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Attorneys for Plaintiffs RENATO FLORES and AHDLER SILIM

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN JOAQUIN**

RENATO FLORES and AHDLER SILIM,
individually and on behalf of themselves and all
others similarly situated,

Plaintiff,

v.

RICH HOLDINGS, INC., a Delaware
Corporation; RICH PRODUCTS
CORPORATION, a Delaware Corporation; and
DOES 1-50, inclusive,

Defendants.

Case No. STK-UOE-2023-0001425

**NOTICE OF ENTRY OF ORDER AND
JUDGMENT**

1 **TO THE COURT AND ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**
2 PLEASE TAKE NOTICE that the Court in the above-entitled action located at, 180 E. Weber
3 Ave, Stockton, CA 95202, entered a Judgment and Order granting final approval of class action
4 and PAGA settlement and entry of judgment. The Court sets a compliance hearing for July 08,
5 2027 at 8:45a.m. in Department 10A. A true and correct copy of the, September 16, 2026 Order
6 granting final approval of class action and PAGA Settlement and entry of judgment, is attached
7 hereto as **Exhibit A**.

8
9 Dated: September 21, 2026

Respectfully Submitted
JAMES HAWKINS APLC

10 
11 _____
12 JAMES R. HAWKINS, ESQ.
CHRISTINA M. LUCIO, ESQ.

13 Attorneys for Plaintiff
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EXHIBIT A

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Filed SEP 16 2026
STEPHANIE BOHRER, CLERK
By [Signature] DEPUTY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN JOAQUIN**

RENATO FLORES and AHDLER SILIM,
individually and on behalf of themselves
and all others similarly situated,

Plaintiffs,

v.

RICH HOLDINGS, INC., a Delaware
Corporation; RICH PRODUCTS
CORPORATION, a Delaware Corporation;
and DOES 1-50, inclusive,

Defendants.

Case No. STK-UOE-2023-0001425

Assigned for All Purposes to:
Hon. George J. Abdallah

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' MOTION FOR FINAL
APPROVAL OF CLASS ACTION
AND PAGA SETTLEMENT AND
ENTRY OF JUDGMENT**

Date: September 16, 2026
Time: 9:00 a.m.
Dept: 10A

Complaint Filed: February 17, 2023

**ORDER GRANTING FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT
AND ENTRY OF JUDGMENT**

FILE BY FAX

1 The unopposed motion of Plaintiffs Renato Flores and Ahdler Silim ("Plaintiffs") for an
2 order granting final approval of the Class Action and PAGA Settlement Agreement ("Settlement"
3 or "Settlement Agreement") with Defendants Rich Holdings, Inc. and Rich Products Corporation
4 ("Defendants"), attorneys' fees and costs, Class Representative Service Payments, PAGA
5 payments, and the expenses of the Settlement Administrator came on for hearing on September
6 16, 2026 at 9:00 a.m. before the Honorable George J. Abdallah.

7 **I. FINDINGS**

8 Based on the oral and written argument and evidence presented in connection with the
9 motion, the Court makes the following findings:

10 1. All terms used herein shall have the same meaning as defined in the Settlement
11 Agreement.

12 2. This Court has jurisdiction over the subject matter of this litigation pending before
13 the Superior Court of the State of California, County of San Joaquin, and over all Parties to this
14 litigation, including Plaintiffs, Defendants, the Settlement Class, and Aggrieved Employees.

15 3. Based on a review of the papers submitted by Plaintiffs and a review of the
16 applicable law, the Court finds that the Gross Settlement Amount of Two Million Two Hundred
17 Fifty Thousand Dollars (\$2,250,000.00) and the terms set forth in the Agreement are fair,
18 reasonable, and adequate. The Gross Settlement Amount will be used to pay Individual Class
19 Payments, Individual PAGA Payments, the LWDA Payment, Class Counsel Fees Payment, Class
20 Counsel Litigation Expenses Payment, Class Representative Service Payments, and the
21 Settlement Administration Costs. This Gross Settlement Amount is a non-reversionary amount
22 without any reversion to Defendants, and excludes employer-side payroll taxes due on the portion
23 of the Individual Class Payments allocated to wages, which shall not be paid from the Gross
24 Settlement Amount and shall be the separate additional obligation of Defendants.

