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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF KERN

ISIAH MALDONADO, individually, and on
behalf of other members of the general public
similarly situated, and as an aggrieved employee
pursuant to the Private Attorneys General Act
("PAGA"),

Plaintiff,

v.

R L M K, INC., a California corporation;
DELPH ENTERPRISES, LLC, a California
limited liability company; and DOES 1 through
10, inclusive,

Defendants.

Case No. BCV-23-103985
*[Assigned for All Purposes to the Honorable
Gregory A. Pulskamp – Div. J]*
PAGA SETTLEMENT AGREEMENT

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1 alleged to have been violated based on the facts enumerated in the PAGA Letters to the LWDA in the
2 Actions or the operative complaints in the Actions with respect to Aggrieved Employees during the
3 Settlement Period, including, but not limited to, penalties that could have been awarded pursuant to
4 Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194,
5 1197, 1197.1, 1198, 1391, 2699, and 2802.

6 11. "Settlement Period" means December 25, 2022, through February 14, 2026.

7 **TERMS**

8 12. Gross Settlement Amount. In consideration for Plaintiffs' promises and representations
9 described in this Settlement Agreement, and subject to all of the conditions of the Settlement being met,
10 Defendant will pay One Million One Hundred Fifty Thousand Dollars (\$1,150,000) ("Gross Settlement
11 Amount") to settle the Actions. The Gross Settlement Amount includes Plaintiffs' attorneys' fees,
12 litigation costs and expenses, consideration for Plaintiffs' service on behalf of the LWDA and Aggrieved
13 Employees and for general releases of all claims they may have against Defendant, Settlement
14 Administration Costs, and payments to Aggrieved Employees and the LWDA for their share of the
15 PAGA Penalties Fund. No portion of the Gross Settlement Amount will be retained by, or revert to,
16 Defendant.

17 13. PAGA Penalties Fund. The PAGA Penalties Fund will be paid to Aggrieved Employees
18 and the LWDA in full satisfaction of all claims for PAGA civil penalties under the California Labor
19 Code, Wage Orders, regulations, and/or other provisions of law alleged to have been violated in the
20 Actions with respect to Aggrieved Employees. Pursuant to PAGA, Seventy-Five Percent (75%) of the
21 PAGA Penalties Fund will be paid to the LWDA, and the remaining Twenty-Five Percent (25%) will be
22 paid to all Aggrieved Employees according to the following formula:

23 13(a) Defendant will calculate: (i) the total number of pay periods worked by each
24 Aggrieved Employee during the Settlement Period, and (ii) the total number
25 of pay periods worked by all Aggrieved Employees during the Settlement
26 Period.

27 13(b) To determine each Aggrieved Employee's payment from the PAGA
28 Penalties Fund, Defendant will use the following formula: Settlement

1 Payment = 25% of PAGA Penalties Fund × [Pay Periods Worked by
2 Individual Aggrieved Employee During the Settlement Period ÷ Total Pay
3 Periods Worked by All Aggrieved Employees during the Settlement
4 Period].

5 13(c) Defendant represents that as of February 12, 2026, Aggrieved Employees
6 worked an aggregate total of approximately Seventy-Nine Thousand
7 (79,000) Pay Periods during the Settlement Period. If the actual aggregate
8 total of Pay Periods worked during the Settlement Period is greater than Ten
9 Percent (10%) of this estimate, then Defendant must either: (a) increase the
10 Gross Settlement Amount proportionately for each Pay Period above the
11 Ten Percent (10%) allowance (e.g., if the total number of Pay Periods
12 increases by 11%, the Gross Settlement Amount will increase by 1%); or (b)
13 advance the end date of the Settlement Period to the last date on which the
14 total number of Pay Periods worked by Aggrieved Employees in aggregate
15 during the Settlement Period is no greater than Eighty-Six Thousand Nine
16 Hundred (86,900).

