## PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement" or "PAGA Settlement") is made by and between Plaintiff Jose Vasquez Molina ("Plaintiff") and Defendants Partners Personnel – Management Services, LLC and Prime Matters Labs West, LLC ("Defendants"). The Agreement refers to Plaintiff and Defendants collectively as "Parties," or individually as "Party."

1. **DEFINITIONS**.

1.1. "Action" means the Plaintiff's PAGA lawsuit alleging wage and hour violations against Defendants captioned *Jose Vasquez Molina v. Partners Personnel – Management Services, LLC, et al.,* Los Angeles Superior Court Case No. 24STCV14373.

1.2. "Administrator" means Phoenix Class Action Administration Solutions ("Phoenix"), the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with approval of this Settlement.

1.4. "Aggrieved Employee" means all non-exempt, hourly paid current and former employees of Prime Matters Labs West, LLC and Partners Personnel – Management Services, LLC associates placed at Prime Matters Labs West, LLC in the State of California at any time during the PAGA Period.

1.5. "Aggrieved Employee Data" means Aggrieved Employee identifying information in Defendants' possession including the Aggrieved Employee's name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.

1.6. "Aggrieved Employee Address Search" means the Administrator's investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.

1.7. "Court" means the Superior Court of California, County of Los Angeles.

1.8. "Defense Counsel" means Timothy B. Nelson of Medina McKelvey LLP and Katherine C. Den Bleyker and Ali Abouesh of O'Hagan Meyer LLP.

1.9. "Effective Date" means the date by when all of the following have occurred: (a) notice of this Settlement has been sent to the LWDA; (b) the Court enters the Approval Order and Judgment; and (c) the later of the following events: (i) five (5) days after the period for filing any appeal, writ, or other appellate proceeding opposing the Judgment has elapsed without any appeal, writ, or other appellate proceeding having been filed (i.e., 65 days from the date the Court enters the Approval Order and Judgment); or (ii) if any appeal, writ, or other appellate proceeding opposing the Approval Order and Judgment has been filed within that timeframe, then five (5) court days after any appeal, writ, or other appellate proceedings opposing the Settlement has finally and conclusively dismissed with no right to pursue further remedies or relief.

1.10. "Gross Settlement Amount" means one hundred twenty-five thousand dollars ($125,000.00) which is the total amount Defendants agree to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, PAGA Plaintiff Incentive Payment, and the Administrator's Expenses Payment.

1.11. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.

1.12. "Judgment" means the order entered by the Court based upon the Approval Order approving the PAGA Settlement and entry of Judgment based thereon.

1.13. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.14. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.15. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, PAGA Plaintiff Incentive Payment, and the Administration Expenses Payment. Twenty-five percent (25%) of the remainder is to be paid to Aggrieved Employees as Individual PAGA Payments and seventy-five percent (75%) to the LWDA as the LWDA PAGA Payment.

1.16. "PAGA Counsel" means Kevin Mahoney and John Young of Mahoney Law Group, the attorneys representing the Plaintiff in the Action.

1.17. "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the

Action.

1.18. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendants and recorded work time in Defendants' timekeeping systems on at least one day during the PAGA Period.

1.19. "PAGA Plaintiff Incentive Payment" means payment to Plaintiff in the amount of two thousand five hundred dollars ($2,500.00).

1.20. "PAGA Period" means the period from June 4, 2023 through November 11, 2025.

1.21. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.22. "PAGA Notice" means Plaintiff's June 7, 2024, letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.23. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Net Settlement Amount, allocated twenty-five percent (25%) to the Aggrieved Employees and seventy-five percent (75%) to the LWDA.

1.24. "Plaintiff" means Jose Vasquez Molina, the named plaintiff in the Action.

1.25. "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.

1.26. "Released PAGA Claims" means the claims being released by the Plaintiff as described in Paragraph 5 below.

1.27. "Released Parties" means: Defendants and each of their former and present employees, directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and each of their respective subsidiaries, employees, owners, directors, officers, and insurers.

1.28. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

1.29. "Defendants" mean named Defendants Partners Personnel – Management Services, LLC and Prime Matters Labs West, LLC.

## 2. RECITALS.

2.1. On June 10, 2024, Plaintiff commenced this Action by filing a class action complaint alleging wage and hour causes of action against Defendants. On October 1, 2024, Plaintiff filed a First Amended Complaint to add a cause of action for civil penalties under the PAGA based on the alleged violations of the California Labor Code. On October 23, 2024, the Court signed an order dismissing Plaintiff's class claims without prejudice. Plaintiff's pending claims seek civil penalties under the PAGA for the following alleged violations of the California Labor Code: (1) recovery of unpaid wage and overtime; (2) failure to provide meal periods; (3) failure to provide rest periods; (4) failure to provide accurate itemized wage statements; (5) failure to reimburse for necessary business expenditures; and (6) failure to pay wages due at separation of employment. The Complaint is the operative complaint in the Action (the "Operative Complaint."). Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in in the Operative Complaint and deny any and all liability for the causes of action alleged.

