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SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES – SPRING STREET

TAMI RAE JONES, individually, and on behalf  
of all others similarly situated,

Plaintiff,

vs.

RMI INTERNATIONAL, INC., a California  
corporation; and DOES 1 through 10, inclusive,

Defendants

Case No.: 23STCV30866  
Related Case No: 24STCV08693

[Hon. Carolyn B. Kuhl, Department 12]

**PAGA SETTLEMENT AGREEMENT**

Complaint filed: December 18, 2023  
Trial date: Not set

APRIL CRUMP, as an aggrieved employee  
pursuant to the Private Attorneys General Act  
("PAGA"), on behalf of the State of California  
and other non-party Aggrieved Employees,

Plaintiff,

vs.

RMI INTERNATIONAL, INC., a California  
corporation; and DOES 1 through 10, inclusive,

Defendants.

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## PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiffs Tami Rae Jones and April Crump (“Plaintiffs”) and defendant RMI International, Inc. (“RMI”). The Agreement refers to Plaintiffs and RMI collectively as “Parties,” or individually as “Party.”

### 1. **DEFINITIONS.**

- 1.1. “Action(s)” means the Plaintiffs’ lawsuits alleging wage and hour violations against RMI captioned: (1) *Tami Rae Jones v. RMI International, Inc.*, initiated on December 18, 2023 and pending in Superior Court of the State of California, County of Los Angeles (Case No. 23STCV30866); (2) *April Crump v. RMI International, Inc.*, initiated on April 8, 2024 and pending in the Superior Court of the State of California, County of Los Angeles (Case No. 24STCV08693), as well as all claims and allegations made in Plaintiffs’ PAGA Notices dated December 17, 2023 and February 2, 2024.
- 1.2. “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement, subject to approval by the Court, in accordance with the terms of this Agreement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of the Settlement.
- 1.4. “Aggrieved Employees” means all persons employed by RMI in California and classified as a non-exempt, hourly employee who worked for RMI during the PAGA Period.
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in RMI’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 Linh T. Hua and Kyla H. Buenaventura of Gordon Rees Scully Mansukhani, LLP.

1.9. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its PAGA Approval Order; and (b) the Judgment is final. The Judgment is final as of the day the Court enters Judgment.

1.10. “Gross Settlement Amount” means Three Hundred Eighty-Five Thousand Dollars and Zero Cents (\$385,000.00) which is the total amount RMI agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross 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.

1.11. “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.

1.12. “Judgment” means the judgment entered by the Court based upon the approval of this Agreement.

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

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

1.15. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid: 75% to the LWDA as the LWDA PAGA Payment and 25% to the

Aggrieved Employees as Individual PAGA Payments.

- 1.16. “PAGA Counsel” means Kane Moon, Allen Feghali, Hyunjin Kim of Moon Law Group, PC and Orlando Villalba and Helga Hakimi from Capstone Law APC, the attorneys representing Plaintiffs in the Action.
- 1.17. “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.18. “PAGA Pay Period” means any pay period during which an Aggrieved Employee worked for RMI for at least one day during the PAGA Period.
- 1.19. “PAGA Period” means the period from December 20, 2022 to November 20, 2024.
- 1.20. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).
- 1.21. “PAGA Notice” means Plaintiff Tami Rae Jones’ December 17, 2023 letter to RMI and the LWDA and Plaintiff April Crump’s February 2, 2024 letter to RMI and the LWDA providing notice pursuant to Labor Code section 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 and the 75% to LWDA in settlement of PAGA claims.
- 1.23. “Plaintiffs” mean Tami Rae Jones and April Crump, the named plaintiffs in the Actions.
- 1.24. “PAGA Approval Order” means the proposed Court order granting approval of PAGA Settlement.
- 1.25. “Released PAGA Claims” means any and all claims being released by the Plaintiffs, Aggrieved Employees, and the LWDA and as described in Paragraph 5 below, based on the facts contained in the Operative Complaints and/or PAGA Notices, or that could have been alleged, including, but not limited to, alleged violations of the California Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 246, 248.5, 256, 510, 512, 516, 558, 1174, 1174.5, 1182.12, 1194, 1197, 1197.1, 1198, 2699, 2802, 2810.5, among other, and Business and Professions Code section 17200, *et seq.*, and the applicable California Industrial Welfare Commission Wage Orders, during the PAGA Period..