17 14. Attorneys' Fees and Costs. Defendant agrees not to oppose or impede any application or
18 motion by Plaintiffs' Counsel for Attorneys' Fees and Costs of not more than Three Hundred Eighty-
19 Three Thousand Three Hundred Thirty-Three Dollars (\$383,333), plus the reimbursement of all out-of-
20 pocket costs and expenses associated with Plaintiffs' Counsel's litigation and settlement of the Actions
21 (including expert/consultant fees, investigations costs, etc.), not to exceed Twenty Thousand Dollars
22 (\$20,000), both of which will be paid from the Gross Settlement Amount. Any portion of the Attorneys'
23 Fees and Costs not awarded to Plaintiffs' Counsel will be added to the PAGA Penalties Fund.

24 15. Service Awards. For their service on behalf of the LWDA and Aggrieved Employees,
25 Defendant agrees not to oppose or impede any application or motion by Plaintiffs for a service award of
26 up to Seven Thousand Five Hundred Dollars (\$7,500), each ("Service Awards"). For tax purposes, the
27 Service Awards will be treated non-wages for which IRS Forms 1099-MISC will be issued.

28 16. General Release Payments. For general releases of all claims Plaintiffs may have against

Defendant arising out of their employment, Defendant agrees to pay Plaintiffs the sum of Seven Thousand Five Hundred Dollars (\$7,500), each ("General Release Payments"). The General Release Payments will be paid from the Gross Settlement Amount. For tax purposes, the General Release Payments will be treated as non-wages for which IRS Forms 1099-MISC will be issued. Upon receipt of the General Release Payments, Plaintiffs will be deemed to have fully released and discharged Defendant from any and all claims, demands, obligations, causes of action, rights, or liabilities of any kind which have been or could have been asserted against Defendant arising out of, or relating to, Plaintiffs' employment with Defendant or termination thereof, including, but not limited to, claims for wages, restitution, penalties, retaliation, defamation, discrimination, harassment or wrongful termination of employment. This release specifically includes any and all claims, demands, obligations and/or causes of action for damages, restitution, penalties, interest, and attorneys' fees and costs (except provided by the Settlement) relating to or in any way connected with the matters referred to herein, whether or not known or suspected to exist, and whether or not specifically or particularly described herein. Specifically, Plaintiffs will be deemed to have waived all rights and benefits afforded by California Civil Code Section 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

17. Settlement Administration Costs. The Parties will retain ILYM Group, Inc. as the third-party settlement administrator ("Settlement Administrator"). The Settlement Administrator will be responsible for establishing a qualified settlement fund ("QSF") and issuing payments and appropriate tax forms to Aggrieved Employees, the LWDA, Plaintiffs, and Plaintiffs' Counsel. The Settlement Administration Costs will be paid from the Gross Settlement Amount. Settlement Administration Costs are estimated at Thirteen Thousand Two Hundred Fifty Dollars (\$13,250).

18. Net Amount for PAGA Penalties Fund Distributed to Aggrieved Employees. The Net amount for the PAGA Penalties Fund to be distributed to the Aggrieved Employees in accordance with

the terms of this Agreement is as follows:

Gross Settlement Amount	\$1,150,000.00
Enhancement Payments x2	-\$15,000.00
General Release Payments x2	-\$15,000.00
Class Counsel's Fees	-\$383,333.00
Class Counsel's Costs	-\$20,000.00
Settlement Administration Costs	-\$13,250.00
LWDA Payment (75%)	-\$527,562.75
PAGA Penalties Fund to All Aggrieved Employees	\$175,854.25

19. Settlement Administration Process. The Parties agree to cooperate in the administration of the Settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in administration of the Settlement. The Settlement Administrator will provide the following services:

- a) Establish and maintain a Qualified Settlement Fund.
- b) Calculate the PAGA Pay Periods worked by each Aggrieved Employee during the Settlement Period based on their dates of employment.
- c) Calculate the portion of the PAGA Penalties Fund each Aggrieved Employee shall receive.
- d) Print and mail the explanatory letter attached as Exhibit A.
- e) Conduct additional address searches for mailed explanatory letters attached as Exhibit A that are returned as undeliverable.
- f) Print and issue checks for each Aggrieved Employees portion of the PAGA Penalties Fund, prepare IRS 1099 Tax Forms and any other filings required by any governmental taxing authority.
- g) Provide declarations and/or other information to this Court as requested by the Parties and/or the Court regarding the settlement administration

process.

h) Provide weekly status reports to counsel for the Parties.

i) Post settlement documents and a notice of final judgment online at Settlement Administrator's website.

j) Translate the explanatory letter attached as Exhibit A from English to Spanish.