2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendants and the LWDA by sending the PAGA Notice.

2.3. On September 11, 2025, the Parties participated in an all-day mediation presided over by Steven Rottman, Esq. The full-day mediation led to this Agreement to settle the Action.

2.4. Prior to mediation, Plaintiff obtained, through informal discovery, a volume of documents and data relevant to Plaintiff's claims and Defendants' defenses thereto, including, and not limited to, Plaintiff's employment records, a twenty percent (20%) sample of time and pay data of Aggrieved Employees, and employee handbooks utilized by Defendants during the PAGA Period. Counsel for the Parties undertook significant investigation, and also invested time reviewing and analyzing relevant documents and data to evaluate Plaintiff's claims, including, and not limited to, calculating the potential monetary recovery under PAGA.

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

## 3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendants promise to pay one hundred twenty-five thousand dollars ($125,000.00) and no more as the Gross Settlement Amount. Defendants have no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 6.1 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third (33.33%) which is currently estimated to be forty-one thousand six hundred sixty-six dollars and sixty-seven cents ($41,666.67) and PAGA Counsel Litigation Expenses Payment of not more than fifteen thousand dollars ($15,000.00). Defendants will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion of the PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2. PAGA Plaintiff Incentive Payment: A PAGA Plaintiff Incentive Payment of not more than two thousand five hundred dollars ($2,500.00). Defendants will not oppose requests for Court approval of this payment provided that the payment does not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment, PAGA Plaintiff Incentive Payment, and PAGA Litigation Expenses Payment. If the Court approves a PAGA Plaintiff Incentive Payment less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will pay the PAGA Plaintiff Incentive Payment using an IRS 1099 Form. Plaintiff assumes full responsibility and liability for taxes owed on the PAGA Plaintiff Incentive Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed Five-thousand eight-hundred twenty-two dollars and fifteen cents ($5,822.15) except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than Five thousand eight hundred twenty two dollars and fifteen cents ($5,822.15), the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of the Net Settlement Amount (estimated to be sixty thousand and eleven dollars and eighteen cents ($60,011.18), with seventy-five percent (75%) thereof allocated to the LWDA PAGA Payment and twenty-five percent (25%) thereof allocated to the Individual PAGA Payments.

3.2.4.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties, by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.4.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

## 4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendants estimate there are three hundred sixty-seven (367) Aggrieved Employees who worked a total seven thousand one hundred fifty-two (7,152) PAGA Pay Periods.

4.2. Aggrieved Employee Data. Within fifteen (15) days of the Effective Date, Defendants will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify PAGA Counsel if they discover that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than thirty (30) days after the Effective Date.

4.4. Apportionment of Gross Settlement Amount. Defendant Prime Matter Labs West LLC's monetary contribution towards the Gross Settlement Amount will be forty-two thousand nine hundred sixteen dollars and sixty-seven cents ($42,916.67). Defendant Partners Personnel–Management Services, LLC's monetary contribution towards the Gross Settlement Amount will be eighty-two thousand eighty-three dollars and thirty-three cents ($82,083.33).

4.5. Payments from the Gross Settlement Amount. Within ten (10) days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, PAGA Plaintiff Incentive Payment, and the PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments. The Parties agree that there is no statutory obligation to provide notice of settlement to Aggrieved Employees, however after the Court enters its order granting the Motion, every Aggrieved Employee will be provided with a notice substantially in the form evidenced by Exhibit A to this Agreement with their Individual PAGA Payment.

4.5.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.5.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are retuned undelivered without USPS forwarding address. Within seven (7) days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

4.5.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

4.5.4. The payment of Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

**5. RELEASES OF CLAIMS**. Effective on the date when Defendants fully fund the entire Gross Settlement Amount Plaintiff on behalf of the LWDA and the Aggrieved Employees, will release claims against all Released Parties as follows:

5.1 Plaintiff's Release. Plaintiff and his heirs, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences, including, but not limited to: (a) all claims that were alleged, based on the facts contained in the Operative Complaint and the PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them. No release in this agreement shall be effective until the Gross Settlement Amount is fully funded.

5.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

5.2 Release by Aggrieved Employees:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice concerning alleged violations of the California Labor Code and the California Industrial Welfare Commission Wage Orders during the PAGA Period for alleged: failure to provide meal periods, failure to provide rest periods, failure to pay regular and overtime wages, failure to pay minimum wages, failure to timely pay wages during employment, failure to pay all wages to discharged and quitting employees, unlawful deductions and withholdings from employees' wages, failure to furnish accurate itemized wage statements, failure to maintain accurate time and/or payroll records, and failure to indemnify employees for necessary business expenditures incurred in discharge of duties, including Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 1174, 1174.5, 1194, 1194.2, 1197, 2802, and the IWC Wage Order. No release in this agreement shall be effective until the Gross Settlement Amount is fully funded.

