

Exhibit 1

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff SERGIO PEDROZA (“Plaintiff”) and Defendants CHINO STEEL, INC., and RAMIRO MEDINA (“Defendants”). The Agreement refers to Plaintiff and Defendants collectively as the “Parties”.

1. DEFINITIONS

- 1.1. “The Complaint” means the Plaintiff’s Complaint filed against Defendants captioned *Pedroza v. Chino Steel Inc., et al.* initiated on January 27, 2022, and pending in Superior Court of the State of California, County of Los Angeles, Case No. 22STCV03448.
- 1.2. “PAGA Claim” means Plaintiff’s cause of action for civil penalties under the Private Attorneys General Act of 2004, pleaded as the Tenth Cause of Action in the Complaint.
- 1.3. “Individual Settlement Amount” means the settlement amount Defendants, separate and apart from the agreement herein, agree to pay to Plaintiff to settle the First through Ninth Causes of Action in the Complaint.
- 1.4. “Administrator” means Phoenix Settlement Administrators, the third-party the Parties have agreed to appoint to administer the PAGA Settlement.
- 1.5. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross PAGA Settlement Amount to reimburse its reasonable fees and expenses for its administration of this PAGA Settlement in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with the motion for approval of this Settlement.
- 1.6. “Aggrieved Employees” means all non-exempt employees who performed work for Defendant CHINO STEEL, INC. in California from the date of November 23, 2020, through November 7, 2022 (the “PAGA Period”).
- 1.7. “Aggrieved Employee Data” means identifying information in Defendants’ possession for the Aggrieved Employees, including each Aggrieved Employee’s name, last-known mailing address, Social Security number or Tax ID number, and number of PAGA Pay Periods.
- 1.8. “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.

- 1.9. “Court” means the Superior Court of California, County of Los Angeles.
- 1.10. “Defense Counsel” means Carol A. Gefis and Michele L. Collender of Atkinson, Andelson, Loya, Ruud & Romo.
- 1.11. “Effective Date” means the date by which both of the following have occurred:
(a) the Court enters a Judgment on its Order Approving the PAGA Settlement
and (b) the Judgment is final. The Judgment is final on the date the Court enters Judgment.
- 1.12. “Gross PAGA Settlement Amount” means Forty-Five Thousand Dollars (\$45,000) which is the total amount Defendants agree to pay for the settlement of the PAGA Claim, except as provided in Paragraph 9 below. The Gross PAGA Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator’s Expenses Payment.
- 1.13. “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.
- 1.14. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.15. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.16. “Net PAGA Settlement Amount” means the Gross PAGA Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the PAGA Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.
- 1.17. “PAGA Counsel” means John A. Van Hook, Esq. of Van Hook Law Firm and Adrian C. Byrne, Esq. of The Byrne Law Group., the attorneys representing the Plaintiff in the Action.
- 1.18. “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” means the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the PAGA Claim.

- 1.19. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant CHINO STEEL for at least one day during the PAGA Period.
- 1.20. “PAGA Period” means the period from November 23, 2020 (one year prior to filing of the PAGA Notice) through to November 7, 2022.
- 1.21. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.22. “PAGA Notice” means Plaintiff’s letter dated November 22, 2021, to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3 (a).
- 1.23. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross PAGA Settlement Amount, allocated 25% to the Aggrieved Employees (\$5,937.50) and 75% to LWDA (\$17,812.50) in settlement of the PAGA Claim.
- 1.24. “Approval Order” means the proposed Court Order Granting Approval of Settlement of the PAGA Claim.
- 1.25. “Released PAGA Claims” means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5 below.
- 1.26. “Released Parties” means: Defendants and each of their respective former and present directors, officers, shareholders, owners, managers, employees, agents, representatives, members, attorneys, insurers, predecessors, successors, assigns, parents, subsidiaries, joint ventures, payroll providers, attorneys, insurers, and affiliates each of which shall be deemed third party beneficiaries herein.
- 1.27. “Settlement” means the disposition of the PAGA Claim affected by this Agreement and the Judgment.

