

EXHIBIT 1

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF VENTURA

JALEN GRISSOM, individually, and on behalf
of all others similarly situated,

Plaintiff,

vs.

LIFETECH RESOURCES, LLC, a limited
liability company; REAL TIME STAFFING
SERVICES, LLC, a limited liability company;
EMPLOYBRIDGE, LLC, a limited liability
company; and DOES 1 through 10, inclusive,

Defendants.

) Case No. 2023CUOE011771

)
) *[Assigned for All Purposes To Judge Charmaine*
) *H. Buehner, Dept. J4]*

) **JOINT STIPULATION OF SETTLEMENT**
) **AND RELEASE OF PAGA ACTION**

) Action Filed: July 25, 2023

1 This Joint Stipulation of Settlement and Release of PAGA Action (“Agreement”) is made
2 and entered into between Plaintiff Jalen Grissom (“Plaintiff”), individually and on behalf of the
3 proposed PAGA Group, (defined below), and Defendants Lifetech Resources, LLC (“Lifetech”),
4 EmployBridge, LLC (“EmployBridge”), and Real Time Staffing Services, LLC (“Real Time”)
5 (Lifetech, EmployBridge, and Real Time collectively, “Defendants”). This Agreement is subject to
6 approval of the Court and is made for the sole purpose of consummating the settlement of the Action
7 (as defined below), subject to the following terms and conditions. As detailed below, in the event
8 the Court does not enter an Approval Order and Judgment (as defined below), or the conditions
9 precedent are not met for any reason, this Agreement is void and of no force or effect whatsoever.

10 1. **DEFINITIONS**

11 As used in this Agreement, the following terms shall have the meanings specified below. To
12 the extent terms or phrases used in this Agreement are not specifically defined below, but are defined
13 elsewhere in this Agreement, they are incorporated by reference into this definition section.

14 1.1 **Action**. “Action” shall mean this civil action titled *Jalen Grissom v. Lifetech*
15 *Resources, LLC, et al.*, Ventura County Superior Court, Case No. 2023CUOE011771, filed on July
16 25, 2023, and the underlying PAGA Notice sent to the Labor and Workforce Development Agency
17 (“LWDA”) by Plaintiff on July 25, 2023. In addition, concurrent with the settlement of the Action
18 for Court approval, Plaintiff will file a Second Amended Complaint (“SAC”), which will become the
19 “Operative Complaint,” to add the failure to pay vacation wages and failure to provide suitable
20 seating theories of liability alleged in Plaintiff’s July 24, 2023 PAGA Notice. All material allegations
21 in the SAC shall be deemed denied by Defendants without Defendants needing to file an Answer or
22 any other pleading in the Action. The SAC shall also be included within the term “Action.”

23 1.2 **Approval and Fairness Hearing**. “Approval and Fairness Hearing” or
24 “Approval Hearing” shall mean the hearing held to ascertain the fairness, reasonableness, and
25 adequacy of the PAGA Settlement. At this hearing, the Court will consider PAGA Counsel’s
26 application for Attorneys’ Fees and Costs, the PAGA Representative Enhancement Award to
27 Plaintiff, the Administration Expenses, and approval of the PAGA Payment. The proposed Order
28 Granting Approval and Entering Judgment is attached, in substantial form, as **Exhibit B**.

1.3 **Approval Date.** “Approval Date” shall mean the date upon which the Court enters an Order and Judgment granting approval of the PAGA Settlement.

1.4 **Approval Order and Judgment.** “Approval Order and Judgment” shall mean the Court’s Order and Judgment Granting Approval of the Settlement.

1.5 **Claims.** “Claims” shall mean the claims and theories alleged and causes of action alleged in the Action, or that could have been alleged in the Action, including the PAGA penalties alleged in the Action.

1.6 **Court.** “Court” shall mean the Superior Court of California, County of Ventura (or any court to which the Action is transferred).

1.7 **Defendants.** “Defendants” shall mean Lifetech Resources, LLC (“Lifetech”), EmployBridge, LLC (“EmployBridge”), and Real Time Staffing Services, LLC (“Real Time”).

1.8 **Defense Counsel.** “Defense Counsel” shall mean David G. Hagopian and Garrett V. Jensen of CDF Labor Law LLP, 18300 Von Karman Avenue, Suite 800, Irvine, California 92612 for Real Time; and Michael Brody of LightGabler, 760 Paseo Camarillo, Suite 300, Camarillo, CA 93010 for Lifetech.

1.9 **Effective Date.** “Effective Date” shall be the later of the time when: (i) the date of final affirmance of the Judgment on an appeal of the Judgment, the expiration of the time for, or the denial of, a petition to review the Judgment, or if review is granted, the date of final affirmance of the Judgment following review pursuant to that grant, (ii) the date of final dismissal of any appeal from the Judgment or the final dismissal of any proceeding to review the Judgment, provided that the Judgment is affirmed and/or not reversed in any part, (iii) the final resolution (or withdrawal) of any filed appeal in a way that affirms the Approval Order and Judgment in a form substantially identical to the form of the Approval Order entered by the Court, and the time to petition for review with respect to any appellate decision affirming the Approval Order has expired; or (iv) if no appeal is filed, the sixty-first (61st) day after the Court enters the Order approving the PAGA Settlement and the Judgment approving this Agreement.

1.10 **Gross Settlement Amount.** “Gross Settlement Amount” means the agreed upon settlement amount totaling Three Hundred Ten Thousand Dollars (\$310,000.00), to be paid by

Defendants in full settlement of the Released PAGA Claims asserted in this case, which includes the Attorneys' Fees and Costs, Settlement Administration Fees, Enhancement Award to Plaintiff in the amount of \$2,500.00 ("Enhancement Award"), the LWDA PAGA Payment, and Individual PAGA Payments. In no event shall Defendants be required to pay more than the Gross Settlement Amount. Defendants are not jointly and severally liable for the Gross Settlement Amount. None of the Gross Settlement Amount will revert to Defendants.

1.11 **Individual PAGA Payment.** "Individual PAGA Payment(s)" shall mean the PAGA Group's pro rata share of 25% of the PAGA Penalties allocated pursuant to Labor Code section 2699(i) and calculated according to the number of PAGA Pay Periods each PAGA Group Member worked during the PAGA Period.

1.12 **LWDA PAGA Payment.** "LWDA PAGA Payment" shall mean the LWDA's 75% share of the PAGA Penalties, allocated pursuant to Labor Code section 2699(i).

1.13 **Net Settlement Amount.** "Net Settlement Amount" or "NSA" shall mean the Gross Settlement Amount, minus the Court-approved amounts awarded for the Attorneys' Fees and Costs, Settlement Administration Fees, Enhancement Award, and LWDA PAGA Payment. The NSA shall be split with 25% being paid to the PAGA Group Members and 75% to the LWDA. The Parties intend that the NSA shall be sufficient to pay all valid claims of the PAGA Group Members. Accordingly, if for any reason the total value of Individual PAGA Payments to PAGA Group Members exceeds this amount, then payment to each PAGA Group Member will be adjusted on a pro-rated basis so that the total payout to PAGA Group Members does not exceed the NSA.

1.14 **PAGA.** "PAGA" refers to the Labor Code Private Attorneys General Act of 2004, Labor Code sections 2699, *et seq.*

1.15 **PAGA Counsel.** "PAGA Counsel" refers to Moon Law Group, P.C., 725 S. Figueroa St., 31st Floor, Los Angeles, CA 90017.