## 6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.

Plaintiff will prepare and file an application or motion for approval of this Settlement.

6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiff and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Responsibilities of PAGA Counsel. PAGA Counsel is responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than forty-five (45) days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Approval to the Administrator.

6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

## 7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected Phoenix to serve as the Administrator and verified that, as a condition of appointment, Phoenix agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

7.4 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

## 8. AGGRIEVED EMPLOYEE SIZE ESTIMATES and ESCALATOR CLAUSE

Based on their records, Defendants estimate that as of the date of the mediation, three hundred sixty-seven (367) Aggrieved Employees worked a total of seven thousand one hundred fifty-two (7,152) PAGA Pay Periods. The Parties agree that the Gross Settlement Amount will not be increased unless there is ultimately more than ten percent (10%) of the allotted 7,152 total PAGA Pay Periods during the PAGA Period (i.e., more than the 7,867 total PAGA Pay Periods allotted for and contemplated by the Parties), in which case the Gross Settlement Amount shall be increased proportionally (i.e. the Gross Settlement Amount will increase 1% (a $1,250 increase) if the total PAGA Pay Periods increases by 11%, and so on). In the alternative to increasing the Gross Settlement Amount, Defendants may choose to adjust the release period to a date earlier than November 11, 2025 to a date where the PAGA Pay Periods do not exceed 7,867.

8.1 Escalator Clause Apportionment. In the event that the Gross Settlement Amount is increased pursuant to Section 8, Defendant Prime Matter Labs West, LLC and Defendant Partners Personnel–Management Services, LLC agree that they will contribute to the increase in the Gross Settlement Amount based on their proportion of the pay period increase that triggers the increase of the Gross Settlement Amount. For example, if the total number of pay periods is 7,939, and 40% of the increase in pay periods is attributable to Defendant Prime Matter Labs West, LLC and 60% of the increase in pay periods is attributable to Defendant Partners Personnel–Management Services, LLC , then Defendant Prime Matter Labs West, LLC shall be responsible for 40% of the increase in the Gross Settlement Amount and Defendant Partners Personnel – Management Services, LLC shall be responsible for 60% of the increase in the Gross Settlement Amount.

**9.** **CONTINUING JURISDICTION OF THE COURT**. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

9.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Plaintiff Incentive Payment, PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

**10. ADDITIONAL PROVISIONS.**

10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

10.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

10.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

10.11 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

10.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code section 1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendants unless, prior to the Administrator's payment of all Settlement Funds, Defendants makes a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.

10.13 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

10.14 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

10.15 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:
MAHONEY LAW GROUP, APC
Kevin Mahoney, Esq.
kmahoney@mahoney-law.net
John A. Young, Esq.
jyoung@mahoney-law.net
249 E. Ocean Boulevard, Suite 814
Long Beach, CA 90802
Telephone No.: 562-590-5550
Facsimile No.: 562-590-8400

To Defendants:

***Counsel for Defendant Partners Personnel – Management Services, LLC:***

Timothy B. Nelson
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***Counsel for Defendant Prime Matters Labs West:***

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550 S. Hope Street, Suite 2400
Los Angeles, California 90071
Telephone: 213.647.0005

10.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.17 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.

Dated: 11 / 18 / 2025

____________________________
Jose Vasquez Molina
Plaintiff

Dated:

____________________________
Name:

Title:

On behalf of Partners Personnel – Management Services, LLC

Dated: Dec 1, 2025

Aaron Paas
Aaron Paas (Dec 1, 2025 18:24:15 EST)

Aaron Paas

Chief Executive Officer

On behalf of Prime Matters Labs West, LLC

APPROVED AS TO FORM ONLY:

Dated: **MAHONEY LAW GROUP, APC**

Kevin Mahoney, Esq.
John A. Young, Esq.
Attorneys for Plaintiff, Jose Vasquez Molina

Dated: **MEDINA McKELVEY LLP**

Timothy B. Nelson
Attorneys for Defendant, Partners Personnel – Management Services, LLC

Dated: Dec. 2, 2025 **O'HAGAN MEYER**

K. Den Bleyker

Katherine C. Den Bleyker
Attorneys for Defendant, Prime Matter Labs West, LLC

To Defendants:
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***Counsel for Defendant Prime Matters Labs West:***
**O'HAGAN MEYER LLP**
KATHERINE C. DEN BLEYKER
E-Mail: KDenBleyker@ohaganmeyer.com
550 S. Hope Street, Suite 2400
Los Angeles, California 90071
Telephone: 213.647.0005

10.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.17 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.

Dated:

Jose Vasquez Molina
Plaintiff

Dated: 12/12/2025

Signed by:
Alissa Greenwalt
BE110D16BDC64EA...

