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Individually and on behalf of all aggrieved employees

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Attorneys for Defendant RMI International, Inc.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

Alkhatatbeh Abedalsalam, individually and on
behalf all aggrieved employees,

Plaintiff,

vs.

RMI International, Inc.; and Does 1 through
20, Inclusive,

Defendants.

CASE NO.: 20STCV43544

Hon. Kristin S. Escalante – Dept. 24

**JOINT STIPULATION OF PAGA
ACTION SETTLEMENT AND RELEASE**

Action Filed: November 12, 2020

PAGA ACTION SETTLEMENT AGREEMENT

This Joint Stipulation of PAGA Settlement Agreement (“Agreement”) is made by and between plaintiffs Alkhatatbeh Abedalsalam and Reginald Isaiah (“Plaintiffs”) and defendant RMI International, Inc. (“Defendant”). The Agreement refers to Plaintiffs and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS:

- 1.1. “Action” means Plaintiffs’ lawsuit alleging wage and hour violations against Defendant captioned *Alkhatatbeh Abedalsalam v. RMI International, Inc.*, Case No. 20STCV43544, initiated on November 12, 2020 and currently pending in the Superior Court of the State of California, Los Angeles.
- 1.2. “Administrator” means Rust Consulting, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount that the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.
- 1.4. “Aggrieved Employee” is defined as all current and former non-exempt employees of Defendant within the State of California at any time during the PAGA Period.
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendant RMI International, Inc.’s 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 Gordon Rees Scully Mansukhani, LLP.
- 1.9. “Effective Date” means the date by which both of the following have occurred: (a) the Court enters a Judgment on its Order Approving PAGA settlement, (b) the Judgment is final, and (c) all objections, intervenors, and/or appeals have been resolved, if any.
- 1.10. “Gross Settlement Amount” means \$250,000, which is the total amount that Defendant RMI International, Inc. agrees to pay under the settlement except as provided in Paragraph 8.2 and 9 below. The Gross Settlement Amount will be used to pay Individual PAGA payments, the LWDA PAGA payment, PAGA Counsel Fees

1 payment, PAGA Counsel Litigation Expenses Payment, and Administrator's
2 Expenses Payment.

3 1.11. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25%
4 of the PAGA Penalties calculated according to the number of Pay Periods the
5 Aggrieved Employee worked during the PAGA Period. One hundred percent (100%)
6 of the Individual PAGA Payments to Aggrieved Employees is deemed as penalties.

7 1.12. "Judgment" means the judgment entered by the Court based upon the Final Approval.

8 1.13. "LWDA" means the California Labor and Workforce Development Agency, the
9 agency entitled, under Labor Code section 2699, subd. (i).

10 1.14. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA
11 under Labor Code section 2699, subd. (i).

12 1.15. "Net Settlement Amount" means the Gross Settlement Amount, less the following
13 payments in the amounts approved by the Court: the LWDA PAGA Payment, PAGA
14 Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the
15 Administration Expenses Payment. The remainder Net Settlement Amount is to be
16 paid to Aggrieved Employees as Individual PAGA Payments.

17 1.16. "PAGA Counsel" means Lebe Law, APLC, the attorneys representing the Plaintiffs
18 in the Action.

19 1.17. "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment"
20 mean the amounts allocated to PAGA Counsel for reimbursement of reasonable
21 attorneys' fees and expenses, respectively, incurred to prosecute the Action.

22 1.18. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee
23 worked for Defendant for at least one day during the PAGA Period.

24 1.19. "PAGA Period" is between September 8, 2019 and June 1, 2022.

25 1.20. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

26 1.21. "PAGA Notices" means Plaintiffs' August 13, 2020 and June 22, 2022 letters to RMI
27 International, Inc. and the LWDA providing notice pursuant to Labor Code section
28 2699.3, subd.(a).

1.22. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from
the Gross Settlement Amount, allocated 25% to the Aggrieved Employees
(approximately \$29,250) and the 75% to LWDA (approximately \$87,750) in
settlement of PAGA claims.

1.23. "Plaintiffs" means Alkhatatbeh Abedalsalam and Reginald Isaiah.

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

1.25. “Released PAGA Claims” means the claims being released by the Plaintiffs and PAGA Counsel and as described in Paragraph 5 below.

1.26. “Released Parties” means: Defendant RMI International, Inc. and any parent, subsidiary, affiliate, predecessor or successor, and all agents, employees (current and former), officers, directors, insurers and attorneys.