2. RECITALS

- 2.1. On January 27, 2022, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendants for (1) Failure to Pay Regular Minimum Wages; (2) Failure to Pay Overtime; (3) Failure to Provide Meal Periods; (4) Failure to Authorize and Permit Rest Periods; (5) Failure to Provide Accurate Itemized Wage Statements; (6) Failure to Provide Employment Records; (7) Failure to Reimburse Business Expenses; (8) Continuing Wages Penalty; (9) Unfair Competition; and (10) civil penalties pursuant to Private Attorneys General Act of 2004 (“PAGA”). 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 the Operative Complaint and deny any and all liability for the causes of action alleged.

- 2.2. Pursuant to Labor Code section 2699.3 (a), Plaintiff gave timely written notice to Defendants and the LWDA by sending the PAGA Notice.
- 2.3. On November 7, 2022, the Parties participated in an all-day mediation presided over by professional neutral Hon. William C. Pate (Ret.) which led to this Agreement to settle the Action.
- 2.4. Prior to mediation, Plaintiff obtained, through formal discovery, information relevant to Plaintiff's individual claims, and through informal discovery under mediation privilege Defendant' produced data for the Aggrieved Employees to facilitate Plaintiff's analysis of Defendants' potential liability 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 PAGA Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendants promise to pay **Forty-Five Thousand Dollars (\$45,000.00)** and no more as the Gross PAGA Settlement Amount. Defendants have no obligation to pay the Gross PAGA Settlement Amount prior to the deadline stated in Paragraph 6.1 of this Agreement. None of the Gross PAGA Settlement Amount will revert to Defendants.
- 3.2. Payments from the Gross PAGA Settlement Amount. The Administrator will make and deduct the following payments from the Gross PAGA 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 fifteen-thousand dollars (\$15,000.00) and PAGA Counsel Litigation Expenses Payment of not more than five-thousand dollars (\$5,000.00). 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 any 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. To the Administrator: An Administrator Expenses Payment not to exceed one-thousand seven-hundred and fifty dollars (**\$1,750.00**) 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 one-thousand seven-hundred and fifty dollars (**\$1,750.00**), the Administrator will retain the remainder in the Net PAGA Settlement Amount.

3.2.3. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount estimated to be twenty-three thousand two-hundred and fifty dollars (**\$23,250.00**), to be paid from the Gross PAGA Settlement Amount, with seventy-five percent (75%) (\$17,437.50) allocated to the LWDA PAGA Payment and twenty-five percent (25%) (\$5,812.50) allocated to the individual PAGA Payments.

3.2.3.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' twenty-five percent (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. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net PAGA 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 their business records, Defendants represent there are fifteen (15) Aggrieved Employees who worked a total of seven-hundred thirty five (735) PAGA Pay Periods.

4.2. Aggrieved Employee Data. Within 15 days of the Approval Order, 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 PAGA 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 it discovers 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 PAGA Settlement Amount. Defendants shall fully fund the Gross PAGA Settlement Amount by transmitting the funds to the Administrator no later than 21 days after the Effective Date.

4.4. Payments from the Gross PAGA Settlement Amount. Within 14 days after Defendants fund the Gross PAGA Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, and will make payment to PAGA Counsel for the PAGA Counsel Fees and Litigation Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

4.4.1. 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 (not less than 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.

4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 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.

4.4.3. For any Aggrieved Employees 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.

4.4.4. 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 PAGA Settlement Amount Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

5.1. **Plaintiff's Release.** Plaintiff and his or her respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences [that occurred during the PAGA Period], including, but not limited to: (a) all claims that were, or reasonably could have been, 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, or based on occurrences outside the PAGA Period. 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.

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 facts stated in the Complaint and/or the PAGA Notice.