Name: Alissa Greenwalt

Title: Senior Counsel

On behalf of Partners Personnel – Management Services, LLC

Dated:

______________________________
Aaron Paas

Chief Executive Officer

On behalf of Prime Matters Labs West, LLC

APPROVED AS TO FORM ONLY:

Dated: **MAHONEY LAW GROUP, APC**

______________________________
Kevin Mahoney, Esq.
John A. Young, Esq.
Attorneys for Plaintiff, Jose Vasquez Molina

Dated: December 12, 2025 **MEDINA McKELVEY LLP**

______________________________
Timothy B. Nelson
Attorneys for Defendant, Partners Personnel – Management Services, LLC

Dated: **O'HAGAN MEYER**

______________________________
Katherine C. Den Bleyker
Attorneys for Defendant, Prime Matter Labs West, LLC

Dated:

Aaron Paas

Chief Executive Officer

On behalf of Prime Matters Labs West, LLC

APPROVED AS TO FORM ONLY:

Dated: 11 / 17 / 2025 **MAHONEY LAW GROUP, APC**

John Young

Kevin Mahoney, Esq.
John A. Young, Esq.
Attorneys for Plaintiff, Jose Vasquez Molina

Dated: **MEDINA McKELVEY LLP**

Timothy B. Nelson
Attorneys for Defendant, Partners Personnel – Management Services, LLC

Dated: **O'HAGAN MEYER**

Katherine C. Den Bleyker
Attorneys for Defendant, Prime Matter Labs West, LLC

# Exhibit A

<<DATE>>

<<FIRST_NAME>> <<LAST_NAME>>
<<ADDRESS 1>>
<<ADDRESS 2>>

**Re: Payment from *Vasquez Molina v. Partners Personnel – Management Services, LLC, et al.***

Dear <<FIRST_NAME>> <<LAST_NAME>>:

Enclosed you will find a check made payable to you. This is your payment from the settlement of the lawsuit entitled *Jose Vasquez Molina v. Partners Personnel – Management Services, LLC, et al.,* Los Angeles Superior Court Case No. 24STCV14373.

The case was filed against Partners Personnel – Management Services, LLC and Prime Matters Labs West, LLC ("Defendants"), pursuant to the California Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq.* (called "PAGA"). The claims were brought on behalf of the State of California and all non-exempt, hourly paid current and former employees of Prime Matters Labs West, LLC and Partners Personnel – Management Services, LLC non-exempt, hourly paid associates that were placed at Prime Matters Labs West, LLC in the State of California at any time during the PAGA Period (June 4, 2023, through November 11, 2025), hereinafter referred to as "Putative Aggrieved Employees." You have been identified as one of the Putative Aggrieved Employees on whose behalf the case was brought.

Plaintiff in the case, Jose Vasquez Molina ("Plaintiff"), claimed that Defendants owed penalties under PAGA for certain alleged violations of the California Labor Code because Defendants allegedly: (1) failed to pay all wages, including minimum wages and overtime wages; (2) failed to provide meal periods; (3) failed to provide rest periods; (4) failed to provide accurate itemized wage statements; (5) failed to reimburse for necessary business expenditures; and (6) failed to pay wages due at separation of employment. Defendants deny that they did anything wrong or that they owe any penalties. The Parties agreed to resolve the case, and as part of that settlement, Defendants agreed to pay a certain amount of money categorized as PAGA penalties. The settlement of this action does not constitute an admission by Defendants of any of the matters alleged in the case or an admission of liability. Under the PAGA statute, the penalties get divided between the State and the employees. The enclosed check represents your portion of the penalties allocated to the employees.

Enclosed is a check made out to you. The check represents your share of the settlement for PAGA civil penalties ($_ . ). Under the settlement, the Plaintiff and Plaintiff on behalf of the State of California have released the following PAGA Claims on behalf of "aggrieved employees", including you:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice. This release includes claims under the PAGA for failure to pay any form of wage due, including minimum and overtime wages, failure to provide meal periods, failure to timely pay all wages, failure to pay wages due, failure to reimburse necessary business expenditures, failure to pay wages due upon termination, failure to provide accurate itemized wage statements, and failure to maintain accurate time and/or payroll records.

This release applies to your ability to pursue claims through PAGA, regardless of whether you cash your check, and regardless of whether this letter can be delivered to you.

Your check will be valid for 180 days from the date it is issued. If you do not cash your check within the 180-day period, the funds will be turned over to the California Controller's Unclaimed Property Fund in your name.

If you have any questions, you can contact the settlement administrator (whose contact information is at the top of this letter), Plaintiff's counsel or Defendants' counsel:

| |
|---|
| ***Counsel for Plaintiff:***<br>Kevin Mahoney<br>kmahoney@mahoney-law.net<br>John A. Young<br>jyoung@mahoney-law.net<br>MAHONEY LAW GROUP<br>249 East Ocean Boulevard, Suite 814<br>Long Beach, CA 90802<br>Telephone: (562) 590-5550 |
| ***Counsel for Defendant Partners Personnel – Management Services, LLC:***<br>Timothy B. Nelson<br>**MEDINA McKELVEY LLP**<br>925 Highland Pointe Drive, Suite 300<br>Roseville, California 95678<br>Tel: (916) 960-2211<br>tim@medinamckelvey.com<br><br>***Counsel for Defendant Prime Matters Labs West, LLP:***<br>**O'HAGAN MEYER LLP**<br>KATHERINE C. DEN BLEYKER<br>E-Mail: KDenBleyker@ohaganmeyer.com<br>550 S. Hope Street, Suite 2400<br>Los Angeles, California 90071<br>Telephone: 213.647.0005 |

