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Attorneys for Plaintiff Jesus Rios
(Additional Counsel on Next Page)

**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 MADELY NAVA ON
BEHALF OF APEX CLASS ACTION, LLC, 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

PROTECTION LAW GROUP, LLP

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Attorneys for Plaintiff Emilio Castro Ortega

1 I, Madely Nava, declare as follows:

2 1. I am a resident of the United States of America and am over the age of 18. I am a Case Manager
3 for Apex Class Action, LLC, (hereinafter referred to as “Apex”), the professional settlement services
4 provider who has been retained by the Parties’ Counsel and subsequently appointed by the Court to
5 serve as the Settlement Administrator for the above captioned *Jesus Rios v. RMP Supply Trim, Inc.*
6 matter. On behalf of both Apex and myself, I possess the authority to issue this declaration. I am
7 personally acquainted with the information contained herein, and in the event of being summoned to
8 provide testimony, I am fully capable and willing to provide competent testimony regarding these facts.

9 2. Apex Class Action’s team has been directly involved with class action administration for a
10 combined 150 years and has successfully managed numerous class action cases during that time. Our team
11 comprises experienced professionals with extensive knowledge of class action settlement administration.
12 In addition, Apex Class Action has the necessary technology and infrastructure to efficiently manage large-
13 scale class action cases. We utilize state-of-the-art software and systems to ensure that all aspects of the
14 administration process are executed accurately and efficiently.

15 3. Apex was engaged by the Parties’ Counsel and subsequently approved and appointed by the
16 Court to provide notification services and claims administration, pursuant to the terms of the Settlement,
17 in the above-referenced Action. The responsibilities undertaken thus far, as well as those to be fulfilled
18 following the granting of Final Approval of the Settlement, include: (a) printing and mailing the *Notice*
19 *Of Proposed Class Action Settlement*, in English and Spanish (referred to as “Class Notice”); (b)
20 receiving and processing Requests for Exclusion; (c) resolving disputes among Settlement Class
21 Members regarding the number of workweeks recorded by Defendant during the Class Period, as stated
22 on their individualized Class Notice; (d) calculating individual settlement award amounts; (e) processing
23 and mailing settlement award checks; (f) handling tax withholdings as required by the Settlement and
24 the law; (g) preparing, issuing and filing tax returns and other applicable tax forms; (h) managing the
25 distribution of any unclaimed funds pursuant to the terms of the Settlement; and (i) undertaking
26 additional tasks as mutually agreed upon by the Parties or as ordered by the Court for Apex to perform.

CLASS DATA AND NOTICE PROCESS

4. On May 22, 2026, Counsel for the Plaintiff provided Apex with the Court-approved content for the Class Notice. Apex then generated a draft of the formatted Class Notice, which received approval from the Parties' Counsel prior to mailing.

5. On May 29, 2026, Counsel for the Defendant provided Apex with the Class List, comprising the Class Member's full name; last known home address; last known telephone number; social security number; total Workweeks worked by each Class Member during the Class Period; total pay periods worked by each PAGA Member during the PAGA Period for 227 individuals. Apex reviewed & cleansed the data for duplicates, discrepancies and any potential missing information. The Class List consisted of a total of 227 individuals.

6. In preparation for the mailing process, all 227 names and addresses listed in the Class List underwent verification and updating against the National Change of Address (NCOA) database maintained by the United States Postal Service (USPS). The purpose of this step was to ensure the accuracy and validity of the Settlement Class Members' mailing addresses before sending out the Class Notice. The NCOA database contains records of requested address changes submitted to the USPS. If an updated address was found in the NCOA database, it was utilized for the mailing of the Class Notice. However, in cases where no updated address was found in the NCOA database, the original address provided by Counsel for Defendant was used for the mailing of the Class Notice.

7. On June 10, 2026, the Class Notice was sent to all 227 individuals listed in the Class List via U.S. First Class Mail. A true and correct copy of the Class Notice is attached as **Exhibit A**.

UNDELIVERABLE NOTICES, REMAILED NOTICES AND SKIP TRACING

8. As of the date of this declaration, our office has received 24 returned Class Notices as undeliverable. Apex conducted a computerized skip trace on the 24 returned Class Notices in an attempt to acquire updated addresses for the purpose of re-mailing the Class Notice. This skip trace effort resulted in obtaining 20 updated addresses, to which we promptly re-mailed the Class Notices via U.S. First Class Mail.

9. As of the date of this declaration, four (4) Class Notices have been considered undeliverable as no updated address was found as a result of skip tracing.

1 **REQUESTS FOR EXCLUSION, OBJECTION(S) AND DISPUTE(S)**

2 10. The Response Deadline was July 25, 2026. An extended Response Deadline for Class Member's
3 who received a remailed notice was August 10, 2026.

4 11. As of the date of this declaration, Apex has received two (2) Requests for Exclusion from Shane
5 D. Aflague and Shima Firoozmand. The deadline for submitting a request for exclusion from the
6 Settlement was July 25, 2026.

7 12. As of the date of this declaration, Apex has not received any objections to the Settlement. The
8 deadline for submitting a written objection to the Settlement was July 25, 2026.

9 13. As of the date of this declaration, Apex has not received any disputes from Class Members. The
10 deadline for submitting a dispute was July 25, 2026.

11 14. As of the date of this declaration, Apex will report 225 Participating Class Members, constituting
12 99.12% of the Settlement Class.

