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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, Plaintiffs, v. RMP SUPPLY TRIM, INC., a California Corporation; and DOES 1-50, Inclusive, Defendants.	Case No. ECU003902 **DECLARATION OF SYDNEY CASTILLO-JOHNSON, ESQ. IN SUPPORT OF PLAINTIFF'S 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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I, Sydney Castillo-Johnson, Esq., declare as follows:

1. I am over eighteen years of age and if called as a witness, I could and would competently testify to the following facts from my own personal knowledge. I am an associate attorney at JCL Law Firm. I am co-counsel of record for Plaintiff Jesus Rios (hereafter "Plaintiff" or "Class Representative") in this wage and hour class action filed against Defendant RMP Supply Trim, Inc., (hereinafter "Defendant").

2. This declaration is being submitted in support of Plaintiff's Motion for Final Approval of Class and PAGA Action Settlement.

3. Attached hereto as **Exhibit #1** is a true and correct copy of the fully executed Joint Stipulation of Class and PAGA Action Settlement ("Settlement Agreement" or "Agreement").

4. Attached hereto as **Exhibit #2** is a true and correct copy of the conformed May 20, 2026, 2025, Preliminary Approval Order.

5. Attached hereto as **Exhibit #3** is a true and correct copy of the April 24, 2026, proof of filing the proposed Settlement with the LWDA.

6. Attached hereto as **Exhibit #4** is a true and correct copy of the August 18, 2026, proof of filing this motion seeking final approval of this Settlement with the LWDA.

I. INTRODUCTION

7. An objective evaluation of the proposed settlement of Five Hundred Thousand Dollars and Zero Cents ($500,000.00) ("Gross Settlement Amount") confirms that the relief negotiated on behalf of the Class Members is fair, reasonable, and valuable. The Settlement is a product of informed, adversarial, and non-collusive negotiations between experienced counsel, guided by the wisdom and experience of Honorable Brian C. Walsh (Ret.), a retired jurist and mediator of class and PAGA actions. (Declaration of Sydney Castillo-Johnson ("SCJ Dec."), ¶ 7.) Plaintiffs estimate that the Settlement, if approved, would result in a Net Settlement Amount of approximately **$255,958.34**. This will result in an average Individual Settlement Payment of **$1,137.59**, a high payment of **$4,276.36**, and a low payment of **$17.31.** PAGA Members will receive an estimated average gross payment of **$44.30** and a high payment of **$94.10**. (Declaration of Madely Nava ("Apex Dec."), ¶¶ 15-18.)

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8. The relief offered by the Settlement is immediate and is particularly impressive when viewed against the difficulties encountered by plaintiffs pursuing similar wage and hour cases (*see infra)*. As discussed below, the proposed Settlement satisfies all criteria for final settlement approval under California law and falls well within the range of reasonableness.

II. OVERVIEW OF THE LITIGATION

9. Defendant RMP Supply Trim, Inc., provides carpentry services for commercial and residential projects throughout southern California. This action asserts claims on behalf of all of Defendant's current and former non-exempt employees employed in California at any time during the Class Period. Plaintiffs Jesus Rios and Emilio Castro Ortega worked for Defendant as Trim Installers. Plaintiff Rios worked for Defendant from approximately May 2024 to September 2024. Plaintiff Ortega worked for Defendant from approximately June 2023 to August 2024. At all times during their employment, Plaintiffs earned an hourly wage and were entitled to legally compliant meal and rest periods, and minimum, regular and overtime wages for all hours worked. Throughout their employment, Plaintiffs were subject to Defendant's policies and procedures. (Declaration of Jesus Rios ("JR Dec.") at ¶¶ 2-3; Declaration of Emilio Castro Ortega ("ECO Dec.") at ¶¶ 2-3.)

10. On October 23, 2024, Plaintiff Rios served Defendant and the Labor and Workforce Development Agency ("LWDA") with a Notice of Violations ("PAGA Notice"). Plaintiff Rios's PAGA Notice set forth the facts and theories supporting Defendant's alleged violations of various provisions of the California Labor Code and applicable Industrial Welfare Commissions ("IWC") Wage Order and of his intent to pursue claims under California Labor Code Private Attorneys General Act, Cal. Lab. Code Sections 2698 et seq. ("PAGA").

11. On January 8, 2025, Plaintiff Rios filed a representative Class and PAGA Action with the Imperial County Superior Court, Case No. ECU003902 ("*Rios* Action"). The *Rios* Action alleged nine causes of action against Defendant for: (1) Unfair Competition in Violation of Cal. Bus. & Prof. Code §§ 17200, *et seq*.; (2) Failure to Pay Minimum Wages in Violation Of Cal. Lab. Code §§ 1194, 1197 & 1197.1; (3) Failure to Pay Overtime Wages in Violation Of Cal. Lab. Code §§ 510, *et seq*.; (4) Failure to Provide Required Meal Periods in Violation Of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order; (5) Failure to Provide Required Rest Periods in Violation Of Cal. Lab Code §§ 226.7

& 512 and the Applicable IWC Wage Order; (6) Failure to Provide Accurate Itemized Statements in Violation Of Cal. Lab. Code § 226; (7) Failure to Provide Wages When Due in Violation Of Cal. Labor Code §§ 201, 202 and 203; (8) Failure Reimburse Employees for Required Expenses in Violation of Cal. Lab. Code § 2802; and (9) Violation of the Private Attorneys General Act [Labor Code §§ 2698 *et seq*.].

12. Generally, Plaintiffs claim that Defendant failed to provide compliant meal and rest periods, failed to pay for all time worked, failed to furnish accurate itemized wage statements, and failed to reimburse for mandatory business expenses. Defendant denies liability for Plaintiffs' claims. Further, Defendant asserts that they fully complied with all applicable employment laws and raised several other significant defenses to Plaintiffs' claims, including but not limited to, asserting that it paid employees for all hours worked, maintained facially compliant meal and rest period policies.

13. The Parties agreed relatively early in the litigation to attend private mediation. To facilitate settlement negotiations, Defendant agreed to informally produce documents and data points subject to the mediation privilege, including but not limited to, a sampling of the Class Members' time and payroll data, and pertinent written wage and hour policies. As discussed infra, Plaintiff's counsel retained the forensic consultants at Berger Consulting Group ("BCG") to analyze Defendant's time and payroll data.

14. On December 10, 2025, the Parties mediated the Action with Honorable Brian C. Walsh (Ret.), a retired jurist and mediator of class and PAGA actions. The Parties engaged in arms-length settlement negotiations with Judge Walsh's assistance. Specifically, Judge Walsh helped manage the Parties' expectations and provided a useful, neutral analysis of the issues and risks to both sides. The Parties made substantial progress with Judge Walsh's assistance. Namely, the Parties exchanged information regarding their respective claims and defenses, including their respective evaluation of the damages. The mediation was successful and the Parties subsequently memorialized the agreement in the form of a Memorandum of Understanding ("MOU"). After reaching an agreement in principle, the Parties drafted and negotiated a long-form settlement agreement, which is the subject of the instant motion.

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15. On May 20, 2026, this Court granted preliminary approval of the Settlement. (SCJ Dec., ¶ 15.) On May 26, 2026, this Court signed the Order granting preliminary approval of the Settlement. (*Id*.). On June 10, 2026, the Settlement Administrator mailed Notice Packets to all 227 Class Members via U.S. First Class Mail. (Apex Dec., ¶ 8.) The mailing of the Notice Packets triggered a forty-five (45) day Response Deadline for the Settlement Class to submit requests for exclusion or objections to the Settlement. (Agreement, ¶ 32.) As of the date of the filing of this motion, 99.12% of the Class Members are participating in the Settlement. (Apex Dec., ¶ 14.)

16. As explained in further detail below, given the complexities of this case, the defenses asserted, and the uncertainty of class certification, along with the uncertainties of proof at trial and appeal, the proposed settlement is fair, reasonable, and adequate, and should be granted final approval.

III. THE SETTLEMENT BEFORE THE COURT

17. The Court preliminarily approved an initial Gross Settlement Amount of Five Hundred Thousand Dollars and Zero Cents ($500,000.00). The Gross Settlement Amount is all-in with no reversion to Defendant. (Agreement, ¶ 38.) The Net Settlement Amount shall be used for the payment of all Individual Settlement Payments to satisfy all Released Claims. The Settlement Administrator will calculate Individual Settlement Payments by adding up the total number of Workweeks for all Participating Class Members. The respective Workweeks for each Participating Class Member will be divided by the total Workweeks for all Participating Class Members, resulting in the Payment Ratio for each Participating Class Member. Each Participating Class Member's Payment Ratio will then be multiplied by the Net Settlement Amount to calculate each Class Member's estimated share of the Net Settlement Amount. (*Id.*, 47(a).) The Settlement Administrator estimates the average Individual Settlement Payment is **$1,137.59** and the highest Individual Settlement Payment is **$4,276.36**. (Apex Dec., ¶ 16.)

