

**Course of Remediation**  
**Akwel Juárez México, S.A. de C.V.**

October 31, 2025

The United States and Mexico agree to this Course of Remediation for purposes of United States-Mexico-Canada Agreement (USMCA) Annex 31-A (United States-Mexico Facility Specific Rapid Response Labor Mechanism) for the Denial of Rights at the Akwel Juárez México, S.A. de C.V. (Akwel or the company) facility in Juárez, Chihuahua, Mexico (the facility). The agreed-upon date for all remediation to be complete is January 31, 2026; however, each action specified in the Course of Remediation must occur by the date specified for such action in the Course of Remediation, and Mexico will provide evidence of each action within a week of the specified date. If no date is specified for an action, it is understood that such action will occur at any time before the expiration of the Course of Remediation. The United States and Mexico will meet regularly to share information about and closely monitor implementation of this Course of Remediation.

1. Mexico, in accordance with its legislation, will ensure that Akwel undertakes the following actions:

*Unlawful Dismissals*

- a. Promptly convey an unconditional offer of reinstatement to each worker identified in the attached confidential Appendix. As part of this offer, notify each worker of the amount owed in backpay and benefits if they elect reinstatement and the amount owed in severance if they decline reinstatement, taking into consideration any severance payments already remitted to the worker, as appropriate under Mexican law. This will be completed no later than November 30, 2025;
- b. For workers who elect reinstatement, promptly reinstate each worker to the same position with the same title, job duties, working conditions, and benefits the worker had at the time of separation from the company, with improvements and increases to salary, benefits, and seniority that would have accrued had the separation not occurred, and adjusted as appropriate based on the latest salary and benefits revisions under the collective bargaining agreement. Promptly pay full backpay and benefits to all reinstated workers from the date of termination until the date of reinstatement, to ensure make-whole relief, as appropriate under Mexican law. This will be completed no later than November 30, 2025;
- c. For workers who decline reinstatement and elect receipt of severance, promptly pay full severance owed to each worker, as appropriate under Mexican law. This will be completed no later than November 30, 2025;

*Human Resources Management*

- d. Take appropriate disciplinary action against employees “de confianza,” including members of the facility’s current human resources and labor relations staff, who have violated workers’ freedom of association and collective bargaining rights, in accordance with Mexican law. This will be completed no later than December 31, 2025;

- e. Restructure human resources and labor relations management to incorporate suitable, neutral personnel who have not been involved in the actions giving rise to the Denials of Rights. The new human resources and labor relations management must affirm before the workers their willingness to dialogue with any union without discrimination or favoritism and to respect freedom of association and collective bargaining rights. This will be completed no later than December 31, 2025;

#### *Neutrality Statement and Company Guidelines*

- f. Distribute hard copies of a neutrality statement and company guidelines related to freedom of association and collective bargaining (Neutrality Statement and Guidelines) to all employees and contractors (Company Personnel), post them in prominent locations throughout the facility and on the company website, and make them available upon request. The Neutrality Statement and Guidelines must be reviewed by Mexico to ensure consistency with Mexican law. Commit to providing hard copies of these documents to new workers and maintaining the postings indefinitely. This will be completed no later than December 31, 2025;
- g. Implement the Neutrality Statement and Guidelines to ensure there is an environment where all freedom of association and collective bargaining rights are realized without employer interference. This includes changing company operations as necessary to implement the Neutrality Statement and Guidelines within the facility, thoroughly investigating allegations of violations of these company policies, and applying the zero-tolerance policy for any identified violations. Penalize any employees “de confianza,” including supervisors, human resources personnel, and labor relations personnel, who violate the Neutrality Statement or Guidelines, including by sanctioning and terminating staff, where appropriate. This will be completed no later than December 31, 2025;
- h. Provide training to all Company Personnel on the Neutrality Statement and Guidelines and the company’s zero-tolerance policy and ensure high-level company officials attend the trainings, including officials from company headquarters whenever possible. The Secretariat of Labor and Social Welfare (STPS), and any other experts as necessary, will be included in the development and delivery of the training. Commit to providing the training on an annual basis. This will be completed no later than January 31, 2026;

#### *Informing Workers About Violations of Mexican Law*

- i. Post this Course of Remediation and notices at the facility that publicly acknowledge Akwel’s unlawful and interfering practices, which denied workers their right to freedom of association and collective bargaining, and affirm Akwel’s intention to respect workers’ exercise of that right in the future. This will be completed no later than December 31, 2025;
- j. Conduct meetings at the facility, scheduled to ensure maximum attendance by workers, in which a responsible management official publicly acknowledges Akwel’s unlawful and interfering practices, which denied workers their right to freedom of association and collective bargaining, and affirms Akwel’s intention to respect workers’ exercise of that right in the future. This will be completed no later than December 31, 2025;

### *Complaint Mechanisms*

- k. Install, maintain, and publicize the existence of a telephone line or direct email address, and a system of anonymous and confidential messages to the company, through which workers can report to the company violations of their rights and breaches of the Neutrality Statement or Guidelines. Akwel commits that there will not be any discrimination, reprisals, threats, harassment, or violence against workers who utilize the mechanism. This will be completed no later than December 31, 2025. The company will thoroughly investigate and address, in a timely manner, allegations received through this mechanism and share with the United States, through Mexico, any allegations received during the term of the Course of Remediation and the results of corresponding investigations;
- l. Post in prominent, high-traffic areas of the facility and on the company website information about how workers can file complaints with Mexico related to violations of their freedom of association and collective bargaining rights. Akwel commits that there will not be any discrimination, reprisals, threats, harassment, or violence against workers who contact Mexico to raise concerns. This will be completed no later than December 31, 2025;

