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

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

Plaintiff,

vs.

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

Defendants

Case No. 22STCV23115
Complaint Filed: May 15, 2023
Assigned To: Hon. Samantha P. Jessner
Department: 7

**STIPULATION OF SETTLEMENT AND
RELEASE**

CARLA RECINOS CASTILLO,
individually and on behalf of others similarly
situated,

Plaintiff,

vs.

RADIANT SERVICES CORP.:
HUMANITAS HOLDINGS, INC., and
DOES 1 through 25, inclusive,

Defendants.

Case No. 22STCV37683
Complaint Filed: December 1, 2022
FAC Filed: February 28, 2023
Assigned To: Hon. Samantha P. Jessner
Department: 7

1 This Stipulation of Settlement and Release is entered into by plaintiff Steve Martinez and
2 plaintiff Carla Beatriz Recinos Castillo, on behalf of themselves individually and on behalf of the
3 class members and aggrieved employees as set forth herein, and on behalf of defendant Radiant
4 Services Corp. (“Defendant Radiant”) and defendant Humanitas Holdings, Inc., (“Defendant
5 Humanitas”) as set forth herein.

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

9 **I. DEFINITIONS**

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

12 A. “Actions” means the above-referenced class actions and PAGA actions, filed in the
13 Superior Court of the State of California, County of Los Angeles, Case No. 22STCV23115 and
14 Case No. 22STCV37683.

15 B. “Agreement” or “Settlement” means this Stipulation of Settlement and Release and
16 all exhibits hereto.

17 C. “Class” means all current or former non-exempt, hourly paid employees who were
18 either employed by Defendant Radiant as drivers during the Class Period, or were employed by
19 Defendant Humanitas and were assigned to work at Defendant Radiant in any position in California
20 during the Class Period.

21 D. “Class Counsel” means the law firm of Zakay Law Group, APLC, located at 5440
22 Morehouse Drive, Suite 3600, San Diego, CA 92121, the law firm of JCL Law Firm, APC, located
23 at 5440 Morehouse Drive, Suite 3600, San Diego, CA 92121, and the law firm of Blackstone Law,
24 APC, located at 3838 Wilshire Boulevard, Suite 745, Beverly Hills, CA 90211.

25 E. “Class Counsel Attorneys’ Expenses” means the amount allocated to Class Counsel
26 for reimbursement of actual costs and expenses incurred to prosecute the Actions.

27 F. “Class Counsel Award” means the amount allocated to Class Counsel for reasonable
28 attorneys’ fees and expenses for Class Counsel’s litigation and resolution of the Actions.

1 G. "Class Data" means information regarding Class Members that Defendants will in
2 good faith compile from their records and provide to the Settlement Administrator. It shall be
3 formatted as a Microsoft Excel spreadsheet and shall include: each Class Member's full name; last
4 known address; Social Security Number; start dates and end dates of employment; and any other
5 information the Settlement Administrator deems necessary to accurately calculate the number of
6 Workweeks and Pay Periods worked by each Class Member and PAGA Aggrieved Employee
7 during the Class Period and PAGA Period.

8 H. "Class Member" means a current or former non-exempt California employee who
9 was either employed by Defendant Radiant as a driver during the Class Period, or was employed
10 by Defendant Humanitas and assigned to work at Defendant Radiant in any position during the
11 Class Period. Class Members shall not include any persons that signed settlement agreements or
12 severance agreements during the normal course of their employment with Defendants.

13 I. "Class Member Address Search" means the Settlement Administrator's
14 investigation and search for current Class Member mailing addresses using all reasonably available
15 sources, methods and means including, but not limited to, the National Change of Address database,
16 skip traces, and direct contact by the Settlement Administrator with Class Members.

17 J. "Class Period" means the time period from and including December 1, 2018 through
18 July 18, 2025.

19 K. "Class Representatives" means the named Plaintiffs Steve Martinez and Carla
20 Beatriz Recinos Castillo in the operative complaints in the Action seeking Court approval to serve
21 as Class Representatives.

22 L. "Class Representative Service Awards" means the payments to the Class
23 Representatives for initiating the Actions and providing services in support of the Actions.

24 M. "Court" means the Superior Court of the State of California for the County of Los
25 Angeles, including, without limitation, the actions and orders of any assigned judge for the Actions.

26 N. "Defendant Humanitas' Counsel" means the law firm Binder and Kalioundji, LLP,
27 located at 21021 Devonshire Street, Suite 101, Chatsworth, CA 91311.

28 O. "Defendant Radiant's Counsel" means the law firm LightGabler LLP, located at

1 760 Paseo Camarillo, Suite 300, Camarillo, California, 93010.

2 P. “Defendants” means the defendants in the Actions – Humanitas Holdings, Inc. and
3 Radiant Services Corp.

4 Q. “Defendants’ Counsel” means, collectively, the law firm LightGabler LLP, located
5 at 760 Paseo Camarillo, Suite 300, Camarillo, California, 93010 and the law firm Binder and
6 Kalioundji, LLP, located at 21021 Devonshire Street, Suite 101, Chatsworth, CA 91311.

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

25 S. “Effective Date” means the date when all of the conditions set forth in Section IV,
26 paragraph O below – “Effective Date of Agreement” – have occurred.

27 T. “Final Judgment” means the Court’s order (or orders) granting final approval of the
28 Settlement entered and filed by the Court entering final judgment and ending the Actions pursuant

1 to the terms of this Agreement.

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

1 punitive damages, exemplary damages, attorneys' fees and costs, as well as any other statutes, laws
2 regulations or damages of similar content or effect.

3 V. "Gross Settlement Sum" or "GSS" means the total maximum settlement payment
4 and monetary amount to be paid under this Settlement, which is Four-Hundred and Forty-Two
5 Thousand and Four Hundred and Eighty Dollars and No Cents (\$442,480.00), with Defendant
6 Radiant obligated to pay Three-Hundred Thousand Dollars (\$300,000) and Defendant Humanitas
7 obligated to pay One-Hundred and Forty-Two Thousand and Four Hundred and Eighty Dollars
8 (\$142,480).

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

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

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

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

28 c. "Exclusion Form" means the written form sent to Class Members following the

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

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

10 Y. “PAGA Aggrieved Employees” means all current or former non-exempt, hourly
11 paid employees who were either employed by Defendant Radiant as drivers during the PAGA
12 Period, or were employed by Defendant Humanitas and assigned to work at Defendant Radiant in
13 any position during the PAGA Period.

14 Z. “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 Actions.

17 AA. “PAGA Period” is the period from May 13, 2021 to July 18, 2025.

18 BB. “PAGA Released Claims” means any and all claims for civil penalties pursuant to
19 PAGA arising out of or related to work performed by PAGA Aggrieved Employees for any acts or
20 omissions during the PAGA Period that: 1) are alleged or were alleged, or could have reasonably
21 been alleged based on or arising out of facts asserted in the PAGA claim in the operative complaints
22 in the Actions and in Plaintiffs’ PAGA administrative exhaustion/notice letter. By way of
23 illustration only and not as a limitation, “PAGA Released Claims” includes all claims for civil
24 penalties available for the above-referenced claims pursuant to PAGA, including, without
25 limitation, any claims for civil penalties pursuant to PAGA arising from unpaid or untimely
26 payment of any wages or other amounts owed, unpaid minimum wage, unpaid overtime, unpaid
27 double-time pay, non-compliant meal periods or rest breaks or for premium pay, provisions
28 regulating hours and days of work in any IWC order, failure to provide sick pay or COVID-19

1 supplemental pay, unreimbursed expenses, failure to timely pay wages during employment or upon
2 separation and for waiting-time penalties, failure to maintain accurate records or provide requested
3 records, failure to provide accurate, itemized wage statements or other wage statement violations,
4 and including any claims arising therefrom for any monetary or non-monetary relief, and claims
5 for attorneys' fees, expenses, and costs, that may be obtained under the PAGA statute.

6 CC. "Parties" means the parties to this Agreement, including specifically the
7 Representative Plaintiffs, individually and on behalf of all Class Members and PAGA Aggrieved
8 Employees, and Defendants.

9 DD. "Pay Period" means any pay period during which a PAGA Aggrieved Employee
10 worked for Defendants for at least one day, during the PAGA Period.

11 EE. "Preliminary Approval Order" means the Order entered and filed by the Court that
12 preliminarily approves the terms and conditions of this Settlement, including, without limitation,
13 the manner and content of providing notice to the Class.

14 FF. "Released Parties" means Humanitas Holdings, Inc. and Radiant Services Corp. and
15 their respective affiliates, subsidiaries, parents, predecessors, successors, assigns, owners,
16 shareholders, managing agents, officers, directors, employees, attorneys, insurers, PEOs,
17 administrators, staffing agencies, agents, representatives, heirs, estates, and powers-of-attorney.

18 GG. "Representative Plaintiffs" means plaintiff Steve Martinez and plaintiff Carla
19 Beatriz Recinos Castillo, both individually and on behalf of all Class Members and PAGA
20 Aggrieved Employees

21 HH. "Settled Class Claims" means any and all wage and hour claims, rights, demands,
22 debts, liabilities, causes of action, primary rights, or claims for relief arising out of or related to
23 work performed by Settlement Class Members during the Class Period that: 1) are alleged, were
24 alleged, could have reasonably been alleged based on or arising out of facts asserted in the operative
25 complaints in the Actions; or 2) based on the facts, matters, transactions or occurrences alleged in
26 the complaints in the Actions, whether under federal, state, or common law, including, violations
27 of the California Labor Code, the California Business and Professions Code sections 17200 et seq.
28 arising from the violations of the California Labor Code released herein, and the Fair Labor

1 Standards Act. By way of illustration only and not as a limitation, “Settled Class Claims” includes
2 all types of recovery and relief available for the above-referenced claims and theories of relief,
3 including, without limitation, any claims for unpaid or untimely payment of any wages or other
4 amounts owed, unpaid minimum wage, unpaid overtime, unpaid double-time pay, non-compliant
5 meal periods or rest breaks or for premium pay, provisions regulating hours and days of work in
6 any IWC order, failure to provide sick pay or COVID-19 supplemental pay, failure to provide
7 notice of paid sick time accrual, unreimbursed expenses, failure to timely pay wages during
8 employment or upon separation and for waiting-time penalties, failure to maintain accurate records
9 or provide requested records, failure to provide accurate, itemized wage statements or other wage
10 statement violations, and including claims arising therefrom for damages, reimbursement,
11 restitution, losses, penalties, fines, liens, attorneys’ fees, costs, expenses, debts, interest, injunctive
12 or declaratory relief, chargebacks, liquidated damages or similar relief. “Settled Class Claims” does
13 not include claims for vested retirement benefits, wrongful termination, violation of the Fair
14 Employment and Housing Act, unemployment insurance, disability, social security, or workers’
15 compensation.

16 II. “Settlement Administrator” means Apex Class Action LLC located at 18
17 Technology Drive, Suite 154, Irvine, CA 92618, Tel: (800) 355-0700, the neutral third-party class
18 action settlement administrator the Parties have agreed to appoint to administer the Settlement as
19 provided herein, subject to approval by the Court.

20 JJ. “Settlement Administration Expenses Payment” means the amount the Settlement
21 Administrator will be paid from the Gross Settlement Sum to reimburse its reasonable fees and
22 expenses in accordance with the Settlement Administrator’s “not to exceed” bid submitted to the
23 Court in connection with preliminary approval of the Settlement.

24 KK. “Settlement Class” means all Settlement Class Members.

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

27 MM. “Settlement Fairness Hearing” or “Final Approval Hearing” means the Court
28 hearing (or hearings) following providing notice to the Class at which Representative Plaintiffs 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 NN. "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 OO. "Workweek" means any week during which a Class Member worked for Defendants
9 for at least one day, during the Class Period.

