

EXHIBIT 1

PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND RELEASE

This Private Attorneys General Act Settlement Agreement and Release (“Settlement Agreement” or “Settlement”) is entered into by and between Christopher Gonzales (“Plaintiff”), individually and as a representative of the State of California and the Aggrieved Employees (as defined in Section 3(a)(4) below) and Prime Communications, L.P. and Prime Comms Retail, LLC (hereinafter “Defendant”), subject to approval by the Court. The term “Party” or “Parties” as used herein shall refer to Plaintiff, Defendant, or both, as may be appropriate.

1. **Recitals.** This Settlement Agreement is made with reference to the following facts:

(a) Plaintiff is a former employee of Defendant. Plaintiff was employed by Defendant from approximately November 2018 to May 2023;

(b) On July 27, 2023, Shavitz Law Group, P.A. (“Plaintiff’s Counsel”), submitted a letter on behalf of Plaintiff to the California Labor and Workforce Development Agency (“LWDA”) and Defendant to notify the LWDA and Defendant pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* (“PAGA”), of Plaintiff’s intent to seek civil penalties under PAGA for Defendant’s alleged violations of California Labor Code sections §§ 201, 202, 203, 204, 210, 218.5, 218.6, 223, 225.5, 226, 226(e), 226.3, 226.7, 248.5, 256, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2699, 2802, and the applicable Industrial Welfare Commission (“IWC”) Wage Orders including *inter alia*, IWC Wage Orders 4-2001 and 5-2001, thereby initiating LWDA Case Number LWDA-CM-831430-21. On December 26, 2024, Plaintiff submitted an amended and supplemental PAGA Notice to the LWDA on behalf of Christopher Gonzales (“PAGA Notice”) to notify the LWDA and Defendant pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* (“PAGA”), of Plaintiff’s intent to seek civil penalties under PAGA for Defendant’s alleged violations of California Labor Code sections §§ 201, 202, 203, 204, 210, 218.5, 218.6, 223, 225.5, 226, 226(e), 226.3, 226.7, 227.3, 248.5, 256, 510, 512, 558, 558.1, 1174, 1174.5, 1175, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2699, 2800, and 2802, and the applicable Industrial Welfare Commission (“IWC”) Wage Orders including *inter alia*, IWC Wage Orders 4-2001 and 5-2001;

(c) On July 26, 2023, Plaintiff Trevor Zlatunich filed a Complaint for Enforcement Action Under the Private Attorneys General Act, California Labor Code §§ 2698 *Et Seq.* (“Operative Complaint”), commencing a representative action under PAGA against Defendant, entitled *Trevor Zlatunich v. Prime Communications, L.P., Prime Comms Retail, LLC*, San Mateo County Superior Court Case No. 23-CIV-03441. The Second Amended Complaint was filed on April 25, 2025, Case No. 23-CIV-03441 entitled *Christopher Gonzales¹ v. Prime Communications L.P., and Prime Comm Retail, LLC*. The Operative Complaint asserts a single cause of action for civil penalties under PAGA for violations of California Labor Code §§ 1194(a), 200, 1182.11, 1182.12, 1197, 1194(a), 1194.2, 1194, 510(a), 226.7, 512, 226.7(b), 226(a), 226(e), 226, 1174(d), 1174.5, 1174, 204, 201, 202, 2802, 227.3, 1182.11, 1182.12, 1197, 510, 588, 1994, 1998, 512, 226(a), 1174, 1174.5, and the applicable Industrial Welfare Commission Wage Orders. and the applicable IWC Wage Orders;

(d) The Parties reached an agreement to settle this Action in its entirety;

(e) The Parties to this Settlement Agreement, desiring to resolve and terminate all differences among themselves, have reached a settlement of the claims and liabilities arising out of the Action on the terms and subject to the conditions set forth herein, without Defendant and the Released Parties admitting to the validity of any of the facts alleged in the Action, but rather to avoid the uncertainty and expense of proceeding further. There has been no determination on the merits of the Action or the PAGA Notice.

¹ Former Plaintiff Trevor Zlatunich whose claims were submitted to arbitration resolved all claims in arbitration.

2. **No Admission of Wrongdoing.** The Parties agree that neither this Settlement Agreement nor the furnishing of the consideration for this Settlement Agreement shall be deemed or construed at any time for any purpose as an admission by the Released Parties of wrongdoing or evidence of any liability or unlawful conduct of any kind. The Parties acknowledge that the payment made pursuant to this Settlement Agreement represents a compromise settlement of disputed claims and that neither the contents of this Settlement Agreement, nor the fact of its execution, nor any fact, matter, or thing in any way related to or connected with the making and executing of this Settlement Agreement, is intended to, nor shall it be construed as, an admission of liability or obligation owed by Defendant and the Released Parties, which liability and obligation is expressly denied.