13 **ALLOCATION OF GROSS SETTLEMENT AMOUNT**

14 15. The total number of workweeks worked by Participating Class Members during the Class Period
15 is 14,784. The Net Settlement Amount available to Participating Class Members is estimated to be
16 (\$255,958.34) and was calculated by subtracting the requested attorneys' fees (\$166,666.66), the amount
17 requested for litigation costs and expenses (\$30,000.00), the requested Class Representative Payments
18 (\$20,000.00), the requested Settlement Administration Costs (\$7,375.00), and the PAGA Penalties
19 (\$20,000.00) from the Gross Settlement Amount (\$500,000.00).

20 16. The *highest* Individual Settlement Payment to a Participating Class Member is currently
21 estimated to be approximately \$4,276.36, the *average* Individual Settlement Payment is currently
22 estimated to be approximately \$1,137.59, and the *lowest* Individual Settlement Payment is currently
23 estimated to be approximately \$17.31. These amounts are subject to employee-side tax and withholdings.

24 17. Pursuant to the Agreement, 35% of the PAGA Payment (\$7,000.00) will be allocated to
25 Aggrieved Employees regardless of whether they opt out of the Class settlement. Aggrieved Employees
26 cannot opt out of the PAGA settlement. There are 158 Aggrieved Employees who worked a total of
27 8,108 pay periods during the PAGA Period.

1 18. The *highest* Individual PAGA Payment to an Aggrieved Employee is approximately \$94.10, the
2 *average* Individual PAGA Payment is approximately \$44.30, and the *lowest* Individual PAGA Payment
3 is approximately \$0.86.

4 **ADMINISTRATION COSTS**

5 19. Apex's comprehensive fees and costs for administering this Settlement, covering both incurred
6 and anticipated expenses, amount to \$7,375.00. Apex will proceed with additional tasks related to this
7 matter, such as calculating settlement award payments, issuing and mailing settlement award checks,
8 handling necessary tax filings and reporting on these payments, and any other tasks mutually agreed
9 upon by the Parties or ordered by the Court for Apex to undertake.

10 I declare under penalty of perjury under the laws of the State of California and the United States
11 that the foregoing is true and correct, and that this Declaration was executed this 14th day of August
12 2026, in Irvine, California.

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15 _____
16 MADELY NAVA
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Exhibit A

Jesus Rios v. RMP Supply Trim, Inc.
c/o Apex Class Action LLC
PO Box 54668
Irvine, CA 92619

«Intelligent_Mail_barcode_»

Apex ID: «Apex_ID» «Tray_PC» «
«Full_Name»
«Address_1»
«City», «State» «Zip»

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Rios v. RMP Supply Trim, Inc.

Imperial County Superior Court, Case ECU003902

**THIS IS A COURT-AUTHORIZED NOTICE. IT IS NOT A SOLICITATION.
PLEASE READ THIS NOTICE CAREFULLY.**

YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DO NOT ACT.

To: All non-exempt employees who were employed by RMP Supply Trim, Inc. in the State of California at any time from January 8, 2021, through December 10, 2025.

BASIC INFORMATION

1. What is this settlement about?

A lawsuit was commenced by Jesus Rios (“Plaintiff”) a former employee of RMP Supply Trim, Inc. (“Defendant”) on January 8, 2025. On March 12, 2026, the Parties filed a First Amended Complaint adding Emilio Castro Ortega as a proposed Class and PAGA Representative. This case, *Rios v. RMP Supply Trim, Inc.* Case No. ECU003902, is currently pending in the Imperial County Superior Court. The lawsuit claims that Defendant violated sections of the California Labor Code and California Business and Professions Code. Specifically, Plaintiff alleges that Defendant failed to provide compliant meal and rest periods and associated premium pay, did not properly pay employees all wages owed for time worked, did not pay employees all overtime wages owed, did not provide accurate wage statements, did not timely pay all wages during employment and all wages owed at termination of employment, failed to reimburse employees for necessary business expenses, and maintained unfair business practices. The lawsuit claims that the Class Members are entitled to, *inter alia*, damages, penalties and restitution. The lawsuit also seeks to recover penalties on behalf of the state and Aggrieved Employees pursuant to the California Labor Code Private Attorneys General Act.

Defendant denies all alleged violations and denies that it owes Class Members any remedies. The Court has not made a ruling on the merits of the case. However, the Parties have agreed to resolve this dispute in an effort to conserve resources and in light of the risks of further litigation. The terms of the proposed settlement are further detailed below.

2. Why is this a class action?

In a class action, one or more people called the Class Representative (in this case Jesus Rios and Emilo Castro Ortega, also known as “Plaintiffs”), sue on behalf of people who appear to have similar claims. All these people are referred to here as Class Members. In a class action, one court resolves the issues for all Class Members in one lawsuit, except for those who exclude themselves from the Class. The Imperial County Superior Court is in charge of this class action.

3. Why is there a settlement?

The Court has not decided in favor of the Plaintiffs or Defendant. Instead, both sides agreed to a settlement which is memorialized in the Joint Stipulation of Class Action and PAGA Settlement (“Agreement” or “Settlement”). On May 20, 2026, the Court granted preliminary approval of the Settlement, appointed Plaintiffs Rios and Ortega as the Class Representatives, and appointed his attorneys at Protection Law Group, Seligson Law P.C., the JCL Law Firm APC, and Zakay Law Group APC as counsel for the Class (“Class Counsel”). The Court has not made a final ruling on whether the settlement is fair, adequate, and reasonable. Instead, the Court has found that the settlement is within the range of reasonableness that could be ultimately be approved. A Final Determination on whether to approve the settlement will be made at the hearing on September 15, 2026. The Class Representatives and Class Counsel think the Settlement is best for the Class.