25 4. The Court further finds that the Settlement was the result of arm's-length
26 negotiations conducted after Class Counsel adequately investigated the claims and became
27 familiar with the strengths and weaknesses of those claims. In particular, the amount of the
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1 Settlement, the exchange and analysis of class-wide data, and the assistance of an experienced
2 mediator in the settlement process, among other factors, support the Court's conclusion that the
3 Settlement is fair, reasonable, and adequate.

4 **Preliminary Approval of the Settlement**

5 5. The Court previously granted preliminary approval of the Settlement. At the same
6 time, the Court approved conditional certification of the Settlement Class for settlement purposes
7 only, approved the form and manner of notice, appointed Plaintiffs Renato Flores and Ahdler
8 Silim as Class Representatives, appointed James R. Hawkins, Christina M. Lucio, and Mitchell J.
9 Murray of James Hawkins APLC as Class Counsel, appointed ILYM Group, Inc. as Settlement
10 Administrator, and set the final approval hearing.

11 **Notice to the Class**

12 6. In compliance with the Preliminary Approval Order, the Court-approved Notice
13 Packet was mailed by first class mail to Settlement Class Members at their last-known addresses
14 on June 22, 2026. Mailing of the Notice Packet to their last-known addresses after processing
15 through the United States Postal Service National Change of Address database was the best notice
16 practicable under the circumstances and was reasonably calculated to communicate actual notice
17 of the litigation and the proposed Settlement to the Settlement Class.

18 7. The Class Data contained 1,155 individuals with 95,965 Work Weeks during the
19 Class Period and 1,155 Aggrieved Employees with 69,136 Pay Periods during the PAGA Period.
20 ILYM Group, Inc. mailed the Notice Packet by U.S. First Class Mail to all 1,155 individuals
21 contained in the Class List.

22 8. 54 Notice Packets were returned as undeliverable. ILYM Group, Inc. performed a
23 computerized skip trace on the 53 returned Notice Packets that did not have forwarding addresses,
24 obtained 44 updated addresses, and re-mailed 44 Notice Packets by U.S. First Class Mail. A total
25 of 10 Notice Packets were ultimately deemed undeliverable.

26 9. The Notice Packet fully and accurately informed Settlement Class Members of all
27 material elements of the proposed Settlement and of their opportunity to object, comment, or seek
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1 exclusion from the Settlement; was valid, due, and sufficient notice to all Settlement Class
2 Members; and complied fully with the laws of the State of California, the United States
3 Constitution, due process, and other applicable law. The Notice Packet fairly and adequately
4 described the Settlement and provided Settlement Class Members adequate instructions and
5 means to obtain additional information.

6 10. The Response Deadline for opting out or submitting written objections to the
7 Settlement was August 6, 2026. There was an adequate interval between notice and the deadline
8 to permit Settlement Class Members to choose what to do and to act on their decision. A full and
9 fair opportunity has been afforded to Settlement Class Members to participate in this hearing, and
10 all Settlement Class Members and other persons wishing to be heard have had a full and fair
11 opportunity to be heard. Settlement Class Members also had a full and fair opportunity to exclude
12 themselves from the proposed Settlement and Settlement Class. Accordingly, the Court
13 determines that all Settlement Class Members who did not timely and properly submit a request
14 for exclusion are bound by the Settlement and this Final Approval Order and Judgment.

15 **Fairness of the Settlement**

16 11. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*
17 (1996) 48 Cal.App.4th 1794, 1801.

18 a. The Settlement was reached through arm's-length bargaining between the Parties,
19 including a full-day mediation before Jeffrey Fuschman, Esq. There has been no collusion
20 between the Parties in reaching the Settlement.

21 b. Plaintiffs' and Class Counsel's investigation and discovery were sufficient to allow the
22 Court and counsel to act intelligently.

23 c. Counsel for all Parties are experienced in similar employment class action litigation.
24 Class Counsel recommend approval of the Agreement.