1.16 **PAGA Counsel's Attorneys' Fees and Costs.** "PAGA Counsel's Attorneys' Fees and Costs" shall mean PAGA Counsel's attorneys' fees and costs to be requested and subject to approval by the Court at the time of the Approval Hearing in an amount not to exceed \$103,333.33 (one-third of the Gross Settlement Amount) and costs not to exceed \$28,000.

1.17 **PAGA Group Member(s)**. “PAGA Group” or “PAGA Group Member(s)” shall mean all current and former non-exempt employees of Real Time who were assigned to work at Lifetech in California during the PAGA Period, and all current and former non-exempt employees of Lifetech in California during the PAGA Period.

1.18 **PAGA List**. “PAGA List” shall mean the information for each PAGA Group Member which Defendants shall compile from their business records and provide to the Settlement Administrator for purposes of providing notice of the Settlement to the PAGA Group. The PAGA List shall be in a readable, ready to use, MS Excel spreadsheet, which will provide for each PAGA Group Member, the following information: (a) full name; (b) last-known mailing address; (c) telephone number(s); (d) Social Security number; and (e) number of pay periods employed as a PAGA Group Member during the PAGA Period. The PAGA List will be provided to the Settlement Administrator within twenty-one (21) days of Defendants receiving notice that the Court enters the Approval Order and Judgment.

1.19 **PAGA Penalties**. “PAGA Penalties” shall mean the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount in settlement of the Released PAGA Claims.

1.20 **PAGA Period**. “PAGA Period” shall mean the period from July 24, 2022, to the date the Court enters the Approval Order and Judgment.

1.21 **PAGA Pay Period**. “Pay Period” shall mean any pay period during which a PAGA Group Member worked for Defendants for at least one day during the PAGA Period.

1.22 **Parties**. “Parties” shall mean Plaintiff (as defined below) and Defendants.

1.23 **Plaintiff**. “Plaintiff” and “PAGA Representative” shall mean the named Plaintiff, Jalen Grissom.

1.24 **Released PAGA Claims**. “Released PAGA Claims” shall mean all claims under PAGA for civil penalties and/or attorneys’ fees that were asserted, or that could have been asserted based on the facts, claims, and theories expressly pleaded in the Complaint, First Amended Complaint, or Operative Complaint, as well as the facts claims or theories expressly raised in Plaintiff’s Notice to the LWDA dated July 24, 2023, and for claims arising under California Labor Code sections 201-204, 210, 226, 226(a), 226(e), 226.3, 226.7, 227.3, 510, 512, 558, 1174, 1174.5,

1 1194, 1194.2, 1197.1, 1198, 2802, and all applicable IWC Wage Orders, including, but not limited
2 to, IWC Wage Order §§ 7(A)(3), 7(A)(5), and 7-2001, based on theories of liability, including, but
3 not limited to, (1) failure to pay for all hours worked; (2) failure to pay minimum wages, including,
4 but not limited to, off-the-clock (donning and doffing, waiting in line, on-call, stand-by), rounding,
5 etc.; (3) failure to pay overtime compensation, including, but not limited to, off-the-clock (donning
6 and doffing, waiting in line, on-call, stand-by), rounding, etc.; (4) failure to provide meal periods
7 and/or pay meal period premiums; (5) failure to authorize and permit rest breaks; (6) failure to
8 maintain accurate hours worked and meal periods; (7) failure to timely pay final wages at
9 termination; (8) failure to indemnify necessary business expenses, (9) failure to provide accurate
10 itemized wage statements; (10) failure to pay accrued vacation wages; and (11) failure to provide
11 suitable seating.

12 1.25 **Released Parties.** “Released Parties” shall mean Defendants, together with their
13 current and former owners, officers, directors, managers, members, employees and agents, including,
14 without limitation, any third-party staffing agency who placed employees to work at Lifetech during
15 the PAGA Period, as well as Defendants’ respective predecessors, successors, parent companies,
16 subsidiaries, related companies, affiliated companies, and each of their current and former owners,
17 officers, directors, managers, members, employees and/or agents..

18 1.26 **Settlement.** “Settlement” shall mean the settlement between the Parties, which is
19 memorialized by way of this Agreement, including any attached exhibits, and subject to the Court’s
20 approval.

21 1.27 **Settlement Administrator.** “Settlement Administrator” or “Administrator” shall
22 mean Simpluris, Inc., the third-party settlement administrator selected by the Parties and to be
23 approved by the Court, which the Parties have agreed will be responsible for administration of the
24 Settlement and related matters. The Administrator’s fee and expenses (“Settlement Administration
25 Fees”) are estimated to not exceed \$4,871.00.

26 1.28 **PAGA Settlement Letter.** “PAGA Settlement Letter” shall mean the letter
27 accompanying the Individual PAGA Payments attached, in substantial form, as **Exhibit A.**

28 2. **FACTUAL AND PROCEDURAL BACKGROUND OF ACTION**

2.1 On July 25, 2023, Plaintiff filed the Action in the Ventura County Superior Court. Defendants thereafter presented Plaintiff with an arbitration agreement between Plaintiff and Real Time. On account of the arbitration agreement, on October 24, 2023, at Plaintiff's request, the Court ordered the dismissal of Plaintiff's putative class and individual claims, and stayed the PAGA representative claim pending arbitration of Plaintiff's individual claims, including his individual PAGA claim. The Parties thereafter agreed to attend mediation and to stay the arbitration of his individual claims pending mediation.

2.2 On April 25, 2025, the Parties participated in a private mediation with Todd Smith, Esq., and in advance of such, Plaintiff requested, and received, informal discovery to evaluate the claims and theories alleged. Following the mediation, the parties were able to resolve the matter based on a mediator's proposal.

2.3 The Parties and their respective counsel believe this Agreement reflects a fair, adequate, and reasonable settlement of the PAGA claims and have arrived at this Agreement as a result of arm's-length negotiations, facilitated by an experienced and neutral mediator, taking into account all relevant factors, present and potential.

3. ALLEGATIONS OF THE PAGA REPRESENTATIVE AND BENEFITS OF THE SETTLEMENT

3.1 The investigation and extensive exchange of information and informal discovery conducted in this matter, as well as discussions between counsel have been adequate to give PAGA Counsel an understanding of the merits of the Parties' respective positions and to evaluate the worth of the claims of the PAGA Group. The information and data exchanged by the Parties prior to and during mediation and settlement negotiations are sufficient to reliably assess the merits of the Parties' respective positions and to compromise the issues on a fair and equitable basis.

3.2 The Parties recognize and acknowledge the expense and delay of continued lengthy proceedings necessary to prosecute the Action against Defendants through trial and appeal. PAGA Counsel has considered the uncertain outcome of the litigation, the risk of continued litigation in complex actions such as this, as well as the difficulties and delays inherent in such litigation, as well as trying the claims of the PAGA Group. PAGA Counsel believes that the Settlement set forth

1 in this Agreement confers substantial benefits upon Plaintiff and the PAGA Group and that an
2 independent review of this Agreement by the Court in the approval process will confirm this
3 conclusion. Based on their own independent investigation and evaluation, PAGA Counsel has
4 determined that the Settlement set forth in the Agreement is in the best interests of Plaintiff and the
5 PAGA Group.

6 4. **NO ADMISSION OF ANY LIABILITY**

7 4.1 This Agreement represents a compromise and settlement of highly disputed
8 claims. This Agreement does not constitute, is not intended to constitute, and will not be deemed to
9 constitute, an admission of liability by Defendants as to the merits, validity, or accuracy of any of
10 the allegations or claims made against Defendants in the Action. Defendants deny each and all of
11 Plaintiff's allegations in their entirety.