WHO IS IN THE SETTLEMENT?

4. How do I know if I am part of the settlement?

You are part of the Settlement, and a Class Member, if you were employed by Defendant as an hourly-paid, non-exempt employee in the state of California at any time between January 8, 2021, and December 10, 2025.

THE SETTLEMENT BENEFITS—WHAT YOU GET

5. What does the settlement provide?

The Settlement provides that Defendant will pay a maximum of Five Hundred Thousand Dollars (\$500,000.00) (“Gross Settlement Amount”). This includes all costs and attorneys’ fees for Class Counsel.

The “Net Settlement Amount” is the portion of the Gross Settlement Amount that will be available for distribution to Class Members who do not submit timely and valid requests for exclusion in exchange for the release of their class claims. The Net Settlement Amount is the Gross Settlement Amount less the following amounts (which are subject to Court approval):

- A. **Attorneys’ Fees to Class Counsel** not to exceed one-third (1/3) of the Gross Settlement Amount or One Hundred and Sixty-Six Thousand Six Hundred and Sixty-Six Dollars and Sixty-Six Cents (\$166,666.66);
- B. **Litigation Costs/Expenses to Class Counsel** not to exceed Thirty Thousand Dollars (\$30,000);
- C. **Incentive Payment to the Class Representatives** in an amount not to exceed Ten Thousand Dollars (\$10,000.00) each;
- D. **Settlement Administration Costs** which are currently estimated to be Seven Thousand Three Hundred and Seventy-Five Dollars (\$7,375.00) and
- E. **PAGA Payment** in the amount of Twenty Thousand Dollars (\$20,000.00) for the settlement of claims arising under the Private Attorney’s General Act of 2004 (PAGA). Sixty-Five percent (65%) of this amount, (\$13,000.00) shall be paid to the LWDA. The remaining thirty-five percent (35%) (\$7,000.00) will be distributed to hourly-paid, non-exempt employees who worked for Defendant in California at any time between October 23, 2023, and December 10, 2025, as part of the settlement of the PAGA Action.

The amount you are eligible to receive from the settlement, your “Individual Settlement Payment” will be determined on a *pro rata* basis, based on the number of weeks you worked in California as a non-exempt employee of Defendant between January 8, 2021, and December 10, 2025 (“Workweeks”). Your Individual Settlement Payment includes both your estimated share of the Net Settlement Amount and, if eligible, your share of the PAGA Payment.

The Class Portion of your Individual Settlement Payment will be apportioned as twenty percent (20%) wages, forty percent (40%) interest, and forty percent (40%) penalties. The PAGA Portion of your Individual Settlement Payment will be allocated 100% as penalties. The wage portion of the Individual Settlement Payment will be subject to withholding for the employee taxes and will be reported on a W-2 Form. Employer-side payroll taxes shall be paid separately from and in addition to the Gross Settlement Amount. The penalties and interest portions of each class member’s settlement payment will not be subject to any withholdings and will be reported on an IRS Form 1099.

You worked «Class_Workweeks» workweeks during the Class Period. The Class Portion of your Individual Settlement Payment is \$«Individual_Class_Payment». The amount of the payment may change depending on the number of timely and valid requests for exclusions submitted in the Settlement, if any.

You worked «PAGA_Pay_Periods» workweeks during the PAGA Period. The PAGA Portion of your Individual Settlement Payment is \$«Individual_PAGA_Payment».

This Amount was determined based on Defendant’s record of your employment between January 8, 2021, and December 10, 2025, and is presumed correct. If you dispute the accuracy of Defendant’s records as to the number of weeks worked during the Class Period, you must contact the Settlement Administrator and provide any documentation you have supporting such dispute by July 25, 2026. All disputes regarding your workweeks will be resolved and decided by the Parties or if you and the Parties cannot agree, the Court, after you submit evidence to the Settlement Administrator. The Settlement Administrator’s contact information is listed below:

Apex Class Action, LLC
PO Box 54668
Irvine, CA 92619
1-800-355-0700.

HOW TO GET A PAYMENT FROM THE SETTLEMENT

6. How can I get a payment?

You do not have to do anything to qualify for a payment of your portion of the Settlement.

7. What am I giving up if I do not request to be excluded from the Settlement?

Upon the funding of the Gross Settlement Amount by Defendant, in exchange for the consideration set forth by the Settlement, Class Members who do not submit a timely request for exclusion will release the “Released Parties” from the “Released Class Claims” that arose during the “Class Period.”

The “Released Parties” include Defendant RMP Supply Trim, Inc., and its past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

The “Released Class Claims” mean all claims, rights, demands, liabilities and causes of actions that are alleged, or that reasonably could have been alleged, based on the facts asserted in the operative First Amended Complaint including the following claims: (i) failure to pay all regular wages, minimum wages and overtime wages due; (ii) failure to provide meal periods or compensation in lieu thereof; (iii) failure to provide rest periods or compensation in lieu thereof; (iv) failure to reimburse necessary business expenses; (v) failure to provide complete, accurate wage statements; (vi) failure to pay wages timely at time of termination or resignation; (vii) failure to provide timely pay wages during

employment; and (viii) unfair business practices that could have been premised on the facts pled in the operative complaint. This release shall apply to claims arising during the Class Period.

