

EXHIBIT 1

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Attorneys for Defendant,
BAGATELOS GLASS SYSTEMS, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

CESAR RODELAS, individually, and on behalf
of all others similarly situated,

Plaintiff,

vs.

BAGATELOS GLASS SYSTEMS, INC., a
California corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: 34-2021-00308023-CU-OE-GDS

[Assigned for All Purposes to the Honorable
Lauri A. Damrell, Department 22]

**AMENDMENT TO PAGA SETTLEMENT
AGREEMENT**

The parties agree that the below sections shall be struck from the PAGA Settlement Agreement and replaced with alternative language in accordance with the Court's October 11, 2024 Tentative Ruling.

A. Section 5 Releases of Claims

Strike the language of Section 5.1 Release by Covered Employees and replace with the following language:

All Covered Employees (including Plaintiff) 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, rights, demands, liabilities and causes of action that arose during the PAGA Period for PAGA civil penalties under the Labor Code, based on acts or omissions alleged or that could have been alleged in the Action based on the facts therein, including the facts, legal theories and allegations in the Operative Complaint in the Action and Plaintiff's PAGA Notice to the LWDA for PAGA civil penalties, and any related attorneys' fees, costs, or interest. This release specifically excludes any claims for civil penalties recoverable under the Labor Code that are not related to PAGA.

The Parties hereby execute the Amendment to the PAGA Settlement Agreement.

Dated: 10/17/2024

Signed by: Cesar Rodelas
By: A3D310F1CD44431...
Plaintiff Cesar Rodelas

Dated:

Bagatelos Glass Systems, Inc.

By: _____
Print Name

Signature

Title

1 **AMENDMENT TO PAGA SETTLEMENT AGREEMENT**

2 **I. INTRODUCTION**

3 The parties agree that the below sections shall be struck from the PAGA Settlement Agreement
4 and replaced with alternative language in accordance with the Court's October 11, 2024 Tentative
5 Ruling.

6 **II. AMENDMENTS**

7 A. Section 5 Releases of Claims

8 Strike the language of Section 5.1 Release by Covered Employees and replace with the following
9 language:

10 All Covered Employees (including Plaintiff) are deemed to release, on behalf of themselves
11 and their respective former and present representatives, agents, attorneys, heirs,
12 administrators, successors, and assigns, the Released Parties from all claims, rights, demands,
13 liabilities and causes of action that arose during the PAGA Period for PAGA civil penalties
14 under the Labor Code, based on acts or omissions alleged or that could have been alleged in
15 the Action based on the facts therein, including the facts, legal theories and allegations in the
Operative Complaint in the Action and Plaintiff's PAGA Notice to the LWDA for PAGA civil
penalties, and any related attorneys' fees, costs, or interest. This release specifically excludes
any claims for civil penalties recoverable under the Labor Code that are not related to PAGA.

16 **III. EXECUTION BY PARTIES**

17 The Parties hereby execute the Amendment to the PAGA Settlement Agreement.

18 **Plaintiff:**

19 Dated:

By:

Plaintiff Cesar Rodelas

21 **Defendant:**

22 Dated: October 17, 2024

Bagatelos Glass Systems, Inc.

24 By:

CHRIS BAGATELOS
CHIEF EXECUTIVE OFFICER
BAGATELOS GLASS SYSTEMS INC.

Print Name

26 
Signature

28 
Title