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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF IMPERIAL

JESUS RIOS and EMILIO CASTRO ORTEGA
individually on behalf of themselves and on
behalf of all persons similarly situated,

Plaintiff,

v.

RMP SUPPLY TRIM, INC., a California
Corporation; and DOES 1-50, Inclusive,

Defendants.

Case No. ECU003902

**DECLARATION OF JESUS RIOS IN
SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Date: September 15, 2026
Time: 8:30 a.m.

Judge: Hon. Jeffrey B. Jones
Dept.: 5

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Attorneys for Plaintiff Emilio Castro Ortega

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1 I, Jesus Rios, declare as follows:

2 1. I am over the age of eighteen, a California resident, Plaintiff and Proposed Class
3 Representative in the above-entitled matter. I submit this declaration in support of Plaintiff's Motion for
4 Final Approval of Class Action and PAGA Settlement. I have personal knowledge of all the facts stated
5 herein. I could and would competently testify under oath to these facts in court if requested to do so.

6 2. I retained Class Counsel on September 19, 2024 and filed the lawsuit on January 8, 2025.
7 I filed the case on behalf of myself and on behalf of all persons similarly situated, and Defendant RMP
8 Supply Trim, Inc. (hereinafter "Defendant").

9 3. I worked for Defendant as a non-exempt employee, paid on an hourly basis in Imperial
10 County, California from May of 2024 to September of 2024. At all times during my employment, I was
11 paid on an hourly basis and was entitled to legally compliant meal and/or rest periods, and minimum,
12 regular and overtime wages for all hours worked. Throughout my employment, I was subject to
13 Defendant's written policies and procedures.

14 4. Generally, my lawsuit claims that Defendant failed to pay for all hours worked, failed to
15 provide accurate wage statements, failed to provide meal breaks and rest breaks, and failed to reimburse
16 employees for mandatory business expenses.

17 5. Before I initiated the case as a plaintiff and Class Representative, I spoke at length with
18 my attorneys. We discussed my work experience and how company policies were applied to me and
19 other employees. I provided the attorneys with documents they requested. We reviewed the documents
20 together and asked and answered many questions regarding my experience working for Defendant, the
21 litigation process, and about class actions generally.

22 6. During these conversations, I learned about my responsibilities as a plaintiff in the lawsuit
23 and as a proposed Class Representative. I understood that pursuing this action as a class action rather
24 than merely seeking my individual claims substantially increased the risk to me. Those risks included
25 the possibility of being held liable for Defendant's attorneys' fees and costs in a complex class action if
26 I lost the case. I also understood that as a Class Representative, I would be under increased scrutiny by
27 the attorneys and the Court because I needed to prove that I was an adequate class representative.
28 Further, I understood that I would lose some autonomy over my individual claims that I could not make

1 decisions for my sole benefit and that I needed to make every litigation decision with the best interests
2 of the Settlement Class in mind.

3 7. I also understood that pursuing this litigation created a very public record of my grievances
4 with Defendant which produced the risk that a future employer could hold it against me that I sued a
5 former employer.

6 8. I also knew that I was making a sacrifice in that I could have pursued my claims only on
7 an individual basis, likely obtaining a recovery greater than the portion of the class settlement I stand to
8 receive from this settlement. My attorneys explained to me that the net settlement value of my individual
9 claims may be greater than my ultimate recovery from the net class settlement amount.

10 9. Notwithstanding these risks and sacrifices, I decided to go through with the case because
11 I believed violations occurred and most employees would not know what their rights are and even if
12 they did, they would be apprehensive to file a lawsuit against their employer for fear of retaliation.

13 10. During the lawsuit I communicated on a regular basis with my attorneys. I reviewed status
14 updates from my attorneys and court filings on a regular basis, and spoke to my attorneys on the phone,
15 because I wanted to keep up with developments in the case which I understood was one of my duties as
16 a class representative.

17 11. **Review and Approval of Settlement:** Mediation was held on December 10, 2025. Even
18 though I could not attend, I was available by telephone to speak with my attorneys and did speak with
19 them regarding the mediation before it took place, as well as during the mediation itself. I also spoke
20 with my attorneys after the mediation and discussed the mediator's proposal which was ultimately
21 accepted. I was very satisfied with the terms of the settlement that was agreed to by the parties. I
22 reviewed and signed the Memorandum of Understanding on December 11, 2025, and when the
23 settlement papers were ready, I again spoke with my attorneys and reviewed the settlement agreement
24 which I signed on February 18, 2026.

25 12. **Broad General Release:** I understand that the Class Representative Enhancement
26 Payments is intended, in part, to compensate me for my release of the Released Class Claims.
27 Additionally, unlike the other Class Members, I also granted Defendant and the Released Parties a broad
28 general release and waiver of claims pursuant to California Civil Code section 1542 and released

1 Defendant and all additional Released Parties from all claims, demands, rights, liabilities and causes of
2 action of every nature and description whatsoever, known or unknown, asserted or that might have been
3 asserted, whether in tort, contract, or for violations of any federal, state or other governmental statute,
4 law, regulation or ordinance.

5 13. **Participation:** Since I retained Class Counsel approximately twenty-two months ago, I
6 have been actively involved with this class action lawsuit performing the duties described above. While
7 I did not keep formal time records, I was in regular contact with my attorneys, attended hearings,
8 reviewed important court filings, and spent considerable time on the issues presented during the
9 litigation and in the settlement process. I estimate that I spent approximately 25-30 hours working on
10 this case.

11 14. Also, my attorneys explained to me that the settlement process involved a two-step review
12 by the Court to determine whether the settlement was fair before ordering that the settlement be funded
13 and paid. I knew this process also involved notifying all class members of the settlement terms and of
14 their rights to make a claim for their settlement share, to opt out of the settlement or to object to the
15 settlement.

16 15. Ultimately, I believe I did the right thing in pursuing this case on behalf of the class who
17 now stand to receive substantial monetary payments as a result of this case and settlement. I also believe
18 that the requested Service Award in the amount of \$10,000.00 from the settlement is fair compensation
19 for the (1) the broad general release I executed, (2) the work I performed, (3) the sacrifices made not
20 pursuing this case individually, and (4) the risks I undertook. Further, my estimated Individual
21 Settlement Payment of the Class portion is approximately \$328.95, which is less than the estimated
22 average Individual Settlement Payment of the Class portion of \$1,137.59, and significantly less than the
23 highest Individual Settlement Payment of the Class portion of approximately \$4,276.36. Notably, none
24 of the other Class Members, including those receiving a greater Individual Settlement Payment, have
25 executed a broad general release in exchange for their Individual Class Payments.

26 16. In light of all the time and effort I have spent on this case, the sacrifice I have made, the
27 risks I undertook by suing a former employer, the exposure to being responsible for paying Defendant's
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1 costs in the event we did not win the case, and in light of the size of the settlement, I believe the request
2 for \$10,000.00 as a service award is fair and reasonable.

3 17. Further, I have reviewed the terms of the Settlement, including the monetary terms. I
4 support my attorneys' application for a payment of a Class Counsel's Fees and Costs in the amount of
5 \$196,666.66 comprised of attorneys' fees of \$166,666.66 (one-third of the Gross Settlement Amount)
6 and up to \$30,000 for actually incurred litigation expenses.

7
8 I declare under penalty of perjury under the laws of the State of California that the foregoing is
9 true and correct. Executed on 08/13/2026 (Date), at El Centro (City), California.

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11 By: 
12 Jesus A. Rios (Aug 13, 2026 17:17:41 PDT)
13 JESUS RIOS
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