12 4.2 Nothing in this Agreement, the Memorandum of Understanding nor any action
13 taken or made in implementation thereof, nor any statements, discussions, or communications, nor
14 any materials prepared, exchanged, issued, or used during the course of the negotiations leading to
15 the Agreement, is intended by the Parties to, nor will any of the foregoing constitute, be introduced,
16 be used, or be admissible in any way in this case or any other judicial, arbitral, administrative,
17 investigative or other forum or proceeding as evidence of any violation of any federal, state, or local
18 law, statute, ordinance, regulation, rule, or executive order, or any obligation or duty at law or in
19 equity. Notwithstanding the foregoing, the Agreement may be used in any proceeding in the Court
20 that has as its purpose the interpretation, implementation, or enforcement of the Agreement or any
21 orders or judgments of the Court entered into in connection therewith.

22 4.3 The Parties agree that Plaintiff's motion for approval of the Settlement and
23 Defendants' agreement thereto is for purposes of the Settlement only. If, for any reason, the
24 Settlement is not approved, this Agreement will not be admissible in this or any other proceeding as
25 evidence that (i) the Action should proceed forward, or (ii) Defendants are liable to Plaintiff or the
26 PAGA Group as Plaintiff alleged. In the event that this Agreement is not approved by the Court or
27 any appellate court, is terminated, or otherwise fails to be enforced, Defendants will not be deemed
28 to have waived, limited, or affected in any way any of their objections or defenses in the Action,

including, but not limited to, their ability to move to compel arbitration, raise defenses in opposition to the Action, or contest the merits of the claims and theories alleged.

5. **SETTLEMENT CONSIDERATION**

5.1 **Gross Settlement, Net Settlement Amount, and Distribution.** The Gross Settlement Amount and other actions and forbearances taken by Defendants shall constitute adequate consideration for the Settlement and will be made in full and final settlement of: (a) the Released PAGA Claims, (b) PAGA Counsel's Attorneys' Fees and Costs, (c) Settlement Administration Fees, (d) the LWDA PAGA Payment, (e) the Enhancement Award, and (f) the Individual PAGA Payments to the PAGA Group, and any other obligation of Defendants under this Agreement.

5.2 **Payments to Settlement Group Members.** Each PAGA Group Member shall be eligible to receive an Individual PAGA Payment. The Parties understand that PAGA Group Members who receive an Individual PAGA Payment pursuant to this Agreement shall be solely responsible for any and all other individual tax obligations associated with the payment.

5.3 **No Effect on Employee Benefits.** Neither the Settlement nor any amounts paid under the Settlement will modify any previously credited hours, days, or weeks or service under any employee benefit plan, policy or bonus program sponsored by Defendants or their affiliates, parents or successors. Such amounts will not form the basis for additional contributions to, benefit under, or any other monetary entitlement under Defendants' sponsored benefit plans, policies or bonus programs, if any. The payments made under the terms of this Settlement shall not be applied retroactively, currently, or on a going-forward basis, as salary, earnings, wages, or any other form of compensation for the purposes of any of Defendants' benefit plans, policies or bonus programs, if any. Defendants retain the right to modify the language of their benefits plans, policies and bonus programs to effect this intent and to make clear that any amounts paid pursuant to this Agreement are not for "weeks worked," "weeks paid," "weeks of service," or any similar measuring term as defined by applicable plans, policies and bonus programs for purpose of eligibility, vesting, benefit accrual, or any other purpose, and that additional contributions or benefits are not required by this Agreement. Defendants do not consider the Individual PAGA Payments "compensation" for purposes of determining eligibility for, or benefit accrual within, any benefits plan, policy, or bonus

1 program, or any other plan or program sponsored by Defendants or their affiliates, parents or
2 successors, if any.

3 5.4 **PAGA Counsel Attorneys' Fees and Costs.** As part of the motion for approval
4 of the Settlement, PAGA Counsel may submit an application for an award of Attorneys' Fees and
5 Costs. Defendants agree not to object to any such fee, cost or expense application in line with this
6 Agreement and in an amount not to exceed \$103,333.33 (one-third of the Gross Settlement Amount)
7 for attorneys' fees and \$28,000.00 for recoverable costs. As a condition of this Settlement, PAGA
8 Counsel has agreed to pursue fees and costs only in the manner reflected by this Agreement. Any
9 PAGA Counsel Attorneys' Fee and Costs awarded by the Court shall be paid from the Gross
10 Settlement Amount. If the PAGA Counsel voluntarily reduces the request for Attorneys' Fees and
11 Costs or the Court's award is less than set forth above, the difference shall revert to the Net Settlement
12 Amount.

13 The Attorneys' Fees and Costs approved by the Court shall encompass: (a) all work
14 performed and costs and expenses incurred by, or at the direction of, any attorney purporting to
15 represent the PAGA Group through the date of this Agreement; (b) all work to be performed and
16 costs to be incurred in connection with approval by the Court of the Settlement set forth in this
17 Agreement; (c) all work to be performed and costs and expenses, if any, incurred in connection with
18 administering the Settlement through the Effective Date; and (d) may be based on the Catalyst Theory
19 and/or Common Fund Doctrine.

20 5.5 **Payment of PAGA Counsel Attorneys' Fees and Costs.** PAGA Counsel
21 Attorneys' Fees and Costs as awarded by the Court shall be paid by the Settlement Administrator
22 within seven (7) calendar days of the date Defendants fully fund the Gross Settlement Amount.

23 5.6 **Escalator Clause.** Defendants represent that there are approximately 15,940 Pay
24 Periods during the period from July 24, 2022 to April 25, 2025 ("Data Period"). Should the number
25 of Pay Periods during the PAGA Period increase by more than 10% (*i.e.*, exceed 17,534), Defendants,
26 at their discretion, have the choice of: (1) increasing the Gross Settlement Amount proportionally
27 (for example, if the number of pay periods is 11% higher than 15,940 during the Data Period, then
28 the Gross Settlement Amount will increase by 1%), or (2) shorten the PAGA Period such that it ends

on the Pay Period in which the total number of Pay Periods reaches 17,534 and with no increase in the Gross Settlement Amount.

6. **ADMINISTRATION COSTS AND EXPENSES**

6.1 **The Settlement Administrator's Costs and Expenses.** All costs and expenses due to the Settlement Administrator in connection with its administration of the Settlement described in the Agreement, including, but not limited to, formatting and mailing the Settlement Letter and Individual PAGA Payments, performing a National Change of Address database search to update PAGA Group Members' addresses prior to the mailing, performing skip-traces to locate and update PAGA Group Members' addresses, calculating, and distributing Individual PAGA Payments, and any other tasks requested by the Parties or by the Court, among other tasks as reflected within this Agreement, will be paid through the Gross Settlement Amount.

7. **FUNDING AND DISTRIBUTION**

7.1 **Funding of the Gross Settlement Amount.** The Settlement Administrator will provide Defendants with its bank wire instructions to establish the Qualified Settlement Fund (QSF).

Within fourteen (14) days of the Effective Date, Defendants shall transmit the Gross Settlement Amount to the Settlement Administrator.

7.2 **Distribution of the Gross Settlement Amount.** Within seven (7) calendar days of the date Defendants fully fund the Gross Settlement Amount, the Administrator will pay to PAGA Group Members, their Individual PAGA Payments via first-class regular U.S. Mail; to PAGA Counsel, the Court-awarded Attorneys' Fees and Costs; to the LWDA, the Court-approved LWDA PAGA Payment; to the Plaintiff, the Court-approved Enhancement Award; and to the Administrator, the Court-awarded Settlement Administration Fees.