18. In exchange for valuable consideration, as of the funding of the Gross Settlement Amount, Plaintiffs and the Participating Class Members will release the Released Parties from the Released Class Claims for the Class Period. (Agreement, ¶¶ 28, 30.). The Plaintiffs and the State of California will release the Released Parties from the Released PAGA Claims for the PAGA Period. (Agreement ¶¶ 28, 30.)

19. As set forth in the Agreement, $20,000.00 of the Gross Settlement Amount has been allocated for civil penalties under the PAGA ("PAGA Payment"). Sixty-five percent (65%) of the PAGA Payment ($13,000.00) will be paid to the LWDA with the remaining thirty-five percent (35%) of the PAGA Payment ($7,000.00) to be distributed to the PAGA Members. (Agreement, ¶ 19.) The Settlement Administrator estimates that PAGA Members will receive an average Individual Settlement Payment of **$44.30**, and a high payment of **$94.10** for their Portion of the PAGA Payment. (Apex Dec., ¶ 18.)

20. As explained in further detail below, given the complexities of this case, the defenses asserted, and the uncertainty of class certification, along with the uncertainties of proof at trial and appeal, the proposed settlement is fair, reasonable, and adequate, and should be granted final approval.

IV. THE SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE

A. Class Counsel Conducted a Thorough Investigation

21. As detailed in the motion for preliminary approval, Class Counsel thoroughly investigated the proposed Class Members' claims, applicable law, and potential defenses. Specifically, Class Counsel assessed the value of the class claims using data and documents provided by Defendant in informal discovery. Class Counsel obtained time, payroll, and policy records, as well as data regarding the number of Class Members, workweeks, pay periods, and average rate of pay in order to assess damages before mediation. Class Counsel retained Berger Consulting Group to analyze Defendant's time and payroll data to formulate damage models estimating Defendant's liability exposure. Class Counsel's investigation, research, experience, and damage models informed and guided the mediated negotiations that resulted in this settlement.

B. The Parties Settled At Mediation

22. Class Counsel in this matter have extensive class action experience in multiple fields and have represented tens-of-thousands of persons in class actions. Class Counsel's experience is summarized in their concurrently filed declarations. Class Counsel has concluded the settlement is fair, adequate, and reasonable and in the best interests of the Class.

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C. Class Counsel is Experienced in Similar Litigation

23. Class Counsel in this matter have extensive class action experience in multiple fields and have represented tens-of-thousands of persons in class actions. Class Counsel's experience is summarized in their concurrently filed declarations. Class Counsel has concluded the settlement is fair, adequate, and reasonable and in the best interests of the Class.

24. I am qualified to represent the Plaintiff, the State of California, and the Class Members. I have experience with wage and hour class and representative actions litigation like this matter, and employment matters in general. I can, will and have adequately represented the interests of the Plaintiff and Settlement Class Members throughout this action.

25. My primary practice has been employment law throughout my entire legal career. I have handled a number of wage and hour matters, including individual actions, class actions, and representative PAGA actions, on behalf of plaintiffs. The following is a list of wage and hour class and/or PAGA actions where I served as counsel and in which final settlement approval was granted: *See generally Chrestensen v. Northeastern Rural Health Clinics* Lassen, Superior Court Case No. 63703 (April 13, 2023); *Toler v. Total Testing Solutions, LLC,* Los Angeles Superior Court Case No. 21STCV38452 (July 27, 2023); *O'Quinn v. Laugh Factory, Inc.,* Los Angeles Superior Court Case No. 19STCV28155 (August 1, 2023); *Kneisly v. SR Machining, Inc., et al.,* Riverside Superior Court Case No. CVRI2201491 (October 5, 2023); *Anderson v. Barton Myers Associates, Inc., et al.,* Los Angeles Superior Court Case No. 21STCV43314 (October 12, 2023); *Coles v. Carefusion Resources LLC, et. al.* San Diego Superior Court Case No. 37-2022-00048696-CU-OE-CTL (March 25, 2024); *Thomas v. Center for Elder's Independence* Alameda Superior Court Case No. 22CV024221 (July 2, 2024); *Klein v. RedZone Security, Inc.,* Riverside Superior Court Case No. CVRI2202841 (August 15, 2024); *Nunez v. Titan AG, et. al.* Tulare Superior Court Case No. VCU296822 (February 4, 2025); *Rene v. Koch Filter Corporation* Riverside Superior Court Case No. CVRI2300700 (March 11, 2025); *Winn v. City Electric Supply Company* San Diego Superior Court Case No. 37-2023-0004023 1-CU-OE-CTL (March 13, 2025); *Gamble v. AirX Utility Surveyors, Inc.* San Diego Superior Court Case No. 37-2022-00042178-CU-OE-CTL (March 14, 2025); *Garcia v. ConvergeOne* San Bernardino Superior Court Case No. CIVSB2305464 (May 12, 2025); *Lowe v. Ash's First LLC, et al* San Diego Superior Court Case No.

37-2023-00031528-CU-OE-CTL (August 8, 2025). *Solis v. 51st St. & 8th Ave. Corp., et al,* San Diego Superior Court Case No. 37-2023-00031528-CU-OE-CTL (August 8, 2025); *Natasha Taylor v. The West Oakland Health Council*, Alameda Superior Court Case No. RG20049604; *Rigoberto Monroy v. Donsuemor, Inc*., Alameda Superior Court Case No. 22CV011917 (September 25, 2025).

D. The Settlement Class Responded Positively to the Settlement

26. The reaction of the Class unequivocally supports approval of the Settlement. To date, only two of the 227 members of the Class opted-out of the Settlement. Moreover, there are ***zero*** objections. Stated differently, **99.12%** of the Class has chosen to participate in the Settlement. (Apex Dec., ¶¶ 11-14.)

E. The Strength of Plaintiff's Case and Risks of Continued Litigation

27. Although Plaintiff and Class Counsel believe that their case has merit, they recognize the potential risks both sides would face if litigation of this action continued. As the federal court in *Glass v. UBS Fin. Servs.*, 2007 WL221862 held, where the parties faced uncertainties similar to those in this litigation:

> ***"In light of the above-referenced uncertainty in the law, the risk, expense, complexity, and likely duration of further litigation likewise favors the settlement.*** Regardless of how this Court might have ruled on the merits of the legal issues, the losing party likely would have appealed, and the parties would have faced the expense and uncertainty of litigating an appeal. The expense and possible duration of the litigation should be considered in evaluating the reasonableness of [a] settlement."

28. With respect to the most immediate challenge, i.e., class certification, the risks attendant to the certification of similar wage and hour claims are demonstrated by *Ali v. U.S.A. Cab Ltd.* (2009) 176 Cal.App.4th 1333, 1341. There, the Court of Appeal affirmed the Trial Court's denial of class certification because employees' declarations attesting to having taken meal and rest breaks demonstrated that individualized inquiries were required to show harm. (See also *Campbell v. Best Buy Stores, L.P.*, (C.D. Cal. 2013) 2013 WL 5302217 at *11-13 [following *Brinker* and denying certification of proposed off-the-clock and rest and meal break classes due to lack of uniform policy]; *Brown v. Fed Express Corp.* (C.D. Cal. 2008) 249 F.R.D. 580, 587-88 [denying certification of driver meal and rest period claims based on the predominance of individual issues].)

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29. Further, even if a class is certified, liability remains uncertain. The risks attendant to the issue of Defendant's liability in similar wage and hour actions are demonstrated by *Duran v. U.S. Bank National Association* (2014) 59 Cal.4th 1, 31. There, the Court reversed a trial verdict in favor plaintiffs in a wage and hour class action. (See also *Tien v. Tenet Healthcare Corp.* (2012) 209 Cal.App.4th 1077, 1088 ["[T]he reason, if any, that employees might not take their breaks were predominantly individualized questions of fact not susceptible to class treatment."].)

30. Finally, even if a class is certified and Defendant is found liable for the class claims alleged, post-certification risks remain, including a reversal of a favorable judgment for Plaintiffs and decertification of the class. These post-certification risks are demonstrated by *Magadia v. Wal-Mart Associates, Inc.* (9th Cir. 2021) 999 F.3d 668. There, the Ninth Circuit vacated reversed and remanded a $110 million judgement against an employer for, *inter alia*, inaccurately paying overtime, and directed the trial court to enter judgement in favor of the employer. (See also *O'Conner v. Uber Technologies, Inc.* (9th Cir. 2018) 904 F.3d 1087 [decertification of wage and hour misclassification action].)

31. Collectively, the examples cited above illustrate the uncertain nature of class litigation. Consequently, the uncertainty of obtaining certification through a contested motion is a significant risk factor favoring settlement.

32. Although Plaintiffs are confident about the strength of their claims, Plaintiffs nevertheless recognize that Defendant has factual and legal defenses that, if successful, would potentially defeat or impair the value of the lawsuit. Legally, the fast-changing landscape of wage and hour litigation can drastically affect the value of Plaintiffs' claims and, in fact, already has.