The “Class Period” during which the release of Released Class Claims pertains is from January 8, 2021, through December 10, 2025.

Additionally, all current and former non-exempt employees of Defendant that worked in the state of California between October 23, 2023, and December 10, 2025, shall release the Released PAGA Claims that arose during the PAGA Period. You cannot opt-out of the release of the claims alleged under PAGA.

The “Released PAGA Claims” include all claims for civil penalties under the California Labor Code Private Attorneys General Act of 2004 that could have been premised on the facts alleged in Plaintiff Rios October 23, 2024, PAGA Letter to the LWDA or Plaintiff Ortega’s January 31, 2025, PAGA Letter to the LWDA, and in the operative First Amended Complaint in the Action including but not limited to penalties that could have been awarded pursuant to Labor Code sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 226, 226.2, 226.3, 226.7, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1199, 2800, 2802, 2804, and 2699, and the applicable IWC Wage Order(s).

The “PAGA Period” during which the release of the Released PAGA Claims pertains is from October 23, 2023, through December 10, 2025.

EXCLUDING YOURSELF FROM THE RELEASE OF NON-PAGA CLAIMS

If you want to keep the right to sue or continue to sue Defendant with respect to the Released Class Claims then you must submit a request for exclusion in conformity with the requirements set forth herein. If you exclude yourself, you will not receive payment from Net Settlement Amount. However, if eligible, you will still receive a payment in an amount equal to your estimated *pro rata* share of the PAGA Payment because the Request for Exclusion does not apply to this claim.

8. How can I not participate in the Settlement?

To exclude yourself from the release of Released Class Claims you must submit a written request for exclusion. You must include your name, address, telephone number and the last four digits of your social security number and/or Employee ID number. Your request for exclusion must include a clear statement that you do not wish to be included in this action.

The written for Exclusion must be mailed to the Settlement Administrator at the address listed below, post-marked by July 25, 2026. You cannot exclude yourself by phone.

Apex Class Action, LLC
PO Box 54668
Irvine, CA 92619
1-800-355-0700.

If you ask to be excluded, you will not receive payment of any portion of the Net Settlement Amount and you cannot object to the Settlement. You will not be legally bound by the release of Released Class Claims.

9. If I don’t exclude myself, can I sue Defendant for the same thing later?

No. Unless you submit a request for exclusion, you give up the right to sue Defendant and Released Parties for the Released Class Claims. If you have a pending lawsuit involving the Released Class Claims, speak to your lawyer in that lawsuit immediately.

10. If I exclude myself, can I get money from this settlement?

No, except if you worked between October 23, 2023, and December 10, 2025, in which case you will still receive the portion of your Individual Settlement Payment for claims that arise under PAGA. But if you submit a timely and valid request for exclusion, you retain any right that you may have to sue, continue to sue, or be part of a different lawsuit against Released Parties for Released Class Claims.

THE LAWYERS REPRESENTING YOU

11. Do I have a lawyer in this case?

The Court has approved PROTECTION LAW GROUP, LLP, SELIGSON LAW, P.C. JCL LAW FIRM APC, and ZAKAY LAW GROUP APLC. as Class Counsel. The firms’ contact information is:

PROTECTION LAW GROUP LLP

Heather Davis, Esq.
D. Luke Clapp, Esq.
149 Sheldon Street
El Segundo, California 90245
Telephone: (424) 290-3095

JCL LAW FIRM APC

Jean-Claude Lapuyade.
5540 Morehouse Drive, Suite 3600
San Diego, California 92121
Telephone: (619) 599-8292
Facsimile: (619) 599-8291

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Kenneth Seligson
2219 Main Street, Suite
Santa Monica, California 90405
Telephone: (213) 293-6692

ZAKAY LAW GROUP APC

Shani O. Zakay
5540 Morehouse Drive, Suite 3600
San Diego, California 92121
Telephone: (619) 255-9047
Facsimile: (858) 404-9203

OBJECTING TO THE SETTLEMENT

You can object to the Settlement or some part of it.

12. How do I tell the Court if I don't like the settlement?

If you are a Class Member, you can object to the Settlement and you can give reasons for why you think the Court should not approve it. The Court will consider your views. To object, you must mail your objection to the Settlement Administrator no later than July 25, 2026. Your objection must include your full name, address, telephone number, the last four digits of your social security number or employee ID number, and the specific reason for your objection. You may also come to the Final Approval Hearing on September 15, 2026, and make an objection at that time, regardless of whether you submitted a written objection.

13. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to grant final approval of the Settlement ("Final Approval Hearing"). You may attend, but you do not have to attend.

14. When and where will the Court decide whether to approve the settlement?

The Court will hold the Final Approval Hearing at 8:30 a.m., on September 15, 2026, in Department 5 of the Imperial County Superior Court located at 939 West Main Street, El Centro, CA. 92243

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and determine whether to grant final approval of the Settlement. If there are objections, the Court will consider them.

15. Do I have to come to the hearing?

No. If you agree to the Settlement you do not have to come to Court to talk about it. However, you may attend. You may also retain your own lawyer at your expense to attend on your behalf. You may attend in person, but you may also attend remotely if you wish. Information regarding remote appearances is available on the Court's website.

16. How will I learn if the settlement was approved

A notice of final judgment will be posted on the Settlement Administrator website located at www.apexclassaction.com/rmpsupply.