Very Truly Yours,

Phoenix Settlement Administrators

## SETTLEMENT AGREEMENT AND GENERAL RELEASE

This SETTLEMENT AGREEMENT AND GENERAL RELEASE ("Agreement") is entered into by and between Partners Personnel – Management Services, LLC and Prime Matters Labs West, LLC, their parents, predecessors, subsidiaries, affiliates and related entities, current and former employees, officers, and directors ("Companies") and Jose Vasquez Molina, an individual, on behalf of himself, his spouse, agents, representatives, assigns, heirs, executors, administrators, beneficiaries, and trustees ("Molina"). Companies and Molina are referred to collectively as the "Parties" and individually as a "Party." This Agreement is intended to resolve all disputes, with the exception of the specific PAGA claims alleged in the "Litigation" described below, and extinguish those obligations described below.

**WHEREAS**, with the exception of the specific PAGA claims alleged in the "Litigation" described below, this Agreement is intended to fully and finally resolve any and all claims and disputes, known and unknown, that exist or might be claimed to exist by Molina against Companies and the "Released Parties" as defined in Paragraph 2 of this Agreement including, but not limited to, claims of any nature that have been, or could have been, asserted that arise out of or relate to Molina's employment, terms and conditions of employment, termination from that employment, or any other event, transaction, contract or communication between Molina, and Companies, or the other persons or entities named herein. This release shall include his individual wage and hour claims that were dismissed without prejudice in the Litigation (the "Arbitration"). This release shall exclude Molina's PAGA claims asserted in the Los Angeles Superior Court case, styled *Jose Vasquez Molina v. Partners Personnel – Management Services, LLC, et al.,* Case No. 24STCV14373 (the "Litigation"), which the PAGA claims will be subject to a separate agreement. With that separate agreement, Molina will fully and finally resolve any and all claims against the Companies.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises each party has made to the other as set forth in this Agreement, Molina and Companies agree as follows:

**1. CONSIDERATION.** In exchange for the promises made by and in consideration for all the terms agreed to by Molina in this Agreement, Companies agree to pay Molina and his counsel, the total sum of Twenty-Five Thousand Dollars ($25,000.00) ("Settlement Payment"), in full compromise and settlement of all claims released herein by Molina, within thirty (30) days after the Effective Date, as defined by Paragraph 4, Molina and Companies sign this Agreement, and Molina's counsel, MAHONEY LAW GROUP, APC, completes, executes, and submits a form W-9 to Companies.

Upon the completion of each of these items, the Settlement Payment will be made in three checks made payable as follows:

(a) To "MAHONEY LAW GROUP, APC" in the amount of five thousand dollars ($5,000.00) for attorneys' fees and costs. Companies shall issue a form 1099 to MAHONEY LAW GROUP, APC, in connection with this payment.

(b) To "Jose Vasquez Molina" for four thousand dollars ($4,000.00) for alleged unpaid wages, which amount shall be subject to ordinary deductions. Companies shall issue Molina an IRS Form W-2 in connection with this payment.

(c) To "Jose Vasquez Molina" for sixteen thousand dollars sixteen thousand dollars ($16,000.00) for alleged penalties, interest and general damages. Companies shall issue Molina an IRS Form 1099 for this payment and this payment shall be designated as "other income."

The Settlement Payment shall be delivered to Molina's counsel's office at: MAHONEY LAW GROUP, PC, at 249 E. Ocean Boulevard, Suite 814, Long Beach, CA 90802. Upon delivery of the Settlement Payment, with the exception of the Companies obligations delineated in the PAGA settlement agreement, Companies will have fully met their obligations under this Agreement and are not liable in any manner for the distribution, division, or payment of any portion of the Settlement Payment to or between any counsel Molina may have retained or consulted, specifically including, but not limited to all attorneys with MAHONEY LAW GROUP, APC. By execution of this Agreement, Molina authorizes payment to be made as set forth in this paragraph.

Defendant Prime Matters Labs West, LLC's monetary contribution towards the settlement of Molina's individual claims will be eight thousand, five hundred and eighty-three dollars and thirty-three cents ($8,583.33) of the total sum of Twenty-Five Thousand Dollars ($25,000.00). Defendant Partners Personnel–Management Services, LLC's monetary contribution towards the settlement of Molina's individual claims will be sixteen thousand, four hundred and sixteen dollars and sixty-seven cents ($16,416.67) of the total sum of Twenty-Five Thousand Dollars ($25,000.00).