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

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

21 As to a person's release of its Unknown Claims, that person also waives any and all
22 provisions, rights and benefits conferred by any law of any state or territory of the United States,
23 or principle of common law, or of international or foreign law, which is similar, comparable or
24 equivalent to Section 1542 of the California Civil Code. A person releasing Unknown Claims may
25 hereafter discover facts in addition to or different from those which he, she, or it now knows or
26 believes to be true with respect to its released claims, but hereby stipulates and agrees that with this
27 Settlement such person fully releases any and all released claims, known or unknown, suspected or
28 unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist,

1 or heretofore have existed, upon any theory of law or equity, including, but not limited to, conduct
2 which is negligent, intentional, with or without malice, or a breach of any duty, law, or rule, without
3 regard to the subsequent discovery or existence of such different or additional facts.

4 **II. RECITALS**

5 A. Plaintiff Steve Martinez was employed by Defendant Radiant as a driver from
6 December 24, 2021 to March 21, 2022. Pursuant to Labor Code section 2699.3, subdivision (a),
7 Plaintiff Steve Martinez gave timely written notice to Defendants and the LWDA by sending the
8 PAGA Notice on May 13, 2022. Plaintiff Steve Martinez filed his class action and PAGA action
9 complaint on July 18, 2022 in Los Angeles County Superior Court. Plaintiff Carla Beatriz Recinos
10 Castillo was employed by Defendant Humanitas and assigned to work at Defendant Radiant from
11 March 4, 2022 to August 30, 2022. Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff
12 Carla Beatriz Recinos Castillo gave timely written notice to Defendants and the LWDA by sending
13 the PAGA Notice on October 28, 2022. Plaintiff Carla Beatriz Recinos Castillo filed her class
14 action complaint on December 1, 2022 in Los Angeles County Superior Court, and amended the
15 complaint to add a representative PAGA cause of action on February 28, 2023. Plaintiff Steve
16 Martinez’s class action and PAGA action and Plaintiff Carla Beatriz Recinos Castillo’s class action
17 and PAGA action are referred to herein collectively as the “Actions.” In the Actions, Representative
18 Plaintiffs have sought compensatory and other damages, penalties, restitution, interest, costs,
19 attorneys’ fees, injunctive and declaratory relief, and such further relief deemed appropriate by the
20 Court on the basis of Representative Plaintiffs’ asserted causes of action and claims and allegations
21 set forth in the Actions.

22 B. Following the filing of the Actions and initial investigations and assessments being
23 conducted by the Parties, the Parties scheduled and conducted a daylong mediation on December
24 10, 2024 with a well-recognized and experienced class / PAGA action and employment law
25 mediator – Mr. Kevin Barnes, Esq. The Parties did not reach a settlement at the mediation.
26 Following the mediation, however, after further negotiations and discussions among the Parties and
27 with the aid of the mediator, a settlement in principle was reached between the Parties. The terms
28 of the Parties’ provisional settlement were memorialized in a written document and that forms the

1 basis for this settlement agreement.

2 C. As will be further detailed and discussed in Representative Plaintiffs' motion for
3 preliminary approval of the Settlement, Class Counsel, with the assistance of Representative
4 Plaintiffs, has conducted a substantial investigation of the facts and law during the prosecution of
5 these Actions. This has also included obtaining class information as to the composition of the Class,
6 and obtaining, and analyzing and reviewing a variety of documents and other materials relating to
7 the policies and practices of Defendants as these relate to the asserted claims, and engaging in
8 various damages analyses and assessments in connection with the issues and liability theories in
9 the case.

10 D. Representative Plaintiffs and Class Counsel have concluded, after taking into
11 account the disputed factual and legal issues involved in these Actions, the risks, expenses, and
12 delay involved in the further prosecution of this case, and the benefits to be received by the Class
13 pursuant to the compromise and settlement of the Actions at this stage, as set forth in this
14 Agreement, that settlement on the terms set forth herein is in the best interest of Representative
15 Plaintiffs and the Class and is fair and reasonable. In particular, Class Counsel and Representative
16 Plaintiffs understand the uncertainties and risks associated with the class certification process, as
17 well as the potential risks associated with legal and factual defenses expected to be raised by
18 Defendants. In light of such risks and the additional costs and delay that would attend any ultimate
19 recovery if achieved, the settlement set forth herein is fair and reasonable.

20 E. The Court has not granted class certification.

21 F. The Parties, Class Counsel and Defense Counsel represent that they are not aware
22 of any other pending matter or action asserting claims that will be extinguished or affected by the
23 Settlement.

24 G. Defendants as well have concluded that there are benefits associated with settling
25 these Actions at this stage. After taking into account the disputed factual and legal issues involved
26 in the Actions, the expense and burden of protracted litigation, and Defendants' desire to resolve
27 the case and matters at issue and avoid incurring further costs in connection with defending against
28 the Actions, Defendants believe that settlement on the terms set forth in this Agreement is in its

1 best interest. Without admitting or conceding liability based on Representative Plaintiffs' asserted
2 claims, Defendants hereby enter into this Agreement and agree as provided herein to pay the Gross
3 Settlement Sum, with Defendant Radiant obligated to pay Three-Hundred Thousand Dollars
4 (\$300,000) and Humanitas obligated to pay One-Hundred and Forty-Two Thousand and Four
5 Hundred and Eighty Dollars (\$142,480), in payment for such settlement in order to resolve this
6 litigation and bar further litigation on the terms and conditions set forth in this Agreement and in
7 order to avoid the burden, expense, and uncertainty associated with continued litigation.

8 NOW THEREFORE, in consideration of the recitals listed above and the promises and
9 releases set forth below, and intending to be legally bound and acknowledging the sufficiency of
10 the consideration and undertakings set forth herein, Representative Plaintiffs individually and on
11 behalf of the Class and PAGA Aggrieved Employees, on the one hand, and Defendants, on the
12 other hand, agree that the Actions shall be, and is finally and fully compromised and settled, on the
13 following terms and conditions:

14 **III. RELEASE OF CLAIMS**

15 As a material part of this Agreement and in exchange for payment of the Gross Settlement
16 Sum by Defendants in accordance with this Agreement, upon the Effective Date of this Settlement
17 and funding by Defendants of the Gross Settlement Sum in full:

- 18 1. Representative Plaintiffs fully, finally, and forever release, relinquish, settle, and
19 discharge all Settled Class Claims against the Released Parties, and all Generally
20 Released Claims against the Released Parties, and all Unknown Claims against
21 the Released Parties.
- 22 2. All Settlement Class Members fully, finally, and forever release, relinquish,
23 settle, and discharge all Settled Class Claims against the Released Parties.
- 24 3. All PAGA Aggrieved Employees and Representative Plaintiffs (individually
25 and on behalf of the Labor and Workforce Development Agency) fully, finally,
26 and forever release, relinquish, settle, and discharge all PAGA Released Claims
27 against the Released Parties.

28 **IV. PRELIMINARY APPROVAL, CLASS NOTICE, SETTLEMENT FAIRNESS**

1 **HEARING, AND EFFECTIVE DATE**

2 A. Procedures. As part of this Agreement, the Parties hereto agree to the following
3 procedures for seeking and obtaining the Court’s preliminary approval of the Settlement, certifying
4 the Class for purposes of settlement, notifying Class Members concerning the Settlement, seeking
5 and obtaining the Court’s final approval of the Settlement, and administering the Settlement.

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

13 C. Preliminary Approval of Settlement. Upon execution of this Agreement,
14 Representative Plaintiffs shall request that the Court enter a Preliminary Approval Order. The
15 Preliminary Approval Order shall:

- 16 1. Preliminarily approve the proposed Settlement and this Agreement;
- 17 2. Approve the plan for the provision of notice to Class Members under this
18 Agreement, including the form of the Class Notice;
- 19 3. Approve the procedure for Class Members to exclude themselves/opt out of the
20 Settlement, including setting a deadline for Class Members to submit
21 exclusion/opt out requests;
- 22 4. Approve the procedure for Class Members to object to the Settlement or dispute
23 the Workweek or other data used to calculate a Class Member’s individual
24 Settlement Payment, including setting a deadline for Class Members to submit
25 such objections or disputes; and
- 26 5. Schedule the Settlement Fairness Hearing for final approval of this Settlement.

27 D. Motions For Preliminary and Final Approval and Coordination. Defendants will not
28 oppose Representative Plaintiffs’ motions for preliminary and final approval of the Settlement

1 provided such motions and related materials are consistent with the terms of this Agreement as set
2 forth herein. Defendants may, but are under no obligation to, file their own motions and related
3 materials in connection with seeking Court approval or review of the Settlement, provided such
4 motions and related materials are consistent with the terms of this Agreement as set forth herein.
5 Subject to the Court ordering hearing and other dates the Court believes are appropriate, the Parties
6 shall meet and confer in an attempt to set mutually agreeable hearing dates for both the motions for
7 preliminary and final approval and any other hearing or scheduled events in connection with the
8 Settlement.

9 E. Class Notice. Notice of the Settlement shall be provided to Class Members.
10 Representative Plaintiffs and Class Counsel believe and agree that the proposed procedures for
11 such notice provide the best practicable notice to Class Members.

12 1. Transfer of Class Data to Settlement Administrator. Within twenty-one (21)
13 calendar days after entry of the Preliminary Approval Order, Defendants will
14 provide the Settlement Administrator the name, last known address, and Social
15 Security number of each Class Member, along with their Workweeks worked
16 during the Class Period and Pay Periods worked during the PAGA Period. The
17 Settlement Administrator will use such information for purposes of calculating
18 each Class Member's share of the Net Settlement Sum and for mailing of the
19 Notice Packet. The Settlement Administrator will keep this information
20 confidential and use it only for the purposes described herein. Class Counsel
21 shall not receive a copy of the Class Data provided to the Settlement
22 Administrator unless necessary in connection with a dispute by a Class Member,
23 which the Parties agree shall not impede Class Counsel's ability to discharge its
24 fiduciary duties during the settlement administration.

25 2. Notice To Class. Within fifteen (15) calendar days after transfer of the above-
26 referenced data for the Class to the Settlement Administrator, the Settlement
27 Administrator will send the Notice Packet to Class Members, by first-class mail,
28 at their last known address. Prior to mailing, the Settlement Administrator shall

1 process the class list through the United States Postal Service's National
2 Changed of Address database to determine the most current address of all Class
3 Members.

4 3. Re-Mailing Notice Packet. Notice Packets that are returned by the postmaster
5 as undeliverable shall be re-mailed by the Settlement Administrator within five
6 (5) calendar days of receipt subject to and in accordance with the following
7 terms. If a forwarding address appears on the return envelope of any returned
8 Notice Packet, then the Settlement Administrator shall re-mail the Notice Packet
9 to that forwarding address. If no forwarding address appears on the return
10 envelope, then, where possible, the Settlement Administrator shall perform a
11 skip trace using identifying information provided by Defendants and re-mail the
12 Notice Packet to the Class Member's address identified by the skip trace if an
13 address is identified. The Settlement Administrator shall have no responsibility
14 to re-mail a Notice Packet more than once. The time period for opting out
15 of/excluding oneself from the Settlement, or submitting an objection or dispute,
16 shall be extended an additional 14 days beyond the 45 days otherwise provided
17 in the Notice Packet for a Class Member to whom a Notice Packet has been re-
18 mailed.

