

SETTLEMENT AGREEMENT AND RELEASE OF PAGA CLAIMS

This settlement agreement and release of all claims (the “Agreement”) is made and entered into by and among SOPHIA SIMON (“Plaintiff”) on the one hand, and PICK-N-PULL AUTO DISMANTLERS, a California General Partnership, and SCHNITZER STEEL INDUSTRIES, INC. (hereinafter “Defendant”) on the other. Plaintiff and Defendant are referred to collectively as the “Parties” and individually as a “Party.” This Agreement is intended to resolve all disputes and extinguish those obligations described below.

RECITALS

WHEREAS, on September 22, 2021, Plaintiff, through counsel, filed a Complaint in Alameda County Superior Court, styled *Sophia Simon v. Pick-N-Pull Auto Dismantlers, Pasadena, Inc., et al.* (Case No. RG21113574) against Defendant alleging causes of action relating to her employment with Defendant and the termination thereof, including (1) Race Harassment; (2) Racial Discrimination; and (3) Retaliation (the “State Court Action”);

WHEREAS, on December 17, 2021, Plaintiff filed a Private Attorney General Act notice with the California Labor and Workforce Development Agency (“LWDA Letter”);

WHEREAS, on February 2, 2022, Plaintiff through counsel, filed a putative class action Complaint in Alameda County Superior Court, styled *Sophia Simon v. Pick-N-Pull Auto Dismantlers, Pasadena, Inc., et al.* (Case No. 22CV006441) against Defendant, and on March 8, 2022, filed a First Amended Complaint adding a cause of action for civil penalties under the Private Attorneys General Act (the “PAGA Action”). Plaintiff’s putative class claims were subsequently dismissed;

WHEREAS, on or around February 2023, the State Court Action and Plaintiff’s individual claims under the PAGA Action were consolidated and submitted to arbitration through ADR Services, Inc. and assigned to the Hon. Michael Johnson (Ret.) (ADRS Case No. 23-1062-MMJ) (the “Arbitration”);

WHEREAS, Defendant denies and disputes any and all of the alleged claims and allegations in the State Court Action, the LWDA Letter, the PAGA Action, and the Arbitration, and those that could have been asserted by Plaintiff as a result of Plaintiff’s employment generally

and separation thereof, and/or any relationship between Plaintiff and Defendant;

WHEREAS, the Parties entered into a separate agreement resolving Plaintiff's individual claims as alleged in the State Court Action, which is a separate action that does not contain PAGA claims;

WHEREAS, the Parties wish to avoid the expense of further proceedings and desire to resolve any and all remaining claims alleged by Plaintiff in the PAGA Action or those claims that could be alleged or were alleged in the PAGA action only;

AGREEMENT

Nothing in this agreement extinguishes or releases the FEHA claims separately alleged and filed in the other non-PAGA action filed by Sophia Simon.

NOW THEREFORE, in consideration of and in exchange for the promises, covenants, and releases contained in the Agreement and the other valuable consideration described herein, the sufficiency of which is hereby acknowledged by the Parties, the Parties mutually agree as follows:

1. **Settlement Payment.** For and in consideration of the commitments made herein by Plaintiff, Defendant agrees to provide Plaintiff the total sum of Five Hundred Dollars and Zero Cents (\$500.00) ("the Settlement Payment") in full compromise and settlement of all individual PAGA claims released herein by Plaintiff. The Settlement Payment shall be paid as follows:

- a. by check to "Sophia Simon" in the amount of \$125.00, representing PAGA penalties, which is to be reported on IRS form 1099;
- b. by check to the "Labor and Workforce Development Agency" in the amount of \$375.00, representing PAGA penalties.

Upon delivery of the Settlement Payment, Defendant will have fully met their respective obligations under this Agreement and will not be liable in any manner for the distribution, division or payment of any portion of the Settlement Payment to or between any counsel Plaintiff may have retained and/or consulted, specifically including, but not limited to Law Offices of Alfredo Nava Jr., APC and Kyle Todd, P.C. By execution of this Agreement, Plaintiff authorizes payment to be made as set forth in this paragraph.

2. **Dismissal with Prejudice.** Within ten (10) days of execution of this Agreement,

receipt of payment, and approval of this Court of this agreement, Plaintiff hereby agrees to dismiss, with prejudice, the individual PAGA claims of Sophia Simon, but dismiss without prejudice the representative PAGA claims. If the Court does not allow for the dismissal of the action, then a dismissal will not be required.

3. Issuance of Form 1099; No Representation of Taxability. An IRS Form 1099 will be issued to Plaintiff and her attorneys, to reflect the Settlement Payments provided for in Paragraph 1(b) and (c), above. Plaintiff understands and agrees that she is responsible for payment of any taxes which are required to be paid to the State of California, the United States Government, or any other entity as a result of this settlement. Plaintiff acknowledges and agrees that Releasees have not warranted or represented how the U.S. Internal Revenue Service or other governmental taxing authorities will treat the Settlement Payment for tax purposes, and agrees that no further payment of money to Plaintiff from Releasees will be due in the event that the payment or the release of claims embodied in this Agreement, or any portion thereof, is found by a government taxing authority to be, or to result in, additional taxable income to Plaintiff. Plaintiff agrees that, in the event that any federal, state or local agency takes the position that taxes should have been withheld from amounts paid pursuant to this Agreement, Plaintiff will be solely responsible for payment of any such alleged tax obligations and will indemnify and hold Releasees harmless from any resulting tax liability, interest, attorneys' fees, or penalty associated therewith. Plaintiff hereby agrees to indemnify Releasees from any and all manner of liability if any should be imposed on them regarding the payment to Plaintiff under this Agreement specified above, including but not limited to any interest, attorneys' fees, penalties, and costs related to such payment. Upon Plaintiff's receipt of written notification from Releasees that such liability has been imposed by any of those governmental entities and the amount thereof, Plaintiff agrees that she shall fully remit such monies to the demanding entity within thirty (30) days from her receipt of such notification. Plaintiff further agrees to give Releasees written notice within ten (10) days of the time any demand for payment of taxes is received by Plaintiff from any governmental agency in connection with this payment, and further, Plaintiff will provide a confirmation that she will honor her obligations under this Paragraph.