IF YOU DO NOTHING

17. What happens if I do nothing at all?

If you do nothing, you will receive your share of the Settlement, and you will release the Released Class Claims. You will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant or Released Parties about the Released Class Claims, ever again. Your Individual Settlement Payment will be mailed to you and remain valid and negotiable for 180 days. If you do not cash your settlement check within 180 days, these funds will be transferred to the Controller of the State of California's Unclaimed Property Fund. You may then claim these funds from there.

GETTING MORE INFORMATION

18. How do I get more information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by viewing the settlement located on the Settlement Administrator's website at www.apexclassaction.com/rmpsupply or by contacting the Settlement Administrator or Class Counsel.



WHAT IF MY INFORMATION CHANGES?

19. What if my contact information changes?

It is your responsibility to inform the Settlement Administrator of your updated information to ensure receipt of settlement payments or communications regarding this matter. You can change or update your contact information by contacting the Settlement Administrator.

DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE CLERK OF THE COURT OR THE JUDGE

AVISO DE PROPUESTA DE ACUERDO DE DEMANDA COLECTIVA

Rios v. RMP Supply Trim, Inc.

Tribunal Superior del Condado Imperial, Caso: ECU003902

ESTE ES UN AVISO AUTORIZADO POR UN TRIBUNAL. NO ES UNA SOLICITUD.

LEA ESTE AVISO DETENIDAMENTE.

SUS DERECHOS LEGALES SE VEN AFECTADOS TANTO SI ACTÚA COMO SI NO.

Para: Todos los empleados no exentos que hayan trabajado para RMP Supply Trim, Inc., en el estado de California en cualquier momento entre el 8 de enero de 2021 y el 10 de diciembre de 2025.

INFORMACIÓN BÁSICA

1. ¿De qué trata este acuerdo?

El 8 de enero de 2025, Jesús Ríos (“Demandante”), un ex empleado de RMP Supply Trim, Inc. (“Demandado”), interpuso una demanda. El 12 de marzo de 2026, las Partes presentaron una Primera Denuncia Enmendada en la que agregaron a Emilio Castro Ortega como representante propuesto de la Clase y de PAGA. Este caso, *Rios v. RMP Supply Trim, Inc.* Caso Número ECU003902 se encuentra actualmente pendiente en el Tribunal Superior del Condado de Imperial. La demanda alega que el Demandado violó secciones del Código Laboral de California y del Código de Negocios y Profesiones de California. En concreto, el Demandante alega que el Demandado no proporcionó los períodos de descanso y comida reglamentarios ni la remuneración adicional correspondiente, no pagó debidamente a los empleados todos los salarios adeudados por el tiempo trabajado, no pagó a los empleados todos los salarios por horas extras adeudados, no proporcionó recibos de nómina precisos, no pagó puntualmente todos los salarios durante el empleo ni todos los salarios adeudados al finalizar el empleo, no reembolsó a los empleados los gastos comerciales necesarios y mantuvo prácticas comerciales desleales. La demanda alega que los Miembros de la Clase tienen derecho, *entre otras cosas*, a indemnizaciones por daños y perjuicios, sanciones y restitución. Esta también busca recuperar sanciones en nombre del Estado y de los Empleados Afectados de conformidad con la Ley General de Abogados Privados del Código Laboral de California.

El Demandado niega todas las presuntas violaciones y que deba indemnizar a los Miembros de la Clase por ningún tipo de compensación. El Tribunal no se ha pronunciado sobre el fondo del asunto. Sin embargo, las Partes han acordado resolver esta disputa con el fin de conservar recursos y teniendo en cuenta los riesgos de futuros litigios. Los términos del acuerdo propuesto se detallan a continuación.

2. ¿Por qué se trata de una demanda colectiva?

En una demanda colectiva, una o más personas llamadas Representante de la Clase (en este caso Jesús Ríos y Emilio Castro Ortega, también conocidos como “Demandantes”) presentan una demanda en nombre de personas que parecen tener reclamaciones similares. A todas estas personas se las denomina aquí Miembros de la Clase. En una demanda colectiva, un solo tribunal resuelve los problemas de todos los Miembros de la Clase en una sola demanda, salvo los que se excluyen de ella. El Tribunal Superior del Condado de Imperial está a cargo de esta demanda colectiva.

3. ¿Por qué hay un acuerdo?

El Tribunal no ha fallado a favor de los Demandantes ni del Demandado. En cambio, ambas partes acordaron un arreglo que se recoge en el Acuerdo Conjunto de Acuerdo de Demanda Colectiva y de PAGA (“Conciliación” o “Acuerdo”). El 20 de mayo de 2026, el Tribunal otorgó la aprobación preliminar del Acuerdo, designó a los demandantes Ríos y Ortega como Representantes de la Clase y designó a sus abogados de Protection Law Group, Seligson Law PC, JCL Law Firm APC y Zakay Law Group APC como abogados de la Clase (“Abogados de la Clase”). El Tribunal no ha emitido un fallo definitivo sobre si el acuerdo es justo, adecuado y razonable. En cambio, el Tribunal ha determinado que el acuerdo se encuentra dentro de un margen de razonabilidad que podría ser aprobado en última instancia. La Decisión Final sobre si se aprueba el acuerdo se tomará en la audiencia del 15 de septiembre de 2026. Los Representantes y los Abogados de la Clase consideran que el Acuerdo es lo mejor para la Clase.

¿QUIÉNES PARTICIPAN EN EL ACUERDO?

4. ¿Cómo sé si formo parte del acuerdo?