7.3 **Non-Cashed Settlement Checks.** PAGA Group Members shall have one hundred eighty days (180) to cash their checks. Any funds associated with uncashed checks after one hundred eighty (180) days will be sent to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500 *et seq.*, for the benefit of those PAGA Group Members whose checks were voided.

8. **NULLIFICATION OF THIS AGREEMENT**

1 8.1 **Non-Approval of the Agreement.** If (a) the Court should for any reason fail to
2 approve this Agreement in the form agreed to by the Parties, or (b) the Court should for any reason
3 fail to enter a judgment on this Action, or (c) the approval of the Settlement and judgment is reversed,
4 modified or declared or rendered void, then the Settlement shall be considered null and void, and
5 neither the Settlement nor any of the related negotiations or proceedings shall be of any force or
6 effect, and all Parties to the Settlement shall stand in the same position, without prejudice, as if the
7 Settlement (and any related filings set forth in this Agreement) had not been entered into or filed with
8 the Court. Notwithstanding the foregoing, the Parties shall attempt in good faith to cure any
9 perceived defects in the Agreement to facilitate approval. In the event the Court awards less than the
10 requested amounts for Settlement Administration Fees, PAGA Counsel's Attorneys' Fees and Costs,
11 or Plaintiff's Enhancement Award, the difference shall become part of the Net Settlement Amount.

12 8.2 **Invalidation.** Invalidation of any material portion of the Settlement shall
13 invalidate the Settlement in its entirety, unless the Parties shall subsequently agree in writing that the
14 remaining provisions of the Settlement are to remain in full force and effect.

15 8.3 **Stay Upon Appeal.** In the event of a timely appeal from the approval of the
16 Settlement and Judgment, the Judgment shall be stayed, and Defendants shall not be obligated to
17 fund the Gross Settlement Amount or take any other actions required by this Agreement until all
18 appeal rights have been exhausted by operation of law.

19 9. **MOTION OR STIPULATION FOR COURT APPROVAL**

20 9.1 **Approval.** PAGA Counsel will submit this Agreement to the Court along with a
21 Motion or Stipulation for an Order Granting Approval of the Settlement.

22 10. **RELEASES AND WAIVERS**

23 10.1 **PAGA Group Members' Release.** Upon the Effective Date, Plaintiff, the PAGA
24 Group Members, and the State of California vis-à-vis the LWDA shall hereby release the Released
25 Parties for the Released PAGA Claims for the PAGA Period.

26 11. **DUTIES OF THE PARTIES**

27 11.1 **Mutual Full Cooperation.** The Parties agree to cooperate fully with one another
28 to accomplish and implement the terms of this Agreement. Such cooperation shall include, but not

1 be limited to, execution of such other documents and the taking of such other actions as may
2 reasonably be necessary to fulfill the terms of this Settlement. The Parties shall use their best efforts,
3 including all effects contemplated by this Agreement and any other efforts that may become
4 necessary by Court order or otherwise, to effectuate the terms of this Agreement. As soon as
5 practicable after execution of this Agreement, PAGA Counsel, with the cooperation of Defendants
6 and Defense Counsel, shall take all necessary and reasonable steps to secure the Court's final
7 approval of this Agreement.

8 11.2 **Duty to Support and Defend the Settlement.** The Parties agree to abide by all
9 of the terms of the Settlement in good faith and to support the Settlement fully and to use their best
10 efforts to defend this Settlement from any legal challenge, whether by appeal or collateral attack.

11 12. **MISCELLANEOUS PROVISIONS**

12 12.1 **Different Facts.** The Parties hereto, and each of them, acknowledge that, except
13 for matters expressly represented herein, the facts in relation to the dispute and all claims released
14 by the terms of this Agreement may turn out to be other than or different from the facts now known
15 by each party and/or their counsel, or believed by such Party or counsel to be true, and each Party
16 therefore expressly assumes the risk of the existence of different or presently unknown facts, and
17 agrees that this Agreement shall be in all respects effective and binding despite such difference.

18 12.2 **No Prior Assignments.** The Parties represent, covenant, and warrant that they
19 have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
20 encumber to any person or entity any portion of any liability, claim, demand, action, cause of action,
21 or right herein released and discharged except as set forth herein.

22 12.3 **Non-Admission.** Nothing in this Agreement shall be construed as or deemed to
23 be an admission by any Party of any liability, culpability, negligence, or wrongdoing toward any
24 other Party, or any other person, and the Parties specifically disclaim any culpability, negligence, or
25 wrongdoing toward each other or any other person. Each of the Parties has entered into this
26 Agreement with the intention to avoid further disputes and litigation with the attendant
27 inconvenience, expenses, and contingencies. Nothing herein shall constitute any admissions by
28 Defendants of wrongdoing or liability, or of the truth of any factual allegations in the Action. Nothing

1 herein shall constitute any admission by Defendants regarding the merits of the Claims in this Action.
2 Nothing herein shall constitute an admission by Defendants that the Action was properly brought as
3 a representative action other than for settlement purposes. To the contrary, Defendants have denied
4 and continue to deny each and every material factual allegation and all Claims. To this end, the
5 Settlement of the Action, the negotiation and execution of this Agreement, and all acts performed or
6 documents executed pursuant to or in furtherance of this Agreement or the Settlement are not, shall
7 not be deemed to be, and may not be used as, an admission or evidence of any wrongdoing or liability
8 on the part of Defendants or of the truth of any of the factual allegations in the Action; and are not,
9 shall not be deemed to be, and may not be used as, an admission or evidence of any fault or omission
10 on the part of Defendants in any civil, criminal or administrative proceeding in any court,
11 administrative agency or other tribunal.

12 12.4 **Media or Press.** Plaintiff and Defendants, and their respective counsel, agree to
13 limit public comment on this Settlement, the Action, and claims in the Action, stating that the matter
14 has been resolved to the satisfaction of the Parties. Plaintiff and Defendants, and their respective
15 counsel shall not initiate public comment and/or discuss with or present to the media or press.

16 12.5 **Construction.** The Parties hereto agree that the terms and conditions of this
17 Agreement are the result of lengthy, intensive, arms-length, non-collusive negotiations between the
18 Parties and that this Agreement is not to be construed in favor of or against any Party by reason of
19 the extent to which any Party or their counsel participated in the drafting of this Agreement. If any
20 of the dates in the Agreement fall on a weekend, bank or court holiday, the time to act shall be
21 extended to the next business day.

22 12.6 **Governing Law.** This Agreement is intended to and shall be governed by the
23 laws of the State of California, without regard to conflict of law principles, in all respects, including
24 execution, interpretation, performance, and enforcement.

25 12.7 **Captions and Interpretations.** Section titles or captions contained herein are
26 inserted as a matter of convenience and for reference only and in no way define, limit, extend, or
27 describe the scope of this Agreement or any provision thereof.

28 12.8 **Modification.** This Agreement may not be changed, altered, or modified, except

1 in writing signed by the Parties and approved by the Court. This Agreement may not be discharged
2 except by performance in accordance with its terms or by a writing signed by the Parties.

3 12.9 **Integration Clause.** This Agreement contains the entire agreement between the
4 Parties relating to the Settlement, and all prior or contemporaneous agreements, understandings,
5 representations, and statements, whether oral or written, and whether by a party or such party's legal
6 counsel, are hereby superseded. No rights under this Agreement may be waived except in writing as
7 provided above.

