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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

STEVE MARTINEZ, an individual, on
behalf of himself and on behalf of all persons
similarly situated,

Plaintiffs,

v.

RADIANT SERVICES CORP., a California
corporation; and DOES 1-50, Inclusive,

Defendant.

Case No. 22STCV23115
(Related to case No. 22STCV37683)

Honorable Samantha P. Jessner
Department 7

**~~PROPOSED~~ JUDGMENT GRANTING
FINAL APPROVAL OF CLASS ACTION
AND PAGA SETTLEMENT**

FILED
Superior Court of California
County of Los Angeles

09/03/2026

David W. Slayton, Executive Officer / Clerk of Court

By: A. Morales Deputy

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1 Plaintiffs’ motion for an order finally approving the Class Action and PAGA Settlement
2 Agreement (“Agreement”) and Motion for Class Counsel Award, Class Counsel Attorneys’
3 Expenses, and Class Representative Service Awards duly came on for hearing on September 3,
4 2026, before the above-entitled Court. The parties having settled this action and the Court having
5 entered an Order Granting Motion for Final Approval of Class Action and PAGA Settlement and
6 good cause appearing therefor,

7 **IT IS HEREBY ORDERED, ADJUDICATED and DECREED THAT:**

8 1. The certification of the Class is confirmed for purposes of settlement. The Class is
9 defined as “All current or former non-exempt, hourly paid employees who were either employed
10 by Defendant Radiant as drivers during the Class Period, or were employed by Defendant
11 Humanitas and were assigned to work at Defendant Radiant in any position in California during
12 the Class Period.” The Class Members shall not include any persons who signed settlement
13 agreements or severance agreements during the normal course of their employment with
14 Defendants. The “Class Period” is defined as the period from December 1, 2018 through July 18,
15 2025.

16 2. All persons who meet the foregoing definition are Class Members. Class Members
17 who did not validly request exclusion (“opt out”) are Settlement Class Members.

18 3. Except as set forth in the Agreement, the Order Granting Motion for Final
19 Approval of Class Action and PAGA Settlement, and this Final Judgment, Plaintiffs, and all
20 members of the Class, shall take nothing in the Actions. Each party shall bear its own attorneys’
21 fees and costs, except as otherwise provided in the Agreement, the Order Granting Motion for
22 Final Approval of Class Action and PAGA Settlement, and this Final Judgment.

23 4. The Court shall retain jurisdiction to construe, interpret, implement, and enforce the
24 Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to
25 supervise and adjudicate any dispute arising from or in connection with the distribution of
26 settlement benefits.

1 5. As of the Effective Date and funding by Defendants of the Gross Settlement Sum
2 in full, Plaintiffs and each Settlement Class Member shall be deemed to have released the
3 “Released Parties” from the “Settled Class Claims” as set forth in the Agreement.

4 6. As used in paragraph 5 above, the quoted terms have the meanings set forth below:

5 a. The “Settled Class Claims” mean any and all wage and hour claims,
6 rights, demands, debts, liabilities, causes of action, primary rights, or claims for relief arising out
7 of or related to work performed by Settlement Class Members during the Class Period that: (1) are
8 alleged, were alleged, or could have reasonably been alleged based on or arising out of facts
9 asserted in the operative complaints in the Actions; or (2) are based on the facts, matters,
10 transactions, or occurrences alleged in the complaints in the Actions, whether under federal, state,
11 or common law, including violations of the California Labor Code, the California Business and
12 Professions Code sections 17200 et seq. arising from the violations of the California Labor Code
13 released herein, and the Fair Labor Standards Act. By way of illustration only and not as a
14 limitation, “Settled Class Claims” includes all types of recovery and relief available for the above-
15 referenced claims and theories of relief, including, without limitation, any claims for unpaid or
16 untimely payment of any wages or other amounts owed, unpaid minimum wage, unpaid overtime,
17 unpaid double-time pay, non-compliant meal periods or rest breaks or premium pay, provisions
18 regulating hours and days of work in any IWC order, failure to provide sick pay or COVID-19
19 supplemental pay, failure to provide notice of paid sick time accrual, unreimbursed expenses,
20 failure to timely pay wages during employment or upon separation and waiting-time penalties,
21 failure to maintain accurate records or provide requested records, failure to provide accurate,
22 itemized wage statements or other wage statement violations, and claims arising therefrom for
23 damages, reimbursement, restitution, losses, penalties, fines, liens, attorneys’ fees, costs, expenses,
24 debts, interest, injunctive or declaratory relief, chargebacks, liquidated damages, or similar relief.
25 “Settled Class Claims” does not include claims for vested retirement benefits, wrongful
26 termination, violation of the Fair Employment and Housing Act, unemployment insurance,
27 disability, social security, or workers’ compensation.