3. **Consideration.**

(a) In consideration for Plaintiff signing this Settlement Agreement and complying with its terms, Defendant shall pay the maximum gross sum of Four Hundred Thirty-Nine Thousand Five Hundred Dollars and Zero Cents (\$439,500.00) (“PAGA Settlement Amount”) to resolve the Action and Released Claims (as defined in Section 6 below), which will be paid as follows:

(1) Attorneys’ fees in the amount of one-third (1/3) of the PAGA Settlement Amount, which is One Hundred Forty-Six Thousand Five Hundred Dollars (\$146,500.00), and reimbursement of litigation costs and expenses in the amount of up to Three Thousand, Eight Hundred and Twenty-Four Dollars and Sixty Seven Cents (\$3,824.67) (collectively, “Attorneys’ Fees and Costs”) to Plaintiff’s Counsel, which Defendant will not contest.

(2) Costs and expenses of administration of the Settlement up to the amount of Ten Thousand Dollars and Zero Cents (\$10,000.000) (“Settlement Administration Costs”) to Simpluris, Inc. (“Settlement Administrator”). If the Settlement Administration Costs exceed \$10,000, Defendant shall pay any additional costs to the Settlement Administrator.

(3) A service award payment to Plaintiff Christopher Gonzales which is Five Thousand Dollars (\$5,000.00).

(4) The amounts stated in Sections 3(a)(1) – 3(a)(3) above, once approved by the Court, shall be paid from the PAGA Settlement Amount. The balance remaining after these deductions is referred to as the “Net Settlement Amount.”

(5) Seventy-five percent (75%) of the Net Settlement Amount will be distributed to the LWDA (“LWDA Payment”); and the remaining twenty-five percent (25%) will be distributed to all current and former hourly-paid and/or non-exempt employees who worked for Defendant within the State of California at any time during the PAGA Period (“Aggrieved Employees”). The period May 22, 2022 to November 30, 2025 is the “PAGA Period.” The twenty-five percent (25%) portion of the Net Settlement Amount payable to the Aggrieved Employees is referred to as the “Employees’ Portion.”

(6) Defendant has represented that the Aggrieved Employees are estimated to consist of approximately 2,435 individuals who worked approximately 74,500 Pay Periods (as defined in Section 5(b) below) during the PAGA Period. If the actual number of Pay Periods is more than ten percent (10%) above 74,500, Plaintiff has the option to cancel this Settlement Agreement.

(b) Because this is a settlement of PAGA claims for civil penalties only, no portion of the Settlement is allocated to unpaid wages. One hundred percent (100%) of the payments for Attorneys’ Fees and Costs and the Net Settlement Amount to be paid to the LWDA and Aggrieved Employees as described in Section

3(a) above will be treated and reported for tax purposes as non-wage payments and the Settlement Administrator will be responsible for issuing IRS Forms 1099, as required.

4. Approval and Implementation of the PAGA Settlement.

(a) The Parties are aware that some courts have approved a PAGA settlement and entered an order approving the settlement and judgment and thereafter closed the case, while others have approved a PAGA settlement and entered only an order approving the settlement with later instructions to file a request for dismissal of the action. The Parties agree to cooperate and take any and all steps required by the Court in the Action to implement the settlement and terminate the Action pursuant to settlement (i.e., to terminate the Action by way of judgment or dismissal).

(b) The Parties further agree to cooperate in the drafting and/or filing of any further documents and/or filings reasonably necessary to be prepared and/or filed, and to take all steps that may be requested by the Court in order to obtain approval and implementation of this Settlement Agreement, and the payments described in Section 3(a) above.

(c) The Parties shall seek to obtain Court approval of this Settlement Agreement by way of an unopposed motion to be filed by Plaintiff's Counsel which the Parties have jointly prepared.

(d) The Parties expressly acknowledge that the Court's approval of the Settlement Agreement is a condition precedent to any payments described in this Settlement Agreement. Therefore, the Parties further acknowledge that, should the Court not grant approval of this Settlement Agreement and/or should the Court refuse to grant judgment or dismissal of the Action and close the Action based on the Settlement, the entirety of this Settlement Agreement shall be null and void.

5. Payment of the PAGA Settlement Amount / Notice to Recipients.

(a) Subject to Court approval of this Settlement Agreement, payment of the sums described in Section 3(a) above shall be made by Defendant by transmitting the PAGA Settlement Amount to a qualified settlement account established by the Settlement Administrator for administration of this Settlement, within thirty (30) calendar days of the Court's order granting approval of this Settlement Agreement. If the date by which payment by Defendant is due falls on a Saturday, Sunday, or legal holiday in the State of California, then the due date shall be extended to the next following day which is not a Saturday, Sunday, or legal holiday in the State of California.