### *Website with Materials*

- m. Maintain on its website and in any internal communication platform the Neutrality Statement and Guidelines, collective bargaining agreement, training materials, and complaint mechanisms discussed in this Course of Remediation in a location that allows workers to easily access the materials. Distribute the website or platform links to workers in an easily accessible manner, such as electronically via messaging app, and post the links in high-traffic areas of the facility. This will be completed no later than December 31, 2025; and

### *Distribution of the Collective Bargaining Agreement*

- n. Distribute hard copies of the collective bargaining agreement to all Company Personnel. This will be completed no later than December 31, 2025.
2. Mexico, in accordance with its legislation, will:

### *Unlawful Dismissals*

- a. Review and facilitate the reinstatement and severance processes pursuant to paragraphs 1(a)-(c), to ensure all workers identified in the attached confidential Appendix receive full backpay and benefits or full severance payments, as applicable;

### *Union Democracy and Election Procedures*

- b. Through the Federal Center for Conciliation and Labor Registration (CFCRL), visit and verify the facility prior to any vote scheduled during the term of this Course of Remediation, including any vote related to a Certificate of Representation or collective

bargaining agreement, to ensure compliance with all relevant obligations under Mexican law, including prohibitions on employer interference in union activities and prohibitions on anti-union discrimination;

- c. Through the STPS, and any other experts as necessary, prior to any vote scheduled at the facility during the term of this Course of Remediation, including any vote related to a Certificate of Representation or collective bargaining agreement, provide training to all Company Personnel on the Neutrality Statement and Guidelines and the right to freedom of association and collective bargaining. The STPS will provide additional separate training for employees “de confianza,” including supervisors, human resources and labor relations personnel, and other high-level officials, on their responsibilities related to the protection of workers’ rights;

#### *Transparency*

- d. Issue a press release about the Denials of Rights at the facility, and circulate the press release at the facility. This will be completed no later than January 31, 2026;

#### *Trainings*

- e. Through the STPS, conduct in-person workers’ rights training for all Company Personnel during normal working hours, and post and distribute informational material at the facility, regarding freedom of association and collective bargaining, including the right to organize, select, affiliate, and conduct union activities with a union of the workers’ choice without any intimidation, coercion, violence, or retaliation; the right to freely elect union leaders to represent them; the right to receive an accounting of union spending; and the concepts of union independence and employer neutrality. Employees “de confianza,” including supervisors, human resources and labor relations personnel, and other high-level officials, will be trained separately from other workers. This will be completed no later than January 31, 2026;
- f. As part of in-person training, inform workers of the Denials of Rights at the facility and corresponding provisions of Mexican law, including relevant rights of workers and obligations of employers, labor organizations, and third parties; and explain the scope and content of the Course of Remediation. This will be completed no later than January 31, 2026;
- g. As part of in-person training, through the CFCRL, educate workers on the conciliation process available to any dismissed worker and types of conflicts that are exempt from the requirement to exhaust obligatory pre-trial conciliation. Ensure workers understand that they may seek appropriate legal advice, such as from a lawyer, the union of their choice, or Labor Defense Attorney’s Offices, and that they have the right to be reinstated to their job if they have been dismissed due to union activities or support. This will be completed no later than January 31, 2026;
- h. Structure the in-person trainings to ensure workers understand their right to freedom of association and collective bargaining, how to effectively exercise that right, and recourse

for violations of that right, including by requiring that each worker attend the full series of training sessions, designating sufficient time in each training to answer worker questions, conducting an assessment of each worker's understanding before and after each training, and providing retraining as needed. This will be completed no later than January 31, 2026;

#### *Government Complaint Mechanisms*

- i. Maintain a direct email address ([inspeccionfederal@stps.gob.mx](mailto:inspeccionfederal@stps.gob.mx)), the SIQAL platform, and a phone line for workers to anonymously report any allegations of potential acts of unlawful interference, or other violations of workers' freedom of association and collective bargaining rights, including intimidation, coercion, or threats with respect to their selection of a union or union activities, non-neutrality, or interference in internal union affairs. Mexico will timely investigate any allegations of acts of anti-union discrimination, unlawful interference, and other violations of workers' freedom of association and collective bargaining rights at the facility. Mexico will share with the United States any allegations received during the term of this Course of Remediation, including allegations notified to Mexico by the company, and the results of corresponding investigations;

#### *Monitoring*

- j. Monitor the facility with regard to the obligations of this Course of Remediation and compliance with Mexican laws related to freedom of association and collective bargaining. The STPS will share the results of this monitoring with the United States and Akwel; and

#### *Sanctions*

- k. Impose sanctions in accordance with Mexican law, including financial penalties, on Akwel and any other individual, labor organization, or company that has been found to violate Mexican laws related to freedom of association and collective bargaining. This will be completed no later than January 31, 2026.
3. The United States and Mexico will consult at the expiration of this Course of Remediation regarding its implementation with a view to the prompt resolution of the matter. The United States and Mexico will endeavor to determine whether implementation has been adequately accomplished within 30 days after the expiration of this Course of Remediation. If either the United States or Mexico considers there to be any pending issue under this Course of Remediation, that country will notify the other country of such pending issue within 30 days after the expiration of this Course of Remediation.