Usted forma parte del Acuerdo y es Miembro de la Clase si trabajó para el Demandado como empleado pagado por horas, no exento, en el estado de California en cualquier momento entre el 8 de enero de 2021 y el 10 de diciembre de 2025.

BENEFICIOS DEL ACUERDO: LO QUE OBTIENE

5. ¿Qué ofrece el acuerdo?

El Acuerdo establece que el Demandado pagará un máximo de quinientos mil dólares (\$500,000.00) (“Monto Bruto del Acuerdo”). Esto incluye todos los costos y honorarios de los Abogados de la Clase.

El “Monto Neto del Acuerdo” es la parte del Monto Bruto del Acuerdo que estará disponible para su distribución entre los Miembros de la Clase que no presenten solicitudes de exclusión válidas y oportunas a cambio de la renuncia a sus reclamaciones colectivas. Este monto es el Monto Bruto del Acuerdo menos las siguientes cantidades (que están sujetas a la aprobación del Tribunal):

- A. **Los honorarios de los Abogados de la Clase** no excederán un tercio (1/3) del Monto Bruto del Acuerdo o ciento sesenta y seis mil seiscientos sesenta y seis dólares con sesenta y seis centavos (\$166,666.66);
- B. **Los Costos/Gastos de Litigio** no excederán los treinta mil dólares (\$30,000);
- C. **Pago de Incentivos a los Representantes de Clase** por un monto que no exceda los diez mil dólares (\$10,000.00) cada uno;

- D. **Los costos de Administración del Acuerdo**, que actualmente se estiman en siete mil trescientos setenta y cinco dólares (\$7,375.00) y
- E. **Pago de PAGA** por la cantidad de veinte mil dólares (\$20,000.00) para la resolución de reclamaciones derivadas de la Ley General de Abogados Privados de 2004 (PAGA). El sesenta y cinco por ciento (65%) de esta cantidad, (\$13,000.00) se pagará a la LWDA. El treinta y cinco por ciento restante (35%) (\$7,000.00) se distribuirá entre los empleados no exentos, pagados por hora, que trabajaron para el Demandado en California en cualquier momento entre el 23 de octubre de 2023 y el 10 de diciembre de 2025, como parte del acuerdo de la Demanda de PAGA.

La cantidad que tiene derecho a recibir del acuerdo, su “Pago Individual de Acuerdo”, se determinará de forma *proporcional*, en función del número de semanas que trabajó en California como empleado no exento del Demandado entre el 8 de enero de 2021 y el 10 de diciembre de 2025 (“Semanas Laborales”). Su Pago Individual del Acuerdo incluye tanto su parte estimada del Monto Neto del Acuerdo como, si cumple con los requisitos, su parte del Pago de PAGA.

La Parte Colectiva de su Pago Individual del Acuerdo se prorrateará en un veinte por ciento (20%) de salario, un cuarenta por ciento (40%) de interés y un cuarenta por ciento (40%) de multas. La Parte de PAGA se destinará en su totalidad a sanciones. La parte salarial estará sujeta a la retención de impuestos del empleado y se informará en un Formulario W-2. Los impuestos sobre la nómina a cargo del empleador se pagarán por separado y además del Monto Bruto del Acuerdo. Las multas y los intereses correspondientes al pago de la indemnización de cada miembro de la clase no estarán sujetos a retención alguna y se declararán en el formulario 1099 del IRS.

Trabajó «Class_Workweeks» semanas laborales durante el Período de Clase. La Parte Colectiva de su Pago Individual del Acuerdo es de \$«Individual_Class_Payment». El importe del pago podrá variar en función del número de solicitudes de exclusión válidas y presentadas a tiempo en el Acuerdo, si las hubiere.

Trabajó «PAGA_Pay_Periods» semanas laborales durante el Período de PAGA. La Parte de PAGA de su Pago Individual del Acuerdo es de \$«Individual_PAGA_Payment».

Esta cantidad se determinó con base en el registro del Demandado de su empleo entre el 8 de enero de 2021 y el 10 de diciembre de 2025, y se presume correcta. Si cuestiona la exactitud de los registros del Demandado en cuanto al número de semanas trabajadas durante el Período de Clase, debe comunicarse con el Administrador del Acuerdo y proporcionar cualquier documentación que tenga que respalde dicha impugnación antes del 25 de julio de 2026. Todas las impugnaciones relacionadas con sus semanas laborales serán resueltas y decididas por las Partes o, si usted y las Partes no llegan a un acuerdo, por el Tribunal, después de que usted presente las pruebas al Administrador del Acuerdo. A continuación se detalla la información de contacto del Administrador del Acuerdo:

Apex Class Action, LLC
PO Box 54668
Irvine, CA 92619
1-800-355-0700.

CÓMO RECIBIR UN PAGO DEL ACUERDO

6. ¿Cómo puedo recibir un pago?

No es necesario que haga nada para poder recibir el pago de la parte que le corresponde del Acuerdo.

7. ¿A qué renuncio si no solicito ser excluido del Acuerdo?

Una vez que el Demandado abone el Monto Bruto del Acuerdo, a cambio de la contraprestación establecida en el Acuerdo, los Miembros de la Clase que no presenten una solicitud de exclusión oportuna liberarán a las “Partes Exoneradas” de las “Reclamaciones Liberadas de Clase” que surgieron durante el “Período de Clase”.