8 12.10 **Successors and Assigns.** This Agreement shall be binding upon and inure to the
9 benefit of the Parties and PAGA Group Members and their respective past, present, and former heirs,
10 trustees, executors, administrators, representatives, officers, directors, shareholders, agents,
11 employees, insurers, attorneys, accountants, auditors, advisors, consultants, pension and welfare
12 benefit plans, fiduciaries, parent companies, subsidiaries, affiliates, related companies, joint ventures,
13 predecessors, successors, and assigns.

14 12.11 **Corporate Signatories.** Any person executing this Agreement or any such
15 related document on behalf of a corporate signatory or on behalf of a partnership hereby warrants and
16 promises, for the benefit of all Parties hereto, that such person has been duly authorized by such
17 corporation or partnership to execute this Agreement or any such related document.

18 12.12 **Execution in Counterparts.** This Agreement shall become effective upon its
19 execution by all of the undersigned. The Parties may execute this Agreement in counterparts, and
20 execution of counterparts shall have the same force and effect as if all Parties had signed the same
21 instrument.

22 12.13 **Attorneys' Fees and Costs.** Except as otherwise specifically provided for herein,
23 each Party shall bear their or its own attorneys' fees, costs and expenses, taxable or otherwise,
24 incurred by them in or arising out of the Action and shall not seek reimbursement thereof from any
25 other Party to this Agreement.

26 12.14 **Binding Agreement.** The Parties warrant that they understand and have full
27 authority to enter into this Settlement, intend that this Agreement will be fully enforceable and
28 binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding

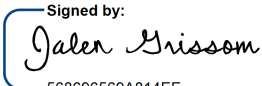
to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law. Plaintiff, and not his representative(s), must personally execute this Agreement. An authorized officer of Defendant must execute this Agreement on behalf of Defendant. This Agreement shall become binding and enforceable pursuant to California Code of Civil Procedure ("CCP") section 664.6.

12.15. **Continuing Jurisdiction.** The Parties agree that, after entry of Judgment, the Court shall retain jurisdiction over the Parties, Action, and Settlement for purposes of (i) enforcing this Agreement and/or the Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law. This Agreement shall be binding and enforceable pursuant to CCP section 664.6.

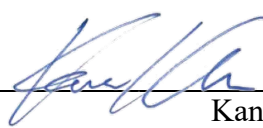
12.16 **Stay of Litigation.** The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

IN WITNESS WHEREOF, the Parties and their counsel have executed this Agreement on the date below their signatures of their representatives. The date of the Agreement shall be the date of the latest signature.

Dated: December 4, 2025 Plaintiff

By:  Signed by: Jalen Grissom
56666666A014EE...

Dated: December 5, 2025 MOON LAW GROUP, PC

By:  Kane Moon,
Attorney for Plaintiff JALEN
GRISSOM

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12/9/2025
Dated: November __, 2025

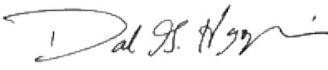
Defendants EmployBridge, LLC and Real Time Staffing Services, LLC

DocuSigned by:

By: F71133F3CC0B435...

Dated: ~~November __, 2025~~
December 11, 2025

CDF LABOR LAW LLP


By: _____
David G. Hagopian
Attorneys for Defendants
REAL TIME STAFFING SERVICES, LLC and
EMPLOYBRIDGE, LLC

Dated: November __, 2025

Defendant Lifetech Resources, LLC

By: _____
[NAME/TITLE]

Dated: November __, 2025

LIGHT GABLER

By: _____
Michael Brody
Attorneys for Defendant
LIFETECH RESOURCES, LLC

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Dated: November __, 2025

Defendants EmployBridge, LLC and Real Time Staffing Services, LLC

By: _____

Dated: November __, 2025

CDF LABOR LAW LLP

By: _____

David G. Hagopian

Attorneys for Defendants
REAL TIME STAFFING SERVICES, LLC and
EMPLOYBRIDGE, LLC

12/24/2025

Dated: December 24, 2025

Defendant Lifetech Resources, LLC

Signed by:

Janet Carieri

589F61B027B340E

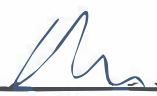
By: _____

[NAME/TITLE]

Janet Carieri

Dated: December 29, 2025

LIGHT GABLER

By:  _____

Michael Brody

Attorneys for Defendant
LIFETECH RESOURCES, LLC

EXHIBIT A

NOTICE OF PRIVATE ATTORNEYS GENERAL ACT (“PAGA”) SETTLEMENT

Jalen Grissom v. Lifetech Resources, LLC, et. al.
Superior Court of the State of California for the County of Ventura
Case No. 2023CUOE011771

Dear [PAGA Group Member’s Full Name]:

Enclosed with this letter is a settlement check being paid to you pursuant to the settlement of the lawsuit filed in the Ventura County Superior Court as *Jalen Grissom v. Lifetech Resources, LLC, et al.*, which has been designated Case No. 2023CUOE011771 (the “Lawsuit”). The purpose of this letter is to provide you with basic information about the Lawsuit, the reasons you are receiving the enclosed settlement check, and the effect of the settlement on your legal rights.

I. The Lawsuit.

The Lawsuit was filed on July 25, 2023, by Jalen Grissom (“Plaintiff”), a former employee of Real Time Staffing Services, LLC, dba Select Staffing (“Real Time”), who was assigned to work at Lifetech Resources, LLC (“Lifetech”) facility in California. The Lawsuit also named EmployBridge, LLC (“EmployBridge”) as a defendant (Real Time, EmployBridge, and Lifetech are collectively referred to as “Defendants”). On October 20, 2023, Plaintiff filed a First Amended Complaint against Defendants (“First Amended Complaint”), and subsequently filed a Second Amended Complaint (the “Operative Complaint”). In the Lawsuit, Plaintiff alleged that he and other current and former California hourly-paid, non-exempt employees of Real Time who were placed on assignment at Lifetech’s facility, as well as current and former hourly-paid non-exempt employees of Lifetech (the “PAGA Group” or “PAGA Group Member”), who were employed by Defendants from the period from July 24, 2022, to [the date of approval] (the “PAGA Period”), experienced violations of the California Labor Code and applicable Industrial Welfare Commission Wage Orders by Defendants. Specifically, based on the facts alleged in his Operative Complaint, Plaintiff alleged that Defendants violated sections of the California Labor Code, including but not limited to, California Labor Code sections 201-204, 210, 226, 226(a), 226(e), 226.3, 226.7, 227.3, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197.1, 1198, 2802, and all applicable IWC Wage Orders, including, but not limited to, IWC Wage Order §§ 7(A)(3), 7(A)(5), and 7-2001, based on theories of liability, including, but not limited to, (1) failed to pay for all hours worked; (2) failed to pay minimum wages; (3) failed to pay overtime compensation; (4) failed to provide meal periods and/or pay meal period premiums; (5) failed to authorize and permit rest breaks; (6) failed to maintain accurate hours worked and meal periods; (7) failed to timely pay final wages at termination; (8) failed to indemnify necessary business expenses, (9) failed to provide accurate itemized wage statements; (10) failed to pay accrued final vacation wages; and (11) failed to provide suitable seating. Based on these alleged violations, the Lawsuit sought civil penalties under the Labor Code Private Attorneys General Act of 2004 (“PAGA”) on behalf of the State of California and the PAGA Group.