25 d. The percentage of objectors and requests for exclusion is zero. No objections were
26 received. No requests for exclusion were received.

1 e. The participation rate was high. ILYM Group, Inc. reports 1,155 Participating
2 Claimants, representing 100% of the 1,155 Settlement Class Members.

3 12. The consideration to be given to Settlement Class Members under the terms of the
4 Agreement is fair, reasonable, and adequate considering the strengths and weaknesses of the
5 claims asserted in this Action, the uncertainties and significant risks of litigation, and the delays
6 that would ensue from continued prosecution of the Action.

7 13. The Agreement is finally approved as fair, adequate, reasonable, and in the best
8 interests of the Settlement Class Members and Aggrieved Employees.

9 **Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment**

10 14. From the Gross Settlement Amount, an award of \$750,000.00 for attorneys' fees,
11 representing 33.33% of the Gross Settlement Amount, is reasonable in light of the contingent
12 nature of Class Counsel's fee, the hours worked by Class Counsel, the results achieved by Class
13 Counsel, and the benefits conferred on the Settlement Class. The Court further finds that the
14 requested attorneys' fees are less than the \$787,500.00 maximum amount disclosed in the Notice
15 Packet and authorized by the Settlement Agreement, which represented 35% of the Gross
16 Settlement Amount, and that no Settlement Class Member objected to this amount.

17 15. Class Counsel requested litigation costs and expenses in the amount of \$29,231.04.
18 The Settlement Agreement provides for Class Counsel Litigation Expenses of up to \$35,000.00.
19 The Court finds that the requested costs and expenses of \$29,231.04 are reasonable, were incurred
20 in the prosecution and resolution of this Action, and should be approved.

21 16. The Court further finds that the \$5,768.96 difference between the \$35,000.00
22 maximum litigation-cost amount authorized by the Settlement and the \$29,231.04 in approved
23 litigation costs shall revert to and be included in the Net Settlement Amount for distribution to
24 Participating Class Members.

25 **Class Representative Service Payments**

26 17. The Agreement provides for Class Representative Service Payments of not more
27 than \$7,500.00 each to Plaintiffs Renato Flores and Ahdler Silim, subject to Court approval. The
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1 Court finds that Class Representative Service Payments in the amount of \$7,500.00 each from the
2 Gross Settlement Amount to Plaintiffs Renato Flores and Ahdler Silim are reasonable in light of
3 the risks and burdens undertaken by Plaintiffs in this litigation and for their time and effort in
4 bringing and prosecuting this matter on behalf of the Settlement Class.

5 **Settlement Administration Costs**

6 18. The Settlement Administrator shall calculate and administer the payments to be
7 made to Settlement Class Members and Aggrieved Employees, transmit payment for attorneys'
8 fees and costs to Class Counsel, transmit the Class Representative Service Payments to Plaintiffs,
9 issue all required tax reporting forms, calculate withholdings, and perform the other remaining
10 duties set forth in the Agreement. The Settlement Administrator has documented \$13,000.00 in
11 fees and expenses, and this amount is reasonable in light of the work performed and to be
12 performed by the Settlement Administrator.

13 **PAGA Payment**

14 19. The Agreement provides for a PAGA Payment of \$112,500.00, which shall be
15 allocated into two payments. Seventy-five percent (75%), or \$84,375.00, shall be paid to the
16 Labor and Workforce Development Agency ("LWDA"), and twenty-five percent (25%), or
17 \$28,125.00, shall be paid to Aggrieved Employees.

18 20. The Settlement Administrator will calculate each Individual PAGA Payment to
19 Aggrieved Employees by dividing the amount of the Aggrieved Employees' 25% share of the
20 PAGA Payment (\$28,125.00) by the total number of PAGA Pay Periods worked by all Aggrieved
21 Employees during the PAGA Period and multiplying the result by each Aggrieved Employee's
22 PAGA Pay Periods.

23 21. Pursuant to Labor Code section 2699, subdivision (1)(2), the LWDA was provided
24 notice of the Agreement and the settlement terms and has not indicated any objection thereto. The
25 Court finds the PAGA Payment reasonable.