20. Court Approval of the Settlement and Distribution of Settlement Payments. The Parties will present this Settlement Agreement to the Court and the LWDA. The Parties will request that the Court issue an order and judgment approving and incorporating by reference the terms and conditions of the Settlement Agreement (the "Order and Judgment").

21. List of Aggrieved Employees. Within fourteen (14) calendar days after entry of the Order and Judgment, Defendant will provide the Settlement Administrator a complete list of all Aggrieved Employees ("Aggrieved Employee List"). The Aggrieved Employee List will be formatted in Microsoft Office Excel and will include each Aggrieved Employees full name; most recent mailing address and telephone number; Social Security number; the start and end dates of active employment each Aggrieved Employee worked during the Settlement Period; and any other relevant information needed to calculate settlement payments.

22. Funding of the Settlement. Within fourteen (14) calendar days after entry of the final Order and Judgment, Defendant will deposit the Gross Settlement Amount, which includes the General Release Payments, into the QSF to be established by the Settlement Administrator. Within fourteen (14) calendar days of the funding of the Settlement, the Settlement Administrator will issue payments to: (a) Aggrieved Employees; (b) the Labor and Workforce Development Agency; (c) Plaintiffs; (d) Plaintiffs' Counsel; and (e) itself. The Settlement Administrator, and not Defendant, will issue the appropriate tax forms for all payments issued under this Settlement.

23. Settlement Payments to Aggrieved Employees. The Settlement Administrator will issue each Aggrieved Employee one check for his or her share of the PAGA Penalties Fund along with an explanatory letter, attached as Exhibit A. Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct for any

known or identifiable address changes. Any checks returned as non-deliverable on or before the check cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address or Social Security number of the Aggrieved Employee involved, and will then perform a single re-mailing. Checks will remain negotiable for 180 days. Subject to Court approval, those funds represented by uncashed checks which remain outstanding 180 days after the mailing of the Settlement checks by the Settlement Administrator will be tendered to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500, *et seq.*, for the benefit of the respective Aggrieved Employee. The Parties agree that this disposition results in no “unpaid residue” under California Code of Civil Procedure § 384, as the entire PAGA Penalties Fund allocated to the LWDA and Aggrieved Employees, including the full twenty-five percent (25%) employee portion of the PAGA Payment, will be distributed to the Aggrieved Employees, whether or not they timely cash their checks. Therefore, Defendant will not be required to pay any interest on such amounts. The checks provided to Aggrieved Employees shall prominently state the expiration date or a statement that the check will expire in one hundred eighty (180) days. The Parties agree that no unclaimed funds will result from the Settlement. All settlement payments to Aggrieved Employees will be treated as miscellaneous income for which a 1099 will be issued.

24. Settled Claims. Upon entry of the Order and Judgment, Plaintiffs and all Aggrieved Employees will be forever barred from pursuing against Defendant any and all Settled Claims during the Settlement Period. Aggrieved Employees, other than Plaintiffs, will not be deemed to have released any individual wage and hour claims by virtue of this Settlement.

25. No Right to Exclusion or Objections by Representative Action Members. Because this settlement resolves claims and actions brought pursuant to PAGA by Plaintiffs acting as proxies and as Private Attorneys General of, and for, the State of California and the LWDA, the Parties agree that no Aggrieved Employee has the right to exclude himself or herself from the Settlement. Aggrieved Employees will be bound by the terms of the Settlement Agreement, upon its approval by the Court, regardless of whether he or she cashes any payment received as a result of this Settlement. The Parties

also agree that no Aggrieved Employee has the right to object to the terms of the Settlement Agreement.

26. No Credit Toward Benefit Plans. Payments to Aggrieved Employees as referenced herein will not be utilized to calculate any additional benefits under any benefit plans to which any Aggrieved Employee may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Aggrieved Employee may be entitled under any benefit plans.

27. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged.