Defendants deny all of the allegations in the Lawsuit. Defendants contend that they followed lawful policies and practices. In particular, Defendants contend that they followed all California Labor Code and Industrial Welfare Commission Wage Order provisions, including

paying their employees for all hours worked at the appropriate rate on a timely basis, providing them with compliant meal and rest breaks in accordance with the California Labor Code, paying employees all wages or monies owed at the time of termination, reimbursing all necessary business expenses, paying accrued vacation, if any, providing suitable seating, maintaining accurate records, and regularly issuing accurate, itemized wage statements to its employees.

Although there has been a settlement, which was approved by the Ventura County Superior Court on [Approval Date], the merits of the Lawsuit have not been determined

II. Why The Settlement Check is Being Sent to You

The settlement approved by the Ventura County Superior Court on [Approval Date] involves a payment of civil penalties, the reimbursement of the attorneys' fees and litigation costs incurred by Plaintiff's counsel ("PAGA Counsel") in furtherance of the Lawsuit, an Enhancement Award to Plaintiff, and administration costs. In accordance with PAGA, seventy-five percent (75%) of the civil penalties paid under the settlement are being paid to the California Labor and Workforce Development Agency. The remaining twenty-five percent (25%) of the civil penalties under the settlement are being distributed to all PAGA Group Members who worked during the PAGA Period. Such that, if you were employed by Real Time as a non-exempt employee and placed to work at Lifetech and/or by Lifetech as a non-exempt employee in California at any time between July 24, 2022 and [Approval date], then you are part of the "PAGA Group," and the enclosed settlement check is being sent to you because you have been identified as a PAGA Group Member.

III. How the Amount of Your Settlement Check Was Determined

The enclosed settlement check was calculated on a pro rata basis based on the number of pay periods you worked for Lifetech and/or for Real Time and assigned to work at Lifetech's facility in California during the period from July 24, 2022 and [Approval Date] ("PAGA Period") relative to the entire PAGA Group.

Your settlement check will remain valid for 180 days. If you do not cash your settlement check within 180 days, the check will be cancelled, and the funds will be sent to the State Controller's Office Unclaimed Property Division in your name.

IV. Consequences of the Settlement

The Lawsuit was filed as a representative action under PAGA, which functions as a substitute for an enforcement action by the State of California.

Although you are not a "party" to the Lawsuit, the Superior Court's orders and judgment approving the settlement of the Lawsuit binds all persons, including nonparty employees, such as yourself, who would be bound by a judgment in an action brought by the State of California itself. As a result, the judgment entered upon settlement of the Lawsuit is binding on you with respect to any claims for civil penalties under PAGA encompassed by the settlement. This is true regardless of whether you choose to cash the enclosed settlement check.

Upon the Effective Date, any person who is a member of the applicable PAGA Group shall be deemed to have fully and finally released all claims under PAGA for civil penalties and/or attorneys' fees that were asserted, or could have been asserted based on the facts, claims and theories expressly pleaded in the Complaint, First Amended Complaint, or Operative Complaint, as well as the facts claims or theories expressly raised in Plaintiff's Notice to the LWDA dated July 24, 2023, and for claims arising under California Labor Code sections 201-204, 210, 226, 226(a), 226(e), 226.3, 226.7, 227.3, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197.1, 1198, 2802, and all applicable IWC Wage Orders, including, but not limited to, IWC Wage Order §§ 7(A)(3), 7(A)(5), and 7-2001, based on theories of liability, including, but not limited to, (1) failure to pay for all hours worked; (2) failure to pay minimum wages, including, but not limited to, off-the-clock (donning and doffing, waiting in line, on-call, stand-by), rounding, etc.; (3) failure to pay overtime compensation, including, but not limited to, off-the-clock (donning and doffing, waiting in line, on-call, stand-by), rounding, etc.; (4) failure to provide meal periods and/or pay meal period premiums; (5) failure to authorize and permit rest breaks; (6) failure to maintain accurate hours worked and meal periods; (7) failure to timely pay final wages at termination; (8) failure to indemnify necessary business expenses, (9) failure to provide accurate itemized wage statements; (10) failure to pay accrued vacation wages; and (11) failure to provide suitable seating ("Released PAGA Claims"). Plaintiff, PAGA Group Members, and the LWDA will waive and release the Released PAGA Claims against Defendants, together with their current and former owners, officers, directors, managers, members, employees and agents, including, without limitation, any third-party staffing agency who placed employees to work at Lifetech during the PAGA Period, as well as Defendants' respective predecessors, successors, parent companies, subsidiaries, related companies, affiliated companies, and each of their current and former owners, officers, directors, managers, members, employees and/or agents ("Released Parties").

The Released PAGA Claims are limited to claims for civil penalties under PAGA during the PAGA Period. The Settlement will release any further attempt, by lawsuit, administrative claim or action, arbitration, demand, or other action of any kind, by the State of California, Plaintiff, and each and every PAGA Group Member to obtain any recovery for civil penalties arising under PAGA based on the Released PAGA Claims.

V. Taxation of Your Individual Settlement Payment

You will be issued an IRS Form 1099 in connection with the funds paid to you via the enclosed check. You are solely responsible for all tax obligations attributable to you that may arise as a result of receiving the settlement check. Should you seek tax advice or have tax questions relating to your receipt of the enclosed check, you should direct them to your own personal tax advisor.

VI. Where to Get More Information

Do not call the Ventura County Superior Court about this letter, the settlement, the settlement check sent to you, or the Lawsuit in general. If you have questions about this letter, the settlement, the settlement check sent to you, or the Lawsuit in general, you may contact the Settlement Administrator at [\[insert contact information\]](#).

Dated: [insert date]

EXHIBIT B

Kane Moon (SBN 249834)
E-mail: kmoon@moonlawgroup.com
Jacquelyne VanEmmerik (SBN 339338)
E-mail: jvanemmerik@moonlawgroup.com
Nichelle Christopherson (SBN 349221)
E-mail: nchristopherson@moonlawgroup.com
MOON LAW GROUP, PC
725 S. Figueroa St., 31st Floor
Los Angeles, CA 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125

Attorneys for Plaintiff, Jalen Grissom

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF VENTURA

JALEN GRISSOM, individually, and on behalf
of all others similarly situated,

Plaintiff,

vs.

LIFETECH RESOURCES, LLC, a limited
liability company; REAL TIME STAFFING
SERVICES, LLC, a limited liability company;
EMPLOYBRIDGE, LLC, a limited liability
company; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 2023CUOE011771

*[Assigned For All Purposes to the Honorable
Charmaine H. Buehner, Dept. J4]*

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION TO APPROVE
PAGA SETTLEMENT**

*[Filed with Plaintiff's Notice of Motion and
Motion to Approve PAGA Settlement, the
Declaration of Kane Moon, the Declaration
of Plaintiff Jalen Grissom, the Declaration of
Denise Islas, and [Proposed] Judgment]*

PAGA APPROVAL HEARING:

Date: January 22, 2026

Time: 8:30 a.m.

Dept.: 44

Complaint filed: July 25, 2023

Trial date: Not set

1 **[PROPOSED] ORDER**

2 Plaintiff Jalen Grissom (“Plaintiff”) seeks approval of a Joint Stipulation of Settlement
3 and Release of PAGA Action (the “PAGA Settlement”) entered into with Defendants Lifetech
4 Resources, LLC (“Lifetech”), Real Time Staffing Services, LLC dba Select Staffing (“Real
5 Time”), and Employbridge, LLC (“Employbridge”) (collectively, “Defendants”) (together with
6 Plaintiff, the “Parties”) in full resolution of the above-captioned litigation (the “Action”).