26 **II. ORDERS**

27 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:
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1 22. The Settlement Class is certified for the purposes of settlement only. The
2 Settlement Class is defined as follows: All current and former California non-exempt hourly
3 employees of Defendants who worked at any time during the Class Period from September 7,
4 2022 through July 9, 2025.

5 23. Because no requests for exclusion were received, all 1,155 Settlement Class
6 Members are Participating Class Members.

7 24. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
8 best interests of the Settlement Class. Defendants shall fully fund the Gross Settlement Amount,
9 and also fund the amounts necessary to fully pay Defendants' share of payroll taxes, by
10 transmitting the funds to the Settlement Administrator in accordance with the Settlement
11 Agreement.

12 25. Class Counsel are awarded attorneys' fees in the amount of \$750,000.00 and
13 litigation costs and expenses in the amount of \$29,231.04, payable from the Gross Settlement
14 Amount. Class Counsel shall not seek or obtain any other compensation or reimbursement from
15 Defendants, Plaintiffs, or Settlement Class Members.

16 26. The payment of Class Representative Service Payments from the Gross Settlement
17 Amount in the amount of \$7,500.00 each to Plaintiffs Renato Flores and Ahdler Silim is
18 approved.

19 27. The payment of \$13,000.00 to ILYM Group, Inc. for its fees and expenses from
20 the Gross Settlement Amount is approved.

21 28. The PAGA Payment amount of \$112,500.00 is approved and is to be distributed
22 from the Gross Settlement Amount and allocated in accordance with the Settlement Agreement,
23 with \$84,375.00 to the LWDA and \$28,125.00 to Aggrieved Employees.

24 29. Pursuant to Labor Code section 2699, subdivision (1)(2), Class Counsel shall
25 submit a copy of this Final Approval Order and Judgment to the LWDA within 10 days after its
26 entry.

1 30. This Settlement is not an admission by Defendants, nor is this Final Approval
2 Order and Judgment a finding, of the validity of any claims in the Action or of any wrongdoing
3 by Defendants or that this Action is appropriate for class or representative treatment, other than
4 for settlement purposes. Neither this Final Approval Order and Judgment, the Settlement
5 Agreement, nor any document referred to herein, nor any action taken to carry out the Settlement
6 Agreement is, may be construed as, or may be used as an admission by or against Defendants of
7 any fault, wrongdoing, or liability whatsoever. The entering into or carrying out of the Settlement,
8 and any negotiations or proceedings related thereto, shall not in any event be construed as, or
9 deemed to be evidence of, an admission or concession with regard to Defendants' denials or
10 defenses. Notwithstanding these restrictions, Defendants may file in the Action or in any other
11 proceeding this Final Approval Order and Judgment, the Settlement Agreement, or any other
12 papers and records on file in the Action as evidence of the Settlement to support a defense of res
13 judicata, collateral estoppel, release, or other theory of claim or issue preclusion or similar
14 defense as to the Released Class Claims and/or Released PAGA Claims.

15 31. Notice of entry of this Final Approval Order and Judgment shall be given to all
16 Parties by Class Counsel on behalf of Plaintiffs and all Settlement Class Members. The
17 Settlement Administrator shall post a copy of this Final Approval Order and Judgment on the
18 Administrator's website for at least 180 days after entry.

19 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

20 34. Except as set forth in the Settlement Agreement and this Final Approval Order and
21 Judgment, Plaintiffs and all Settlement Class Members shall take nothing in the Action.

22 35. All Parties shall bear their own attorneys' fees and costs, except as otherwise
23 provided in the Settlement Agreement and in this Final Approval Order and Judgment.