19 4. Valid Notice. Upon completion of these steps by the Settlement Administrator
20 and subject to Court approval, this shall be deemed appropriate notice for
21 purposes of the Settlement, and the Settlement Class shall be bound by the terms
22 of the Settlement and Final Judgment. The Settlement Administrator shall
23 provide a declaration of due diligence and proof of mailing with regard to the
24 mailing of the Notice Packet, follow-up communications, and its other duties as
25 specified in the Settlement. Class Counsel shall file the Declaration of the
26 Settlement Administrator at least sixteen (16) court days prior to the Settlement
27 Fairness Hearing.

28 F. Administration / Exclusion / Objection and Dispute Process

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

2. Class Members may choose to exclude themselves/opt out of this Settlement. To do so, Class Members must within forty-five (45) calendar days after the Settlement Administrator first mails the Notice Packet, mail to the Settlement Administrator a written request to exclude themselves/opt out of the Settlement which unambiguously requests to be excluded from the Settlement in conformance with the Exclusion Form, including, this being signed by the Class Member, and including his/her name, address, telephone number, and last four digits of his/her social security number. Within 3 days of receiving a request for exclusion, the Settlement Administrator shall provide the name of the person seeking to be excluded to all Counsel. A Class Member that submits a valid request to exclude themselves/opt out will not participate in or be bound by the Settlement. Provided, however, with respect to the PAGA portion of the Settlement, including the release of PAGA claims, a Class Member that opts out of the Settlement will be bound by the Settlement as it pertains to the PAGA portion of the Settlement. A Class Member who does not validly exclude himself or herself from the Settlement will be subject to and bound by the terms and

1 conditions of the Settlement upon entry of the Court's order granting final
2 approval to the Settlement. Dates of mailing in connection with this Settlement
3 shall be determined by the postmark date.

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

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

24 5. All objections, disputes, and opt-out requests shall be sent directly to the
25 Settlement Administrator at the address indicated on the forms. On a weekly
26 basis, the Settlement Administrator will certify to Class Counsel and
27 Defendants' Counsel the number of valid and timely exclusion/opt out requests
28 received and objections and disputes that were timely submitted, if any. Upon

1 request, the Settlement Administrator shall also provide Class Counsel or
2 Defendants' Counsel with copies of any forms, materials, or other
3 communications submitted by Class Members to the Settlement Administrator.
4 Such copies of forms, materials, or communications will have contact
5 information for the Class Members redacted and will only be provided when
6 necessary for the Parties to carry out the terms of this Agreement. The
7 Settlement Administrator shall be responsible for calculating each Class
8 Member's share of the Net Settlement Sum. In connection with the Settlement
9 Payments to be made to Settlement Class Members, the Settlement
10 Administrator shall be responsible for withholding all required state and federal
11 taxes and other withholdings, if any, and for communicating this information to
12 Defendants' Counsel and Class Counsel. Upon completion of its processing, the
13 Settlement Administrator shall provide all Counsel with a report listing the
14 estimated Settlement Payment that each Class Member is eligible to receive,
15 with Class Members' personal information redacted, and to Class Counsel a
16 report containing the average payment amount, the smallest payment amount
17 and the largest payment amount.

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

27 7. Class Members may appear in Court (or hire an attorney to appear in Court) to
28 present oral objections at the Final Approval Hearing, regardless of whether or

1 not the Class Member submit a timely objection or dispute. Class Members who
2 fail to submit timely objections or disputes in the manner specified herein or fail
3 to present oral objections at the Final Approval Hearing shall be deemed to have
4 waived any objections or disputes, and such Class Members shall be bound by
5 the terms and conditions of this Agreement, and shall also be bound by the
6 Court's judgment in these Actions, including the release of claims against the
7 Released Parties as provided in this Agreement.

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

10 9. During the 45 calendar days after the expiration of the time for Class Members
11 to exclude themselves from the Settlement, any person that has elected to be
12 excluded from the Settlement Class may withdraw that election by notifying the
13 Settlement Administrator in writing that they wish to be a member of the
14 Settlement Class. At any time after the 45-day period for withdrawing the
15 election to opt-out, any person seeking to withdraw their election to opt-out may
16 do so only upon receiving the written consent of counsel for the Parties. A Class
17 Member that properly withdraws their election to withdraw pursuant to this
18 Section shall be treated as a Settlement Class Member.

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

23 H. Interim Reports By The Settlement Administrator. On a weekly basis during the
24 time period for Class Members to request to exclude themselves / opt out, or to submit an objection
25 or dispute, the Settlement Administrator shall provide an accounting to counsel for the Parties
26 herein of the number of valid exclusions / opt opts and such other information regarding objections
27 and disputes received. After expiration of the time period for Class Members to timely request to
28 exclude themselves/opt out, or to submit an objection or dispute, the Settlement Administrator shall

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

14 I. Settlement Fairness Hearing. After expiration of the deadline for opting
15 out/excluding oneself and submitting objections and disputes, the Court shall conduct a Settlement
16 Fairness Hearing to determine if it will grant final approval of the Settlement. No later than sixteen
17 (16) court days prior to the Settlement Fairness Hearing, Class Counsel shall file with the Court a
18 motion for final approval of the Settlement and an application for an award of fees, costs, expenses
19 and a service award to Representative Plaintiffs, and all declarations in support thereof, and the
20 declaration of the Settlement Administrator, excluding any updated declaration of the Settlement
21 Administrator which may be later presented to the Court or at the time of the hearing. In accordance
22 with the terms of this Settlement, the final approval order shall find and determine that this
23 Settlement is fair, just, equitable, reasonable, and adequate in all of its terms; that the Settlement is
24 in the best interests of the Settlement Class; and that the Parties, the Settlement Class Members,
25 and the PAGA Aggrieved Employees are subject to and shall carry out the provisions of this
26 Agreement as provided herein.

27 J. Final Judgment. Following final approval by the Court at the Settlement Fairness
28 Hearing, Representative Plaintiffs will request that the Court enter the Final Judgment.

1 K. Effective Date of Agreement. The “Effective Date” of this Agreement means the
2 date when all of the following have occurred:

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

21 L. Appellate Review. In the event any appeal is timely filed concerning any of the Court’s
22 orders pertaining to the Settlement, administration of the Settlement shall cease and be stayed
23 pending final resolution of such appeal.

24 **V. SETTLEMENT FUNDS, PROCESSING, AND SETTLEMENT PAYMENTS**

25 A. Deposit and Payment of Gross Settlement Sum: The Gross Settlement Sum is Four-
26 Hundred and Forty-Two Thousand and Four Hundred and Eighty Dollars and No Cents
27 (\$442,480.00), with Defendant Radiant obligated to pay Three-Hundred Thousand Dollars and No
28 Cents (\$300,000.00) and Defendant Humanitas obligated to pay One-Hundred and Forty-Two

1 Thousand and Four Hundred and Eighty Dollars and No Cents (\$142,480.00). Within fourteen (14)
2 calendar days after the Effective Date, Defendants shall deposit with the Settlement Administrator
3 their respective shares of the Gross Settlement Sum in addition to their share of employer-side state
4 and federal payroll taxes as provided herein. The Settlement Administrator shall then deposit the
5 amounts received into an interest-bearing account.

6 1. The Gross Settlement Sum to be paid as provided above includes all payments
7 to Settlement Class Members for the Settlement Payments and payment for all
8 penalties, costs, and fees in connection with the Settlement, including the PAGA
9 Payment, Representative Plaintiffs' and Class Counsel's attorney fees and costs,
10 Settlement Administrator fees, Representative Plaintiffs' service awards, and
11 employee-side state and federal taxes and withholdings.

12 2. Separate from their Gross Settlement Sum payment obligation, Defendants shall
13 be responsible for paying employer-side taxes owed in connection with the
14 Settlement with Defendant Radiant responsible for paying the employer-side
15 taxes associated with the employees who were employed by Defendant Radiant
16 as drivers during the Class Period (i.e. the Radiant employees) and Defendant
17 Humanitas responsible for paying the employer-side taxes associated with the
18 employees who were employed by Defendant Humanitas and assigned to work
19 at Defendant Radiant in any position during the Class Period (i.e. the Humanitas
20 employees).

21 3. Defendants shall have no obligation to make any additional payment over and
22 above their respective portion of Gross Settlement Sum payment obligation and
23 their respective portion of the employer-side state and federal payroll taxes that
24 are owed on that portion of the settlement allocated as W-2 wages, except as
25 may be required under the paragraph below entitled "Material Increase In
26 Defendants' Workweek Number."

27 4. None of the Gross Settlement Sum will revert to Defendants.

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

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

11 C. Class Workweeks and PAGA Aggrieved Employee Pay Periods. Based on a review
12 of its records to date, Defendant Radiant estimates that there are 61 Class Members employed
13 directly by Defendant Radiant as drivers during the Class Period who collectively worked a total
14 of 8,352 Workweeks and 33 Aggrieved Employees employed directly by Defendant Radiant as
15 drivers during the PAGA Period who collectively worked at total of 3,523 Pay Periods. Defendant
16 Humanitas estimates that there are 1399 Class Members employed by Defendant Humanitas who
17 were assigned to work at Defendant Radiant in any position during the Class Period who
18 collectively worked a total of 13,772 Workweeks, and 1,040 Aggrieved Employees employed by
19 Defendant Humanitas who were assigned to work at Defendant Radiant in any position during the
20 PAGA Period who worked a total of 10,975 Pay Periods.

21 D. Distribution Of Gross Settlement Sum. The Gross Settlement Sum, which shall be
22 paid as set forth above, shall be distributed in accordance with the Court's final approval and other
23 orders to the following recipients: a) Settlement Class Members to pay sums owed to Settlement
24 Class Members under the Distribution Formula with each Settlement Class Member's share of
25 payroll taxes and other withholdings deducted therefrom being paid to the appropriate taxing and
26 other authorities by the Settlement Administrator; b) to the LWDA and PAGA Aggrieved
27 Employees to pay the PAGA Payment (and the individual PAGA payments in connection
28 therewith); c) Representative Plaintiffs to pay for any service award approved by the Court; d) to

1 the Settlement Administrator for the Settlement Administration Payment for the administration of
2 the Settlement as approved by the Court; and e) to Class Counsel to pay for attorneys' fees and
3 costs approved and awarded by the Court. To clarify and for avoidance of doubt, this paragraph
4 specifies the recipients of the Gross Settlement Sum distributions, not the amount of or formula for
5 such distributions or the relative sequencing of such distributions to recipients.

6 E. Timing of Gross Settlement Sum Distribution. With respect to the timing of the
7 distribution of the Gross Settlement Sum, this shall be distributed by the Settlement Administrator
8 as provided herein within fifteen (15) calendar days after the Defendants have deposited the Gross
9 Settlement Sum.

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

1 the Settlement. The PAGA Payment as awarded by the Court shall be paid out of the Gross
2 Settlement Sum.

3 G. Application For Attorneys' Fees And Costs.

4 1. Class Counsel will petition the Court for an award of attorneys' fees and costs and
5 may petition the Court for an award of attorneys' fees in an amount not to exceed
6 1/3 of the Gross Settlement Sum, which is currently estimated to be \$147,493.33.
7 This sum is intended to compensate Class Counsel for the work it has and will
8 perform in these Actions, including, but not limited to, investigating, initiating,
9 and litigating Representative Plaintiffs' and the Class claims, negotiating and
10 documenting the Settlement, seeking and obtaining Court approval of the
11 Settlement, continuing counsel's work in connection with the administration and
12 implementation of the Settlement, and obtaining Final Judgment in the Actions.
13 The awarded attorneys' fees shall be allocated in the following percentages:
14 twenty-five percent (25%) to JCL Law Firm, APC, twenty-five percent (25%) to
15 Zakay Law Group, APLC, and fifty percent (50%) to Blackstone Law, APC,
16 subject to court approval. Class Counsel agrees that any allocation of fees between
17 or among Class Counsel and any other attorney representing or claiming to
18 represent the Class Members shall be the sole responsibility of Class Counsel.