1 b. The “Released Parties” are defined as Humanitas Holdings, Inc. and
2 Radiant Services Corp. and their respective affiliates, subsidiaries, parents, predecessors,
3 successors, assigns, owners, shareholders, managing agents, officers, directors, employees,
4 attorneys, insurers, PEOs, administrators, staffing agencies, agents, representatives, heirs, estates,
5 and powers-of-attorney.

6 7. As of the Effective Date and funding by Defendants of the Gross Settlement Sum
7 in full, all PAGA Aggrieved Employees and Plaintiffs, individually and on behalf of the Labor and
8 Workforce Development Agency, shall be deemed to have released the Released Parties from the
9 “PAGA Released Claims” for the “PAGA Period” as set forth in the Agreement.

10 8. As used in paragraph 7 above, the quoted terms have the meanings set forth below:

11 (a) The “PAGA Released Claims” are defined as any and all claims for civil
12 penalties pursuant to PAGA arising out of or related to work performed by PAGA Aggrieved
13 Employees for any acts or omissions during the PAGA Period that: (1) are alleged or were alleged, or
14 could have reasonably been alleged based on or arising out of facts asserted in the PAGA claim in the
15 operative complaints in the Actions and in Plaintiffs’ PAGA administrative exhaustion/notice letters.
16 By way of illustration only and not as a limitation, “PAGA Released Claims” includes all claims for
17 civil penalties available for the above-referenced claims pursuant to PAGA, including, without
18 limitation, any claims for civil penalties pursuant to PAGA arising from unpaid or untimely payment
19 of any wages or other amounts owed, unpaid minimum wage, unpaid overtime, unpaid double-time
20 pay, non-compliant meal periods or rest breaks or premium pay, provisions regulating hours and days
21 of work in any IWC order, failure to provide sick pay or COVID-19 supplemental pay, unreimbursed
22 expenses, failure to timely pay wages during employment or upon separation and waiting-time
23 penalties, failure to maintain accurate records or provide requested records, failure to provide accurate,
24 itemized wage statements or other wage statement violations, and any claims arising therefrom for any
25 monetary or non-monetary relief, and claims for attorneys’ fees, expenses, and costs that may be
26 obtained under the PAGA statute.

27 (b) The “PAGA Period” is defined as the period from May 13, 2021 to July 18,
28 2025.

1 9. This Court hereby grants final approval and awards the following: (i) Class
2 Counsel Award in the amount of One Hundred Forty-Seven Thousand Four Hundred Ninety-
3 Three Dollars and Thirty-Three Cents (\$147,493.33) and Class Counsel Attorneys' Expenses in
4 the amount of Thirty-Four Thousand Nine Hundred and Six Dollars and Sixty-Six Cents
5 (\$34,906.66); (ii) Class Representative Service Awards in the amount of ~~Ten Thousand Dollars~~
6 ~~and Zero Cents (\$10,000.00)~~ ^{\$8,500.00} each, with ~~\$10,000.00 to Plaintiff Steve Martinez and \$10,000.00 to~~
7 ~~Plaintiff Carla Beatriz Recinos Castillo, for a total of Twenty Thousand Dollars and Zero Cents~~
8 ~~(\$20,000.00)~~; (iii) Settlement Administration Expenses Payment of Fourteen Thousand Eight
9 Hundred Forty-Five Dollars and Zero Cents (\$14,845.00) to Apex Class Action LLC; (iv) PAGA
10 Payment in the amount of Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00), with
11 seventy-five percent (75%), or Eighteen Thousand Seven Hundred Fifty Dollars and Zero Cents
12 (\$18,750.00), allocated to the Labor and Workforce Development Agency, and twenty-five
13 percent (25%), or Six Thousand Two Hundred Fifty Dollars and Zero Cents (\$6,250.00), allocated
14 to individual PAGA payments to PAGA Aggrieved Employees; and (v) Settlement Payments to
15 Settlement Class Members in accordance with the Distribution Formula set forth in the
16 Agreement.

17 10. Plaintiffs shall give notice of this Judgment to the Labor and Workforce
18 Development Agency within ten (10) days after entry of the Judgment or order pursuant to
19 California Labor Code section 2699(1)(3).
20

21 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO**
22 **ORDERED.**

23 DATED: September 03, 2026
24



A handwritten signature in black ink, appearing to read "Samantha Jessner".

Samantha Jessner / Judge

Hon. Samantha Jessner
JUDGE OF THE SUPERIOR COURT