33. Plaintiffs and Class Counsel recognize the expense and length of a trial against Defendant through possible appeals, which could take another three years. In arriving at their informed belief that the present settlement is fair and adequate, Class Counsel accounted for the uncertain outcome and risk inherent in complex actions such as this one. Class Counsel is also mindful of and recognize the inherent problems of proof under, and alleged defenses to, the claims asserted in the litigation. Moreover, post-trial motions and appeals would have been inevitable. Costs would have mounted, and recovery would have been delayed if not denied, thereby reducing the benefits of an ultimate victory. Plaintiffs and Class Counsel believe that the Settlement confers substantial monetary and non-monetary benefits upon

the Class. Based upon their evaluation, Plaintiffs and Class Counsel have determined that the Settlement set forth in the Agreement is in the best interest of the Class, is fair, reasonable, and adequate, and should be granted final approval.

F. <u>The Gross Settlement Amount is Fair and Reasonable</u>

34. The Gross Settlement Amount of Five Hundred Thousand Dollars and Zero Cents ($500,000.00) in this case is fair and well within the range of recognized reasonableness. As detailed at the time of preliminary approval, the Gross Settlement Amount is fair and reasonable considering the nature and magnitude of the claims being settled and the various potential impediments to recovery. As detailed in greater depth during the preliminary approval process, Class Counsel projected a range of Defendant's liability exposure for the claims asserted on behalf of the Participating Class Members.

35. Clearly the goal of this litigation to obtain redress for the class has been met by this Settlement. Given the amount of the Settlement, the risks of litigation and the arm's length negotiations between experienced counsel, the settlement is entitled to final approval.

IV. <u>THE PENALTIES UNDER PAGA ARE REASONABLE</u>

36. Here, Plaintiffs and Defendant negotiated a good faith PAGA Payment in the amount of $20,000 which is 4% of the Gross Settlement Amount. As illustrated above, this amount falls well within the range of approved PAGA Payments. Sixty-five percent (65%) of the PAGA Payment ($13,000.00) will be paid to the LWDA with the remaining thirty-five percent (35%) of the PAGA Payment ($7,000.00) to be distributed to the PAGA Members, which is within the range of PAGA penalties approved by courts and should be approved. The Settlement Administrator estimates that PAGA Members will receive an average Individual Settlement Payment of **$44.30** and a high payment of $94.10 for their Portion of the PAGA Payment. (Apex Dec., ¶ 18.)

37. Further, on April 24, 2026, Class Counsel gave the LWDA notice of this Settlement and proposed allocation by filing a copy of the Settlement and the Motion for Preliminary Approval with the LWDA. On August 18, 2026, Plaintiff gave the LWDA notice of this motion seeking final approval of this settlement. By not registering an objection with either Class Counsel or the Court, the LWDA has accepted and approved of the proposed PAGA Payment.

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V. CLASS COUNSEL'S REQUEST FOR FEES AND COSTS

38. As part of the settlement, the parties agreed to a payment of attorneys' fees in the amount of one-third of the Gross Settlement Amount ($166,666.66) and reimbursement costs and expenses associated with the litigation and settlement, in an amount of up to $30,000.00. The requested attorneys' fees equal to one-third of the Gross Settlement Amount is fair compensation and, respectfully, should be approved. Class Counsel undertook complex, risky, and time-consuming wage and hour litigation on a contingent basis. The attorneys' fees are within the historically recognized range attorneys' fees awarded in common fund class action settlements – between 25% and 50% – and are supported by Class Counsel's lodestar cross-check with a reasonable .91 multiplier. That is well-below the 2.13 multiplier approved by the Supreme Court in *Laffitte v. Robert Half International, Inc.* (2016) 1 Cal.5th 480, with additional work to be performed, and within the recognized multiplier range of between 2 and 4[1]. Thus, the reasonableness of the requested attorneys' fees is confirmed by reference to the lodestar with a reasonable multiplier with significant additional work still to be performed.

39. The Agreement provides for payment of the Class Counsel's Fees and Costs from the common fund. Accordingly, it is well within the Court's discretion to award fees to Class Counsel under the common fund doctrine. Class Counsel requests attorneys' fees in the amount of $166,666.66, representing one-third of the Gross Settlement Amount. Class Counsel's request is consistent with many fee awards in similar wage and hour class actions. Moreover, the requested attorneys' fees are in the middle of historically recognized range of attorneys' fees awarded in common fund settlements.

40. The attorneys' fees request should be awarded based upon the Gross Settlement Amount in accordance with *Laffitte*, i.e., percentage of the fund with a lodestar cross check. As explained below, the reasonableness of the requested $166,666.66 attorneys' fees is further supported by the lodestar cross-check.

A. Class Counsels' Lodestar Supports the Requested Attorneys' Fees

41. Class Counsels' lodestar to date is $182,788.00 ***exclusive of costs***, with significant work remaining.

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[1] See *Laffitte*, *supra*, 1 Cal. 5th at 487 (approving 1/3 fee award with 2 multiplier); *Wershba v. Apple Computer*, 91 Cal. App. 4th 224, 255 (2001) ("multipliers can range from 2 to 4 or even higher."); *In re Sutter Health Uninsured Pricing Cases*,171 Cal.App.4th 495, 512 (2009) (affirming multiplier of 2.52 as "fair and reasonable); *Chavez v. Netflix, Inc.*, 162 Cal.App.4th 43, 66 (2008) (affirming multiplier of 2.53 as well within the approved range of 2 to 4).

42. Because the Settlement in this case is a pure common fund case, and the percentage of the fund is the comparable marketplace for fee awards in common fund cases, *Laffitte* supports an award based upon the percentage of the common fund. Moreover, Class Counsel's lodestar supports the requested attorneys' fees with a multiplier well within the recognized range reasonableness, and in fact, below what the California Supreme Court approved in *Laffitte.*

43. Although no rigid formula applies, an analysis of each of the following "basic factors" that California courts typically consider further supports the reasonableness of a fee request: (1) the result class counsel obtained; (2) the time and labor required of the attorneys; (3) the contingent nature of the case and the delay in payment to class counsel; (4) the extent to which the nature of the litigation precluded other employment by class counsel; (5) the experience, reputation, and ability of the attorneys who performed the services, the skill they displayed in the litigation, and the novelty, complexity and difficulty of the case; and (6) the informed consent of the clients to the fee agreement. (*Serrano v. Priest*, 20 Cal. 3d 25, 49 (1977); *Dunk v. Ford Motor Co.,* 48 Cal.App.4th at 1810 n.2.). Those factors support Class Counsel's request and are addressed in more detail in Counsel's declarations submitted concurrently herewith. In short: (1) Considering the issues presented in the case, the Gross Settlement Amount of Five Hundred Thousand Dollars and Zero Cents ($500,000.00), is an excellent result for the Settlement Class, (2) Collectively, Class Counsel worked hard on this case and expended approximately 294.2 hours in the prosecution of this litigation in the nearly 2 years since it was filed for a total lodestar of $182,788.00, (3) Class Counsel undertook this litigation on a contingent-fee basis, assuming a significant risk that the litigation would yield no recovery after many years of work, (4) Class Counsel negotiated a one-third contingency fee arrangement, which is a reasonable arrangement to obtain competent counsel in the marketplace for representation in wage and hour class actions of this nature, and it is only equitable that Settlement Class who share in the excellent results achieved by this Settlement bear his/her pro rata share of the attorney's fees award to Class Counsel, (5) Class Counsel possesses significant experience litigating complex wage and hour class actions and the way this Settlement was achieved is demonstrative of the highly efficient way this litigation was managed and resolved (See Class Counsel's declarations for a detailed outline of their skills and experience), and (6) Settlement Class Counsel's hourly rates, which are set forth in the concurrently filed declarations of

Jean-Claude Lapuyade, Esq., Shani Zakay, Esq., Kenneth Seligson, Esq., and Heather Davis, Esq., are well within the range of rates billed by comparable attorneys in this market and reasonably compare with rates approved by other trial courts in wage and hour class action litigation.

B. Class Counsel's Costs

44. As of the date of this filing, Class Counsel has expended a total of $28,134.15 ($9,367.98 for JCL Law Firm APC, $4,046.04 for Zakay Law Group, APLC, $3,842.04 Seligson Law P.C., and $10,878.09 for Protection Law Group) in prosecuting this action. All of Class Counsel's out-of-pocket expenses are the types of expenses normally charged to paying clients including the following: filing fees; copying; postage; mediation fees; and expert costs, which were all incurred during, and were necessary for the successful prosecution of, the litigation and, therefore, should be reimbursed. True and correct copy of the Transaction Reports evidencing the litigation costs incurred by Class Counsel are attached to the declarations of Jean-Claude Lapuyade, Esq., Shani Zakay, Esq., Kenneth Seligson, Esq., and Heather Davis, Esq., filed concurrently herewith.

C. Plaintiff's Service Award Is Reasonable and Should be Approved

45. As a preliminary matter, Plaintiffs granted Defendant a broad and general release of all claims arising from his employment. In exchange, the Plaintiffs' Class Representative Enhancement Payments are, in part, intended to compensate Plaintiffs for executing this general release. This release is far broader than the release that binds the remainder of the Settlement Class.