(b) Each Aggrieved Employee will be entitled to a *pro rata* share of 25% of the Net Settlement Agreement (i.e., the Employees' Portion) based upon the number of pay periods they each worked during the PAGA Period ("Pay Period(s)"), which will be calculated by the Settlement Administrator by using the dates worked during the PAGA Period included in the Aggrieved Employees List, under the assumption of a Saturday to Friday bi-weekly pay period schedule. Each Aggrieved Employee who worked at least one day in a Pay Period will be credited with a Pay Period. Specifically, to calculate each Aggrieved Employee's share of the Employees' Portion ("Individual PAGA Payment"), the Settlement Administrator shall: (i) for each Aggrieved Employee, divide the number of Pay Periods the Aggrieved Employee worked by the total aggregate number of Pay Periods worked by all Aggrieved Employees, and then (ii) multiply this amount by the Employees' Portion to arrive at each Aggrieved Employee's Individual PAGA Payment.

(1) One hundred percent (100%) of all Individual PAGA Payments are to be considered penalties and the Settlement Administrator will not undertake any deductions, withholding, or remittances for local, state, or federal taxes. Aggrieved Employees' Individual PAGA Payments will be reported on an IRS Form

1099, as required.

(c) The Settlement Administrator shall distribute each Individual PAGA Payment by way of check, along with a cover letter (“Cover Letter”) agreed to by the Parties in the following manner:

(1) No later than ten (10) calendar days after the Court’s order granting approval of the Settlement, Defendant shall provide the Settlement Administrator with a list of all Aggrieved Employees (the “Aggrieved Employees List”), containing the following information for each Aggrieved Employee: (i) first and last name; (ii) last known address; (iii) last known telephone number; (iv) Social Security number; and (v) dates worked during the PAGA Period.

(2) The Settlement Administrator shall conduct one (1) National Change of Address (“NCOA”) search for all individuals identified on the Aggrieved Employees List.

(3) No later than ten (10) calendar days after the Settlement Administrator receives the Aggrieved Employees List and PAGA Settlement Amount, the Settlement Administrator shall mail the agreed-upon Cover Letter and Individual PAGA Payment checks (together, the “PAGA Settlement Package”) to all Aggrieved Employees by First-Class United States mail. For each PAGA Settlement Package that is returned undeliverable within thirty (30) calendar days of the initial mailing, the Settlement Administrator shall promptly attempt to locate an alternative, updated address for the Aggrieved Employee at issue, by using a skip-trace search and shall attempt one (1) re-mailing of the PAGA Settlement Package.

(4) The Individual PAGA Payment checks issued to Aggrieved Employees shall remain valid for one hundred eighty (180) calendar days, and thereafter, shall be canceled. Funds associated with such canceled checks shall be transmitted to the State Controller’s Office Unclaimed Property Division in the name of the Aggrieved Employee(s) at issue and in the amount of their respective Individual PAGA Payment(s).

(5) No later than ten (10) calendar days after the Settlement Administrator receives the Aggrieved Employees List and PAGA Settlement Amount, the Settlement Administrator shall transmit the LWDA Payment to the LWDA.

(6) No later than ten (10) calendar days after the Settlement Administrator receives the Aggrieved Employees List and PAGA Settlement Amount, the Settlement Administrator shall transmit the Attorneys’ Fees and Costs to Plaintiff’s Counsel.

(7) No later than ten (10) calendar days after the Settlement Administrator receives the Aggrieved Employees List and PAGA Settlement Amount, the Settlement Administrator shall transmit the Settlement Administration Costs to itself.

6. Release of Claims by Plaintiff and the State of California with Respect to the Aggrieved Employees.

Upon the full funding of the PAGA Settlement Amount, Plaintiff and the State of California with respect to Aggrieved Employees, will be deemed to have fully, finally, and forever released Defendant and its officers, directors, employees, and agents (collectively, the “Released Parties”) from any and all claims, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code sections 2698 *et seq.*, based only on the claims described in the PAGA Notice and only to the extent that they are alleged in the Operative Complaint, for Defendant’s alleged: (1) failure to pay all wages and overtime wages due to hourly nonexempt employees, (2) failure to pay wages and penalties at the appropriate rate of pay, (3) failure to provide meal and rest breaks, (4) failure to keep accurate records and provide proper and accurate wage statements which