**2. RELEASE OF CLAIMS.** In exchange for the consideration described in Paragraph 1, Molina hereby irrevocably and unconditionally settles, waives, releases and discharges Companies, and their respective parents, sisters, affiliates, divisions, all current, former, and future related organizations, or limited liability corporations, and any subsidiaries or partnerships, successor and predecessor entities including, but not limited to each of their respective current and former employees, including, but not limited to, investors, officials, directors, officers, partners, shareholders, agents, fiduciaries, assigns, insurers, attorneys, attorneys, insurers, representatives, divisions, and branches (collectively, the "Released Parties"), from any and all claims, including but not limited to, charges, complaints, actions, causes of action, grievances, controversies, disputes, demands, agreements, contracts, covenants, promises, liabilities, judgments, obligations, debts, damages (including, but not limited to, actual, compensatory, punitive, and liquidated damages), attorney's fees, costs, and/or any other liabilities of any kind, nature, descriptions, or character whatsoever, asserted in or that could have been asserted against any of the Released Parties in the Litigation, arising from or out of Molina's employment, the terms and conditions of that employment, the termination from that employment, or any other event, transaction, contract or communication between Molina and the Released Parties. The Parties agree that Molina will be able to serve as the PAGA representative for the purposes of getting an agreement approved in the Litigation and arbitration relating to resolution of the PAGA claims. Molina and Companies stipulate and agree that no release in this Agreement, including the waiver of section 1542 below, shall have any bearing on Plaintiff's ability to serve or not serve as a PAGA representative in the PAGA Lawsuit, Case No. 24STCV14373, nor shall it release any of Plaintiff's individual or non-individual PAGA claims pending in the Litigation that will be released via a separate agreement between the Parties.

3. **SPECIFIC WAIVER OF SECTION 1542.** The Parties hereby state that it is their intention in executing this Agreement that the same shall be effective as a bar to each and every claim, demand, cause of action, obligation, damage, liability, charge, attorneys' fees and costs herein above released. The Parties hereby expressly waive and relinquish all rights and benefits, if any, against the other Parties arising under the provisions of Section 1542 of the Civil Code of the State of California against the other Parties which provides:

> **"Section 1542. [Certain Claims Not Affected By General Release.]** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her would have materially affected his or her settlement with the debtor or released party."

4. **TIMING.** Companies have no obligation to provide the consideration as set forth in Paragraph 1, above, until after the revocation period in Paragraph 10 has expired and within thirty (30) calendar days after the Effective Date if A) Molina signs the Agreement, and B) Companies' counsel receives Molina's and his counsel's executed W-9 forms.

5. **NO CLAIMS BY EMPLOYEE.** Molina represents that other than the Litigation and his workers compensation case, he has not filed or otherwise initiated any complaints or charges against the Released Parties with any local, state or federal court, agency or board, based on events occurring prior to and including the date he executes this Agreement.

6. **COOPERATION IN DEFENSE OF FUTURE ACTIONS.** Molina agrees that, if requested by Released Parties, he will fully cooperate in the event that his assistance and/or testimony is needed in litigation or threatened litigation arising from events and circumstances which occurred during his employment with Companies. Molina will be provided prompt notice of the need for his cooperation.

7. **NON-DISPARAGEMENT.** Molina also agrees to not make, send, post, publish, or otherwise communicate, or cause to be communicated, any unfavorable, disparaging or derogatory comments or statements, whether written, oral, electronic, or in any other form, including social media or other forums, about Companies or their current or former employees, clients, including officers, directors, and employees of current and former clients. Molina further agrees not to encourage or voluntarily cooperate with or assist anyone else in bringing claims against any of the Released Parties.

8. **NEUTRAL REFERENCE.** Molina and Companies also agree that the Companies may only disclose dates of employment and positions held in response to any third-party inquiries regarding Plaintiff's employment with Defendants. Plaintiff will instruct all inquiring third-party entities to direct such inquires to Partners Personnel – Management Services, LLC's Human

Resources department, with the telephone number (805) 880-9404. Representations made by any other individuals shall not be those of either Companies and will not constitute a breach of this provision.

**9. Released Parties' Release of Claims Against Molina.** Released Parties, as defined herein, do hereby, for themselves, and for their heirs, successors, predecessors, attorneys, agents, representatives and assigns, forever release the Molina from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, and expenses (including attorneys' fees and costs actually incurred) of any nature whatsoever, from the beginning of time through the date of their signature on this Agreement, known or unknown, suspected or unsuspected, including but not limited to all claims arising out of, based upon, or relating to Molina's employment with the Companies and related to the filing of the Litigation.