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46. Regarding the amount of the requested award, courts frequently approved awards of $10,000.00 or more. (See *In re Cellphone*, 186 Cal.App.4th 1380.) The amount of the requested Class Representative Enhancement Payments to each Plaintiff for $10,000.00 is reasonable by reference to the amounts that California courts (both federal and state) have repeatedly awarded in similar class action settlements. Further, the unanimous consent by the Class Members favors the Court's approval of the requested Class Representative Enhancement Payments. Equally important, the time, effort, and services provided to the Settlement Class justifies the requested Class Representative Enhancement Payments. The Class Representatives performed their duties to the Class admirably. Plaintiffs' work is summarized in their declarations filed concurrently herewith. Plaintiffs assumed the serious risk of liability for Defendant's costs and potentially fees if the case was unsuccessful. Nevertheless, Plaintiffs knowingly and voluntarily undertook the risk to vindicate the rights of the Settlement Class.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 19th day of August 2026, at San Diego, California.

JCL LAW FIRM, APC

By: Sydney Castillo-Johnson
Sydney Castillo-Johnson, Esq.
Attorney for PLAINTIFF

EXHIBIT 1

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF IMPERIAL

JESUS RIOS, an individual(s), on behalf of himself 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.: ECU0039002 **JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT**

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT

This Joint Stipulation of Class Action and PAGA Settlement is entered into by and between Plaintiffs Jesus Rios and Emilo Castro Ortega, individually and on behalf of the Class and Defendant RMP Supply Trim, Inc.

DEFINITIONS

1. "Agreement" or "Settlement Agreement" means this Joint Stipulation of Class Action and PAGA Settlement.

2. "Actions" means the court actions, entitled *Rios v. RMP Supply Trim, Inc*. Imperial County Superior Court Case No. ECU0039002, and *Ortega v. RMP Supply Trim, Inc.*, Los Angeles County Superior Court Case No. 25STCV02983.

3. "Class Counsel" means Protection Law Group, LLP, Seligson Law P.C., JCL Law Firm, APC, and Zakay Law Group APLC.

4. "Class Counsel's Fees and Costs" means attorneys' fees for Class Counsel's litigation and resolution of the Actions and their expenses and costs incurred in connection with the Action, which shall be paid from the Gross Settlement Amount. Class Counsel will request attorneys' fees not to exceed one-third (1/3) of the Gross Settlement Amount, i.e. One Hundred and Sixty-Six Thousand Six Hundred and Sixty-Six Dollars and Sixty-Six Cents ($166,666.66) and the reimbursement costs and expenses associated with the litigation and settlement of the Action, not to exceed Thirty Thousand Dollars ($30,000.00), subject to the Court's approval. Defendant has agreed not to oppose Class Counsel's request for fees and reimbursement of costs and expenses in the amount set forth above.

5. "Class List" means a complete list of all Class Members that Defendant will diligently and in good faith compile from their records and provide to the Settlement Administrator within fourteen (14) days after Preliminary Approval of this Settlement. The Class List will be formatted in a readable Microsoft Office Excel spreadsheet and will include Class Member's: (1) full name; (2) last known home address; (3) last known telephone number; (4) social security number; (5) total Workweeks worked by each Class Member during the Class Period; (6) total pay

periods worked by each PAGA Member during the PAGA Period; and (7) any other information required by the Settlement Administrator in order to effectuate the terms of the Settlement.

6. “Class” or “Class Members” means all current and former non-exempt employees of Defendant that worked in the State of California at any time during the Class Period.

7. “Class Period” means the period from January 8, 2021, through December 10, 2025.

8. “Class Representatives” means Plaintiffs Jesus Rios and Emilio Castro Ortega in their capacity as representatives of the Participating Class Members.

9. “Class Representative Enhancement Payment” means the amount that the Court authorizes to be paid to Plaintiffs, in addition to their Individual Settlement Payments, in recognition of the efforts and risks they have taken in assisting with the prosecution of the Actions and in exchange for the General Release of their claims as provided herein.

10. “Court” means the Superior Court of the State of California for the County of Imperial.

11. “Defendant” means RMP Supply Trim, Inc.

12. “Effective Date” means: the later of: (a) if no timely objections are filed or if all objections are withdrawn, the date upon which the Court enters Final Approval; (b) if an objection is filed and not withdrawn, the date for filing an appeal and no such appeal being filed; or (c) if any timely appeals are filed, the date of the resolution (or withdrawal) of any such appeal in a way that does not alter the terms of the settlement.

13. “Final Approval” means the Court entering an order granting final approval of the Settlement Agreement.

14. “Gross Settlement Amount” means the sum of Five Hundred Thousand Dollars ($500,000.00). The Gross Settlement Amount is non-reversionary; no portion of the Gross Settlement Amount will return to Defendant.

15. “Individual Settlement Payment” means the amount payable from the Net Settlement Amount to each Participating Class Member and any payment a PAGA Member is eligible to receive from the employee portion of the PAGA Payment. Individual Settlement

Payments shall be paid by a Settlement Check made payable to Participating Class Members and/or PAGA Members.

16. "Net Settlement Amount" means the funds available for payments to the Class, which shall be amount remaining after the following amounts are deducted from the Gross Settlement Amount: (1) Class Counsel's fees, (2) Class Counsel's costs, (3) Settlement Administration Costs, (4) Class Representative Enhancement Payments to Plaintiffs; and (5) the PAGA Payment to the LWDA and PAGA Members.

17. "Notice" means the Notice of Class Action Settlement in a form substantially similar to the form attached hereto as Exhibit A, that will be mailed to Class Members' last known addresses and which will provide Class Members with information regarding the Actions and information regarding the settlement of the Action.

18. "PAGA" means the California Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*, "PAGA").

19. "PAGA Payment" means the amount that the Parties have agreed to allocate in order to settle claims arising under the Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, et seq.) ("PAGA"). The Parties have agreed that Twenty Thousand Dollars ($20,000.00) of the Gross Settlement Amount will be allocated to the resolution of Plaintiffs' PAGA Claims. Sixty-Five Percent (65%) of this amount ($13,000.00) will be paid to the California Labor and Workforce Development Agency in accordance with Labor Code §§ 2698 *et seq*. Thirty-Five Percent (35%) of this amount ($7,000.00), will be distributed to PAGA Members. PAGA Members will receive payment from the employee portion of the PAGA Payment regardless of their decision to participate in the class action if the PAGA Payment is approved by the Court.

20. "PAGA Pay Period" means any pay period during which a PAGA Member worked for Defendant for at least one day during the PAGA Period.

21. "PAGA Period" means the period from October 23, 2023, through December 10, 2025.

22. "PAGA Members" means all current and former non-exempt employees of Defendant that worked in the state of California at any time during the PAGA Period.

23. “Parties” means Plaintiffs and Defendant, collectively, and “Party” shall mean either Plaintiffs or Defendant, individually.

24. “Participating Class Members” means all Class Members who do not submit valid and timely Requests for Exclusion.

25. “Plaintiffs” means Jesus Rios and Emilio Castro Ortega.

26. “Preliminary Approval” means the Court order granting preliminary approval of the Settlement Agreement.

27. “Objection” means a Participating Class Member’s valid and timely written objection to the Settlement Agreement. For an Objection to be valid, it must include: (a) the objector’s full name, address, telephone number, last four digits of the employees social security number or employee ID number and (b) the name of the case and case number; and (c) a written statement of all grounds for the objection accompanied by legal support, if any, for such objection.

28. “Released Class Claims” means 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.

29. “Released PAGA Claims” means 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’s 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 *Rios* 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).

30. "Released Parties" means Defendant RMP Supply Trim, 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.

31. "Request for Exclusion" means a valid and timely written statement submitted by a Class Member requesting to be excluded from the Action. To be effective, the Request for Exclusion must contain (a) the Class Member's name, address, telephone number, and the last four digits of the Class Member's Social Security number and/or the Employee ID number and (b) a clear statement requesting to be excluded from the settlement of the class claims. To be effective, the Request for Exclusion must be post-marked by the Response Deadline and received by the Settlement Administrator. The Request for Exclusion shall not be effective as to the release of claims arising under the Private Attorneys General Act.

32. "Response Deadline" means the date forty-five (45) days after the Settlement Administrator mails Notice to Class Members and the last date on which Class Members may submit Requests for Exclusion, written objections to the Settlement, or Workweek Disputes. In the event the 45th day falls on a Sunday or Federal holiday, the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response Deadline for Requests for Exclusion, written objections, or workweek disputes, will be extended fifteen (15) days for any Class Member who is re-mailed a Notice by the Settlement Administrator, unless the 15th day falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response Deadline may also be extended by express agreement between Class Counsel and Defendant. Under no circumstances, however, will the Settlement Administrator have the authority to unilaterally extend the Response Deadline.

33. "Settlement" means the disposition of the Actions pursuant to this Agreement.