19 2. Class Counsel shall also be entitled to seek reimbursement from the Gross
20 Settlement Sum of all documented out of pocket costs related to the Actions
21 incurred by Class Counsel, separate from their request for attorneys' fees. Class
22 Counsel will seek reimbursement of Class Counsel Attorneys' Expenses not more
23 than \$35,000.00. The Class Counsel Award and Class Counsel Attorneys'
24 Expenses as awarded by the Court shall be paid out of the Gross Settlement Sum.
25 Defendants agree not to oppose Class Counsel's request for an award of fees and
26 costs as provided herein. The Court's ruling on Class Counsel's application for
27 attorney fees and costs (whether awarded as requested or altered at the discretion
28 of the Court) shall not affect the enforceability of this Agreement, or the ability of

1 the Court to otherwise approve the Settlement.

2 H. Service Awards To Representative Plaintiffs. Class Counsel will petition the Court
3 for a service award to Representative Plaintiffs in the amount of \$10,000 each for a total service
4 award of \$20,000. The service award Representative Plaintiffs receive shall be in addition to
5 whatever monetary settlement payment Representative Plaintiffs receive for purposes of their
6 Settlement Payment. The Court's ruling on the request for a service award (whether awarded as
7 requested or altered at the discretion of the Court) shall not affect the enforceability of this
8 Agreement, or the ability of the Court to otherwise approve the Settlement. The Service Awards
9 to Representative Plaintiffs as awarded by the Court shall be paid out of the Gross Settlement Sum.

10 I. Settlement Administration Payment. The Parties have selected Apex Class Action
11 LLC as the Settlement Administrator for the Settlement, and Class Counsel will seek Court
12 approval of Apex Class Action LLC as the Settlement Administrator. A Settlement Administration
13 Expenses Payment not to exceed \$14,845.00 except for a showing of good cause and as approved
14 by the Court. To the extent the Settlement Administrator's expenses are less or the Court approves
15 payment less than \$14,845.00 the Administrator will retain the remainder in the Net Settlement
16 Sum. The Gross Settlement Sum shall be paid to or transferred to the Settlement Administrator or
17 a qualified settlement fund established by the Settlement Administrator in accordance with the
18 payment terms and time periods set forth above. The Settlement Administrator's duties shall
19 include, without limitation: establishing a qualified settlement fund for administering this
20 Settlement; calculating, processing, and sending each Class Member's share of the Net Settlement
21 Sum and PAGA Payment; processing Class Members through the United States Postal Service's
22 National Change of Address database; formatting, printing, and mailing the Notice Packets;
23 processing any exclusion requests and objections from Class Members; processing, following up
24 and resolving disputes regarding Settlement Payment calculations; performing necessary searches
25 on notices returned as undeliverable; providing required disclosures and declarations to the Parties
26 and the Court concerning the status and administration of the Settlement; processing and
27 distributing Settlement Payments, tax deductions, and tax forms; receiving, depositing, and
28 distributing the Gross Settlement Sum in accordance with the Settlement and the Court's orders

1 related thereto; providing declaration(s) as necessary in support of preliminary and/or final
2 approval of the Settlement; and other tasks as the Parties mutually agree upon or the Court orders
3 the Settlement Administrator to perform. The Settlement Administrator shall be responsible for all
4 tax filing and reporting. Class Members assume full responsibility and liability for the payment of
5 taxes and withholdings due by them on all payments made in connection with the Settlement. The
6 Settlement Administrator's fees and costs shall be deducted from the Gross Settlement Sum.
7 Representative Plaintiffs, Class Counsel, Defendants, and Defendants' Counsel shall have no
8 responsibility for validating or ensuring the accuracy of the Settlement Administrator's work, but
9 will work with the Settlement Administrator to facilitate accurate settlement administration to the
10 best of their abilities. Representative Plaintiffs, Class Counsel, Defendants, and Defendants'
11 Counsel shall not bear any responsibility for errors or omissions by the Settlement Administrator
12 in the calculation or distribution of the Settlement Payments. All disputes relating to the Settlement
13 Administrator's performance of its duties shall be referred to the Court, if necessary, which shall
14 have continuing jurisdiction over the terms and conditions of the Settlement until all payments and
15 obligations contemplated by the Settlement have been fully satisfied and carried out. The
16 Administrator will establish and maintain and use an internet website to post information of interest
17 to Class Members including the date, time and location for the Final Approval Hearing and copies
18 of the Settlement Agreement, the Motion for Preliminary Approval, the Preliminary Approval
19 Order, the Class Notice, the Motion for Final Approval, the Motion for the Class Counsel Award,
20 Class Counsel Attorneys' Expenses, and Class Representative Service Awards, the Final Approval
21 Order, and the Judgment. The Administrator will also maintain and monitor an email address and
22 a toll-free telephone number to receive Class Member calls and emails.

23 J. Class Member Settlement Payment and Payment Amount Dispute Procedure. The
24 Notice Packet will be individualized and include a statement of a recipient Class Member's
25 estimated Settlement Payment as calculated based on available records from Defendants and the
26 Distribution Formula.

27 Within 14 days after the time for Class Members to submit an exclusion/opt out, objection,
28 or dispute, the Settlement Administrator shall notify Defense Counsel of their estimated share of

1 employer-side state and federal payroll taxes that are due as provided herein.

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

5 If a Class Member wishes to challenge his or her individualized information pertaining to
6 his or her Settlement Payment (*e.g.* weeks or hours worked, employment status, payment amount,
7 etc.) as set forth in the Notice Packet, that Class Member must submit a written, signed Dispute
8 Form along with any supporting documents or other supporting information to the Settlement
9 Administrator within forty-five (45) calendar days of the postmark date in which the Notice Packet
10 was mailed to the Class Member. No challenge will be timely if postmarked more than forty-five
11 (45) calendar days after the date the Notice Packet was mailed to the Class Member.

12 Within five (5) calendar days from the date the Settlement Administrator receives notice of
13 the dispute, the Settlement Administrator will send to Class Counsel and Defendants' Counsel a
14 copy of the documentation submitted in connection with such challenge. Class Counsel or
15 Defendants' Counsel may supply information to the Settlement Administrator concerning any such
16 challenge but are not obligated to do so. While the Settlement Administrator shall consider all
17 information submitted, Defendants' records will be subject to a rebuttable presumption of
18 correctness for purposes of determining a Class Member's individualized information pertaining
19 to his or her Settlement Payment amount. Within ten (10) calendar days from the date the
20 Settlement Administrator receives documentation from the Class Member concerning the dispute,
21 the Settlement Administrator will make a final and binding determination without hearing or right
22 to appeal and communicate that determination to the Class Member, Class Counsel, and
23 Defendants' Counsel. Disputes concerning Settlement Payments, and any unresolved or
24 outstanding claims or challenges concerning the Settlement shall be settled and resolved prior to
25 distribution of the Gross Settlement Sum. In the event the Settlement Administrator changes the
26 Settlement Payment to be received by a Class Member in response to a dispute, then the Settlement
27 Administrator will recalculate the individual settlement amounts for the remaining Class Members,
28 and in no event will Defendants be required to increase the Gross Settlement Sum.

1 K. Settlement Payment Allocation. In distributing Settlement Payments, the
2 Settlement Administrator shall indicate the percentage of each payment attributable to wages
3 subject to employment taxation, and the percentage of each award attributable to penalties, interest,
4 or other category subject only to income taxation. To the extent any Class Member’s payment must
5 be wired or otherwise delivered in a manner other than through issuance of a check via regular
6 mail, any and all additional administrative fees and required withholdings will be paid from that
7 Class Member’s Settlement Payment.

8 L. Withholdings And Taxes. For purposes of allocation of Settlement Payments,
9 twenty-five percent (25%) shall constitute wages (“wage portion”), and seventy-five percent (75%)
10 shall be interest and penalties (with the interest and penalties portion being collectively referred to
11 as “non-wage portion”), and each individual’s respective portion of the PAGA Payment shall be
12 treated as 100% penalties.

13 The Settlement Administrator shall determine the amount of employee and employer owed
14 withholdings or taxes and this amount shall be withheld from each Class Member’s Settlement
15 Payment. All such withholdings or taxes shall be remitted by the Settlement Administrator to the
16 proper governmental taxing authorities. Each Class Member shall be responsible for the payment
17 of any and all taxes on any funds paid to such Class Member pursuant to this Agreement.

18 The Settlement Administrator shall be responsible for ensuring that all taxes and
19 withholdings to be paid out of the Gross Settlement Sum are timely paid to the appropriate
20 authorities. The Settlement Administrator's responsibilities include the following: (i) the
21 determination and filing of all federal, state and local employment tax deductions and other
22 withholdings, (ii) the timely and proper filing of all required federal, state and local forms (*e.g.*,
23 1099s, W-2s, *etc.*) with the appropriate taxing authorities, and (iii) the completion of any other
24 steps necessary for compliance with any tax obligations of the Settlement under federal, state
25 and/or local law, as applicable. The Settlement Administrator shall furnish Defendants’ Counsel
26 with copies of forms detailing the payment of taxes and withholdings (including all 1099 and W-
27 2 information returns) sufficient to prove that such payments were properly remitted. The
28 Settlement Administrator shall provide, at Defendants Counsel’s request, a final accounting

1 adequate to demonstrate compliance with all withholding, payment, and reporting obligations.

2 Defendants, Defendants' Counsel, Representative Plaintiffs, and Class Counsel make no
3 representation as to the tax treatment or legal effect of the payments called for hereunder, and
4 Representative Plaintiffs and Class Members are not relying on any statement, representation, or
5 calculation by Defendants, Defendants' Counsel, Representative Plaintiffs, Class Counsel, or the
6 Settlement Administrator in this regard. Representative Plaintiffs and Class Members understand
7 and agree that they will be solely responsible for the payment of any taxes and penalties assessed
8 on the payments described herein. Each Settlement Class Member and PAGA Aggrieved Employee
9 agrees to indemnify the Released Parties for any tax obligations arising out of payments to him or
10 her made under the Settlement.

11 M. Undelivered Settlement Funds. The Settlement Administrator must conduct a Class
12 Member Address Search for all other Class Members whose checks are returned undelivered
13 without USPS forwarding address. Within seven (7) days of receiving a returned check the
14 Settlement Administrator must re-mail checks to the USPS forwarding address provided or to an
15 address ascertained through the Class Member Address Search. The Settlement Administrator need
16 not take further steps to deliver checks to Class Members whose re-mailed checks are returned as
17 undelivered. The Settlement Administrator shall promptly send a replacement check to any Class
18 Member whose original check was lost or misplaced, requested by the Class Member prior to the
19 void date.

20 N. Unused Settlement Funds. Any uncashed Settlement Payment check issued to a
21 Settlement Class Member or individual PAGA payment issued to a PAGA Aggrieved Employee
22 that remains uncashed after one-hundred and eighty (180) calendar days after being issued shall be
23 deemed null and void, and the funds shall escheat to the State of California's unclaimed property
24 fund in the name of the Settlement Class Member and/or PAGA Aggrieved Employee, and it shall
25 be the Settlement Administrator's obligation and responsibility to remit the escheated funds to the
26 State of California in the name of the Settlement Class Member and/or PAGA Aggrieved Employee
27 in accordance with the state's procedures for the escheatment of such funds.