- 1.26. “Released Parties” means: RMI and each and all of its former, present, and future parents, divisions, managing members, employees, affiliated entities, related entities, directors, officers, shareholders, owners, board members, agents, trustees, attorneys or legal representatives, insurers, representatives, administrators, fiduciaries, beneficiaries, subrogees, partners, predecessors, successors, assigns, subsidiaries, and affiliates, and members of the foregoing; and/or any other entity or individual which could be liable for the acts or omissions of the RMI based on or arising out of the Released PAGA Claims .
- 1.27. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.28. “RMI” means named Defendant RMI International, Inc.

## 2. **RECITALS.**

- 2.1. On December 18, 2023, Plaintiff Tami Rae Jones commenced this Action by filing a Complaint alleging causes of action against RMI for Failure to Pay Minimum Wages; Failure to Pay Overtime Compensation; Failure to Provide Meal Periods; Failure to Authorize and Permit Rest Breaks; Failure to Indemnify Necessary Business Expenses; Failure to Timely Pay Final Wages at Termination; Failure to Provide Accurate Itemized Wage Statements; and Unfair Business Practices. On February 23, 2024, Plaintiff filed a First Amended Complaint which adds a ninth cause of action against the RMI under the Private Attorneys General Act of 2004 (“PAGA”)(“Jones Complaint”). On July 10, 2024, this Court granted Plaintiff’s request to dismiss her class allegations pursuant to a valid arbitration agreement. RMI denies the allegations in the Jones Complaint, denies any failure to comply with the laws identified in in the Jones Complaint and denies any and all liability for the causes of action alleged.
- 2.2. On April 8, 2024, Plaintiff April Crump commenced a representative PAGA action by filing a Complaint alleging a single cause of action against RMI under PAGA for Failure to Pay Minimum Wages; Failure to Pay Overtime Compensation; Failure to Provide Meal Periods; Failure to Authorize and Permit Rest Breaks; Failure to Provide and Maintain

Compliant Wage Statements; Failure to Reimburse Necessary Business Expenses; Failure to Pay Wages During Employment; Failure to Properly Calculate Sick Leave Rates of Pay; Failure to Timely Pay Final Wages at Termination; Failure to Provide Written Notice of Material Terms of Employment; and Failure to Provide and Maintain Compliant Wage Statements. The Complaint is the operative complaint in the Crump Action (“Crump Complaint”). RMI denies the allegations in the Crump Complaint, denies any failure to comply with the laws identified in in the Crump Complaint and denies any and all liability for the causes of action alleged.

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

2.4. On November 22, 2024, the Parties participated in an all-day mediation presided over by Steve Rottman, Esq. which led to this Agreement to settle the Action.

2.5. On March 24, 2025, to ensure all claims alleged against the Defendant are consolidated into one forum, Plaintiffs Tami Re Jones and April Crump filed a Second Amended Complaint in this Action. The Second Amended Complaint was filed in the *Jones* Action and amends the complaint by adding April Crump as a plaintiff, and alleges a single cause of action under PAGA. The Second Amended Complaint is the Operative Complaint in this Action (the “Operative Complaint”).

2.6. Prior to mediation, Plaintiffs obtained, through informal discovery, policy documents regarding the RMI ’s wage and hour policy, employee handbooks, schedules, and a sample of the employees’ time and pay records.

2.7. 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. In consideration of, and subject to, the promises, terms, and conditions set forth in this Agreement, RMI promises to pay \$385,000.00 and no more as

1 the Gross Settlement Amount, except as otherwise provided by Paragraph 8 below, in the  
2 manner and method set forth in this Agreement, to fully, finally, and completely settle the  
3 Action and the claims alleged therein on behalf of the Aggrieved Employees, including  
4 any and all associated claims for civil penalties, attorneys' fees, and litigation costs and  
5 expenses. RMI has no obligation to pay the Gross Settlement Amount prior to the deadline  
6 stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross  
7 Settlement Amount without asking or requiring Aggrieved Employees to submit any claim  
8 as a condition of payment. None of the Gross Settlement Amount will revert to RMI.