34. “Settlement Administrator” means Apex Class Action, LLC. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

35. “Settlement Administration Costs” mean the costs payable from the Gross Settlement Amount to the Settlement Administrator for administering this Settlement, including, but not limited to, printing, distributing, and tracking documents for this Settlement, calculating/confirming the class member Workweeks from the information contained in the Class List, calculating each Participating Class Member’s Individual Settlement Payment, tax reporting, distributing the Gross Settlement Amount, providing necessary reports and declarations, and other duties and responsibilities set forth herein to process this Settlement, and as requested by the Parties. Settlement Administration Costs shall not exceed Seven Thousand Three Hundred and Seventy-Five Dollars ($7,375.00)

36. “Workweek” shall mean any workweek (i.e., a workweek beginning on Monday and ending on Sunday) in which a Class Member worked at least 1 day for Defendant.

TERMS OF AGREEMENT

37. Filing of Stipulation to File FAC: The parties shall file a stipulation to permit the filing of a First Amended Complaint in the *Rios* Action adding Plaintiff Ortega as a named class and PAGA Representative as part of this action and to add any additional allegations alleged in the Ortega Action, Los Angeles Superior Court Case No. 25STCV02983 to this Action. Twenty (20) calendar days after the Court in the *Rios* Action signs the stipulation and *Rios* files the First Amended Complaint in the *Rios* Action, Ortega will request that the Court dismiss the *Ortega* Action without prejudice. Ortega will not dismiss the *Ortega* Action unless and until Rios files the First Amended Complaint in the *Rios* Action and it is accepted by the Court.

38. Settlement Consideration: Defendant shall fund the Gross Settlement Amount and all applicable employer-side payroll taxes following Final Approval by the Court and the occurrence of the Effective Date. The following will be paid out of the Gross Settlement Amount: the sum of the Individual Settlement Payments, the Class Representative Enhancement Payments, Class Counsel’s Fees and Costs, the PAGA Payment, and the Settlement Administration Costs, as

specified in this Agreement. Except for any employer-side taxes due on the Individual Settlement Payments, or as a result of an increase in the number of workweeks as set forth below, Defendant shall not be required to pay more than the Gross Settlement Amount. The Gross Settlement Amount is non-reversionary; no portion of the Gross Settlement Amount will revert to Defendant.

39. Potential Increase to the Gross Settlement Amount: Defendant has represented there are approximately 13,842 Workweeks worked by the Class Members during the Class Period. Should the actual number of Workweeks in the Class Period increase by more than ten percent (10%) (i.e. by more than 1,384 Workweeks) Defendant shall increase the Gross Settlement Amount on a *pro-rata* basis equal to the percentage increase in the number of Workweeks worked by the Class Members above 10%. For example, if the number of Workweeks increases by 11%, the Gross Settlement Amount will increase by 1%. In the event this provision is triggered, the Parties shall advise the Court of the revised settlement terms and obtain an order granting approval of the revised terms prior to sending Notice to the proposed settlement class.

40. Funding of the Gross Settlement Amount: Within thirty (30) days of the Effective Date of the Settlement, Defendant will deposit the Gross Settlement Amount and all applicable employer-side payroll taxes into a Qualified Settlement Fund ("QSF") to be established by the Settlement Administrator. Defendant shall provide all information necessary for the Settlement Administrator to calculate necessary payroll taxes including its official name, 8 digit state unemployment insurance tax ID number, and other information requested by the Settlement Administrator, no later than seven (7) days of the Effective Date.

41. Distribution of the Gross Settlement Amount: Within fourteen (14) days of funding of the Settlement, the Settlement Administrator will issue payments for: (a) Individual Settlement Payments; (b) the PAGA Payment to the Labor and Workforce Development Agency; (c) the Class Representative Enhancement Payments; (d) Class Counsel's Fees and Costs; and (e) Settlement Administration Costs.

42. Attorneys' Fees and Costs: Defendant agrees not to oppose any application or motion by Class Counsel for attorneys' fees of not more than one third (1/3) of the Gross Settlement Amount—i.e. One Hundred and Sixty-Six Thousand Six Hundred Dollars and Sixty-

Six Cents ($166,666.66) plus the reimbursement of costs and expenses associated with the litigation and settlement of the Action, in an amount not to exceed Thirty Thousand Dollars ($30,000.00), both of which will be paid from the Gross Settlement Amount. Any portion of the requested fees or costs that is not awarded to the Class Counsel shall be reallocated to the Net Settlement Amount and distributed to Participating Class Members as provided in this Agreement.

43. Class Representative Enhancement Payment: Defendant agrees not to oppose or object to any application or motion by Plaintiffs for Class Representative Enhancement Payments of Ten Thousand Dollars ($10,000) each for Plaintiffs Rios and Ortega. The Class Representative Enhancement Payments are in exchange for the General Release of the Plaintiffs' individual claims and for their time, effort and risk in bringing and prosecuting the Action. Any portion of the requested Class Representative Enhancement Payments that is not awarded to the Class Representatives shall be reallocated to the Net Settlement Amount and distributed to Participating Class Members as provided in this Agreement.

44. Settlement Administration Costs: The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments from the Gross Settlement Amount as further set forth in this Agreement. Settlement Administration Costs shall not exceed Seven Thousand Three Hundred and Seventy-Five Dollars ($7,375.00)

45. PAGA Payment: Twenty Thousand Dollars ($20,000.00) shall be allocated from the Gross Settlement Amount for settlement of claims for civil penalties under the PAGA. The Settlement Administrator shall pay sixty-five percent (65%) of the PAGA Payment, i.e. Thirteen Thousand Dollars ($13,000.00), to the California Labor and Workforce Development Agency ("LWDA"). The remaining thirty-five percent (35%) i.e. Seven Thousand Dollars ($7,000.00), will be distributed to PAGA Members on a *pro rata* basis based on the total number of Workweeks worked by each PAGA Member during the PAGA Period. PAGA Members shall receive their portion of the PAGA Payment regardless of their decision to opt-out of the class settlement.

46. Net Settlement Amount for Payment of Class Claims: The Net Settlement Amount will be used to satisfy the class portion of Participating Class Members Individual Settlement

Payments in accordance with the terms of this Agreement. The estimated Net Settlement Amount is as follows:

Gross Settlement Amount	$	500,000.00
Enhancement Payments:	$	20,000.00
Class Counsel's Fees:	$	166,666.66
Class Counsel's Costs:	$	30,000.00
PAGA Payment	$	20,000.00
Settlement Administration Costs:	$	7,375.00
Estimated Net Settlement Amount	$	255,958.34

47. Individual Settlement Payment Calculations: Individual Settlement Payments will be paid from the Net Settlement Amount and the 35% portion of the PAGA Payment allocated for PAGA Members and shall be paid pursuant to the formula set forth herein:

a) Calculation of Class Portion of Individual Settlement Payments: The Settlement Administrator will calculate the total Workweeks for all Participating Class Members by adding the number of Workweeks worked by each Participating Class Member during the Class Period. The respective Workweeks for each Participating Class Member will be divided by the total Workweeks for all Participating Class Members, resulting in the Payment Ratio for each Participating Class Member. Each Participating Class Member's Payment Ratio will then be multiplied by the Net Settlement Amount to calculate each Participating Class Member's estimated share of the Net Settlement Amount.

b) Calculation of PAGA Portion of Individual Settlement Payments: The Settlement Administrator will calculate the Pay Periods for all PAGA Members by adding the number of PAGA Pay Periods worked by each PAGA Member during the PAGA Period. The respective PAGA Pay Periods for each PAGA Member will be divided by the total Pay Periods for all PAGA Members, resulting in the Payment Ratio for each PAGA Member. Each PAGA Member's Payment Ratio will then be multiplied by the employee portion of the PAGA Payment to calculate each PAGA Member's estimated share of the PAGA Payment. PAGA Members shall receive this portion of their Individual Settlement Payment regardless of whether they opt out of the participation regarding the class claims.

c) <u>Allocation of Individual Settlement Payments:</u> The Class Portion of each Individual Settlement Payments will be allocated as follows: twenty percent (20%) of each Individual Settlement Payment will be allocated as wages, forty percent (40%) shall be allocated as interest, and forty percent (40%) shall be allocated as penalties. The PAGA Portion of each Individual Settlement Payment will be allocated 100% as Penalties. The portion of the Individual Settlement Payment allocated to wages will be reported by the Settlement Administrator on an IRS Form W-2. The remaining non-wage payments will be reported on an IRS Form-1099 by the Settlement Administrator.

48. <u>No Credit Toward Benefit Plans</u>: The Individual Settlement Payments made to Participating Class Members under this Settlement, as well as any other payments made pursuant to this Settlement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members 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 Class Members may be entitled under any benefit plans.