28 O. Interest. The interest on funds deposited by Defendants in connection with the

1 Settlement shall inure pro rata to the party to whom the underlying funds are ultimately paid out or
2 distributed.

3 **VI. MISCELLANEOUS**

4 A. Material Increase in Defendants' Workweek Number (Escalator Clause). Based on
5 Defendants' records, the employees who were employed by Defendant Radiant as drivers during
6 the Class Period (i.e. the Radiant employees) worked 8,352 Workweeks during the Class Period
7 and the employees who were employed by Defendant Humanitas and assigned to work at
8 Defendant Radiant in any position during the Class Period (i.e. the Humanitas employees) worked
9 13,772 Workweeks, for a total of 22,124 Workweeks during the Class Period.

10 1. If the total number of Workweeks worked by Class Members who were employed
11 directly by Defendant Radiant as drivers during the Class Period exceeds 8,352 by
12 more than 10% (i.e., if the total is greater than 9,187.2 Workweeks), then the Gross
13 Settlement Sum shall be proportionally increased above the 10% threshold. For
14 example, if the total number of Workweeks worked by the Radiant employees who
15 are Class Members during the Class Period increases by 11%, the Gross Settlement
16 Sum will increase by 1% (actual increase minus the 10% tolerated increase).
17 Defendant Radiant shall be responsible for the payment of the pro rata increase
18 above the 10% threshold for the Radiant employees and that amount is in addition
19 to and separate from the amount that Defendants are responsible for as set forth in
20 Section V, Paragraph A.

21 2. If the total number of Workweeks worked by Class Members employed by
22 Defendant Humanitas who were assigned to work at Defendant Radiant in any
23 position during the Class Period exceed 13,772 by more than 10% (i.e., if the total
24 is greater than 15,149.2 Workweeks), then the Gross Settlement Sum shall be
25 proportionally increased above the 10% threshold. For example, if the total number
26 of Workweeks worked by the Humanitas employees who are Class Members
27 during the Class Period increases by 11%, the Gross Settlement Sum will increase
28 by 1% (actual increase minus the 10% tolerated increase). Defendant Humanitas

1 shall be responsible for the payment of the pro rata increase above the 10%
2 threshold for the Humanitas employees and that amount is in addition to and
3 separate from the amount that Defendants are responsible for as set forth in Section
4 V, Paragraph A.

5 B. Defendants' Termination Option. If more than five percent (5%) of Class Members
6 validly opt-out of the Settlement, then either Defendant may, in its sole discretion, terminate this
7 Settlement within fourteen (14) calendar days after receiving written notice from the Settlement
8 Administrator of the final number of all opt-out requests received during the opt-out period. In the
9 event the Defendants exercise such option to terminate the Settlement as provided in this paragraph,
10 then the Parties will be restored to their respective positions vis-a-vis one another in the litigation
11 as of September 11, 2025. The Parties, Class Counsel, and Defendants' Counsel agree that they
12 shall not seek, solicit, or otherwise encourage Class Members to submit exclusion/opt-out requests
13 or objections to the Settlement. Representative Plaintiffs agree he/she will not opt-out of or object
14 to the Settlement. The notice of termination by Defendants pursuant to this paragraph shall be sent
15 to Class Counsel via email.

16 C. Mutual Waiver and Release Between Defendants. In consideration of this
17 Settlement and the payments to be made by both Defendants as provided herein for purposes of
18 effectuating this Settlement, upon the Effective Date of this Settlement and upon each Defendant
19 funding its portion of the Gross Settlement Sum in full as provided herein, Defendant Humanitas
20 and Defendant Radiant each mutually waive and release each other (including each of their
21 respective officers, directors, agents, representatives, and employees) from any and all claims for,
22 or rights to, indemnification, contribution, apportionment of fault, or reimbursement, with respect
23 to the claims that are being settled pursuant to this Settlement and/or with respect to the Gross
24 Settlement Sum payment portion made by them under this Settlement.

25 D. Stay of Litigation Activity. Besides the Parties' efforts to effectuate the Settlement
26 as provided herein, litigation activity shall otherwise cease during the period the Parties seek to
27 effectuate this Settlement.

28 E. Automatic Voiding of Agreement If Settlement Not Finalized. In the event the

1 Effective Date does not occur or the Settlement does not become final for any other reason, the
2 Settlement shall be null and void and any order entered by the Court in furtherance of this
3 Settlement shall be treated as void *ab initio*. In such case, the Parties shall return to the status quo
4 as if the Parties had not entered into this Settlement. In such event, this Agreement, all negotiations,
5 Court orders, and proceedings relating thereto shall be without prejudice to the rights of the Parties
6 hereto, and all evidence relating to the Settlement and all negotiations shall not be admissible,
7 discoverable, or otherwise used in the Actions, in any other litigation, or otherwise.

8 If a reviewing Court vacates, reverses, or modifies the Judgment resulting from this
9 Settlement in a manner that requires a material modification of this Agreement (including, but not
10 limited to, the scope of the release granted by Settlement Class Members or the PAGA Aggrieved
11 Employees) this Agreement shall be null and void.

12 In the event the Settlement is void or fails for any reason, Defendants shall have no further
13 obligations under the Settlement, including, but not limited to, any obligation to pay any amounts
14 that otherwise would have been owed pursuant to this Agreement. If the Settlement is void or fails
15 for any reason, the costs incurred by the Settlement Administrator shall be borne equally by the
16 Parties.

17 F. No Admission of Liability or Wrongdoing. Representative Plaintiffs, both as the
18 Class representatives and in their individual capacities, 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 deny 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 their 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 these
7 Actions as if this Agreement never existed in the event that the Settlement is not fully and finally
8 approved as set forth herein.

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

17 H. 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 I. 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 J. 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 K. 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 L. 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 M. Representative Plaintiffs Representation and Warranty Re: No Other Actions.
16 Representative Plaintiffs hereby warrant and represent that they have not filed any complaint,
17 lawsuit, grievance, demand for arbitration, charge, and/or any other claim, other than the Actions,
18 against any of the Released Parties with any court, governmental or administrative agency or any
19 other entity asserting any claim or claims released herein.

20 N. Non-Disparagement. To the fullest extent permitted by law, Representative
21 Plaintiffs agree 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 Plaintiffs' employment with Defendants.

26 O. 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 P. 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 Q. 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 R. Exhibits. This Agreement includes the attached exhibits.

10 S. 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 T. 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 U. 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 V. 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 W. 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 X. 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 Plaintiffs. Either Party may disclose this Settlement and its terms as necessary to
12 comply with a subpoena, law, or regulation.


13 Y. Dispute Resolution. Prior to initiating legal action to enforce the provisions of this
14 Agreement or to declare rights and/or obligations under this Agreement, a Party shall provide
15 written notice to the other Parties and allow an opportunity to cure the alleged deficiencies, and the
16 Parties agree to seek the help of the mediator to resolve any dispute they are unable to resolve
17 informally. During this period, the Parties shall bear their own attorneys' fees and costs.

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IT IS SO STIPULATED AND AGREED.

Dated: 01/05/2026,

By: 
Steve Anthony Martinez (Jan 5, 2026 10:36:07 PST)
Representative Plaintiff Steve Martinez, On Behalf Of
Himself, Class Members, and the PAGA Aggrieved
Employees

Dated: _____,

By: _____
Representative Plaintiff Carla Beatriz Recinos Castillo,
On Behalf Of Herself, Class Members, and the PAGA
Aggrieved Employees

Dated: _____,

By: _____
Defendant Humanitas Holdings, Inc.
Print Name / Title: _____


Dated: _____,

By: _____
Defendant Radiant Service Corp.
Print Name / Title: _____

APPROVED AS TO FORM:

ZAKAY LAW GROUP, APLC

Dated: January 6, 2025

By: 
Shani O. Zakay, Esq.
Jennifer Gerstenzang, Esq.
Eden Zakay, Esq.
Nicole Noursamadi, Esq.
Counsel for Representative Plaintiff Steve Martinez,
Class Members, and the PAGA Aggrieved Employees

Dated: _____, 2025


JCL LAW FIRM, APC

By: _____
Jean-Claude Lapuyade, Esq.
Counsel for Representative Plaintiff Steve Martinez,
Class Members, and the PAGA Aggrieved Employees

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IT IS SO STIPULATED AND AGREED.

Dated: _____, By: _____
Representative Plaintiff Steve Martinez, On Behalf Of
Himself, Class Members, and the PAGA Aggrieved
Employees

Dated: 01/12/2026, By: 
Representative Plaintiff Carla Beatriz Recinos Castillo,
On Behalf Of Herself, Class Members, and the PAGA
Aggrieved Employees

Dated: _____, By: _____
Defendant Humanitas Holdings, Inc.
Print Name / Title: _____

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

APPROVED AS TO FORM:
ZAKAY LAW GROUP, APLC

Dated: _____, 2025 By: _____
Shani O. Zakay, Esq.
Jennifer Gerstenzang, Esq.
Eden Zakay, Esq.
Nicole Noursamadi, Esq.
Counsel for Representative Plaintiff Steve Martinez,
Class Members, and the PAGA Aggrieved Employees

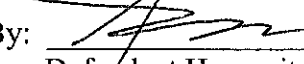
Dated: _____, 2025 JCL LAW FIRM, APC
By: _____
Jean-Claude Lapuyade, Esq.
Counsel for Representative Plaintiff Steve Martinez,
Class Members, and the PAGA Aggrieved Employees

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IT IS SO STIPULATED AND AGREED.

Dated: _____, By: _____
Representative Plaintiff Steve Martinez, On Behalf Of
Himself, Class Members, and the PAGA Aggrieved
Employees

Dated: _____, By: _____
Representative Plaintiff Carla Beatriz Recinos Castillo,
On Behalf Of Herself, Class Members, and the PAGA
Aggrieved Employees

Dated: 12/30/25, By: 
Defendant Humanitas Holdings, Inc.
Print Name / Title: Richard Yoon / CEO

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

APPROVED AS TO FORM:

ZAKAY LAW GROUP, APLC

Dated: _____, 2025 By: _____
Shani O. Zakay, Esq.
Jennifer Gerstenzang, Esq.
Eden Zakay, Esq.
Nicole Noursamadi, Esq.
Counsel for Representative Plaintiff Steve Martinez,
Class Members, and the PAGA Aggrieved Employees

Dated: _____, 2025 JCL LAW FIRM, APC

By: _____
Jean-Claude Lapuyade, Esq.
Counsel for Representative Plaintiff Steve Martinez,
Class Members, and the PAGA Aggrieved Employees

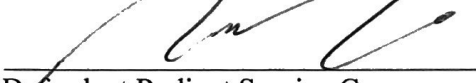
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IT IS SO STIPULATED AND AGREED.

Dated: _____, By: _____
Representative Plaintiff Steve Martinez, On Behalf Of
Himself, Class Members, and the PAGA Aggrieved
Employees

Dated: _____, By: _____
Representative Plaintiff Carla Beatriz Recinos Castillo,
On Behalf Of Herself, Class Members, and the PAGA
Aggrieved Employees


Dated: _____, By: _____
Defendant Humanitas Holdings, Inc.
Print Name / Title: _____

Dated: 12/25/25, By: 
Defendant Radiant Service Corp.
Print Name / Title: C.F.O
CHARLES KEYWANFAR

APPROVED AS TO FORM:

ZAKAY LAW GROUP, APLC


Dated: _____, 2025, By: _____
Shani O. Zakay, Esq.
Jennifer Gerstenzang, Esq.
Eden Zakay, Esq.
Nicole Noursamadi, Esq.
Counsel for Representative Plaintiff Steve Martinez,
Class Members, and the PAGA Aggrieved Employees

Dated December 30, 2025, JCL LAW FIRM, APC
By: 
Jean-Claude Lapuyade, Esq.
Counsel for Representative Plaintiff Steve Martinez,
Class Members, and the PAGA Aggrieved Employees

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BLACKSTONE LAW, APC

Dated: 1/12, 2025

By:  _____

Barbara DuVan-Clarke
Danielle Ling GruppChang
P.J. Van Ert
Alexandra Rose
Jasmine Y. Kianfard
Counsel for Representative Plaintiff Carla Beatriz
Recinos Castillo, Class Members, and the PAGA
Aggrieved Employees

BINDER AND KALIOUNDJI, LLP

Dated: _____, 2025

By: _____

David S. Binder
Zena M. Kalioundji
Counsel for Defendant Humanitas Holdings, Inc.