Las “Partes Exoneradas” incluyen al Demandado RMP Supply Trim, Inc., y sus funcionarios, directores, miembros, gerentes, empleados, agentes, representantes, abogados, aseguradoras, socios, inversionistas, accionistas, administradores, empresas matrices, subsidiarias, afiliadas, divisiones, predecesores, sucesores, cesionarios y socios en empresas conjuntas, pasados, presentes y/o futuros, directos y/o indirectos.

Las “Reclamaciones Liberadas de Clase” significan todas las reclamaciones, derechos, demandas, responsabilidades y causas de acción que se alegan, o que razonablemente podrían haberse alegado, con base en los hechos afirmados en la Primera Denuncia Enmendada vigente, incluidas las siguientes reclamaciones: (i) falta de pago de todos los salarios regulares, salarios mínimos y salarios por horas extras adeudados; (ii) falta de provisión de períodos de comida o compensación en lugar de los mismos; (iii) falta de provisión de períodos de descanso o compensación en lugar de los mismos; (iv) falta de reembolso de los gastos comerciales necesarios; (v) falta de provisión de estados de cuenta de salarios completos y precisos; (vi) falta de pago de salarios a tiempo al momento de la terminación o renuncia; (vii) falta de provisión de pago oportuno de salarios durante el empleo; y (viii) prácticas comerciales desleales que podrían haberse basado en los hechos alegados en la demanda vigente. Esta liberación se aplicará a las reclamaciones que surjan durante el Período de Clase.

El “Período de Clase” durante el cual se aplica la liberación de las Reclamaciones Liberadas de Clase es del 8 de enero de 2021 al 10 de diciembre de 2025.

Además, todos los empleados actuales y exempleados no exentos del Demandado que trabajaron en el estado de California entre el 23 de octubre de 2023 y el 10 de diciembre de 2025 deberán renunciar a las Reclamaciones Liberadas de PAGA que surgieron durante el Período de PAGA. No puede optar por no participar en la liberación de las reclamaciones presentadas en virtud de la PAGA.

Las “Reclamaciones Liberadas de PAGA” incluyen: todas las reclamaciones de sanciones civiles en virtud de la Ley General de Abogados Privados del Código Laboral de California de 2004 que podrían haberse basado en los hechos alegados en la Carta de PAGA del Demandante Rios del 23 de octubre de 2024 a la LWDA o la Carta de PAGA del Demandante Ortega del 31 de enero de 2025 a la LWDA, y en la Primera Denuncia Enmendada operativa en el Proceso, incluyendo pero no limitado a las sanciones que podrían haberse otorgado de conformidad con las secciones 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 226, 226.2, 226.3, 226.7, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1199, 2800, 2802 del Código Laboral, 2804 y 2699, y la(s) Orden(es) Salarial(es) de la CBI aplicable(s).

El “Período de PAGA” durante el cual se aplica la liberación de las Reclamaciones Liberadas de PAGA es del 23 de octubre de 2023 al 10 de diciembre de 2025.

EXCLUIRSE DE LA LIBERACIÓN DE RECLAMACIONES NO PAGA

Si desea conservar el derecho a demandar o continuar demandando al Demandado respecto de las Reclamaciones Liberadas de Clase, deberá presentar una solicitud de exclusión conforme a los requisitos establecidos en el presente documento. Si se excluye, no recibirá ningún pago del Monto Neto del Acuerdo. Sin embargo

r, si reúne los requisitos, seguirá recibiendo un pago por un monto igual a su parte *proporcional* estimada del Pago de PAGA porque la Solicitud de Exclusión no se aplica a esta reclamación.

8. ¿Cómo no participar en el Acuerdo?

Para excluirse de la liberación de las Reclamaciones Liberadas de Clase, debe presentar una solicitud de exclusión por escrito. Debe incluir su nombre, dirección, número de teléfono y los últimos cuatro dígitos de su número de Seguro Social y/o número de identificación de empleado. Su solicitud de exclusión debe incluir una declaración clara de que no desea ser incluido en esta acción.

Además, debe enviarse por correo al Administrador del Acuerdo a la dirección que figura a continuación, con sello postal del 25 de julio de 2026. No puede excluirse por teléfono.

Apex Class Action, LLC
PO Box 54668
Irvine, CA 92619
1-800-355-0700.

Si solicita su exclusión, no recibirá el pago de ninguna parte del Monto Neto del Acuerdo y no podrá oponerse al Acuerdo. Usted no estará legalmente obligado por la liberación de las Reclamaciones Liberadas de Clase.

9. Si no me excluyo, ¿puedo demandar al Demandado por lo mismo más adelante?

No. A menos que presente una solicitud de exclusión, renuncia al derecho a demandar al Demandado y a las Partes Exoneradas por las Reclamaciones Liberadas de Clase. Si tiene una demanda pendiente relacionada con dichas reclamaciones, hable de inmediato con su abogado en esa demanda.

10. Si me excluyo, ¿puedo recibir dinero de este acuerdo?

No, excepto si trabajó entre el 23 de octubre de 2023 y el 10 de diciembre de 2025, en cuyo caso seguirá recibiendo la parte de su Pago Individual del Acuerdo por reclamaciones que surjan bajo PAGA. Pero si presenta una solicitud de exclusión válida y oportuna, conserva cualquier derecho que pueda tener para demandar, continuar demandando o ser parte de una demanda distinta contra las Partes Exoneradas por las Reclamaciones Liberadas de Clase.

LOS ABOGADOS REPRESENTANTES

11. ¿Tengo un abogado en este caso?