49. <u>Settlement Administration Process</u>: 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 Individual Settlement Payment each Participating Class Member is eligible to receive and the portion of the PAGA Payment each PAGA Member shall receive.

c) Print and mail the Notice.

d) Conduct additional address searches for mailed Notices that are returned as undeliverable.

e) Process Requests for Exclusion, field inquiries from Class Members,

f) Print and issue and issue Settlement Payment Checks, prepare IRS W2 and 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 Notice from English to Spanish

50. <u>Delivery of the Class List</u>: Within fourteen (14) days of Preliminary Approval, Defendant will provide the Class List to the Settlement Administrator. This is a material term of the Agreement, and if Defendant fails to comply, Plaintiff shall have the right to void the Agreement.

51. <u>Notice by First-Class U.S. Mail</u>: Within seven (7) days after receiving the Class List from Defendant, the Settlement Administrator will mail the Notice to all Class Members via regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class List.

52. <u>Confirmation of Contact Information in the Class List</u>: 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 Notice returned to the Settlement Administrator as non-deliverable on or before the Response Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on the Notice. 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 and/or Social Security number of the Class Member involved, and will then perform a single re-mailing. If any notice sent to a Class Member by the Settlement Administrator is returned as undeliverable to a current employee, then Defendant shall make all reasonable efforts to obtain the current address from the Class Member and provide the same within seven (7) days of notice from the Settlement Administrator. Those Class Members who receive a re-mailed Notice, whether by skip-trace or by request, will have between the later of (a) an additional fifteen (15) days or (b) the Response Deadline to postmark a Request for Exclusion, written objection, or workweek dispute.

53. Notice: All Class Members will be mailed a Notice. Each Notice will provide: (a) information regarding the nature of the Action; (b) a summary of the Settlement's principal terms; (c) the Class definition; (d) the total number of Workweeks each respective Class Member worked for Defendant during the Class Period; (e) each Class Member's estimated Individual Settlement Payment and the formula for calculating Individual Settlement Payments; (f) the dates which comprise the Class Period; (g) instructions on how to opt-out of and object to the Settlement; (h) the deadlines by which the Class Member must postmark Requests for Exclusion, Objections to the Settlement, or Workweek Disputes; (i) the claims to be released, as set forth herein; and (j) the date for the final approval hearing.

54. Disputed Information on Notice: Class Members will have an opportunity to dispute the information provided in their Notice. To the extent Class Members dispute the number of Workweeks with which they have been credited or the amount of their Individual Settlement Payment, Class Members may produce evidence to the Settlement Administrator showing that such information is inaccurate. Absent evidence rebutting Defendant's records, Defendant's records will be presumed determinative. However, if a Class Member produces evidence to the contrary by the Response Deadline, the Parties will evaluate the evidence submitted by the Class Member regarding the number of eligible Workweeks that should be applied and/or the Individual Settlement Payment to which the Class Member may be entitled. If the Parties and the Class Member do not agree, the dispute will be submitted to the Court.

55. Defective Submissions: If a Class Member's Request for Exclusion is defective as

to the requirements listed herein, that Class Member will be given an opportunity to cure the defect(s). The Settlement Administrator will mail the Class Member a cure letter within three (3) business days of receiving the defective submission to advise the Class Member that his or her submission is defective and that the defect must be cured to render the Request for Exclusion valid. The Class Member will have until the later of (a) the Response Deadline or (b) fifteen (15) days from the date of the cure letter, whichever date is later, to postmark a revised Request for Exclusion. If a Class Member responds to a cure letter by filing a defective claim, then the Settlement Administrator will have no further obligation to give notice of a need to cure. If the revised Request for Exclusion is not postmarked within that period, it will be deemed untimely.

56. <u>Request for Exclusion Procedures</u>: Any Class Member wishing to opt-out from the Class Settlement must sign and postmark a written Request for Exclusion to the Settlement Administrator by the Response Deadline. The Request for Exclusion must include (a) the Class Member's name, address, telephone number, and the last four digits of the Class Member's Social Security number and/or the Employee ID number and (b) a clear statement requesting to be excluded from the settlement of the class claims. The date of the postmark on the return mailing envelope receipt confirmation will be the exclusive means to determine whether a Request for Exclusion has been timely submitted. All Requests for Exclusion will be submitted to the Settlement Administrator, who will certify jointly to Class Counsel and Defendant's Counsel the Requests for Exclusion that were timely submitted. All Class Members who do not request exclusion from the Class Settlement will be bound by all terms of the Settlement Agreement if the Settlement is granted final approval by the Court. The Request for Exclusion shall not be effective as to the release of claims arising under the Private Attorneys General Act.

57. <u>Defendant's Right to Rescind</u>: If ten percent (10%) or more of the Class Members (rounded to the next whole number) elect not to participate in the Settlement, Defendant may, at its election, rescind the Settlement Agreement and all actions taken in furtherance of it will be thereby null and void. Defendant must meet and confer with Class Counsel prior to exercising this right and must make clear their intent to rescind the Agreement within fourteen (14) days of the Settlement Administrator notifying the Parties of these opt-outs. If Defendant exercises its right to

rescind the Agreement, Defendant shall be responsible for all Settlement Administration Costs incurred to the date of rescission.

58. Settlement Terms Bind All Class Members Who Do Not Opt-Out: Upon the Effective Date, any Class Member who does not affirmatively opt-out of the Settlement by submitting a timely and valid Request for Exclusion will be bound by all of its terms, including those pertaining to the Released Class Claims, as well as any Judgment that may be entered by the Court if it grants final approval to the Settlement. Class Members who opt-out of the Settlement shall not be bound by such Judgment or the Class Release. However, the opt-out shall not be effective as to the release of claims arising under the Private Attorneys General Act. The names of Class Members who have opted-out of the settlement shall be disclosed to the Counsel for both Plaintiffs and Defendant and noted in the proposed Judgment submitted to the Court.

59. Objection Procedures: To object to the Settlement, a Participating Class Member must postmark a valid Objection to the Settlement Administrator on or before the Response Deadline. The Objection must be signed by the Participating Class Member and contain all information required by this Settlement Agreement including the employees full name, address, telephone number, the last four digits of their social security number and/or Employee ID number, the name of the case and case number, and the specific reason including any legal grounds for the Participating Class Members objection. The postmark date will be deemed the exclusive means for determining that the Notice of Objection is timely. Participating Class Members who fail to object in the manner specified above will be foreclosed from making a written objection, but shall still have a right to appear at the Final Approval Hearing in order to have their objections heard by the Court. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Participating Class Members to submit written objections to the Settlement or appeal from the Order and Judgment. Class Counsel will not represent any Class Members with respect to any objections to this Settlement.

60. Certification Reports Regarding Individual Settlement Payment Calculations: The Settlement Administrator will provide Defendant's Counsel and Class Counsel a weekly report which certifies: (a) the number of Class Members who have submitted valid Requests for

Exclusion; (b) the number of Notices returned and re-mailed and (c) whether any Class Member has submitted a challenge to any information contained in the Notice. Additionally, the Settlement Administrator will provide to counsel for both Parties any updated reports regarding the administration of the Settlement Agreement as needed or requested.

61. Uncashed Settlement Checks: Any checks issued by the Settlement Administrator to Participating Class Members and PAGA Members will be negotiable for at least one hundred eighty (180) days. If a Participating Class Member or PAGA Member does not cash his or her Settlement Check or PAGA payment check within 180 days, the uncashed funds, subject to Court approval, shall be distributed 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 those Participating Class Members and PAGA Members who did not cash their checks until such time that they claim their property. The Parties agree that this disposition results in no "unpaid residue" under California Civil Procedure Code § 384, as the entire Net Settlement Amount will be paid out to Participating Class Members and the entire 35% portion of the PAGA Payment will be paid out to the PAGA Members, whether or not they all cash their Settlement Checks or PAGA payment checks. Therefore, Defendant will not be required to pay any interest on such amounts. The Individual Settlement Payments provided to Participating Class Members and to PAGA Members shall prominently state the expiration date or a statement that the Settlement Check will expire in one hundred eighty (180) days, or alternatively, such a statement may be made in a letter accompanying the Individual Settlement Payment. Expired Individual Settlement Payments will not be reissued, except for good cause and as mutually agreed by the Parties in writing. The parties agree no unclaimed funds will result from the settlement.

62. Administration of Taxes by the Settlement Administrator: The Settlement Administrator will be responsible for issuing to Plaintiffs, Participating Class Members, PAGA Members, and Class Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to this Settlement. The Settlement Administrator will also be responsible for forwarding all payroll taxes and penalties to the appropriate government authorities.

63. Tax Liability: Defendant makes no representation as to the tax treatment or legal

effect of the payments called for hereunder, and Plaintiffs and Participating Class Members are not relying on any statement, representation, or calculation by Defendant or by the Settlement Administrator in this regard. Plaintiffs and Participating Class Members understand and agree that they will be solely responsible for the payment of any taxes and penalties assessed on the payments described herein. Defendant's share of any employer payroll taxes and other required employer withholdings due on the Individual Settlement Payments, including, but not limited to, Defendant's FICA and FUTA contributions, shall be paid separate and apart from the Gross Settlement Amount.