LIGHTGABLER LLP

Dated: _____, 2025

By: _____

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

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BLACKSTONE LAW, APC

Dated: _____, 2025

By: _____
Barbara DuVan-Clarke
Danielle Ling GruppChang
P.J. Van Ert
Alexandra Rose
Jasmine Y. Kianfard
Counsel for Representative Plaintiff Carla Beatriz
Recinos Castillo, Class Members, and the PAGA
Aggrieved Employees

BINDER AND KALIOUNDJI, LLP

Dated: December 31, 2025

By: *David Binder* _____
David S. Binder
Zena M. Kalioundji
Counsel for Defendant Humanitas Holdings, Inc.

LIGHTGABLER LLP

Dated: _____, 2025

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

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BLACKSTONE LAW, APC

Dated: _____, 2025

By: _____
Barbara DuVan-Clarke
Danielle Ling GruppChang
P.J. Van Ert
Alexandra Rose
Jasmine Y. Kianfard
Counsel for Representative Plaintiff Carla Beatriz
Recinos Castillo, Class Members, and the PAGA
Aggrieved Employees

BINDER AND KALIOUNDJI, LLP

Dated: _____, 2025

By: _____
David S. Binder
Zena M. Kalioundji
Counsel for Defendant Humanitas Holdings, Inc.

LIGHTGABLER LLP

Dated: December 30, 2025


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

EXHIBIT A

NOTICE OF PROPOSED SETTLEMENT

Steve Martinez v. Radiant Services Corp.

Los Angeles County Superior Court
Case No. 22STCV23115

Carla Recinos Castillo v. Radiant Services Corp.; Humanitas Holdings, Inc.

Los Angeles County Superior Court
Case No. 22STCV37683

This is a Court approved notice. This is not an advertisement.

You are not being sued. Your legal rights are affected whether you act or not.

If you are or were a Non-Exempt Employee of Radiant Services Corp. employed as a driver or a Non-Exempt Employee of Humanitas Holdings, Inc. who were assigned to work at Radiant Services Corp. in any position, you may be entitled to money from a settlement.

PLEASE READ THIS NOTICE.

WHAT IS IN THIS NOTICE

- 1. Why Should You Read this Notice? Page **X**
- 2. What is the Case About? Page X
- 3. How Much Can I Expect to Receive? Page X
- 4. What is Final Approval of the Settlement? Page X
- 6. Who are the Attorneys Representing the Parties? Page X
- 7. What are My Options and Rights? How Will My Rights Be Affected? Page X
- 8. How Will the Attorneys and Representative Plaintiff be Compensated and How Will Other Settlement Costs Be Paid?.....Page **X**

1. Why Should You Read This Notice?

This Notice of Proposed Settlement (“Notice”) is to inform you that the parties have agreed to a proposed settlement in the class action and Private Attorneys General Act (“PAGA”) representative action lawsuits entitled *Steve Martinez v. Radiant Services Corp.*, Case No. 22STCV23115 and *Carla Recinos Castillo v. Radiant Services Corp.; Humanitas Holdings, Inc.*, Case No. 22STCV37683 that are now pending in the Los Angeles County Superior Court (collectively referred to as the “Actions”).

Defendants Humanitas Holdings, Inc. and Radiant Services Corp., are referred to herein as “Defendants.” Defendant Humanitas Holdings, Inc. is referred to herein as “Humanitas” and Defendant Radiant Services Corp is referred to herein as “Radiant.”

The terms and conditions of the proposed settlement (the “Settlement”) are stated in full in a written settlement agreement (the “Settlement Agreement”). This Notice summarizes the terms and conditions of the Settlement and has been sent to you to inform you of the Settlement and your rights as part of the Settlement.

There was a hearing on _____, 2025 at ___ a.m. (the “Preliminary Approval Date”) in the Los Angeles County Superior Court, State of California. At that hearing, the Honorable Samantha P. Jessner, Judge, granted preliminary approval of the Settlement, and ruled on a preliminary basis that the Settlement appears to be fair and reasonable, and the Court directed that this Notice be sent to Class Members advising them of the proposed

Settlement. You have received this Notice because Defendants' employee records indicate you are a Class Member.

This Settlement only involves "Class Members" and PAGA Aggrieved Employees under the terms of the Settlement Agreement. If you are not a "Class Member" or a "PAGA Aggrieved Employee" then you cannot participate in the Settlement, you will not receive money, and you will not be subject to the release of claims provided under the Settlement.

"Class Members" are: current or former non-exempt, hourly paid employees who were either employed by Radiant as drivers, or were employed by Humanitas and were assigned to work at Radiant in any position in California at any time from December 1, 2018 through July 18, 2025. The referenced time period is the "Class Period."

"PAGA Aggrieved Employees" are: current or former non-exempt, hourly paid employees who were either employed by Defendant Radiant as drivers during the PAGA Period, or were employed by Defendant Humanitas and assigned to work at Defendant Radiant in any position during the period from May 13, 2021 to July 18, 2025 ("PAGA Period").

The Settlement will settle, resolve, and release Class Members' and PAGA Aggrieved Employees' claims on the terms and conditions set forth in the Settlement Agreement, and as summarized in this Notice.

The Court will hold a **Settlement Fairness Hearing** concerning the proposed Settlement on [REDACTED] at **XXX a.m.**, in Department 7 of the Los Angeles County Superior Court before the Honorable Samantha P. Jessner, Judge, located at 312 North Spring Street, Los Angeles, California 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff and the Administrator. The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information.

The Settlement Fairness Hearing may be continued to another date without further notice. You should check the Administrator's website [REDACTED] beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

This Notice summarizes the Settlement, and explains your rights as part of the Settlement and the Settlement Fairness Hearing.

2. *What is the Case About?*

Plaintiff Steve Martinez filed his class action complaint on July 18, 2022 in Los Angeles County Superior Court against Radiant. Plaintiff Carla Recinos Castillo filed her class action complaint on December 1, 2022 in Los Angeles County Superior Court against Defendants, and amended the complaint to add a representative PAGA cause of action on February 28, 2023. Plaintiff Steve Martinez and Plaintiff Carla Recinos Castillo are collectively referred herein as "Plaintiffs" or "Representative Plaintiffs." The Plaintiffs' class

action/representative PAGA action complaints allege the following causes of action: 1) Unfair Competition in Violation of Business & Professions Code § 17200 *et seq.*; 2) Failure to Pay Minimum Wages in Violation of Labor Code §§ 1194, 1197, and 1197.1; 3) Failure to Pay Overtime Wages in violation of Labor Code §§ 510 *et. seq.*; 4) Failure to Provide Required Meal Periods in Violation of Labor Code §§ 226.7 and 512 and the Applicable Wage Order; 5) Failure to Provide Compliant Rest Breaks in Violation of Labor Code §§ 226.7 and 512 and the Applicable Wage Order; 6) Failure to Provide Accurate Itemized Statements in Violation of Labor Code § 226; 7) Failure to Provide Wages When Due in Violation of Labor Code §§ 201, 202, and 203; 8) Failure to Reimburse Employees for Required Expenses in Violation of Labor Code § 2802; 9) Violation of Constitutional Right to Privacy; and 10) Violation of the Private Attorneys General Act (Labor Code §§ 2698, *et seq.*).

The Defendants' Position: Defendants have denied and continue to deny any liability or wrongdoing of any kind in connection with Plaintiffs' claims alleged in the Actions and further deny that, for any purpose other than settling the Actions, these Actions are appropriate for class or representative treatment or certification. Defendants contend, among other things, that at all relevant times they have complied with the California Labor Code, the California Wage Orders, and all other applicable California state and federal laws and regulations.

Litigation and Settlement Negotiations: After various litigation activity and following the exchange of extensive information regarding the claims asserted in the Actions, the parties participated in a daylong mediation on December 10, 2024 with a well-recognized and highly-experienced class / PAGA action and employment law mediator. Following the mediation, a settlement in principle was reached between the Parties. The terms of the parties' provisional settlement were memorialized in a written document and that forms the basis for the proposed Settlement. Following this, the Parties entered into a more extensive, long-form Settlement Agreement. Plaintiffs' counsel then formally advised the Court of the terms and conditions of the Settlement, and based upon this, the Court granted preliminary approval of the Settlement and directed that this Notice be sent to Class Members.

3. How Much Can I Expect to Receive?

Under the Settlement, Defendants are paying Four-Hundred and Forty-Two Thousand and Four Hundred and Eighty Dollars and No Cents (\$442,480.00) for settlement of the Class Members' claims and the PAGA claims as set forth in the Settlement Agreement. This amount is referred to as the "Gross Settlement Sum." At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

- a. Up to \$147,493.33 [1/3 of the Gross Settlement] to Class Counsel for attorneys' fees and up to \$xxxx for their litigation expenses.
- b. Up to \$10,000.00 to Plaintiff Steve Martinez and \$10,000.00 to Plaintiff Carla Recinos Castillo as a Class Representative Service Award for filing the Actions, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiffs will receive other than Plaintiffs' individual settlement payment and any individual PAGA payment.
- c. Up to \$14,845.00 to the Administrator for the Settlement Administration Payment for services administering the Settlement.
- d. Up to \$25,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

After deductions of the preceding amounts, the remaining amount (referred to as the “Net Settlement Sum”) is the fund of money that will be distributed to pay all Settlement Payments to Settlement Class Members, including the portion of the PAGA claims settlement payable to Class members who worked during the period relevant to the PAGA claim, which is May 13, 2021 to July 18, 2025 (the “PAGA Period”).

The method of distributing the Net Settlement Sum which has been preliminarily approved by the Court is called “the Distribution Formula.” The following is a description of the Distribution Formula, its purpose, and how it works.

The Distribution Formula:

The purpose of the Distribution Formula is to determine a Settlement Class Member’s relative, proportional share of the settlement funds, and then convert such person’s proportional share into a monetary amount.

Each Settlement Class Member (which is a Class Member who does not opt out of the Settlement) shall be allocated an individual settlement payment amount based on the number of Workweeks such Settlement Class Member worked for Defendants as a non-exempt employee during the Class Period. The individual settlement payment for each Settlement Class Member shall be calculated as follows: (a) the number of Workweeks each Settlement Class Member worked; divided by (b) the aggregate number of Workweeks for all Settlement Class Members as calculated under subparagraph (a); and then multiplied by (c) the Net Settlement Sum.

Because PAGA Aggrieved Employees who are represented by Representative Plaintiffs for purposes of the PAGA claims cannot opt out of the PAGA claim settlement, each PAGA Aggrieved Employee who worked during the PAGA Period (*i.e.* May 13, 2021 to July 18, 2025) shall also receive his or her individual share of the PAGA Payment. Twenty-Five Thousand Dollars and No Cents (\$25,000.00) is the portion of the Gross Settlement Sum allocated to settling and resolving Plaintiffs’ PAGA claim, and 75% of such amount shall be paid to the State of California’s Labor and Workforce Development Agency and the remaining 25% shall be paid to PAGA Aggrieved Employees. A PAGA Aggrieved Employees share of the PAGA Payment is calculated as follows: (a) the number Pay Periods each PAGA Aggrieved Employee worked as an hourly non-exempt employee for Defendants during the PAGA Period; divided by (b) the aggregate number of Pay Periods worked by all PAGA Aggrieved Employees working during the PAGA Period; and then multiplied by the employee portion of the PAGA Payment amount (*i.e.* 25% of \$25,000.00, or \$6,250.00).