7 The Court having duly considered Plaintiff’s Notice of Motion and Motion to Approve
8 PAGA Settlement (“Motion”), the supporting declarations and exhibits thereto, all papers filed
9 and proceedings had herein, and having reviewed the record in this Action, and good cause
10 appearing,

11 **IT IS HEREBY ORDERED AND DECREED AS FOLLOWS:**

12 1. The Court, for purposes of this Order, refers to all defined terms and provisions as
13 set forth in the PAGA Settlement, which is attached as “**Exhibit 1**” to the Declaration of Kane Moon
14 in Support of Plaintiff’s Motion filed herewith.

15 2. The Court hereby GRANTS the Motion, and the PAGA Settlement is hereby
16 accepted and approved.

17 3. The Court finds that the terms of the PAGA Settlement are reasonable.

18 4. The Court finds the PAGA Settlement was the product of informed, non-collusive
19 negotiations conducted at arms’ length by the Parties. In making these findings, the Court considered
20 Defendant’s potential liability, the benefit to the State of California, allocation of settlement
21 proceeds among PAGA Group Members, and the fact that the settlement represents a compromise
22 of the Parties’ respective positions rather than the result of a finding of liability at trial. The Court
23 further finds that the terms of the Settlement have no obvious deficiencies. The Court finds that the
24 risks of further prosecution are substantial and include risks that (1) penalties would be reduced after
25 evaluation of the totality of the circumstances, or (2) that no penalties would be awarded for some
26 or all of the alleged violations.

1 5. The Released PAGA Claims shall bind the following individuals (“PAGA Group
2 Members” or “PAGA Group”): all current and former non-exempt employees of Defendant Real
3 Time who were assigned to work at Lifetech in California and all current and former non-exempt
4 employees of Lifetech in California, from July 24, 2022 through the date the Court grants approval
5 of the settlement (the “PAGA Period”).

6 6. Plaintiff exhausted all administrative remedies required to bring the PAGA claims
7 asserted in this action and is authorized to act as private attorney general with respect to the PAGA
8 claims being released under the terms of the PAGA Settlement. The California Labor and Workforce
9 Development Agency (the “LWDA”) was provided with notice of the PAGA Settlement via its
10 online submission process, and no objection has been received to the PAGA Settlement from the
11 LWDA.

12 7. The obligations set forth in the PAGA Settlement are deemed part of this Order, and
13 the Parties and the Administrator are ordered to carry out the PAGA Settlement according to its
14 terms and provisions.

15 8. Release of Claims.

16 a. Release by PAGA Group: Upon the Effective Date, Plaintiff, the PAGA Group
17 Members, and the State of California vis-à-vis the LWDA shall release the
18 Released Parties from all claims under PAGA for civil penalties and/or
19 attorneys’ fees that were asserted, or that could have been asserted based on
20 the facts, claims, and theories expressly pleaded in the Complaint, First
21 Amended Complaint, or Operative Complaint, as well as the facts claims or
22 theories expressly raised in Plaintiff’s Notice to the LWDA dated July 24,
23 2023, and for claims arising under California Labor Code sections 201-204,
24 210, 226, 226(a), 226(e), 226.3, 226.7, 227.3, 510, 512, 558, 1174, 1174.5,
25 1194, 1194.2, 1197.1, 1198, 2802, and all applicable IWC Wage Orders,
26 including, but not limited to, IWC Wage Order §§ 7(A)(3), 7(A)(5), and 7-
27 2001, based on theories of liability, including, but not limited to, (1) failure to
28

1 pay for all hours worked; (2) failure to pay minimum wages, including, but
2 not limited to, off-the-clock (donning and doffing, waiting in line, on-call,
3 stand-by), rounding, etc.; (3) failure to pay overtime compensation, including,
4 but not limited to, off-the-clock (donning and doffing, waiting in line, on-call,
5 stand-by), rounding, etc.; (4) failure to provide meal periods and/or pay meal
6 period premiums; (5) failure to authorize and permit rest breaks; (6) failure to
7 maintain accurate hours worked and meal periods; (7) failure to timely pay
8 final wages at termination; (8) failure to indemnify necessary business
9 expenses, (9) failure to provide accurate itemized wage statements; (10) failure
10 to pay accrued vacation wages; and (11) failure to provide suitable seating.
11 (“Released PAGA Claims”).

12 b. Released Parties: Defendants, together with their current and former owners,
13 officers, directors, managers, members, employees and agents, including,
14 without limitation, any third-party staffing agency who placed employees to
15 work at Lifetech during the PAGA Period, as well as Defendants’ respective
16 predecessors, successors, parent companies, subsidiaries, related companies,
17 affiliated companies, and each of their current and former owners, officers,
18 directors, managers, members, employees and/or agents (“Released Parties”).

19 9. The PAGA Settlement is not an admission by Defendants, nor is this Order a finding
20 of the validity of any allegations or of any wrongdoing by Defendants. Neither this Order, the PAGA
21 Settlement, nor any document referred to herein, nor any action taken to carry out the PAGA
22 Settlement, may be used as an admission of any fault, wrongdoing, omission, concession, or liability
23 whatsoever by or against Defendants.

24 10. Defendants shall pay the LWDA, PAGA Group Members, PAGA Counsel, Plaintiff,
25 and the Administrator pursuant to the terms of the Settlement Agreement:

26 a. A payment in the amount of \$132,106.09, which is 75% of the PAGA Penalties
27 of \$176,141.46, payable to the LWDA for civil penalties, pursuant to PAGA;
28

- 1 b. A payment in the amount of \$44,035.37, which is 25% of the PAGA Penalties
2 of \$176,141.46, payable to the PAGA Group Members on a pro rata basis for
3 civil penalties, pursuant to PAGA;
4 c. An award of \$103,333.33, payable to PAGA Counsel, for reasonable attorneys’
5 fees, pursuant to PAGA;
6 d. An award of \$23,154.21, payable to PAGA Counsel, for reasonably attorneys’
7 costs, pursuant to PAGA;
8 e. An award of \$2,500.00, payable to Plaintiff, for his efforts of initiating and
9 pursuing this action; and
10 f. A payment in the amount not to exceed \$4,871.00, payable to the Administrator,
11 for settlement administration costs. To the extent settlement administration costs
12 are less than this figure, the remainder will be distributed with 75% to the LWDA
13 and 25% to PAGA Group Members.

14 11. The Court approves of the Notice of PAGA Action Settlement attached to the PAGA
15 Settlement as “**Exhibit A**” to be sent by the Administrator to the PAGA Group Members along with
16 their respective Individual Settlement Payment.

17 12. The Court appoints Moon Law Group, PC as PAGA Counsel.

18 13. The Court appoints Simpluris, Inc. as the Administrator.

19 14. The Parties shall bear their own respective attorneys’ fees and costs, except as
20 otherwise provided for in the PAGA Settlement and approved by the Court. Defendants and the
21 Released Parties shall have no further liability for costs, expenses, interests, attorneys’ fees, or
22 for any other charge, expense, or liability relating to the Released PAGA Claims and shall be
23 released from all claims as set forth in the PAGA Settlement and in this Order.

24 15. This Action is dismissed with prejudice.

25 16. Pursuant to California Code of Civil Procedure section 664, this Court will retain
26 jurisdiction over the Parties, Action, and the PAGA Settlement solely for purposes of (i) enforcing
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1 the PAGA Settlement and/or Judgment, (ii) addressing settlement administration matters, and (iii)
2 addressing such post-Judgment matters as are permitted by law.