64. Circular 230 Disclaimer: Each Party to this Agreement (for purposes of this section, the "acknowledging party" and each Party to this Agreement other than the acknowledging party, an "other party") acknowledges and agrees that: (1) no provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department circular 230 (31 CFR part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Agreement, (b) has not entered into this Agreement based upon the recommendation of any other Party or any attorney or advisor to any other Party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or adviser to any other party to avoid any tax penalty that may be imposed on the acknowledging party, and (3) no attorney or adviser to any other Party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

65. 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.

66. Release by Participating Class Members: Upon the funding of the Gross Settlement Amount and all applicable employer-side payroll taxes by Defendant, Participating Class Members shall fully release and discharge the Released Parties from the Released Class Claims that arose during the Class Period. This release shall be binding on all Participating Class Members.

67. Release by the State of California and LWDA: Upon the funding of the Gross Settlement Amount and all applicable employer-side payroll taxes by Defendant, the LWDA and the State of California, through Plaintiff as its agent and/or proxy, shall release and discharge the Released Parties from the Released PAGA Claims that arose during the PAGA Period. The Parties intend for this PAGA settlement to have claim preclusion, issue preclusion, or otherwise bar a representative action if an aggrieved employee were to bring a subsequent claim on behalf of the LWDA based on the same factual predicate as this action and covering the same time period.

68. Release of Additional Claims & Rights by Plaintiff Ortega: Upon the funding of the Gross Settlement Amount and all applicable employer-side payroll taxes by Defendant, Plaintiff Ortega—on behalf of himself only—to the additional following General Release: In consideration of Defendant's promises and agreements as set forth herein, Plaintiff Ortega hereby fully releases the Released Parties from any and all Released Class Claims and Released PAGA Claims and also generally releases and discharges the Released Parties from any and all claims, demands, obligations, causes of action, rights, or liabilities of any kind which have been or could have been asserted by Plaintiff Ortega against Defendant and/or any of the Released Parties, and which arose at any time prior to the execution of this Agreement, 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 Agreement) 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, Plaintiff Ortega waives 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.

This release specifically excludes claims for unemployment insurance, social security, and workers compensation (with the exception of claims arising pursuant to California Labor Code Sections 132(a) and 4553), and any other claims that cannot be waived by law.

69. Neutral Employment Reference: Defendant agrees that it will adopt a neutral reporting policy regarding any future employment references related to Plaintiffs. In the event that any potential or future employers of Plaintiffs request a reference regarding Defendant's employment of Plaintiffs, Defendant shall only provide the requested Plaintiffs' dates of employment and job title. Defendant shall not refer to the Actions or this Settlement.

70. Nullification of Settlement Agreement: In the event that: (a) the Court does not finally approve the Settlement as provided herein; (b) the Court strikes or does not approve any material term of this Settlement Agreement; or (c) the Settlement does not become final as written and agreed to by the Parties for any other reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null and void, all amounts deposited into the QSF will be returned to Defendant, and the Parties shall be returned to their original respective positions. Any order or judgment entered by the Court in furtherance of this Settlement Agreement will likewise be treated as void from the beginning. Should the Court fail to approve this settlement for any reason, the Parties agree that they will meet and confer in an effort to reach a settlement that may be approved by the Court.

71. Preliminary Approval Hearing: Plaintiffs will obtain a hearing before the Court to request Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary Approval Order for: (a) conditional certification of the Class for settlement purposes only, (b) Preliminary Approval of the proposed Settlement Agreement, and (c) setting a date for a Final Approval/Settlement Fairness Hearing. The Preliminary Approval Order will provide for the

Notice to be sent to all Class Members as specified herein. In conjunction with the Preliminary Approval hearing, Plaintiffs will submit this Agreement, which sets forth the terms of the Settlement, and will include the proposed Notice attached as Exhibit A. Defendant agrees that it will not oppose Plaintiffs' motion for Preliminary Approval. Any failure by the Court to fully and completely approve the Agreement as to the Actions will result in this Settlement Agreement and the Memorandum of Understanding entered into by the Parties, and all obligations under this Settlement Agreement and the Memorandum of Understanding being nullified and voided. Plaintiffs shall provide Defendant with a reasonable opportunity to review their motion for Preliminary Approval before it is filed.

72. Final Settlement Approval Hearing and Entry of Judgment: Upon expiration of the deadlines to postmark Requests for Exclusion or objections to the Settlement Agreement, and with the Court's permission, a Final Approval/Settlement Fairness Hearing will be conducted to determine the Final Approval of the Settlement Agreement along with the amounts properly payable for: (a) Individual Settlement Payments; (b) the Attorneys' Fees and Costs; (c) the Class Representative Enhancement Payments; and (d) the Settlement Administration Costs. Class Counsel will be responsible for drafting all documents necessary to obtain Final Approval. Any failure by the Court to fully and completely approve the Settlement Agreement as to all of the Actions, or the entry of any Order by another Court with regard to any of the Actions which has the effect of modifying material terms of this Agreement or preventing the full and complete approval of the Settlement Agreement as written and agreed to by the Parties, will result in this Agreement and all obligations under this Agreement being null and void. Defendant agrees it shall not oppose the granting of the Motion for Final Approval, provided Defendant has not exercised its right to rescind pursuant to the terms of this Agreement. Plaintiffs shall provide Defendant with a reasonable opportunity to review their motion for Final Approval before it is filed.

73. Judgment and Continued Jurisdiction: Upon Final Approval of the Settlement by the Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present the Judgment to the Court for its approval. After entry of the Judgment, the Court will have continuing jurisdiction 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.

74. Exhibits Incorporated by Reference: The terms of this Settlement include the terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein. Any Exhibits to this Settlement are an integral part of the Settlement.

75. Entire Agreement: This Settlement Agreement and any attached Exhibits constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties.

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

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

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

79. California Law Governs: All terms of this Settlement Agreement and Exhibits hereto will be governed by and interpreted according to the laws of the State of California.

80. Execution and Counterparts: This Settlement Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more

counterparts. All executed counterparts and each of them, including facsimile and scanned copies of the signature page, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange among themselves original signed counterparts.

81. Acknowledgement that the Settlement is Fair and Reasonable: The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Actions and have arrived at this Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

82. Invalidity of Any Provision: Before declaring any provision of this Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

83. Waiver of Certain Appeals: The Parties agree to waive appeals and to stipulate to class certification for purposes of this Settlement only; except, however, that either party may appeal any court order that materially alters the Settlement Agreement's terms.

84. Class Action Certification for Settlement Purposes Only: The Parties agree to stipulate to class action certification only for purposes of the Settlement. If, for any reason, the Settlement is not approved, the stipulation to certification will be void. The Parties further agree that certification for purposes of the Settlement is not an admission that class action certification is proper under the standards applied to contested certification motions and that this Agreement will not be admissible in this or any other proceeding as evidence that either: (a) a class action should be certified or (b) Defendant is liable to Plaintiffs or any Class Member, other than according to the Settlement's terms.

85. Non-Admission of Liability: The Parties enter into this Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense and risk of continued litigation. In entering into this Agreement, Defendant does not admit, and specifically denies, it

has violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to their employees. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Defendant of any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Agreement, this Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendant or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local or other applicable law.

86. Captions: The captions and section numbers in this Agreement are inserted for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the provisions of this Agreement.

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

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

89. Mutual Preparation: The Parties have had a full opportunity to negotiate the terms and conditions of this Agreement. Accordingly, this Agreement will not be construed more strictly against one Party than another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

90. Representation By Counsel: The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Agreement, and that this Agreement has been executed with the consent and advice of counsel and reviewed in full. Further, Plaintiffs and Class Counsel warrant and represent that there are no liens on the Agreement.

91. All Terms Subject to Final Court Approval: All amounts and procedures described in this Settlement Agreement herein will be subject to final Court approval.

92. Cooperation and Execution of Necessary Documents: The Parties agree to cooperate to promote participation in the Settlement, and in seeking court approval of the Settlement. The Parties and their counsel agree not to take any action to encourage any Class Members to opt out of and/or object to the Settlement. Defendant agrees not to obtain any settlement agreement waivers, Pick Up Stix agreements or arbitration agreements from any Class Member prior to the funding of the Gross Settlement Amount concerning claims released via this Agreement, or enter into any arbitration agreement with any Class Member that covers the claims released via this Agreement during the Settlement approval process prior to the funding of the Gross Settlement Amount and that the Parties will work in good faith to reach an agreement approved by the Court.

93. Confidentiality: The Parties and their counsel agree to keep the terms of the Settlement confidential until the filing of Plaintiffs' Motion for Preliminary Approval. Plaintiffs, Class Counsel, Defendant and their counsel agree that they will not issue any press releases, initiate any contact with the press, respond to any press inquiry or have any communication with the press about the amount or terms of the Settlement Agreement. Nothing in this Settlement Agreement shall limit Defendant's ability to fulfill disclosure obligations reasonably required by law or in furtherance of business purposes, including the fulfillment of obligations stated in this Settlement Agreement or limit Class Counsel's communications with the Class Members in furtherance of approval of this Settlement.