5.3. **Release by PAGA Counsel:** PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the

PAGA Notice

6. **COURT APPROVAL OF PAGA SETTLEMENT.** PAGA Counsel are responsible for preparing and filing the motion for approval of this PAGA Settlement within thirty (30) days after the full execution of this Agreement, and taking all other steps necessary to seek Court approval of the PAGA Settlement. If the Court does not grant the motion for approval of this PAGA Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together in good faith to modify the Agreement and otherwise satisfy the Court's concerns. If the Court does not approve the Gross PAGA Settlement Amount, or Net PAGA Settlement Amount, Plaintiff will resubmit the motion for approval at least one time in a manner that seeks to address the Court's reasons for denying approval, including a possible reallocation of funds from the Individual Settlement Amount and/or PAGA Counsel Fees Payment to the Gross PAGA Settlement Amount, or other concerns that the Court might raise in denying approval.
7. **SETTLEMENT ADMINISTRATION.**
 - 7.1 Selection of the Administrator: The Parties have selected Phoenix Settlement Administrators to serve as the Administrator and verified that, as a condition of appointment, Phoenix Settlement Administrators agree 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 Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.
 - 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 its records, Defendants estimate that there are approximately 15 Aggrieved Employees who worked 735 Pay Periods during the PAGA Period. If the actual number of PAGA Pay Periods is more than 10 percent above 735 Pay Periods (i.e., more than 809 Pay Periods), then the Gross PAGA Settlement Amount to be paid by Defendants shall be increased by a proportionate amount.

For example, if the actual number of PAGA Pay Periods were 15 percent above 735 Pay Periods, the Gross PAGA Settlement Amount shall be increased by five (5) percent.

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.

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 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 to the Complaint or claims asserted therein 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. **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.
- 10.4. **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.

- 10.5. 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.
- 10.6. 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.
- 10.7. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.8. 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.
- 10.9. 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.
- 10.10. 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.
- 10.11. Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §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 make a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data
- 10.12. 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.
- 10.13. 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.

10.14. Notices. 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 e-mailing addressed as follows:

To PAGA Counsel:

John A. Van Hook (SBN 205067) VAN HOOK LAW FIRM Email: john@vanhooklawfirm.com	Adrian Byrne (SBN 304020) THE BYRNE LAW GROUP Email: adrian@thebyrnelawgroup.com
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To Defendants' Counsel:

Carol A. Gefis Michele L. Collender ATKINSON, ANDELSON, LOYA, RUUD & ROMO Email: CGefis@aalrr.com Email: Michele.Collender@aalrr.com

10.15. 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.

10.16. 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 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.

2/03/23

 Sergio pedroza (Feb 3, 2023 10:00 PST) Plaintiff SERGIO PEDROZA	_____ By: For Defendant CHINO STEEL INC.
	_____ RAMIRO MEDINA
 PAGA Counsel	_____ Defendants' Counsel

12/02/23

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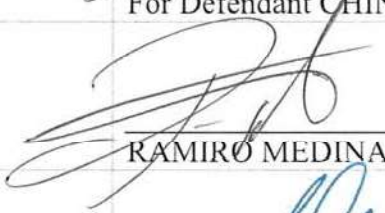
To PAGA Counsel:

John A. Van Hook (SBN 205067) VAN HOOK LAW FIRM Email: john@vanhooklawfirm.com	Adrian Byrne (SBN 304020) THE BYRNE LAW GROUP Email: adrian@thebyrnelawgroup.com
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To Defendants' Counsel:

Carol A. Gefis Michele L. Collender ATKINSON, ANDELSON, LOYA, RUUD & ROMO Email: CGefis@aalrr.com Email: Michele.Collender@aalrr.com

- 10.15. 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.
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Plaintiff SERGIO PEDROZA	 By: For Defendant CHINO STEEL INC.
	 RAMIRO MEDINA
PAGA Counsel	 Defendants' Counsel