1.27. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS

2.1. On November 12, 2020, Plaintiff Alkhatatbeh Abedalsalam commenced this Action by filing a Complaint alleging a single cause of action against Defendant RMI International, Inc. for PAGA penalties for (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to pay all wages; (4) failure to provide timely and complaint meal periods; (5) failure to provide timely and complaint rest periods; (6) failure to provide accurate and itemized wage statements; (7) failure to reimburse all necessary business expenses; and (8) failure to pay all wages due upon termination/separation of employment. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged.

2.1.1. As an agreed part of this Settlement, Plaintiffs will submit a First Amended Complaint adding Reginald Isaiah as a named Plaintiff to this action. The First Amended Complaint is the operative complaint in the Action (the “Operative Complaint”).

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

2.3. On May 26, 2022, the Parties participated in an all-day mediation presided over by Lisa Klerman which led to this Agreement to settle the Action.

2.4. Prior to mediation, Plaintiffs obtained, through informal discovery, time and payroll records for the Plaintiffs and aggrieved employees, as well as policy documents.

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 8.2 and 9 below, Defendant promises to pay \$250,000 and no more as the Gross Settlement Amount. Defendant has 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 Defendant.

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 Approval Order:

3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 40% which is currently estimated to be \$100,000 and PAGA Counsel Litigation Expenses Payment of not more than \$15,000. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiffs 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 Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2. To the Named Plaintiffs: An enhancement payment in the amount no greater than \$5,000 to each Named Plaintiff in the Operative Complaint.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$8,000 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 \$8,000, 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 \$117,000 to be paid from the Gross Settlement Amount, with 75% (approximately \$87,750) allocated to the LWDA PAGA Payment and 25% (approximately \$29,250) 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 (\$29,250) 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

1 assume full responsibility and liability for any taxes owed on their
2 Individual PAGA Payment.

3 3.2.4.2. If the Court approves PAGA Penalties of less than the amount
4 requested, the Administrator will allocate the remainder to the Net
5 Settlement Amount. The Administrator will report the Individual
6 PAGA Payments on IRS 1099 Forms.

7 3.3. Attorneys' Fees and Costs. Except as to those fees and costs paid from the Gross
8 Settlement Amount, as approved and ordered by the Court, the Parties shall each bear
9 their own attorneys' fees and costs.

10 4. SETTLEMENT FUNDING AND PAYMENTS

11 4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant
12 estimates there are approximately 839 Aggrieved Employees who worked a total of
13 approximately 55,514 of PAGA Pay Periods.

14 4.2. Aggrieved Employee Data. Within 30 days of the Effective Date, Defendant will
15 simultaneously deliver the Aggrieved Employee Data to the Administrator in the form
16 of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the
17 Administrator must maintain the Aggrieved Employee Data in confidence, use the
18 Aggrieved Employee Data only for purposes of this Settlement and for no other
19 purpose, and restrict access to the Aggrieved Employee Data to Administrator
20 employees who need access to the Aggrieved Employee Data to effect and perform
21 under this Agreement. Defendant has a continuing duty to immediately notify PAGA
22 Counsel if it discovers that the Aggrieved Employee Data omitted employee
23 identifying information and to provide corrected or updated Aggrieved Employee Data
24 as soon as reasonably feasible. Without any extension of the deadline by which
25 Defendant must send the Aggrieved Employee Data to the Administrator, the Parties
26 and their counsel will expeditiously use best efforts, in good faith, to reconstruct or
27 otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

28 4.3. Funding of Gross Settlement Amount. The first payment from the Gross Settlement
Amount (\$83,333.33) shall be made 30 days after the Effective Date to the settlement
administrator; the second payment shall (\$83,333.33) be made 30 days following the
first installment payment; and the third payment (\$83,333.33) shall be made 30 days
after the second installment payment. Should any payment date fall on a weekend or
holiday, payment shall be made on the next business day.

4.4. Payments from the Gross Settlement Amount. Within fourteen (14) days after
Defendant fully funds the Gross Settlement Amount, the Administrator will mail
checks for all Individual PAGA Payments, the LWDA PAGA Payment, the
Administration Expenses Payment, the PAGA Counsel Expenses Payment.
Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede
disbursement of Individual PAGA Payments.