**10. CONFIDENTIALITY OF AGREEMENT.** Molina warrants that he will not disclose, communicate, disseminate, publicize, or cause or permit to be disclosed, communicated, disseminated or publicized the existence of this Agreement, the facts giving rise to this Agreement, the settlement amount, or any of the terms of this Agreement, directly or indirectly, provide, transmit, divulge, disclose, reveal, quote, describe, paraphrase, summarize, publicize, publish or in other manner communicate to or with any person or entity, any of the foregoing, specifically or generally, to any person, business organization, corporation, association, governmental agency, except as follows:

10.1 To the extent necessary to report income to the appropriate taxing authorities;

10.2 To his spouse at the time of this Agreement;

10.3 To communicate with his attorneys or agents as necessary for obtaining legal and/or financial planning advice (in which case his attorneys or agents shall be advised of the need to keep this information confidential);

10.4 In response to any order of a court of competent jurisdiction or in response to legitimate discovery request pursuant to established rules of civil procedure;

10.5 The Parties agree this Agreement may be disclosed and or lodged with the Court in the Litigation, if ordered to do so, in order to obtain Court approval of the PAGA settlement in the Litigation; and

10.6 In response to a subpoena issued by a state or federal court or governmental agency; provided, however, that notice of receipt of such discovery request, judicial order or subpoena shall be immediately communicated to Companies' counsel within three (3) days of his receipt of a subpoena so that Companies can decide if they will move to quash the subpoena.

If asked about the matter, Molina is permitted to state only that it has been resolved to the mutual satisfaction of Molina and the Released Parties and shall not provide any additional details or comments about the Agreement.

Nothing in this Agreement prevents Molina from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that he has reason to believe is unlawful. Further, nothing in this Agreement shall prevent Molina from disclosing information to the Court in the Litigation to obtain Court approval of the PAGA settlement. Molina and Companies also agree that the Companies may only disclose dates of employment and positions held in response to any third-party inquiries regarding Molina's employment with Companies.

**11. NON-ADMISSION**. Molina agrees that Companies do not admit any allegations made against it, or against any of its employees, agents, officers or directors in any claims, charges, complaints, actions, causes of action, grievances, controversies, disputes, or demands. Molina also agrees that nothing contained in this Agreement, nor any of the acts taken thereunder, shall be deemed or construed as an admission of liability of any violation of any applicable law, statute, ordinance, order, regulation, or constitution of any kind. Neither this Agreement nor anything in this Agreement shall be construed to be or shall be admissible in any proceeding as evidence of liability or wrongdoing by Companies. This Agreement may be introduced, however, in any proceeding to enforce the Agreement. Such introduction shall be pursuant to an order protecting its confidentiality.

**12. OWBPA WAIVER.** This Agreement includes a release of all claims under the Age Discrimination in Employment Act (ADEA) and, therefore, pursuant to the requirements of 29 U.S.C. § 626(f), Molina acknowledges that he has been advised:

12.1 That this release includes, but is not limited to, all claims under the ADEA arising up to and including the date of execution of this Agreement;

12.2 To consult with an attorney and/or other advisor of his choosing concerning his rights and obligations under this Agreement;

12.3 To consider this Agreement fully before executing it;

12.4 That he has been offered a reasonable period of time of at least twenty-one (21) days within which to consider this Agreement; and

12.5 That this release shall become effective and enforceable seven (7) days following execution of this Agreement by Molina during which seven (7) day period Molina may revoke his acceptance of this Agreement by delivering written notice to Timothy Nelson of Medina McKelvey LLP at 925 Highland Pointe Drive, Ste 300, Roseville, CA 95678, tim@medinamckelvey.com and Kate Den Bleyker of O'Hagan Meyer LLP at 550 S. Hope Street, Suite 2400, Los Angeles, CA 90071, kdenbleyker@ohaganmeyer.com. If the Agreement is not revoked within seven (7) days from the signing of this Agreement by Molina, this Agreement shall become effective and enforceable on the eighth day following the signing of this Agreement (the "Effective Date"). Molina understands and agrees that he shall not be entitled to any portion of the payment as set forth in Paragraph 1 should he revoke his acceptance of this Agreement.

13. **CLAIMS NON-ASSIGNABLE.** Molina agrees, represents and warrants that no person other than he is authorized or entitled to assert any claim based on or arising out of any alleged discriminatory, unlawful, wrongful, tortious, or other conduct against him by the Released Parties including, but not limited to, any and all claims for attorneys' fees or damages resulting as a consequence thereof, based upon or seeking relief on account of actions or failures to act by the Released Parties which may have occurred or failed to occur prior to Molina's execution of this Agreement.

14. **INDEMNIFICATION.** Molina agrees to indemnify and hold Companies harmless from and against any and all loss, cost, damage, or expense including, but not limited to, reasonable attorneys' fees incurred by Companies arising out of any action at law or equity, or any other proceeding they find necessary to enforce any of the terms, covenants or conditions of the Agreement or due to a breach of this Agreement by Molina.

