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer,
28 or encumber to any person or entity any portion of any liability, claim, demand, action, cause of

1 action or rights herein released and discharged except as set forth herein.

2 O. Governing Law. All terms of this Agreement and the exhibits hereto shall be
3 governed by and interpreted according to the laws of the State of California, except to the extent
4 that federal law requires federal law to govern.

5 P. Counterparts. This Agreement may be executed in one or more counterparts and by
6 facsimile or electronic transmittal. All executed copies of this Agreement, and photocopies thereof
7 (including facsimile or electronic copies of the signature pages), shall have the same force and
8 effect and shall be as legally binding and enforceable as the original.

9 Q. Exhibits. This Agreement includes the attached exhibits.

10 R. Construction. The Parties have reached this Agreement through arms-length
11 negotiations. This Agreement has been drafted jointly by counsel for the Parties. Hence, for
12 purposes of any construction or interpretation of this Agreement, the Agreement shall not be
13 construed against either party as the principal drafter of the Agreement.

14 S. Retention of Jurisdiction. The Court shall retain jurisdiction with respect to the
15 interpretation, implementation, and enforcement of the terms of this Agreement and all orders and
16 judgments entered in connection therewith, and the Parties and their counsel hereto submit to the
17 jurisdiction of the Court for purposes of interpreting, implementing and enforcing the Settlement
18 embodied in this Agreement and all orders and judgments entered in connection therewith.

19 T. No Signature Required By Class Members On Settlement Agreement. Because the
20 Class Members are so numerous, it is impossible or impractical to have each one execute this
21 Agreement. The Notice Packet will advise Class Members of the binding nature of this Settlement,
22 and this Agreement shall have the same force and effect as if this Agreement were executed by
23 each Class Member, subject to each Class Member's right to exclude himself or herself from the
24 Settlement as provided herein.

25 U. Titles and Captions of No Force. Paragraph titles or captions contained herein are
26 inserted for convenience and ease of reference, and do not define, limit, extend, or describe the
27 scope of the terms of the Agreement and its provisions.

28 V. No Tax Advice. Nothing contained herein constitutes legal advice regarding the

1 taxability or tax consequences of any amounts paid in connection with the Settlement, nor should
2 anything contained herein be relied upon as such, and Class Counsel and Defendants' Counsel are
3 not providing representation or advice regarding tax or withholding matters in connection with this
4 Settlement.

5 W. Confidentiality Preceding Preliminary Approval. The Parties and their counsel
6 agree that, prior to obtaining Preliminary Approval, they will not initiate any contact with Class
7 Members or communicate with Class Members regarding this case and/or the fact, amount, or terms
8 of this Settlement, or issue any press releases or notices, respond to any press inquiry, or have any
9 communication with the press about this case and/or the fact, amount, or terms of this Settlement.
10 This paragraph shall not preclude Class Counsel from discussing the Settlement with
11 Representative Plaintiff. Either party may disclose this Settlement and its terms as necessary to
12 comply with a subpoena, law, or regulation.

13 **IT IS SO STIPULATED AND AGREED.**

14
15 Dated: _____, By: _____
16 Representative Plaintiff Jose Luis De Jesus Jimenez,
17 On Behalf Of Himself, Class Members, and the
18 PAGA Aggrieved Employees

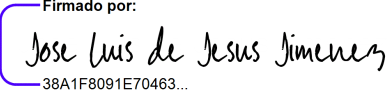
19 Dated: _____, By: _____
20 Defendant Grace Staffing LLC
21 Print Name / Title: _____

22 Dated: _____, By: _____
23 Defendant Radiant Service Corp.
24 Print Name / Title: _____

1 taxability or tax consequences of any amounts paid in connection with the Settlement, nor should
2 anything contained herein be relied upon as such, and Class Counsel and Defendants' Counsel are
3 not providing representation or advice regarding tax or withholding matters in connection with this
4 Settlement.

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9 communication with the press about this case and/or the fact, amount, or terms of this Settlement.
10 This paragraph shall not preclude Class Counsel from discussing the Settlement with
11 Representative Plaintiff. Either party may disclose this Settlement and its terms as necessary to
12 comply with a subpoena, law, or regulation.

13 **IT IS SO STIPULATED AND AGREED.**

14
15 Dated: 6/25/2025, By: 
16 Representative Plaintiff Jose Luis De Jesus Jimenez,
17 On Behalf Of Himself, Class Members, and the
18 PAGA Aggrieved Employees

19 Dated: _____, By: _____
20 Defendant Grace Staffing LLC
21 Print Name / Title: _____

22 Dated: _____, By: _____
23 Defendant Radiant Service Corp.
24 Print Name / Title: _____

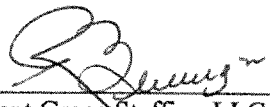
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8 of this Settlement, or issue any press releases or notices, respond to any press inquiry, or have any
9 communication with the press about this case and/or the fact, amount, or terms of this Settlement.
10 This paragraph shall not preclude Class Counsel from discussing the Settlement with
11 Representative Plaintiff. Either party may disclose this Settlement and its terms as necessary to
12 comply with a subpoena, law, or regulation.

13 **IT IS SO STIPULATED AND AGREED.**

14
15 Dated: _____, By: _____
16 Representative Plaintiff Jose Luis De Jesus Jimenez,
17 On Behalf Of Himself, Class Members, and the
18 PAGA Aggrieved Employees

18 Dated: 07-01-2025, By: 
19 Defendant Grace Staffing LLC
20 Print Name / Title: Guiselle SALAZAR
OWNER (manager)

21
22 Dated: _____, By: _____
23 Defendant Radiant Service Corp.
24 Print Name / Title: _____
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1 taxability or tax consequences of any amounts paid in connection with the Settlement, nor should
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9 communication with the press about this case and/or the fact, amount, or terms of this Settlement.
10 This paragraph shall not preclude Class Counsel from discussing the Settlement with
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12 comply with a subpoena, law, or regulation.

13 **IT IS SO STIPULATED AND AGREED.**

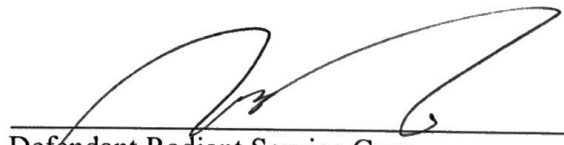
14
15 Dated: _____,

16 By: _____
17 Representative Plaintiff Jose Luis De Jesus Jimenez,
18 On Behalf Of Himself, Class Members, and the
19 PAGA Aggrieved Employees

20 Dated: _____,

21 By: _____
22 Defendant Grace Staffing LLC
23 Print Name / Title: _____

24 Dated: 6/30/25

25 By: 
26 Defendant Radiant Service Corp.
27 Print Name / Title: C.F.O
28 S. KEYWANFAR

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APPROVED AS TO FORM:

BRADLEY/GROMBACHER LLP

6/25/2025

Dated: ~~May~~ ~~xxxxxx~~ 2025

By:

DocuSigned by:
Marcus Bradley
4FC77CC0440240A

Marcus J. Bradley
Counsel for Representative Plaintiff Jose Luis De
Jesus Jimenez, Class Members, and the PAGA
Aggrieved Employees

THE FARANO LAW GROUP APC

Dated: ~~May~~, 2025

July 2, 2025

By:

Charles M. Farano

Charles M. Farano
Counsel for Defendant Grace Staffing LLC

LIGHTGABLER LLP

Dated: June
~~May~~ 30, 2025

By:

Brian Miron Setlur

Brian R. Weilbacher
Brier Miron Setlur
Counsel for Defendant Radiant Services Corp.