- 1 4.4.1. The Administrator will issue checks for the Individual PAGA Payments and
2 send them to the Aggrieved Employees via First Class U.S. Mail, postage
3 prepaid. The face of each check shall prominently state the date (not less than
4 180 days after the date of mailing) when the check will be voided. The
5 Administrator will cancel all checks not cashed by the void date. Before
6 mailing any checks, the Settlement Administrator must update the recipients'
7 mailing addresses using the National Change of Address Database.
- 8 4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for
9 all Aggrieved Employees whose checks are returned undelivered without
10 USPS forwarding address. Within 7 days of receiving a returned check the
11 Administrator must re-mail checks to the USPS forwarding address provided
12 or to an address ascertained through the Aggrieved Employee Address
13 Search. The Administrator need not take further steps to deliver checks to
14 Aggrieved Employees whose re-mailed checks are returned as undelivered.
15 The Administrator shall promptly send a replacement check to any
16 Aggrieved Employee whose original check was lost or misplaced, requested
17 by the Aggrieved Employee prior to the void date.
- 18 4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is
19 uncashed and cancelled after the void date, the Administrator shall transmit
20 the funds represented by such checks to the California Controller's
21 Unclaimed Property Fund in the name of the Aggrieved Employee.
- 22 4.4.4. The payment of Individual PAGA Payments shall not obligate Defendant to
23 confer any additional benefits or make any additional payments to the
24 Aggrieved Employees (such as 401(k) contributions or bonuses) beyond
25 those specified in this Agreement.

26 **5. RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the entire
27 Gross Settlement Amount, Plaintiffs and PAGA Counsel will release claims against all
28 Released Parties as follows:

5.1. Plaintiffs' Release. Plaintiffs and their respective former and present spouses,
representatives, agents, attorneys (including PAGA Counsel), heirs, administrators,
successors, and assigns generally, release the Released Parties from all claims, demands,
rights, liabilities and causes of action of every nature and description whatsoever, known or
unknown, asserted or that might have been asserted, whether in tort, contract, or for violation
of any state or federal statute, rule or regulation arising out of, relating to, or in connection
with any act or omission by or on the part of any of the Released Parties committed or
omitted prior to the execution hereof, including a release and discharge 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/or the PAGA Notices ("Plaintiffs' Release"),
including, but not limited to, claims for failure to provide meal periods, failure to provide rest
periods, failure to pay all wages, including regular, minimum and overtime wages, failure to
timely pay all wages during employment and at termination of employment, failure to
reimburse business expenses, failure to provide accurate wage statements, on behalf of

1 themselves and each of their heirs, representatives, successors, assigns, and attorneys, which
2 shall be fully, finally, and forever released, relinquished, and discharged. Plaintiffs' Release
3 does not extend to any claims or actions to enforce this Agreement, or to any claims for
4 vested benefits, unemployment benefits, disability benefits, social security benefits, workers'
5 compensation benefits that arose at any time, or based on occurrences outside the PAGA
6 Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in
addition to, the facts or law that Plaintiffs now know or believe to be true but agree,
nonetheless, that Plaintiffs' Release shall be and remain effective in all respects,
notwithstanding such different or additional facts or Plaintiffs discovery of them.

- 7 5.2. Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For purposes
8 of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions,
9 rights, and benefits, if any, of section 1542 of the California Civil Code, which
reads:

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

- 13 5.3. Release by Aggrieved Employees: All Aggrieved Employees are deemed to release,
14 on behalf of themselves and their respective former and present representatives,
15 agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties
16 from all claims for PAGA penalties that were alleged, or reasonably could have been
17 alleged, based on the PAGA Period facts stated in the Operative Complaint and/or
18 the PAGA Notices, including, but not limited to, claims for failure to provide meal
19 periods, failure to provide rest periods, failure to pay all wages, including regular,
minimum and overtime wages, failure to timely pay all wages during employment
and at termination of employment, failure to reimburse business expenses, failure to
provide accurate wage statements, on behalf of themselves and each of their heirs,
representatives, successors, assigns, and attorneys, which shall be fully, finally, and
forever released, relinquished, and discharged.

- 20 5.4. Release by PAGA Counsel: PAGA Counsel release on behalf of their present and
21 former attorneys, employees, agents, successors and assigns the Released Parties
22 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.

23 **6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.** The Parties
24 agree to jointly prepare and file an application or motion for approval of this Settlement.

- 25 6.1. Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all
26 documents necessary for obtaining approval of this Settlement under Labor Code
27 Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of
28 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 Plaintiffs, 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)); (iv) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (v) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiffs 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 and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than 30 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 Preliminary 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 Rust Consulting to serve as the Administrator and verified that, as a condition of appointment, Rust Consulting 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 as otherwise requested by the Parties or the Court.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES and ESCALATOR CLAUSE

8.1. Based on its records, Defendant estimates that, as of the date of this Settlement Agreement, (1) there are approximately 839 Aggrieved Employees who worked approximately 55,514 Pay Periods during the PAGA Period.

8.2. Escalator Clause. In the event the number of pay periods released in settlement exceeds 55,514 by more than 7.5%, the Gross Settlement Amount shall be proportionately increased, on a percentage basis, to the extent that such pay periods exceed the 7.5% threshold. For example, if the number of pay periods released exceeds 55,514 by 8.5%, then the Gross Settlement Amount would be increased by 1% or \$2,500.