9 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the  
10 following payments from the Gross Settlement Amount, in the amounts specified by the  
11 Court in the PAGA Approval Order:

12 3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third,  
13 which is currently estimated to be \$128,333.33 and a PAGA Counsel Litigation  
14 Expenses Payment of not more than \$35,000.00. RMI will not oppose requests for  
15 Court approval of these payments provided that they do not exceed these amounts.  
16 PAGA Counsel will file a motion for PAGA Counsel Fees Payment and PAGA  
17 Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees  
18 Payment and/or a PAGA Counsel Litigation Expenses Payment less than the  
19 amounts requested, the Administrator will allocate the remainder to the Net  
20 Settlement Amount. Released Parties shall have no liability to PAGA Counsel or  
21 any other Plaintiff's counsel arising from any claim to any portion any PAGA  
22 Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The  
23 Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel  
24 Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes  
25 full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment  
26 and the PAGA Counsel Litigation Expenses Payment and holds RMI harmless  
27 from any dispute or controversy regarding any division or sharing of any of these  
28 Payments.

3.2.2. To the Administrator: An Administrator Expenses Payment not to exceed \$10,000.00 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 \$10,000.00, the Administrator will retain the remainder in the Net Settlement Amount. The Administration Expenses Payment will be reported on an IRS Form 1099 issued to the Administrator.

3.2.3. To the Aggrieved Employees: An Individual PAGA Payment calculated by dividing the total number of PAGA Pay Periods worked by each Aggrieved Employee in the PAGA Period by the total number of PAGA Pay Periods worked by all Aggrieved Employees in the PAGA Period, multiplied by the 25% of the Net Settlement Amount allocated to Aggrieved Employees. There will be no claims process and Aggrieved Employees cannot opt out of the Settlement.

3.2.3.1. Tax Treatment of Individual PAGA Payments. The Administrator will issue to the Aggrieved Employees a form 1099 for all amounts attributable to the Individual PAGA Payments. Aggrieved Employees shall assume full responsibility and liability for the payment of taxes due on the Individual PAGA Payments.

3.2.4. To the LWDA: LWDA PAGA Payment in the amount of 75% of the Net Settlement Amount, paid to the LWDA under Labor Code section 2699, subd. (i).

#### **4. SETTLEMENT FUNDING AND PAYMENTS.**

4.1. Aggrieved Employee Pay Periods. Based on a review of its records as of November 20, 2024, RMI estimates there are 974 Aggrieved Employees who worked a total 38,892 of PAGA Pay Periods.

4.2. Aggrieved Employee Data. Within sixty (60) calendar days of the Effective Date, RMI will simultaneously 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 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. RMI has 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 RMI 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 Settlement Amount. RMI shall fully fund the Gross Settlement Amount in 12 equal monthly installments, transmitted to the Administrator. RMI's first payment shall be made no later than 60 days after the Effective Date; thereafter, payments shall be made on the 1<sup>st</sup> of each month. The Gross Settlement amount shall be fully funded.

4.4. Payments from the Gross Settlement Amount. Within 14 days after RMI 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.

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 under the cover letter in English, substantially in the form attached hereto as "Exhibit 1" ("Cover Letter"). 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 Employee 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 RMI 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.** Upon the date when RMI fully funds the entire Gross Settlement Amount, Plaintiff, PAGA Counsel, the State of California, Aggrieved Employees, and the LWDA, and any other representative, proxy, or agent thereof will release claims against all Released Parties as follows:

5.1. Release by Aggrieved Employees:

All Aggrieved Employees, Plaintiff, and the LWDA 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 civil penalties, costs, expenses, attorneys' fees, or interest for any Labor Code or Wage Order violation alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Jones Complaint, Crump Complaint, the Operative Complaint, and/or the PAGA Notices,