3 17. The Court sets a Compliance Hearing re: Distribution on _____, **2026**
4 **at _____ a.m./p.m. in Department 44.** PAGA Counsel are ordered to file a final report and
5 declaration by the Administrator regarding settlement distribution no later than _____
6 prior to the Compliance Hearing. No appearance will be required at the Compliance Hearing if the
7 Administrator's declaration reports that all the distributions under the PAGA Settlement are
8 complete.

9 **IT IS SO ORDERED.**

10
11 DATED:

Hon. Charmaine H. Buehner
Judge of the Ventura County Superior Court

Kane Moon (SBN 249834)
E-mail: kmoon@moonlawgroup.com
Jacquelyne VanEmmerik (SBN 339338)
E-mail: jvanemmerik@moonlawgroup.com
Nichelle Christopherson (SBN 349221)
E-mail: nchristopherson@moonlawgroup.com
MOON LAW GROUP, PC
725 S. Figueroa St., 31st Floor
Los Angeles, CA 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125

Attorneys for Plaintiff, Jalen Grissom

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF VENTURA

JALEN GRISSOM, individually, and on behalf
of all others similarly situated,

Plaintiff,

vs.

LIFETECH RESOURCES, LLC, a limited
liability company; REAL TIME STAFFING
SERVICES, LLC, a limited liability company;
EMPLOYBRIDGE, LLC, a limited liability
company; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 2023CUOE011771

*[Assigned For All Purposes to the Honorable
Charmaine H. Buehner, Dept. J4]*

[PROPOSED] JUDGMENT

*[Filed with Plaintiff's Notice of Motion and
Motion to Approve PAGA Settlement, the
Declaration of Kane Moon, the Declaration of
Plaintiff Jalen Grissom, the Declaration of
Denise Islas, and [Proposed] Order]*

PAGA APPROVAL HEARING:

Date: January 22, 2026

Time: 8:30 a.m.

Dept.: 44

Complaint filed: July 25, 2023

Trial date: Not set

1 **[PROPOSED] JUDGMENT**

2 Plaintiff Jalen Grissom (“Plaintiff”) seeks approval of a Joint Stipulation of Settlement and
3 Release of PAGA Action (the “PAGA Settlement”) entered into with Defendants Lifetech
4 Resources, LLC (“Lifetech”), Real Time Staffing Services, LLC dba Select Staffing (“Real
5 Time”), and Employbridge, LLC (“Employbridge”) (collectively, “Defendants”) (together with
6 Plaintiff, the “Parties”) in full resolution of the above-captioned litigation (the “Action”).

7 The Court having duly considered Plaintiff’s Notice of Motion and Motion to Approve
8 PAGA Settlement (“Motion”), the supporting declarations and exhibits thereto, all papers filed
9 and proceedings had herein, and having reviewed the record in this Action, and good cause
10 appearing,

11 **IT IS HEREBY ADJUDGED AND DECREED AS FOLLOWS:**

12 1. The Court has granted Plaintiff’s Motion by way of the Court’s Order Granting
13 Plaintiff’s Motion for Approval of PAGA Settlement (the “PAGA Approval Order”). The PAGA
14 Approval Order is incorporated herein in its entirety.

15 2. The Court now enters Final Judgment following the entry of the PAGA Approval
16 Order. The Final Judgment set forth herein is intended to be a final disposition of the Action in its
17 entirety and is intended to be immediately appealable. All capitalized terms used for purposes of
18 this Final Judgment have the same meaning as given in the PAGA Settlement, unless otherwise
19 indicated.

20 3. In accordance with and for the reasons stated in the PAGA Approval Order, Final
21 Judgment is entered whereby the Plaintiff, the California Labor and Workforce Development
22 Agency (the “LWDA”), and the PAGA Group Members, shall take nothing from Defendants, except
23 as expressly set forth in the PAGA Settlement.

24 4. Plaintiff exhausted all administrative remedies required to bring the PAGA claims
25 asserted in this Action and is authorized to act as private attorney general with respect to the PAGA
26 claims being released under the terms of the PAGA Settlement. Pursuant to California Labor Code
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1 section 2699(l)(2), the LWDA has been given timely notice of the PAGA Settlement, has not
2 objected, and is therefore bound by this Final Judgment.

3 5. Release of Claims.

4 a. Release by PAGA Group: Upon the Effective Date, Plaintiff, the PAGA Group
5 Members, and the State of California vis-à-vis the LWDA shall release the
6 Released Parties from all claims under PAGA for civil penalties and/or
7 attorneys' fees that were asserted, or that could have been asserted based on
8 the facts, claims, and theories expressly pleaded in the Complaint, First
9 Amended Complaint, or Operative Complaint, as well as the facts claims or
10 theories expressly raised in Plaintiff's Notice to the LWDA dated July 24,
11 2023, and for claims arising under California Labor Code sections 201-204,
12 210, 226, 226(a), 226(e), 226.3, 226.7, 227.3, 510, 512, 558, 1174, 1174.5,
13 1194, 1194.2, 1197.1, 1198, 2802, and all applicable IWC Wage Orders,
14 including, but not limited to, IWC Wage Order §§ 7(A)(3), 7(A)(5), and 7-
15 2001, based on theories of liability, including, but not limited to, (1) failure to
16 pay for all hours worked; (2) failure to pay minimum wages, including, but
17 not limited to, off-the-clock (donning and doffing, waiting in line, on-call,
18 stand-by), rounding, etc.; (3) failure to pay overtime compensation, including,
19 but not limited to, off-the-clock (donning and doffing, waiting in line, on-call,
20 stand-by), rounding, etc.; (4) failure to provide meal periods and/or pay meal
21 period premiums; (5) failure to authorize and permit rest breaks; (6) failure to
22 maintain accurate hours worked and meal periods; (7) failure to timely pay
23 final wages at termination; (8) failure to indemnify necessary business
24 expenses, (9) failure to provide accurate itemized wage statements; (10) failure
25 to pay accrued vacation wages; and (11) failure to provide suitable seating.
26 ("Released PAGA Claims").
27
28

1 b. Released Parties: Defendants, together with their current and former owners,
2 officers, directors, managers, members, employees and agents, including,
3 without limitation, any third-party staffing agency who placed employees to
4 work at Lifetech during the PAGA Period, as well as Defendants' respective
5 predecessors, successors, parent companies, subsidiaries, related companies,
6 affiliated companies, and each of their current and former owners, officers,
7 directors, managers, members, employees and/or agents ("Released Parties").

8 6. All payments due by Defendants for settlement of this Action will be made pursuant
9 to the PAGA Settlement, the PAGA Approval Order, and this Final Judgment.

10 7. Nothing in the PAGA Settlement, the PAGA Approval Order, or this Final Judgment
11 will be construed as an admission or concession by any Party.

12 8. Based on the foregoing and in accordance with the PAGA Settlement, this Action is
13 DISMISSED WITH PREJUDICE, and each side is to bear its own costs and attorneys' fees, except
14 as provided by the PAGA Settlement.

15 9. Pursuant to California Code of Civil Procedure section 664, this Court will retain
16 jurisdiction over the Parties, Action, and the PAGA Settlement solely for purposes of (i) enforcing
17 the PAGA Settlement and/or Judgment, (ii) addressing settlement administration matters, and (iii)
18 addressing such post-Judgment matters as are permitted by law.

19
20 **JUDGMENT IS SO ENTERED.**

21
22 DATED:

23 Hon. Charmaine H. Buehner
24 Judge of the Ventura County Superior Court
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27
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