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 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 Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendant's 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, Defendant reserves all available defenses to the claims in the Action, and Plaintiffs reserve the right to contest Defendant's 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 Plaintiffs and Defendant, 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 Plaintiffs, PAGA Counsel, Defendant 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.

1 10.11. Confidentiality. To the extent permitted by law, all agreements made, and orders
2 entered during Action and in this Agreement relating to the confidentiality of
information shall survive the execution of this Agreement.

3 10.12. Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel
4 pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data
5 provided to PAGA Counsel by Defendant in connection with the mediation, other
6 settlement negotiations, or in connection with the Settlement, may be used only with
7 respect to this Settlement, and no other purpose, and may not be used in any way that
8 violates any existing contractual agreement, statute, or rule of court. Not later than 90
9 days after the Administrator discharges its obligation to pay out of all Settlement
funds, Plaintiffs shall destroy all paper and electronic versions of Aggrieved Employee
Data received from Defendant unless, prior to the Administrator's payment of all
Settlement Funds, Defendant makes a written request to PAGA Counsel for the return,
rather than the destructions, of Aggrieved Employee Data.

10 10.13. Headings. The descriptive heading of any section or paragraph of this Agreement is
11 inserted for convenience of reference only and does not constitute a part of this
12 Agreement.

13 10.14. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall
14 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.

15 10.15. Notice. All notices, demands or other communications between the Parties in
16 connection with this Agreement will be in writing and deemed to have been duly given
17 as of the third business day after mailing by United States mail, or the day sent by
email or messenger, addressed as follows:

18 To Plaintiffs: Jonathan M. Lebe
19 Shigufa K. Saleheen
LEBE LAW, APLC
20 777 S. Alameda St. Second Floor
Los Angeles, CA 90021
21 Telephone: (213) 444-1973

22 To Defendant: Stephen E. Ronk
23 Linh T. Hua
Jenay N. Younger
24 Gordon Rees Scully Mansukhani, LLP
25 633 West Fifth Street, 52nd Floor
Los Angeles, CA 90071
26 Telephone: (213) 576-5007

27 10.16. Execution in Counterparts. This Agreement may be executed in one or more
28 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

1 of them will be deemed to be one and the same instrument if counsel for the Parties
2 will exchange between themselves signed counterparts. Any executed counterpart will
3 be admissible in evidence to prove the existence and contents of this Agreement.

4 10.17. Stay of Litigation. The Parties agree that upon the execution of this Agreement the
5 litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties
6 further agree that upon the signing of this Agreement that pursuant to CCP section
7 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the
8 entire period of this settlement process.

9 Dated: August 12, 2022

LEBE LAW, APLC

By: _____

Jonathan M. Lebe
Shigufa K. Saleheen

Attorneys for Alkhatatbeh Abedalsalam and
Reginald Isaiah

14 Dated: August 12, 2022

GORDON REES SCULLY MANSUKHANI, LLP

By: _____

Stephen E. Ronk
Linh T. Hua
Jenay Younger

Attorneys for RMI International, Inc.

23 Dated: August 12, 2022

By: _____

Alkhatatbeh Abedalsalam

1 of them will be deemed to be one and the same instrument if counsel for the Parties
2 will exchange between themselves signed counterparts. Any executed counterpart will
3 be admissible in evidence to prove the existence and contents of this Agreement.

4 10.17. Stay of Litigation. The Parties agree that upon the execution of this Agreement the
5 litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties
6 further agree that upon the signing of this Agreement that pursuant to CCP section
7 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the
8 entire period of this settlement process.

9 Dated: August 11, 2022

LEBE LAW, APLC

By: _____

Jonathan M. Lebe
Shigufa K. Saleheen

Attorneys for Alkhatatbeh Abedalsalam and
Reginald Isaiah

14 Dated: August 11, 2022

GORDON REES SCULLY MANSUKHANI, LLP

By: _____

Stephen E. Ronk
Linh T. Hua
Jenay Younger

Attorneys for RMI International, Inc.

23 Dated: August 11, 2022
24 Aug 11, 2022

By: _____

Alkhatatbeh Abedalsalam
Alkhatatbeh Abedalsalam

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Dated: August 12, 2022

By: _____
Reginald Isaiah

Dated: August 12, 2022

By:  _____
RMI International, Inc.

Signature: 
Alkhatatbeh Abedalsalam (Aug 11, 2022 12:00 PDT)

Email: abedalsalamkhatatbeh4@gmail.com

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Dated: August 11, 2022
Aug 11, 2022


By: Reginald J. Isaiah (Aug 11, 2022 21:20 PDT)
Reginald Isaiah

Dated: August 11, 2022


By: _____
RMI International, Inc.