94. Binding Agreement: The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement Agreement will be

fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any settlement confidentiality provisions that otherwise might apply under federal or state law.

[SIGNATURES ON FOLLOWING PAGE]

Dated: 02/18/2026

PLAINTIFF

By: Jesus A. Rios (Feb 18, 2026 15:14:54 PST)
Jesus Rios

Dated: 2/19/2026

PLAINTIFF

By: Firmado por: A824E29DB1C140F...
Emilio Castro Ortega

Dated: 2/13/2026

DEFENDANT

RMP SUPPLY TRIM, INC.

By: Signed by: Cody Firks E842EE107F6049F...

Name: Cody Firks

Title: CFO

APPROVED AS TO FORM

Dated: 2/19/2026

PROTECTION LAW GROUP, LLP.

By:
Heather Davis, Esq.
Amir Nayebdadash, Esq.
Attorneys for Plaintiffs

Dated: ______________

SELIGSON LAW P.C.

By:
Kenneth Seligson.
Attorneys for Plaintiffs

Dated: 02/19/2026

JCL LAW FIRM APC.

By: ______________________

Jean-Claude Lapuyade, Esq.
Attorneys for Plaintiffs

Dated: February 19, 2026

ZAKAY LAW GROUP, APLC

By: ______________________

Shani Zakay, Esq.
Attorneys for Plaintiffs

Dated: February 13, 2026

MEDINA McKELVEY LLP

By: ______________________

Alex Medina, Esq.
Eric Lloyd, Esq.
Christa Hall, Esq.
Attorneys for Defendant

EXHIBIT A

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 ___________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 [DATE OF PRELIMINARY APPROVAL], 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 _________. 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 XXX workweeks during the Class Period. The Class Portion of your Individual Settlement Payment is $XXX.XX. 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 XXX workweeks during the PAGA Period. The PAGA Portion of your Individual Settlement Payment is $XXX.XX.

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 [DATE]. 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:

[Settlement Administrator]
[Address]
[Telephone No].

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 [DATE]. You cannot exclude yourself by phone.

[Settlement Administrator]
[Address]
[Telephone No.

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

SELIGSON LAW P.C.
Kenneth Seligson
2219 Main Street, Suite
Santa Monica, California 90405
Telephone: (213) 293-6692

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

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 [DATE]. 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 [DATE] 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 _______ a.m./p.m. on [______________, 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 is 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.__________com

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 _______________ 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

EXHIBIT 2

HEATHER DAVIS, SBN 239372
heather@protectionlawgroup.com
D. Luke Clapp, SBN 306040
luke@protectionlawgroup.com
PROTECTION LAW GROUP, LLP
149 Sheldon Street
El Segundo, California 90245
Telephone: (424) 290-3095
Facsimile: (866) 264-7880

Attorneys for Plaintiff Ortega

Additional Counsel on Following 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: ~~ECU0039002~~ ECU003902

~~[PROPOSED]~~ ORDER GRANTING MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

JCL LAW FIRM, APC
Jean-Claude Lapuyade (State Bar #248676)
Sydney Castillo Johnson (State Bar #343881)
Perssia Razma (State Bar #351398)
John L. Nitti (State Bar #330752)
Carolina Faccin (State Bar #340855)
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~~[PROPOSED]~~ ORDER

The Motion of Plaintiffs Jesus Rios and Emilio Castro Ortega ("Plaintiffs") for Preliminary Approval of Class Action and PAGA Settlement ("Motion") came on regularly for hearing before this Court. The Court, having considered the proposed Joint Stipulation of Class Action and PAGA Settlement attached as **Exhibit 2** to the Declaration of Heather Davis, ("Settlement Agreement" or "Settlement"), filed concurrently with the Motion and the declaration itself, having considered Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement, memorandum of points and authorities in support thereof, and other supporting documents; and good cause appearing, HEREBY ORDERS THE FOLLOWING:

1. The Court GRANTS preliminary approval of the class action settlement as set forth in the Settlement Agreement and finds its terms to be within the range of reasonableness of a settlement that ultimately could be granted approval by the Court at a Final Approval hearing. All terms used herein shall have the same meaning as defined in the Settlement Agreement. For purposes of the Settlement only, the Court finds that the proposed Class is ascertainable and that there is a sufficiently well-defined community of interest among the members of the Class in questions of law and fact. Therefore, for settlement purposes only, the Court grants conditional certification of the following settlement Class:

> All current and former non-exempt employees of Defendant RMP Supply Trim, Inc. ("Defendant") who worked in the State of California at any time between January 8, 2021, and December 10, 2025.

2. For purposes of the Settlement only, the Court designates Plaintiffs as the Class Representatives, and designates Protection Law Group, LLP, JCL Law Firm, APC, Zakay Law Group, APLC, and Seligson Law P.C. as Class Counsel.

3. The Court designates Apex Class Action, LLC as the third-party Settlement Administrator.

4. The parties are ordered to implement the Settlement according to the terms of the Settlement Agreement.

5. The Court approves, as to form and content, the proposed Notice of Proposed Class Action Settlement and Final Approval Hearing ("Notice of Settlement") attached as **Exhibit A** to the Settlement.

6. The Court finds that the form of notice to the Class regarding the pendency of the action and of the Settlement, the dates selected for mailing and distribution, and the methods of giving notice to members of the Class, satisfy the requirements of due process, constitute the best notice practicable under the circumstances, and constitute valid, due, and sufficient notice to all members of the Class. The form and method of giving notice complies fully with the requirements of California Code of Civil Procedure §382, California Civil Code §1781, California Rules of Court §§3.766 and 3.769, the California and United States Constitutions, and other applicable law.

7. The Court further approves the procedures for Class Members to opt-out of or object to the Settlement, as set forth in the Notice of Settlement and the Settlement Agreement. The procedures and requirements for filing objections in connection with the Final Approval hearing are intended to ensure the efficient administration of justice and the orderly presentation of any Class Member's objection to the Settlement, in accordance with the due process rights of all Class Members.

8. The Court directs the Settlement Administrator to mail the Notice of Settlement to the members of the Class in accordance with the terms of the Settlement.

9. The Notice of Settlement shall provide 45 days' notice for Class Members to submit disputes, opt-out of, or object to the Settlement.

10. The hearing on Plaintiffs' Motion for Final Approval of Settlement on the question of whether the Settlement should be finally approved as fair, reasonable, and adequate is scheduled in Department 5 of the above-captioned Court located at 939 Main Street, El Centro CA 92243, on September 15, 2026 at 8:30 a.m.~~/p.m.~~

11. At the Final Approval hearing, the Court will consider: (a) whether the Settlement should be approved as fair, reasonable, and adequate for the Class; (b) whether a judgment granting final approval of the Settlement should be entered; and (c) whether Plaintiffs' application for

service and release awards, settlement administration costs, and Class Counsel's attorney's fees and costs, should be granted.

12. Counsel for Plaintiffs shall file memoranda, declarations, or other statements and materials in support of their request for final approval of Plaintiffs' application for service and release awards, settlement administration costs, Class Counsel's attorneys' fees and costs, prior to the hearing on Plaintiffs' Motion for Final Approval of Settlement according to the time limits set by the Code of Civil Procedure and the California Rules of Court.

13. An implementation schedule is below:

Event	**Date**
Defendants to provide class contact information to Settlement Administrator no later than:	[14 days following preliminary approval]
Settlement Administrator to mail the Notice of Settlement to the Class no later than:	[7 days following provision of contact information]
Deadline for Class Members to submit disputes, request exclusion from, or object to the Settlement:	[45 days after mailing of the Notice of Settlement]
Deadline for Plaintiffs to file Motion for Final Approval of Class Action Settlement:	____________________ [16 court days before the Final Approval Hearing]
Hearing on Motion for Final Approval of Settlement (suggested date September 15, 2026)	09/15/2026 at 8:30 am

14. Pending the Final Approval hearing, all proceedings in this action, other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this Order, are stayed. To facilitate administration of the Settlement pending final approval, the Court

hereby enjoins Plaintiffs and all members of the Class from filing or prosecuting any claims, or suits regarding claims released by the Settlement, unless and until such Class Members have filed valid Requests for Exclusion with the Settlement Administrator.

15. Counsel for the parties are hereby authorized to utilize all reasonable procedures in connection with the administration of the Settlement which are not materially inconsistent with either this Order or the terms of the Settlement.

IT IS SO ORDERED.

DATED: 05/20/2026 By: ______________________
JUDGE OF THE SUPERIOR COURT

EXHIBIT 3

Outlook

Thank you for your Proposed Settlement Submission

From no-reply@formassembly.com <no-reply@formassembly.com>
Date Fri 4/24/2026 9:35 AM
To Luke Clapp <luke@protectionlawgroup.com>

04/24/2026 09:35:23 AM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

On 04/24/2026 09:35:23 AM your Proposed Settlement was successfully processed for case number LWDA-CM-1057797-24

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT 4