24 36. Effective on the date when Defendants fully fund the entire Gross Settlement
25 Amount and fund all employer payroll taxes owed on the wage portion of the Individual Class
26 Payments, Plaintiffs, Participating Class Members, Aggrieved Employees, and the LWDA will
27 release claims against all Released Parties as follows:

1 a. All Participating Class Members, on behalf of themselves and their respective former
2 and present representatives, agents, attorneys, heirs, administrators, successors, and assigns,
3 release Released Parties from all claims, rights, demands, liabilities, and causes of action that
4 were alleged or reasonably could have been alleged based on the facts alleged in the Operative
5 Complaint, including: failure to pay minimum wage; failure to pay overtime; failure to provide
6 meal periods; failure to authorize and permit rest breaks; failure to timely pay wages during
7 employment; failure to timely pay final wages upon separation from employment; failure to
8 reimburse for business expenses; failure to provide complete and accurate wage statements; unfair
9 business practices; California Labor Code sections 200-203, 204, 210, 226, 226.2, 226.3, 226.7,
10 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, and 2802; and IWC Wage Order
11 Nos. 1, 3, 5, 7, 9, and 12. The Released Class Claims are those that accrued during the Class
12 Period. Except as set forth in the Agreement, Participating Class Members do not release any
13 other claims, including claims for vested benefits, wrongful termination, violation of the Fair
14 Employment and Housing Act, unemployment insurance, disability, social security, workers'
15 compensation, or claims based on facts occurring outside the Class Period.

16 b. All Aggrieved Employees and the LWDA are deemed to release Released Parties from
17 all claims for PAGA penalties that were alleged or reasonably could have been alleged based on
18 the facts alleged in the Operative Complaint and the PAGA Notices, including but not limited to
19 those claims for civil penalties under PAGA for underlying violations of the California Labor
20 Code for: failure to pay minimum wage; failure to pay overtime; failure to provide meal periods;
21 failure to authorize and permit rest breaks; failure to timely pay wages during employment;
22 failure to timely pay final wages upon separation from employment; failure to reimburse for
23 business expenses; failure to provide complete and accurate wage statements; unfair business
24 practices; California Labor Code sections 200-203, 204, 210, 226, 226.2, 226.3, 226.7, 510, 512,
25 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, and 2802; and IWC Wage Order Nos. 1, 3,
26 5, 7, 9, and 12. The Released PAGA Claims are those that accrued during the PAGA Period.
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1 c. Plaintiffs shall also provide the individual releases set forth in the Settlement
2 Agreement.

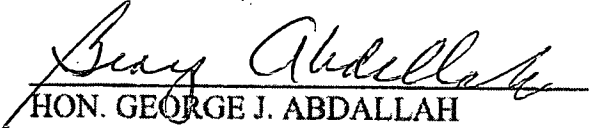
3 37. For any Settlement Class Member or Aggrieved Employee whose Individual Class
4 Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date,
5 the Settlement Administrator shall transmit the funds represented by such checks to the California
6 Controller's Unclaimed Property Fund in the name of the Settlement Class Member and/or
7 Aggrieved Employee, thereby leaving no "unpaid residue" subject to the requirements of
8 California Code of Civil Procedure section 384, subdivision (b).

9 38. The Court hereby enters judgment in the entire Action pursuant to the terms set
10 forth in the Settlement Agreement and this Final Approval Order. Without affecting the finality of
11 this Final Approval Order and Judgment in any way, the Court hereby retains continuing
12 jurisdiction over the interpretation, implementation, and enforcement of the Settlement and all
13 orders entered in connection therewith pursuant to California Code of Civil Procedure section
14 664.6.

15 39. The Court sets a compliance hearing for July 8, 2027, at 8:45 a.m. in
16 Department 10A, with a compliance report to be filed by June 15, 2027.

17 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO**
18 **ORDERED.**

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20 Dated: Sept. 16, 2026

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22 HON. GEORGE J. ABDALLAH
23 JUDGE OF THE SUPERIOR COURT OF CALIFORNIA
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On September 21, 2026, I served on the interested parties in this action the following document(s) entitled:

[XX] BY ELECTRONIC SERVICE: Based on a court Order or an agreement by the parties to accept service by e-mail or electronic transmission, I caused the document(s) to be sent from the email address irma@jameshawkinsaplc.com to the persons at the e-mail addresses listed in the Service List below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

Please See Attached Page

Executed on September 21, 2026, at Irvine, California

Irma Ceja

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<http://www.dir.ca.gov/Private-Attorneys-General-Act>
(via website only)