1 including but not limited to claims for failure to pay minimum wages, failure to pay  
2 overtime wages at the correct rate, improper rounding practice and policy, failure to  
3 accurately record hours worked, failure to pay double time wages at the correct rate, failure  
4 to pay overtime and/or double time wages by failing to include all applicable remuneration  
5 in calculating the regular rate of pay, failure to provide meal periods, failure to provide rest  
6 periods, failure to pay premium wages for missed meal and rest periods, failure to provide  
7 and maintain accurate written wage statements, failure to reimburse for necessary business  
8 expenditures, failure to timely pay wages during employment and at termination, failure to  
9 properly calculate paid sick leave to include all applicable remuneration in calculating the  
10 regular rate of pay, failure to provide notice of material terms of employment, failure to  
11 pay all accrued vacation wages at termination, failure to pay all earned wages twice per  
12 month, and any other claims, including claims for statutory and/or civil penalties.

13 Aggrieved Employees may not opt-out of the Release by Aggrieved Employees.

14 5.2. Release by PAGA Counsel:

15 PAGA Counsel release on behalf of their present and former attorneys, employees, agents,  
16 successors and assigns the RMI and the Released Parties from all claims for attorneys' fees  
17 and costs incurred in connection with the Jones, Crump, and Operative Complaint and/or  
18 the PAGA Period facts stated in the Jones, Crump, and Operative Complaints and the  
19 PAGA Notices.

20  
21 **6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.**

22 The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

23 6.1. Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all  
24 documents necessary for obtaining approval of this Settlement under Labor Code Section  
25 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA  
26 Settlement; (ii) a signed declaration from PAGA Counsel firm attesting to its timely  
27 transmission to the LWDA of all necessary PAGA documents (initial notice of violations  
28 (Labor Code section 2699.3, subd. (a)), Operative Complaints (Labor Code section 2699,

subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (iii) 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 Plaintiff, PAGA Counsel or Defense Counsel; and (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, 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 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 approval documents 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.

1     **7. SETTLEMENT ADMINISTRATION.**

2             7.1.     Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve  
3                     as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc.  
4                     agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in  
5                     this Agreement in exchange for payment of Administration Expenses. The Parties and  
6                     their Counsel represent that they have no interest or relationship, financial or otherwise,  
7                     with the Administrator other than a professional relationship arising out of prior  
8                     experiences administering settlements.

9             7.2.     Employer Identification Number. The Administrator shall have and use its own Employer  
10                    Identification Number for purposes of calculating payroll tax withholdings and providing  
11                    reports state and federal tax authorities.

12            7.3.     Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets  
13                    the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation  
14                    section 468B-1.

15            7.4.     Administrator Duties. The Administrator has a duty to perform or observe all tasks to be  
16                    performed or observed by the Administrator contained in this Agreement or otherwise.

17  
18     **8. AGGRIEVED EMPLOYEE SIZE ESTIMATES and ESCALATOR CLAUSE**

19             Based on its records, RMI estimates that, at the time of mediation, there are 40,000 Pay Periods  
20             during the PAGA Period. The parties agree that this escalator clause will be triggered if the Pay  
21             Periods worked exceeds the estimate by more than 10%. In the event the number of Pay Periods  
22             worked increases by more than 10%, then RMI can either (a) increase the GSA proportionally by  
23             the Workweeks worked in excess of 44,000 Pay Periods (e.g., if the total number of Pay Periods is  
24             12% higher than 40,000, the GSA will increase by 2%), or (b) end the PAGA Period on a date  
25             when there are no more than 44,000 Pay Periods worked by Aggrieved Employees.

1     **9.     CONTINUING JURISDICTION OF THE COURT.** The Parties agree that, after entry  
2 of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely  
3 for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement  
4 administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

5           9.1.     Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and  
6 conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and  
7 PAGA Counsel Litigation Expenses Payment, the Parties, the Aggrieved Employees, and  
8 PAGA counsel waive all rights to appeal from the Judgment, including all rights to post-  
9 judgment and appellate proceedings, the right to file motions to vacate judgment, motions  
10 for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any  
11 waiver of the right to oppose such motions, writs or appeals. If another party appeals the  
12 Judgment, the Parties' obligations to perform under this Agreement will be suspended until  
13 such time as the appeal is finally resolved and the Judgment becomes final, except as to  
14 matters that do not affect the amount of the Net Settlement Amount.