El Tribunal ha aprobado a PROTECTION LAW GROUP, LLP, SELIGSON LAW, PC JCL LAW FIRM APC y ZAKAY LAW GROUP APLC como los Abogados de la Clase. La información de contacto es:

PROTECTION LAW GROUP LLP

Heather Davis, abogada.
D. Luke Clapp, abogado.
Calle Sheldon 149
El Segundo, California 90245
Teléfono: (424) 290-3095

JCL LAW FIRM APC
Jean-Claude Lapuyade.
5540 Morehouse Drive, Suite 3600
San Diego, California 92121
Teléfono: (619) 599-8292
Fax: (619) 599-8291

SELIGSON LAW PC

Kenneth Seligson
2219 Main Street, Suite
Santa Mónica, California 90405
Teléfono: (213) 293-6692

ZAKAY LAW GROUP APC

Shani O. Zakay
5540 Morehouse Drive, Suite 3600
San Diego, California 92121
Teléfono: (619) 255-9047
Fax: (858) 404-9203

OPOSICIÓN AL ACUERDO

Usted puede oponerse al Acuerdo o a partes del mismo.

12. ¿Cómo comunicarle al Tribunal que no estoy de acuerdo con el acuerdo?

Si usted es Miembro de la Clase, puede oponerse al Acuerdo y exponer los motivos por los que considera que el Tribunal no debería aprobarlo. El Tribunal tendrá en cuenta su opinión. Para presentar una objeción, debe enviarla por correo al Administrador del Acuerdo a más tardar el 25 de julio de 2026. Su objeción debe incluir su nombre completo, dirección, número de teléfono, los últimos cuatro dígitos de su número de Seguro Social o número de identificación de empleado, y el motivo específico de su objeción. También puede asistir a la Audiencia de Aprobación Final el 15 de septiembre de 2026 y presentar una objeción en ese momento, independientemente de si presentó una objeción por escrito.

13. ¿Cuál es la diferencia entre objetar y excluir?

Presentar una objeción consiste simplemente en comunicarle al Tribunal que hay algo del Acuerdo que no le gusta. Solo puede objetar si permaneces en la Clase. Excluirse a sí mismo significa indicarle al Tribunal que no desea formar parte del Acuerdo. Si se excluye, no tiene fundamento para objetar porque el caso ya no le afecta.

AUDIENCIA DE APROBACIÓN FINAL

El Tribunal celebrará una audiencia para decidir si concede la aprobación definitiva del acuerdo (“Audiencia de Aprobación Final”). Puede asistir, pero no es obligatorio.

14. ¿Cuándo y dónde decidirá el Tribunal si aprueba el acuerdo?

El Tribunal celebrará la Audiencia de Aprobación Final a las 8:30 a. m., el 15 de septiembre de 2026 en el Departamento 5 del Tribunal Superior del Condado de Imperial, ubicado en 939 West Main Street, El Centro, CA 92243.

En esta audiencia, el Tribunal considerará si el Acuerdo es justo, razonable y adecuado, y determinará si otorga su aprobación final. Si existen objeciones, el Tribunal las tendrá en cuenta.

15. ¿Tengo que asistir a la audiencia?

No. Si acepta el acuerdo, no tiene que comparecer ante el tribunal para hablar de ello. Sin embargo, puede asistir. También puede contratar a su propio abogado, por cuenta propia, para que asista en su nombre. Puede asistir en persona, pero también puede asistir de forma remota si lo desea. La información sobre las comparecencias remotas está disponible en la página web del Tribunal.

16. ¿Cómo sabré si el acuerdo fue aprobado?

Se publicará un aviso de la sentencia firme en el sitio web del Administrador del Acuerdo, en www.apexclassaction.com/rmpsupply.

SI NO HACE NADA

17. ¿Qué sucede si no hago absolutamente nada?

Si no hace nada, recibirá su parte del Acuerdo y liberará las Reclamaciones Liberadas de Clase. Nunca más podrá iniciar, continuar o formar parte de ninguna otra demanda contra el Demandado o las Partes Exoneradas en relación con dichas reclamaciones. Su Pago Individual del Acuerdo le será enviado por correo postal y seguirá siendo válido y negociable durante 180 días. Si no cobra su cheque de indemnización dentro de 180 días, dichos fondos se transferirán al Fondo de Propiedad No Reclamada del Contralor del Estado de California. Podrá entonces reclamar esos fondos desde allí.

MÁS INFORMACIÓN

18. ¿Cómo obtener más información?

Este aviso resume el Acuerdo propuesto. En el Acuerdo de Conciliación se ofrecen más detalles. Puede obtener una copia del Acuerdo de Conciliación consultando el acuerdo en el sitio web del Administrador del Acuerdo, www.apexclassaction.com/rmpsupply o poniéndose en contacto con este o con los Abogados de la Clase.



¿QUÉ PASA SI MI INFORMACIÓN CAMBIA?

19. ¿Qué sucede si cambia mi información de contacto?

Es su responsabilidad informar al Administrador del Acuerdo sobre su información actualizada, a fin de garantizar la recepción de los pagos del acuerdo o de las comunicaciones relacionadas con este asunto. Puede cambiar o actualizar su información de contacto comunicándose con el Administrador del Acuerdo.

NO DIRIJA NINGUNA PREGUNTA SOBRE EL ACUERDO O EL LITIGIO AL SECRETARIO DEL TRIBUNAL NI AL JUEZ.