Taxes Owed on Payments to Class Members:

Plaintiffs and Defendants are asking the Court to approve an allocation of 25% of each individual settlement payment to taxable wages (“Wage Portion”) and 75% to interests and penalties (“Non-Wage Portion.”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendants will separately pay employer payroll taxes it owes on the Wage Portion. The individual PAGA payments are counted as penalties rather than wages for tax purposes. The Settlement Administrator will report the individual PAGA payments and the Non-Wage Portions of the individual settlement payments on IRS 1099 Forms.

Although Plaintiffs and Defendants have agreed to these allocations, neither side is giving you any advice on whether your payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

BASED ON DEFENDANTS' RECORDS AND THE ABOVE DISTRIBUTION FORMULA:

- You worked [REDACTED] Workweeks during the Class Period; and
- You worked [REDACTED] Pay Periods during the PAGA Period.

- **YOUR ESTIMATED CLASS ACTION INDIVIDUAL SETTLEMENT PAYMENT IS: \$ [REDACTED]**
 - **NOTE: 25% of the above amount is designated as wages and is subject to payroll taxes and withholdings.**

- **YOUR ESTIMATED INDIVIDUAL PAGA PAYMENT IS: \$ [REDACTED]**

If you dispute the information set forth above, as explained below, you must mail a completed Dispute Form to the Settlement Administrator explaining your disagreement and return it along with any supporting documentation relating to your disagreement and it must be postmarked no later than [REDACTED], 2025. Late dispute forms will be invalid and will not be considered unless the Court approves late consideration of a late dispute form. If this Notice has been re-mailed, then you shall receive an additional 14 days beyond the response deadline to dispute the information above.

Note that the Settlement Payment amount above is an estimate only, which is provided prior to Final Approval. The estimated amount is subject to change based on various factors, including, for example, if the Court directs that the Distribution Formula should be modified, or the relevant underlying data with respect to Class Members changes.

If the Court grants Final Approval of the Settlement, then Defendants shall fund the Settlement within fourteen calendar days of the Effective Date. The Effective Date is the date when all the following has occurred: (i) the Court has granted Final Approval to the Settlement; (ii) The Court has entered and filed the Final Judgment in accordance with the terms herein; and (iii) the Final Judgment has been made final, which shall occur either: (a) sixty-five (65) days after the notice of entry of the Final Approval order and judgment, if no motions for reconsideration and no appeals or other efforts to obtain review have been filed; or (b) in the event that a motion for reconsideration, an appeal or other effort to obtain review of the Final Judgment has been filed, the date sixty-five (65) days after such reconsideration, appeal or review has been resolved in favor of the settlement and no other appeal, writ or other appellate court review is possible. In the event any appeal or other challenge is filed concerning the Settlement, administration of the Settlement shall cease and be stayed pending final resolution of such appeal or challenge without reversal or modification to the Settlement and Final Judgment

Within 15 days of Defendants funding the Settlement, settlement checks will be mailed to recipients. The front of every check issued for individual settlement payments and individual PAGA payments will show the date when the check expires (the void date). If you do not cash it by the void date, your check will be automatically cancelled. Any settlement checks uncashed after 180 days shall escheat to the State of California's unclaimed property fund in the name of the employee.

NOTE: It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your Settlement Payment.

4. *What is Final Approval of the Settlement?*

For the Settlement to become effective and you and other Settlement Class Members to receive any money as part of the Settlement, the Court must grant Final Approval at the Settlement Fairness Hearing concerning the terms and conditions of the Settlement. The Settlement, if approved, will affect all Settlement Class Members of the class as explained in this Notice, and settle the PAGA claim. You may get money from the Settlement if you qualify for a payment under the Court-approved Settlement.

It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendants have agreed that, in either case, the Settlement will be void: Defendants will not pay any money and Class Members will not release any claims against Defendants.

5. *Who are the Attorneys Representing the Parties?*

Attorneys for Plaintiffs & the Class (“Class Counsel”):

Zakay Law Group, APLC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 255-9047

JCL Law Firm, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 599-8292

Blackstone Law, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Telephone: (310) 622-4278
Facsimile: (855) 786-6356

Attorneys for Defendant Humanitas Holdings, Inc.

Binder and Kalioudji, LLP
21021 Devonshire Street, Suite 101
Chatsworth, California 91311
Telephone: (818) 479-7679
Facsimile: (818) 479-7690

Attorneys for Defendant Radiant Services Corp.

LightGabler LLP
760 Paseo Camarillo, Suite 300
Camarillo, CA 93010
Email: bweilbacher@lightgablerlaw.com; bsetlur@lightgablerlaw.co
Telephone: (805) 248-7208
Facsimile: (805) 248-7209

6. *What are My Options and Rights? How Will My Rights be Affected?*

YOU HAVE THE FOLLOWING OPTIONS AS PART OF THE PROPOSED SETTLEMENT:

| | |
|--|---|
| DO NOTHING | You will remain a member of the class, receive a settlement payment, and be bound by the terms of the Settlement Agreement (including the release of claims). |
| OBJECT | If you choose, you may object to this Settlement. The Court may or may not agree with your objection. Objecting to the Settlement will not exclude you from the Settlement, and if the Court grants Final Approval to the Settlement, you will receive a payment from the Settlement and will be bound by the terms of the Settlement Agreement. |
| EXCLUDE YOURSELF | This is the only option that allows you to exclude yourself from the class action portion of the Settlement, including its release of claims. If you exclude yourself, you will receive no class action settlement payment as part of the Settlement, you cannot object to any portion of the proposed Settlement, and you will not be bound by the terms of the class action settlement as a result. You will, however, be bound by the terms of any Court-approved PAGA claim settlement. |
| SUBMIT A WORKWEEK OR PAY PERIOD DISPUTE | Your dispute and related documentation will be reviewed and a decision will be made regarding your applicable workweeks or pay periods based on the information available. You will receive a payment from the Settlement and will be bound by the terms of the Settlement Agreement. |

Doing Nothing / Participating in the Settlement

Under the Settlement, if you do nothing you will remain a member of the class, receive a settlement payment, and will be bound by the terms of the Settlement Agreement (including the release of your claims). You will **automatically** receive a Settlement Payment unless you affirmatively exclude yourself from the settlement by following the exclusion procedure set forth below.

If you are a current employee, your decision as to whether or not to participate in this Settlement will not be considered by the Defendants and the Defendants will not retaliate against you or take any other negative action against you based on your participation in the Settlement. For purposes of this Settlement, Defendants are obligated to pay the same amount of money whether you participate in the Settlement or not, so your participation in the Settlement does not increase or decrease Defendants' payment obligation.

Objecting to the Settlement

If you wish to Object to the Settlement, you must complete and return the Objection Form included with this Notice to the Settlement Administrator at the address below, stating why you object to the Settlement. To be considered valid, your objection must be in writing, signed by you, and contain your name, address, telephone number, and the last four digits of your Social Security number. All objections must be postmarked no later than , 2025.

If this Notice has been re-mailed, then you shall receive an additional 14 days beyond this response deadline to submit the Objection Form. Late objections will be invalid and will not be considered unless the Court approves late consideration of a late objection.

You may also, if you wish, appear at the Settlement Fairness Hearing concerning the proposed settlement, either personally or through an attorney you hire and present oral objections at the Settlement Fairness Hearing. It is currently scheduled for [REDACTED] at **XXX a.m.**, in Department 7 of the Los Angeles County Superior Court before the Honorable Samantha P. Jessner, Judge, located at 312 North Spring Street, Los Angeles, California 90012. The Settlement Fairness Hearing may be continued to another date without further notice.

IF YOU OBJECT TO THE SETTLEMENT, YOU WILL STILL RECEIVE YOUR SHARE OF THE SETTLEMENT AMOUNT IF THE COURT APPROVES THE SETTLEMENT DESPITE ANY OBJECTIONS AND THE SETTLEMENT AND RELEASE OF CLAIMS WILL REMAIN BINDING ON YOU.

Excluding Yourself from the Settlement

If you wish to be excluded from participating in the Settlement, you must complete and return the Exclusion Form included with this Notice to the Settlement Administrator, at the address below, requesting to be excluded from the Settlement. To be considered valid, your request for exclusion must be in writing, signed by you, and contain your name, address, telephone number, and the last four digits of your Social Security number. Your request for exclusion also must clearly indicate that you desire to be excluded from the Settlement. To be considered timely, your request for exclusion must be postmarked no later than [REDACTED], **2025**. If this Notice has been re-mailed, then you shall receive an additional 14 days beyond the response deadline to submit the Exclusion Form. Late exclusion requests will be invalid and will not be considered unless the Court approves late consideration of a late exclusion request.

If you file a timely and valid written request for exclusion, you will no longer be a member of the Class, and you will not be eligible to receive any money in connection with the class action portion of the Settlement or object to the terms of the Settlement. However, you will not be bound by the terms of the class action portion of the Settlement, or the release of claims provided as part of the class action Settlement.

Whether you submit an exclusion request or not, you will, however, be bound by any Court-approved PAGA settlement in the case, and you will receive, if eligible, a share of the Court-approved PAGA payment amount.

Submitting a Workweek or Pay Period Dispute

If you dispute the workweek or pay period information set forth above, you must return a completed Dispute Form included with this Notice to the Settlement Administrator, at the address below, explaining your dispute and return it along with any supporting documentation relating to your disagreement and it must be postmarked no later than [REDACTED], **2025**. If this Notice has been re-mailed, then you shall receive an additional 14 days beyond this response deadline to submit the Dispute Form. Late or incomplete dispute forms will be invalid and will not be considered unless the Court approves late consideration of a late dispute form.

It is your responsibility to ensure the Settlement Administrator has timely received any form or document submitted in response to this Notice, including, for example, any dispute form, exclusion request, or objection. You may and should contact the Settlement Administrator at the toll-free number listed below to ensure any submitted document has been received.

If you submit a dispute, the Settlement Administrator will review your dispute and Defendants' records, and resolve the dispute based on such materials. The Administrator will accept Defendants' calculation of Workweeks and/or Pay Periods based on Defendants'

records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Settlement Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Settlement Class Members) and Defendants' Counsel. The Settlement Administrator's decision is final. You cannot appeal or otherwise challenge its final decision.

Effect of the Settlement on Your Rights – Release of Claims

If the Court grants Final Approval to the Settlement at the Settlement Fairness Hearing, the Final Judgment will be entered by the Court, and all Settlement Class Members (*i.e.* "Class Members" who do not validly exclude themselves) shall be bound by the Final Judgment, whether considered favorable or not, and shall be deemed to have fully, finally, and forever released, relinquished, and discharged all Settled Class Claims against the Released Parties and all PAGA Aggrieved Employees shall be bound by the Final Judgment, whether considered favorable or not, and shall be deemed to have fully, finally, and forever released, relinquished, and discharged all PAGA Released Claims against the Released Parties.

Under the terms of the Settlement, and as provided in the Settlement Agreement, the release of claim terms as used above have the following meanings:

"Released Parties" means Humanitas Holdings, Inc. and Radiant Services Corp. and their respective affiliates, subsidiaries, parents, predecessors, successors, assigns, owners, shareholders, managing agents, officers, directors, employees, attorneys, insurers, PEO's, administrators, staffing agencies, agents, representatives, heirs, estates, and powers-of-attorney.