4. Neutral Reference. Plaintiff understands and agrees that Defendant will provide a neutral employment verification through its third-party employment verification provider, The Work Number, which can be contacted at www.theworknumber.com or 1-800-367-5690, Employer Code 28597. In response to any such inquiry, The Work Number will provide verification of Claimant's (i) dates of employment; and (ii) last position held.

5. No Admission of Liability. 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 to be an admission of any liability or obligation by the Parties.

6. Attorneys' Fees and Costs. The Parties agree that they will bear their own attorneys' fees and costs incurred in connection with this Action.

7. Attorney Liens. Plaintiff represents and warrant that all legal expenses, bills, costs or contingency fee agreements resulting from or arising out of the representation of Plaintiff by any attorney in relation to the Action are Plaintiff's responsibility to pay, and that any liens based on any legal expenses, bills, costs or contingency fee agreements incurred as a result of the Action will be satisfied by Plaintiff. Plaintiff will indemnify, defend and hold Releasees harmless from any such claims.

8. Entire Agreement. This Agreement constitutes the entire agreement between Plaintiff and Defendant regarding actual or potential claims asserted by Plaintiff against Releasees in the PAGA Action and the resolution of those PAGA claims, which will remain in full force and effect.

9. Notices. Any notice required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to be given when served personally, or on the third business day after mailing if mailed by United States mail, postage prepaid, addressed to the other Party and/or its counsel.

10. No Reliance Upon Representations by the Other Side. Each Party hereto represents and acknowledges that in executing this Agreement it does not rely and has not relied upon any representation or statement made by any other Party or by the agents, attorneys or

representatives of the other Party with regard to the subject matter of this Agreement, or its basis, or the effects of this Agreement other than those representations specifically set forth in this written document.

11. Binding Nature; No Assignment. This Agreement, and all the terms and provisions contained herein, shall bind the heirs, personal representatives, successors and assigns of each Party, and inure to the benefit of each Party, its agents, directors, officers, employees, servants, successors, and assigns.

12. Construction. This Agreement is the product of arm's-length negotiations and is considered to be jointly drafted. As such, it shall not be construed against any party because that party caused it to be reduced to a written instrument.

13. Fairness of Settlement. The Parties agree that this settlement is fair, reasonable and adequate. The Parties covenant never to challenge this Agreement.

14. Effect of Illegality. Excluding Paragraph 3, above, should any part, term or provision of this Agreement be declared or determined by any Court of competent jurisdiction to be wholly or partially illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining parts, terms or provisions of this Agreement shall not be affected thereby. Said illegal, invalid or unenforceable part, term or provision shall be deemed not to be a part of this Agreement. The parties shall be allowed to pursue approval of this agreement as required by the LWDA and PAGA statutes, including following any necessary approvals.

15. Compliance with Terms; No Waiver. The failure to insist upon compliance with any term, covenant or condition contained in this Agreement shall not be deemed a waiver of that term, covenant or condition, nor shall any waiver or relinquishment of any right or power contained in this Agreement at any one time or more times be deemed a waiver or relinquishment of any right or power at any other time or times.

16. Governing Law and Jurisdiction. This Agreement shall be interpreted under the laws of the State of California, both as to interpretation and performance.

17. Section Headings. The section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or

interpretation of this Agreement.

18. Representative Capacity. Each Party executing this Agreement in a representative capacity represents and warrants that s/he is empowered to do so.

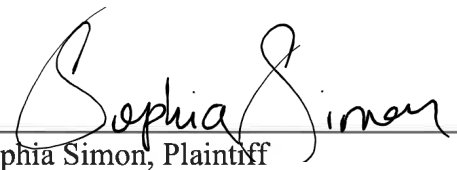
19. Counterparts and Facsimile/Digital Signatures. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an executed Agreement and each of which shall be deemed to be one and the same instrument. A facsimile or digital signature shall be treated as an original signature for all purposes.

20. Voluntary and Knowing. This Agreement is executed voluntarily and without any duress or undue influence on the part or behalf of the Parties hereto.

21. Enforcement Costs. The Parties agree that in the event litigation is initiated by any Party to enforce this Agreement, the prevailing party will be entitled to recover its costs and reasonable attorneys' fees incurred in conjunction with the litigation, in addition to any other relief granted. The parties agree to retention of jurisdiction pursuant to CCP Section 664.6, and that all parties will sign a stipulation to seek approval of this agreement by the Court, or allow for any party to move to obtain approval of this agreement in any manner required or permitted by the Court. All parties shall cooperate in facilitating Court approval.

I, having read the foregoing Settlement Agreement and Release of All Claims and knowing the contents thereof, am effecting this settlement and executing this Agreement after having the opportunity to obtain legal advice from counsel, and I sign the same as my own free act.

DATED: Oct 23, 2025



Sophia Simon, Plaintiff

DATED: 10-23-25



Pick-N-Pull Auto Dismantlers, Defendant
By: Erick Wilson
SVP, CHRO

DATED: 10-23-25



Schnitzer Steel Industries, Inc.
Erick Wilson
SVP, CHRO

By:

APPROVED AS TO FORM AND CONTENT ONLY:

10/28/25

DATED: _____

LAW OFFICES OF ALFREDO NAVA JR.,
APC

Alfredo Nava

Alfredo Nava
Counsel for Plaintiff