15           9.2     Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If  
16 the reviewing Court vacates, reverses, or modifies the Judgment in a manner  
17 that requires a material modification of this Agreement (including, but not  
18 limited to, the scope of release to be granted), this Agreement shall be null and  
19 void. The Parties shall nevertheless expeditiously work together in good faith to  
20 address the appellate court's concerns and to obtain Approval and entry of  
21 Judgment. Any additional Administration Expenses Payment reasonably  
22 incurred after remittitur shall be paid from the Gross Settlement Amount. An  
23 appellate decision to vacate, reverse, or modify the Court's award of the  
24 payments to PAGA Counsel shall not constitute a material modification of the  
25 Judgment within the meaning of this paragraph, as long as the Gross Settlement  
26 Amount remains unchanged.

27           9.3     Amended Judgment. If any amended judgment is required under Code of Civil  
28 Procedure section 384, the Parties will work together in good faith to jointly

submit and a proposed amended judgment.

**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 RMI that any of the allegations in the Operative Complaint have merit or that RMI has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that RMI's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. RMI expressly denies all of the allegations in the Operative Complaint and PAGA Notices. RMI expressly denies that it has violated the California Labor Code, or any other provision of federal or state law with respect to any of its employees. If, for any reason the Court does not approve this Settlement, RMI reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest RMI'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, and the Individual Settlement Agreements, shall constitute the entire agreement between the Parties relating to the Settlement. All prior or contemporaneous negotiations, memoranda, agreements, and understandings, and representations, whether written or oral, are superseded hereby and are of no further force and effect. Each of the Parties acknowledges that they have not relied on any promises, representations, warranties, covenants, or inducements, express or implied, made to or by any Party. Provided, however, that this Agreement does not supersede or replace the Separate Individual Settlement Agreements. No rights hereunder may be waived except in writing.

- 1           10.3. Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and  
2           represent that they are authorized by Plaintiffs and RMI, respectively, to take all  
3           appropriate action required or permitted to be taken by such Parties pursuant to this  
4           Agreement to effectuate its terms, and to execute any other documents reasonably required  
5           to effectuate the terms of this Agreement including any amendments to this Agreement.
- 6           10.4. Cooperation. The Parties and their counsel will cooperate with each other and use their  
7           best efforts, in good faith, to implement the Settlement by, among other things, modifying  
8           the Settlement Agreement, submitting supplemental evidence and supplementing points  
9           and authorities as requested by the Court. In the event the Parties are unable to agree upon  
10          the form or content of any document necessary to implement the Settlement, or on any  
11          modification of the Agreement that may become necessary to implement the Settlement,  
12          the Parties will seek the assistance of a mediator and/or the Court for resolution. The  
13          Parties agree that the terms and conditions of this Agreement were negotiated at arm's  
14          length and in good faith by the Parties, and reflect a settlement that was reached voluntarily  
15          based upon adequate information and sufficient discovery and after consultation with  
16          experienced legal counsel.
- 17          10.5. No Prior Assignments. The Parties separately represent and warrant that they have not  
18          directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or  
19          encumber to any person or entity and portion of any liability, claim, demand, action, cause  
20          of action, or right released and discharged by the Party in this Settlement.
- 21          10.6. No Tax Advice. Neither Plaintiffs, PAGA Counsel, RMI, nor Defense Counsel are  
22          providing any advice regarding taxes or taxability, nor shall anything in this Settlement be  
23          relied upon as such within the meaning of United States Treasury Department Circular 230  
24          (31 CFR Part 10, as amended) or otherwise.
- 25          10.7. Modification of Agreement. This Agreement, and all parts of it, may be amended,  
26          modified, changed, or waived only by an express written instrument signed by all Parties  
27          or their representatives, and approved by the Court.
- 28          10.8. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the

benefit of Plaintiffs, RMI, the Aggrieved Employees, and their heirs, beneficiaries, executors, administrators, successors, transferees, assigns, or any corporation or any entity with which any party may merge, consolidate, or reorganize.

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.

10.11. 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.

10.12. 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 RMI 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's obligation to provide a Declaration confirming the final pay of the Net Settlement Amount, Plaintiffs shall destroy all paper and electronic versions of Aggrieved Employee Data received from RMI unless, prior to the Administrator's payment of all Settlement Funds, RI makes a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.