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

"Settlement Class Member" means each Class Member who has not validly excluded himself or herself from this Settlement (*i.e.* opted out) pursuant to the terms herein.

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

7. *How Will the Attorneys and Representative Plaintiffs be Compensated and How Will Other Settlement Costs Be Paid?*

The attorneys for the Representative Plaintiffs and the Class will be paid from the \$442,480.00 Gross Settlement Sum. Other settlement costs will also be paid out of the Gross Settlement Sum amount. The attorneys are seeking attorneys’ fees in the amount of 1/3 of the Gross Settlement Sum (*i.e.* \$147,493.33) and reimbursement for incurred, documented third-party case litigation costs not to exceed \$35,000.00. Representative Plaintiffs are seeking a Service Award for the time devoted and benefits provided to the Class, and the risks assumed for serving as the Representative Plaintiffs, and for entering into a broader release of all claims. The service award that is being requested is \$10,000.00 for each Plaintiff, and this in addition to whatever settlement payment amount the Representative Plaintiffs are otherwise entitled to under the Settlement. Other settlement costs include approximately \$14,845.00 for payment to the third-party settlement administrator, Apex Class Action LLC, to administer the Settlement, and approximately \$18,750.00 that is payable to the State of California for settlement of the Private Attorneys General Act claim asserted in connection with the case. The amounts above are amounts that will be requested, but the actual amounts awarded (whether the same or less) will be determined by the Court.

QUESTIONS? You may contact the Settlement Administrator or Class Counsel. Please refer to the Martinez/Castillo Class Action Settlement.

This Notice provides a summary of the Settlement and its terms and conditions. For a complete statement of the Settlement, refer to the Settlement Agreement entered into by the parties. Copies of the Settlement Agreement and Court preliminary approval documents are available for review from Class Counsel or at the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, California 90012, and online at <https://www.lacourt.org/>

Settlement Administrator Name and Contact Information:
Apex Class Action LLC
18 Technology Drive, Suite 154, Irvine, CA 92618, Tel: (800) 355-0700

PLEASE DO NOT TELEPHONE THE COURT FOR INFORMATION ABOUT THIS NOTICE OR THE SETTLEMENT PROCESS.

EXHIBIT B

OBJECTION FORM

Steve Martinez v. Radiant Services Corp.

Los Angeles County Superior Court
Case No. 22STCV23115

Carla Recinos Castillo v. Radiant Services Corp.; Humanitas Holdings, Inc.

Los Angeles County Superior Court
Case No. 22STCV37683

AS EXPLAINED IN MORE DETAIL IN THE “NOTICE OF PROPOSED SETTLEMENT” (“NOTICE”) THAT CAME WITH THIS FORM, YOU HAVE THE FOLLOWING OPTIONS AS PART OF THE SETTLEMENT:

| YOUR OPTIONS IN THIS SETTLEMENT | |
|--|--|
| DO NOTHING | You will remain a member of the class, receive a settlement payment, and be bound by the terms of the Settlement Agreement (including the release of claims). |
| OBJECT | If you choose, you may object to this Settlement. The Court may or may not agree with your objection. Objecting to the Settlement will not exclude you from the Settlement, and if the Court grants Final Approval to the Settlement, you will receive a payment from the Settlement and will be bound by the terms of the Settlement Agreement. |
| EXCLUDE YOURSELF | This is the only option that allows you to exclude yourself from the class action portion of the Settlement, including its release of claims. If you exclude yourself, you will receive no class action settlement payment as part of the Settlement, you cannot object to any portion of the Settlement, and you will not be bound by the terms of the class action settlement as a result. You will, however, be bound by the terms of any Court-approved PAGA claim settlement. |
| SUBMIT A WORKWEEK OR PAY PERIOD DISPUTE | Your dispute and related documentation will be reviewed and a decision will be made regarding your applicable workweeks or pay periods based on the information available. You will receive a payment from the Settlement and will be bound by the terms of the Settlement Agreement. |

If you wish to object to the Settlement, you must complete this Objection Form stating the basis for your objection, along with any documents that support your objection, and mail it to the Martinez/Castillo Settlement Administrator, 18 Technology Drive, Suite 154, Irvine, CA 92618, on or before , 2025. If the Notice has been re-mailed, then you shall receive an additional 14 days beyond this response deadline to submit this Objection Form. You may also, if you wish, appear at the Settlement Fairness Hearing

concerning the proposed settlement, either personally or through an attorney you hire and present oral objections at the Settlement Fairness Hearing, regardless of whether or not you submit this Objection Form.

I object to the proposed Settlement for the following reasons:

(If you need more space, please attach additional pages to this form.)

Dated: _____

(Signature)

(Typed or Printed Name)

(Address)

(City, State, Zip Code)

(Telephone Number, Including Area Code)

XXX - XX - ____ ____ ____ ____
(Social Security Number – last 4 digits only)

EXHIBIT C

EXCLUSION FORM

Steve Martinez v. Radiant Services Corp.

Los Angeles County Superior Court
Case No. 22STCV23115

Carla Recinos Castillo v. Radiant Services Corp.; Humanitas Holdings, Inc.

Los Angeles County Superior Court
Case No. 22STCV37683

AS EXPLAINED IN MORE DETAIL IN THE “NOTICE OF PROPOSED SETTLEMENT” (“NOTICE”) THAT CAME WITH THIS FORM, YOU HAVE THE FOLLOWING OPTIONS AS PART OF THE SETTLEMENT:

| YOUR OPTIONS IN THIS SETTLEMENT | |
|--|---|
| DO NOTHING | You will remain a member of the class, receive a settlement payment, and be bound by the terms of the Settlement Agreement (including the release of claims). |
| OBJECT | If you choose, you may object to this Settlement. The Court may or may not agree with your objection. Objecting to the Settlement will not exclude you from the Settlement, and if the Court grants Final Approval to the Settlement, you will receive a payment from Settlement and will be bound by the terms of the Settlement Agreement. |
| EXCLUDE YOURSELF | This is the only option that allows you to exclude yourself from the class action portion of the Settlement, including its release of claims. If you exclude yourself, you will receive no class action settlement payment as part of the Settlement, you cannot object to any portion of the proposed settlement, and you will not be bound by the terms of the class action settlement as a result. You will, however, be bound by the terms of any Court-approved PAGA claim settlement. |
| SUBMIT A WORKWEEK OR PAY PERIOD DISPUTE | Your dispute and related documentation will be reviewed and a decision will be made regarding your applicable workweeks or pay periods based on the information available. You will receive a payment from the Settlement and will be bound by the terms of the Settlement Agreement. |

SUBMIT THIS FORM ONLY IF YOU WISH TO BE EXCLUDED FROM PARTICIPATING IN THE CLASS ACTION SETTLEMENT AND RECEIVE NO PAYMENT IN CONNECTION WITH THE CLASS ACTION SETTLEMENT:

If you wish to exclude yourself from the class action Settlement, you must complete and mail this Exclusion Form to the Martinez/Castillo Settlement Claims Administrator, 18 Technology Drive, Suite 154, Irvine, CA 92618, on or before _____, 2025. If the Notice has been re-mailed, then you shall receive an additional 14 days beyond this response deadline to submit this Exclusion Form.

I declare as follows:

I was or have been employed as a non-exempt, hourly paid employee by Radiant as a driver, or by Humanitas and was assigned to work at Radiant in any position, in California at some time between December 1, 2018 through July 18, 2025. I have received and reviewed the Notice of Proposed Settlement, and I wish to be **EXCLUDED** from the Class and to **NOT** participate in the proposed class action settlement. I understand that by submitting this form I will **NOT** receive any settlement payment in connection with the class action settlement. I understand I will be bound by any Court-approved PAGA settlement in the case and may receive a share of the Court-approved PAGA payment if eligible.

Dated: _____

(Signature)

(Typed or Printed Name)

(Address)

(City, State, Zip Code)

(Telephone Number, Including Area Code)

(Social Security Number – last 4 digits only)

EXHIBIT D

DISPUTE FORM

Steve Martinez v. Radiant Services Corp.

Los Angeles County Superior Court
Case No. 22STCV23115

Carla Recinos Castillo v. Radiant Services Corp.; Humanitas Holdings, Inc.

Los Angeles County Superior Court
Case No. 22STCV37683

AS EXPLAINED IN MORE DETAIL IN THE “NOTICE OF PROPOSED SETTLEMENT” (“NOTICE”) THAT CAME WITH THIS FORM, YOU HAVE THE FOLLOWING OPTIONS AS PART OF THE SETTLEMENT:

| YOUR OPTIONS IN THIS SETTLEMENT | |
|--|---|
| DO NOTHING | You will remain a member of the class, receive a settlement payment, and be bound by the terms of the Settlement Agreement (including the release of claims). |
| OBJECT | If you choose, you may object to this Settlement. The Court may or may not agree with your objection. Objecting to the Settlement will not exclude you from the Settlement, and if the Court grants Final Approval to the Settlement, you will receive a payment from Settlement and will be bound by the terms of the Settlement Agreement. |
| EXCLUDE YOURSELF | This is the only option that allows you to exclude yourself from the class action portion of the Settlement, including its release of claims. If you exclude yourself, you will receive no class action settlement payment as part of the Settlement, you cannot object to any portion of the proposed settlement, and you will not be bound by the terms of the class action settlement as a result. You will, however, be bound by the terms of any Court-approved PAGA claim settlement. |
| SUBMIT A WORKWEEK OR PAY PERIOD DISPUTE | Your dispute and related documentation will be reviewed and a decision will be made regarding your applicable workweeks or pay periods based on the information available. You will receive a payment from the Settlement and will be bound by the terms of the Settlement Agreement. |

SUBMIT THIS FORM ONLY IF YOU WANT TO DISPUTE THE NUMBER OF APPLICABLE WORKWEEKS OR PAY PERIODS CREDITED TO YOU IN YOUR NOTICE:

If you wish to submit a dispute, you must complete and mail this Dispute Form to the Martinez/Castillo Settlement Claims Administrator, 18 Technology Drive, Suite 154, Irvine, CA 92618, on or before [REDACTED].

If the Notice has been re-mailed, then you shall receive an additional 14 days beyond this response deadline to submit this Dispute Form. You should provide any available documents or information supporting or substantiating your dispute.

If a dispute is submitted, Defendants will review its relevant records to verify the Workweek and/or Pay Period information contained in your employee file. Defendants' records shall have a rebuttable presumption of correctness. After review of your dispute and consultation with the relevant parties if necessary, the Settlement Administrator will make a final and binding determination without hearing or right to appeal (unless the Court rules otherwise) and communicate the Settlement Administrator's determination to you, Class Counsel, and Defendants' Counsel. Late or incomplete Dispute Forms will be invalid and will not be considered unless the Court approves consideration of such a late or incomplete Dispute Form.

Check the applicable boxes and complete the dispute form information below:

Workweek Dispute: I want to dispute the number of applicable Workweeks credited to me in my Notice of Proposed Settlement. I worked the following number of Workweeks between December 1, 2018 through July 18, 2025 (i.e., the Class Period): _____. (Be sure to include any supporting documentation/information).

Pay Period Dispute: I want to dispute the number of applicable Pay Periods credited to me in my Notice of Proposed Settlement. I worked the following number of Pay Periods between May 13, 2021 to July 18, 2025 (i.e., the PAGA Period): _____. (Be sure to include any supporting documentation/information).

Dated: _____

(Signature)

(Typed or Printed Name)

(Address)

(City, State, Zip Code)

(Telephone Number, Including Area Code)

XXX – XX – ____ ____ ____ ____
(Social Security Number – last 4 digits only)