15. **TAX RAMIFICATIONS.** Molina understands and agrees that Companies are not providing any tax advice to Molina. Molina understands that Companies will be reporting the payment of the consideration in Paragraph 1, as set forth therein, to the appropriate taxing authorities. Molina understands that Companies are not making any representation to Molina whether these payments are subject to taxation. Should, for whatever reason, a federal, state, or other governmental authority assert that any part of this payment is subject to federal, state, or local taxation or withholding, Molina agrees to pay all federal, state and local taxes related to his receipt of any and all income pursuant to this Agreement. Molina further understands that he will be responsible for his personal tax liability, including any penalties, assessments or interest, arising out of income derived from this Agreement. Molina also understands and agrees that he will hold harmless and indemnify Companies, as well as defend Companies for any tax liability or penalty assessed against it as a result of income received by him under this Agreement and will solely bear all costs, including penalties, associated with such assessment.

16. **LEGAL RIGHTS; SEVERABILITY.** Molina and Companies agree that if any phrase, clause, or provision of this Agreement is declared to be illegal, invalid or unenforceable by a court of competent jurisdiction, such phrase, clause or provision shall be deemed severed from this Agreement, but will not affect any other provisions of this Agreement, which shall otherwise remain in full force and effect. If any phrase, clause, or provision in this Agreement is deemed to be unreasonable, onerous or unduly restrictive by a court of competent jurisdiction, it shall not be stricken in its entirety and held totally void and unenforceable, but shall remain

effective to the maximum extent permissible within reasonable bounds. If any waiver, release, or covenant not to sue set forth in Paragraphs 2-4 are deemed to be illegal, invalid or unenforceable in whole or in part, Companies' obligations under this Agreement shall be nullified.

**17. CHOICE OF LAW.** This Agreement shall be interpreted and enforced in accordance with the laws of California.

**18. CONSTRUCTION AND INTERPRETATION OF AGREEMENT.** Paragraph titles or captions in this Agreement are included for purposes of convenience only and shall not be considered a part of the Agreement in construing or interpreting any of its provisions. All references in this Agreement to paragraphs shall refer to paragraphs of this Agreement unless the context clearly requires otherwise. If any ambiguity or question of intent or interpretation arises, no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

**19. ACKNOWLEDGED AND AGREED.** Molina hereby ACKNOWLEDGES AND AGREES that he has read the foregoing Agreement, that he has had sufficient time and opportunity to review and discuss it with the attorney of his choice, that he has had any questions about the Agreement answered to his satisfaction, that he fully understands and appreciates the meaning of each of its terms, and that he is voluntarily signing the Agreement on the date indicated below, intending to be fully and legally bound by its terms.

**20. ENTIRE AGREEMENT.** This Agreement sets forth the entire agreement between Molina and Companies regarding the parties' settlement, and supersedes any other written or oral statements, representations, communications, understandings, and agreements. No amendment or modification of the terms of this Agreement shall be binding on the parties unless reduced to writing and signed by Molina and Companies. It is understood and agreed by the parties that this Agreement represents a compromise and settlement for various matters and that the promises and payments and consideration of this Agreement shall not be construed as an admission of any liability or obligation by either party to the other party or any other person. This Agreement is executed voluntarily and without any duress or undue influence on the part or behalf of the parties hereto. Both parties acknowledge that they have had ample opportunity to have this Agreement reviewed by the counsel of their choice.

**21. ENFORCEMENT.** The Parties stipulate and agree that the court in the Action shall retain jurisdiction to enforce the terms of this Agreement pursuant to CCP 664.6. If any action by a party is necessitated to enforce this Agreement, the prevailing party shall be entitled to its attorney's fees and costs.

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]**

**THE PARTIES AFFIRM THAT THEY HAVE READ AND UNDERSTAND THE FOREGOING AGREEMENT, AND THAT THEY AFFIX THEIR SIGNATURES HERETO VOLUNTARILY AND WITHOUT COERCION.**

SIGNATURE: ______________________________________ DATE: ____________
______

**Jose Vasquez Molina**

SIGNATURE: ______________________________________ DATE: ____________
Name:

**On Behalf of Partners Personnel – Management Services, LLC**

SIGNATURE: ______________________________________ DATE: ____________
Name:

**On Behalf of Prime Matters Labs West, LLC**

| | |
|---|---|
| **Title** | Mahoney Law Group, APC has sent you documents to review and...... |
| **File name** | Final.Vasqu... Notice.pdf and 1 other |
| **Document ID** | 85a564c824ad7666cd9bf7b1e9332090601fa3f5 |
| **Audit trail date format** | MM / DD / YYYY |
| **Status** | Signed |

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## Document History

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|---|---|---|
| SENT | 11 / 18 / 2025<br>04:14:06 UTC | Sent for signature to Jose Vasquez (molij1279@gmail.com)<br>from jyoung@mahoney-law.net<br>IP: 71.95.189.234 |
| VIEWED | 11 / 18 / 2025<br>18:42:07 UTC | Viewed by Jose Vasquez (molij1279@gmail.com)<br>IP: 12.75.215.124 |
| SIGNED | 11 / 18 / 2025<br>18:44:34 UTC | Signed by Jose Vasquez (molij1279@gmail.com)<br>IP: 12.75.215.124 |
| COMPLETED | 11 / 18 / 2025<br>18:44:34 UTC | The document has been completed. |