28. Nullification of Settlement Agreement. In the event that: (a) the Court does not approve the Settlement as provided herein; or (b) the Settlement does not become final for any other reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null and void, and the Parties will be returned to their original respective positions.

29. Judgment and Continued Jurisdiction. After entry of the Order and Judgment, the Court will have continuing jurisdiction pursuant to Code of Civil Procedure § 664.6 solely for purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement, (b) settlement administration matters, and (c) such post-Judgment matters as may be appropriate under court rules or as set forth in this Settlement.

30. Entire Agreement. This Settlement Agreement constitutes the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties.

31. Amendment or Modification. This Settlement Agreement may be amended or modified only by a written instrument, signed by either the Parties or their successors-in-interest or counsel for all Parties, and approved by the Court.

32. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement

1 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant
2 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
3 effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each
4 other and use their best efforts to affect the implementation of the Settlement. If the Parties are unable to
5 reach agreement on the form or content of any document needed to implement the Settlement, or on any
6 supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties
7 may seek the assistance of the Court to resolve such disagreement.

8 33. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,
9 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

10 34. California Law Governs. All terms of this Settlement Agreement will be governed by
11 and interpreted according to the laws of the State of California.

12 35. Execution and Counterparts. This Settlement Agreement is subject only to the execution
13 of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All
14 executed counterparts and each of them, including electronic signatures (e.g., DocuSign), facsimiles, and
15 scanned copies of the signature pages, will be deemed to be one and the same instrument.

16 36. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
17 Settlement Agreement is a fair, adequate, and reasonable settlement of the Actions and have arrived at
18 this Settlement after arm's-length negotiations by experienced counsel. The Parties further acknowledge
19 that they are each represented by competent counsel and that they have had an opportunity to consult
20 with their counsel regarding the fairness and reasonableness of this Settlement.

21 37. Waiver of Certain Appeals. The Parties agree to waive appeals; except, however, that
22 Plaintiffs may appeal any reduction to the Attorneys' Fees and Costs below the amount they request
23 from the Court, and either party may appeal any court order that materially alters the Settlement's terms.

24 38. Invalidity of Any Provision. Before declaring any provision of this Settlement
25 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
26 possible consistent with applicable precedents so as to render all provisions of this Settlement Agreement
27 valid and enforceable.

28 39. Captions. The captions and section numbers in this Settlement Agreement are inserted

1 for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the
2 provisions of this Settlement Agreement.

3 40. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement
4 or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or
5 constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

6 41. Enforcement Action. In the event that one or more of the Parties institutes any legal
7 action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement
8 or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be
9 entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including
10 expert witness fees incurred in connection with any enforcement actions.

11 42. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
12 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed
13 more strictly against one party merely by virtue of the fact that it may have been prepared by counsel for
14 one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties,
15 all Parties have contributed to the preparation of this Settlement Agreement.

16 43. Representation By Counsel. The Parties acknowledge that they have been represented
17 by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and
18 that this Settlement Agreement has been executed with the consent and advice of counsel, and reviewed
19 in full.

20 44. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good
21 faith and execute all documents to the extent reasonably necessary to effectuate the terms of this
22 Settlement Agreement.

23 45. Binding Agreement. The Parties warrant that they understand and have full authority to
24 enter into this Settlement, and further intend that this Settlement Agreement will be fully enforceable and
25 binding on all parties, and agree that it will be admissible and subject to disclosure in any proceeding to
26 enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply
27 under federal or state law.

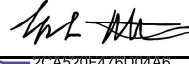
28 46. Denial of Liability. The Parties expressly recognize that the making of this agreement

does not in any way constitute an admission or concession of wrongdoing on the part of Defendant. Nothing in this Settlement, nor any action taken in implementation thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued or used during the pendency of the Actions, is intended by the Parties to, nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in any other judicial, arbitral, administrative, investigative or other forum or proceeding, as evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, this agreement may be used in any proceeding in the Court that has as its purpose the interpretation, implementation, or enforcement of the Settlement or any orders or judgments of the Court entered into in connection therewith.

READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated: 7/2/2026

Signed by:

 2CA520F478D04A6...
 Isiah Maldonado

PLAINTIFF

Dated: _____

 Lillian Barron

RLMK, INC.

Dated: July 8, 2026

Roger Delph
 Roger Delph (Jul 8, 2026 08:57:28 PDT)

 Name of Authorized Signatory
 Roger Delph

APPROVED AS TO FORM

CAPSTONE LAW APC

Dated: 7/2/2026



 Raul Perez

does not in any way constitute an admission or concession of wrongdoing on the part of Defendant. Nothing in this Settlement, nor any action taken in implementation thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued or used during the pendency of the Actions, is intended by the Parties to, nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in any other judicial, arbitral, administrative, investigative or other forum or proceeding, as evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, this agreement may be used in any proceeding in the Court that has as its purpose the interpretation, implementation, or enforcement of the Settlement or any orders or judgments of the Court entered into in connection therewith.

READ CAREFULLY BEFORE SIGNING

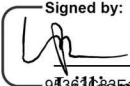
PLAINTIFF

Dated: _____

Isiah Maldonado

PLAINTIFF

Dated: 7/1/2026

Signed by:

943641225100248

Lillian Barron

RLMK, INC.

Dated: _____

Name of Authorized Signatory

APPROVED AS TO FORM

CAPSTONE LAW APC

Dated: _____

Raul Perez

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DIVERSITY LAW GROUP, P.C.



Dated: July 2, 2026

Simon L. Yang

**CRUSER, MITCHELL, NOVITZ, SANCHEZ,
GASTON & ZIMET, LLP**



Dated: July 7, 2026

Martin S. Gattas

Exhibit A

<<DATE>>

<<FIRST_NAME>> <<LAST_NAME>>

<<ADDRESS 1>>

<<ADDRESS 2>>

**Re: Payment From *Maldonado v. RLMK, Inc.*, No. BCV-23-103985
(Kern County Superior Court)**

Dear <<FIRST_NAME>> <<LAST_NAME>>:

Enclosed you will find a check made payable to you. This is your payment from the settlement of the lawsuits entitled *Maldonado v. RLMK, Inc.*, No. BCV-23-103985 (Kern County Superior Court) and *Barron v. RLMK, Inc.*, No. VCU317688 (Tulare County Superior Court) (the “Actions”).

The Actions were filed against Defendant RLMK, Inc. (“Defendant”) pursuant to the California Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq.* (called “PAGA”). The Actions were brought by former employees of Defendant on behalf of the State of California and all allegedly “aggrieved employees” of Defendant. You have been identified as one of the employees employed by Defendant between December 25, 2022 through February 14, 2026 on whose behalf the case was brought.

The Plaintiffs in the Actions claimed that Defendant owed civil penalties recoverable under PAGA for alleged violations of the California Labor Code and California Wage Orders. Defendant denies that it violated the Labor Code or California Wage Orders. Moreover, in agreeing to this settlement, Defendant maintains that it complied with California law, and denies liability for any penalties. The Parties have reached a settlement in avoidance of the cost of protracted litigation, uncertainty of trial, and the interruption and distraction of Defendant’s business operations.

The Court has not ruled on the merits of the Actions but it has approved the settlement of PAGA civil penalties, of which 75% will be paid to the California Labor and Workforce Development Agency, and the remaining 25% will be paid to aggrieved employees according to their proportionate share. Pursuant to the settlement, enclosed is a check for your share of a portion of the civil penalties, which may be cashed within 180 days or will otherwise be tendered to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code §1500, *et seq.* for your benefit.

This Settlement specifically and exclusively resolves all claims alleged in the Actions for civil penalties under the PAGA for the designated period (December 25, 2022, through February 14, 2026). While the legal scope of a PAGA-only release does not encompass independent, non-representative private causes of action for individual wages, Aggrieved Employees are resolving the specific civil penalty claims authorized by the Labor Code as set forth in the settlement.

You are not a party to this lawsuit, but you and the government will be bound by the settlement in this matter as to civil penalties. If you have any questions, you can contact the settlement administrator (whose contact information is at the top of this letter).

Very Truly Yours,
[Administrator]