10.13. 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.

10.14. 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.

10.15. Notice. 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 mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs:

Kane Moon (SBN 249834)  
E-mail: [kmoon@moonlawgroup.com](mailto:kmoon@moonlawgroup.com)  
Allen Feghali (SBN 301080)  
E-mail: [afeghali@moonlawgroup.com](mailto:afeghali@moonlawgroup.com)  
Hyunjin Kim (SBN 345518)  
E-mail: [hkim@moonlawgroup.com](mailto:hkim@moonlawgroup.com)  
**MOON LAW GROUP, PC**  
725 South Figueroa Street, 31<sup>st</sup> Floor  
Los Angeles, California 90017  
Telephone: (213) 232-3128  
Facsimile: (213) 232-3125

*Attorneys for Plaintiff, Tami Rae Jones*

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Orlando Villalba (SBN 232165)  
[Orlando.villalba@capstonelawyers.com](mailto:Orlando.villalba@capstonelawyers.com)  
Helga Hakimi (SBN 257381)  
[Helga.hakimi@capstonelawyers.com](mailto:Helga.hakimi@capstonelawyers.com)

CAPSTONE LAW APC  
1875 Century Park East, Suite 1000  
Los Angeles, California 90067  
Telephone: (310) 556-4811  
Facsimile: (310) 943-0396

*Attorneys for Plaintiff April Crump*

To RMI:

**GORDON REES SCULLY MANSUKHANI, LLP**  
Linh T. Hua (SBN 247419)  
[lhua@grsm.com](mailto:lhua@grsm.com)  
Kyla H. Buenaventura (SBN 346443)  
[kbuenaventura@grsm.com](mailto:kbuenaventura@grsm.com)

633 West Fifth Street, 52nd Floor  
Los Angeles, California 90071  
Tel: (213) 576-5000  
Fax: (213) 680-4470

*Attorneys for Defendant, RMI International, Inc.*

10.16. 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.

10.17. 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 that 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.

10.19 Confidentiality Prior to Approval Order. Plaintiffs, PAGA Counsel, RMI and Defense Counsel separately agree that, until the Motion for Approval is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to

1 immediately notify each other Party of any judicial or agency order, inquiry, or  
2 subpoena seeking such information. Plaintiffs, PAGA Counsel, RMI and  
3 Defense Counsel separately agree not to, directly or indirectly, initiate any  
4 conversation or other communication, before the filing of the Motion for  
5 Approval, any with third party regarding this Agreement or the matters giving  
6 rise to this Agreement except to respond only that "the matter was resolved," or  
7 words to that effect. This paragraph does not restrict PAGA Counsel's  
8 communications with Aggrieved Employees in accordance with PAGA  
9 Counsel's ethical obligations owed to Aggrieved Employees.

10 10.20 No Solicitation. The Parties separately agree that they and their respective counsel and  
11 employees will not solicit any Aggrieved Employee to object to the Settlement. Nothing in  
12 this paragraph shall be construed to restrict PAGA Counsel's ability to communicate with  
13 Aggrieved Employees in accordance with PAGA Counsel's ethical obligations owed to  
14 Aggrieved Employees.

15  
16 **Plaintiffs:**

17 Dated: Jan 30, 2026.

18 By: Tami Rae Jones  
TAMI RAE JONES

19 Dated:

20 By: \_\_\_\_\_  
APRIL CRUMP

21 **Plaintiff's Counsel:**

22 Dated: February 2, 2026

MOON LAW GROUP, PC

23  
24 By: [Signature]  
Kane Moon  
Allen Feghali  
Hyunjin Kim

25 Attorneys for Plaintiff Tami Rae Jones

26  
27 Dated:

CAPSTONE LAW APC

immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, PAGA Counsel, RMI and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that “the matter was resolved,” or words to that effect. This paragraph does not restrict PAGA Counsel’s communications with Aggrieved Employees in accordance with PAGA Counsel’s ethical obligations owed to Aggrieved Employees.