include all time worked, accurate and lawful wage, sick, and overtime rates, and all other information as required by law, (5) failure to pay wages timely, (6) failure to pay all wages due to employees after termination of their employment, (7) failure to pay meal and rest break penalties and miscellaneous other payments at the proper rate of pay, (8) failure to reimburse for necessary business expenses, and (9) failure to provide suitable seating. The Operative Complaint alleges violations of Labor Code §§ 1194(a), 200, 1182.11, 1182.12, 1197, 1194(a), 1194.2, 1194, 510(a), 226.7, 512, 226.7(b), 226(a), 226(e), 226, 1174(d), 1174.5, 1174, 204, 201, 202, 2802, 227.3, 1182.11, 1182.12, 1197, 510, 588, 1994, 1998, 512, 226(a), 1174, 1174.5, and the applicable Industrial Welfare Commission Wage Orders. ("Released Claims").

7. **Governing Law and Interpretation.** This Settlement Agreement shall be governed and conformed in accordance with the laws of the State of California.

8. **Entire Agreement.** This Settlement Agreement constitutes the entire agreement between these Parties with regard to the matters set forth herein. This Settlement Agreement shall be binding upon and inure to the benefit of the Parties hereto, and the Released Parties, and shall be fully enforceable against each of them, in accordance with its terms.

9. **Jurisdiction.** The Court shall retain jurisdiction over the Parties to enforce this Settlement Agreement until it has been fully performed pursuant to California Code of Civil Procedure, Section 664.6. All claims and actions under this Settlement Agreement, other than as provided in Section 13(d), shall be commenced in the Superior Court of the State of California, County of San Mateo.

10. **Confidentiality/Publicity.** Plaintiff and Plaintiff's Counsel agree that they will keep the terms of this Settlement confidential and not engage in publicity regarding the Action or the Settlement until Plaintiff has filed his motion for approval of the Settlement. Despite this provision, Plaintiff's Counsel can discuss the Settlement with the Court for purposes of approval and with Plaintiff. Nothing herein will restrict Plaintiff's Counsel from including publicly available information regarding this Settlement in future judicial submissions regarding Plaintiff's Counsel's qualifications and experience. Furthermore, Plaintiff and Plaintiff's Counsel will undertake any and all disclosures required to be made to the LWDA in conformity with PAGA.

11. **Non-Disparagement.** The Parties agree that they shall not disparage, defame, or injure the personal or professional reputation of any Party to this Settlement Agreement.

12. **Amendment.** This Settlement Agreement may not be modified, altered, or changed except in writing and signed by both Parties' counsel, subject to approval by the Court.

13. **Miscellaneous.**

(a) The Parties agree to stay all proceedings in the Action, including, but not limited to, with respect to California Code of Civil Procedure section 583.310, except such proceedings necessary to implement and complete the Settlement, pending approval of the Settlement.

(b) This Settlement Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which, taken together shall constitute the same instrument. A signature made on a faxed or electronically transmitted copy of the Settlement Agreement or a signature transmitted by facsimile or electronic mail shall have the same effect as the original signature.

(c) The section headings used in this Settlement Agreement are intended solely for convenience of reference and shall not in any manner amplify, limit, modify, or otherwise be used in the interpretation of any of the provisions hereof.

(d) This Settlement Agreement was the result of negotiations between the Parties and their respective counsel. In the event of vagueness, ambiguity, or uncertainty, this Settlement Agreement shall not be construed against the Party preparing it but shall be construed as if both Parties prepared it jointly.

(e) If Plaintiff or Defendant fail to enforce this Settlement Agreement or to insist on performance of any term, that failure does not mean a waiver of that term or of the Settlement Agreement. This Settlement Agreement remains in full force and effect anyway.

HAVING ELECTED TO EXCECUTE THIS SETTLEMENT AGREEMENT, TO FULFILL THE PROMISES, AND TO RECEIVE THE CONSIDERATION SET FORTH ABOVE, PLAINTIFF AND DEFENDANT, FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTER INTO THIS SETTLEMENT AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date set forth below:

PLAINTIFF CHRISTOPHER GONZALES

Christopher Gonzales

Dated: 01/20/2026

Plaintiff Christopher Gonzales

**DEFENDANT PRIME COMMUNICATIONS, L.P.
AND PRIME COMMS RETAIL, LLC**

Austin J. Brayley

Dated: 1/20/2026

Full Name: Austin J. Brayley

Title: Associate General Counsel
On behalf of Defendant

APPROVED AS TO FORM ONLY:

Dated: 01/20/2026

Michael Palitz

Attorneys for Plaintiff Christopher Gonzales

Jaime B.

Dated: 01/20/2026

Attorneys for PRIME COMMUNICATIONS, L.P.
AND PRIME COMMS RETAIL, LLC