10.20 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Aggrieved Employee to object to the Settlement. Nothing in this paragraph shall be construed to restrict PAGA Counsel’s ability to communicate with Aggrieved Employees in accordance with PAGA Counsel’s ethical obligations owed to Aggrieved Employees.

**Plaintiffs:**

Dated:

By: \_\_\_\_\_  
TAMI RAE JONES

Dated: 3/26/2025

By:  \_\_\_\_\_  
APRIL CRUMP

**Plaintiff’s Counsel:**

Dated:

MOON LAW GROUP, PC

By: \_\_\_\_\_  
Kane Moon  
Allen Feghali  
Hyunjin Kim

Attorneys for Plaintiff Tami Rae Jones

Dated: 3/26/2025

CAPSTONE LAW APC

By:   
Raul Perez  
Orlando Villalba  
Helga Hakimi  
Attorneys for Plaintiff April Crump

**Defendant:**

Dated: RMI International, Inc.

By: \_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**Defendant's Counsel:**

Dated: GORDON REES SCULLY MANSUKHANI, LLP

By: \_\_\_\_\_  
Linh Hua  
Kyla Buenaventura  
Attorneys for Defendant RMI International, Inc.

By: \_\_\_\_\_  
Raul Perez  
Orlando Villalba  
Helga Hakimi  
Attorneys for Plaintiff April Crump

**Defendant:**

Dated: RMI International, Inc.

By: Serah Larison  
Print Name

Serah Larison  
Signature

President  
Title

**Defendant's Counsel:**

Dated: April 7, 2025 GORDON REES SCULLY MANSUKHANI, LLP

By:   
Linh Hua  
Kyla Buenaventura

Attorneys for Defendant RMI International, Inc.

# Exhibit 1

## SETTLEMENT ADMINISTRATOR LETTERHEAD

Mailing Date

### NOTICE OF SETTLEMENT

Name

Address

*Tami Rae Jones and April Crump v. RMI International, Inc.*  
Los Angeles County Superior Court  
Case No. 23STCV30866

Dear NAME:

You are receiving the enclosed check in settlement of the lawsuit entitled *Tami Rae Jones and April Crump v. RMI International, Inc.*, Superior Court of the State of California, County of Los Angeles, Case Number 23STCV30866. In the lawsuit, Ms. Jones and Ms. Crump pursued various claims against RMI International, Inc. (the “Defendant”) under Labor Code § 2699 *et seq.*, the California Private Attorney General Act (“PAGA”) on behalf of employees of Defendant from December 20, 2022 to November 20, 2024. Defendant denied and continues to deny all of the allegations and liability for any claims in this case.

The enclosed check for \$ [REDACTED], is your share of the settlement. Your settlement amount represents penalties and will be reported on an IRS Form 1099. Your check is valid for 180 days from the date of mailing. Funds attributable to any uncashed check will be sent to the California Controller's Unclaimed Property Fund in your name.

The Released PAGA Claims include all civil penalties, costs, expenses, attorneys’ fees, or interest for any Labor Code or Wage Order violation alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Jones Complaint, Crump Complaint, the Operative Complaint, and/or the PAGA Notices, including but not limited to claims for failure to pay minimum wages, failure to pay overtime wages at the correct rate, improper rounding practice and policy, failure to accurately record hours worked, failure to pay double time wages at the correct rate, failure to pay overtime and/or double time wages by failing to include all applicable remuneration in calculating the regular rate of pay, failure to provide meal periods, failure to provide rest periods, failure to pay premium wages for missed meal and rest periods, failure to provide and maintain accurate written wage statements, failure to reimburse for necessary business expenditures, failure to timely pay wages during employment and at termination, failure to properly calculate paid sick leave to include all applicable remuneration in calculating the regular rate of pay, failure to provide notice of material terms of employment, failure to pay all accrued vacation wages at termination, failure to pay all earned wages twice per month, and any other claims, including claims for statutory and/or civil penalties.

**Even if you fail to cash the enclosed check, you will still be deemed to have released all claims arising from the Lawsuits, including all claims set forth in the release of claims described above.**

If the check is lost or misplaced, please contact the Administrator immediately at [xxx-xxx-xxxx] to have it reissued. If you have any questions about your check, please contact Administrator: [administrator contact information].