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**FILED**

09/29/2026

SUPERIOR COURT
COUNTY OF IMPERIAL
CLERK OF THE COURT
BY Michelle Urena, DEPUTY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**IN AND FOR THE COUNTY OF IMPERIAL**

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|---|---|
| JESUS RIOS and EMILIO CASTRO ORTEGA individually on behalf of themselves and on behalf of all persons similarly situated,<br><br>Plaintiffs,<br><br>v.<br><br>RMP SUPPLY TRIM, INC., a California Corporation; and DOES 1-50, Inclusive,<br><br>Defendants. | Case No. ECU003902<br><br>~~[PROPOSED]~~ **JUDGMENT**<br><br>Date: September 15, 2026<br>Time: 8:30 a.m.<br><br>Judge: Hon. Jeffrey B. Jones<br>Dept.: 5 |

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Plaintiffs' motion for an order finally approving the Joint Stipulation of Class Action and PAGA Settlement ("Agreement") and Motion for Class Counsel's Fees and Costs, and Class Representative Enhancement Payments duly came on for hearing on September 15, 2026, before the above-entitled Court. The parties having settled this action and the Court having entered an Order Granting Motion for Final Approval of Class Action and PAGA Settlement and good cause appearing therefore:

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

1. The certification of the Class is confirmed for the purposes of settlement. The Class is defined as "all current and former non-exempt employee of Defendant that worked in the State of California at any time from January 8, 2021, through December 10, 2025 (the "Class Period")."

2. All persons who meet the foregoing definition are members of the Participating Class Members, except for those individuals who filed a valid request for exclusion ("opt out") from the Class. There were two (2) requests for exclusion by Shane D. Aflague and Shima Firoozmand.

3. Except as set forth in the Agreement, the Order Granting Motion for Final Approval of Class Action and PAGA Settlement and this Final Judgment, Plaintiffs, and all members of the Class, shall take nothing in the Action. Each party shall bear its own attorneys' fees and costs, except as otherwise provided in the Agreement, the Order Granting Motion for Final Approval of Class Action and PAGA Settlement and in this Final Judgment.

4. The Court shall retain jurisdiction to construe, interpret, implement, and enforce the Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with the distribution of settlement benefits.

5. As of the date the Defendant funds the Gross Settlement Amount, each Class Member who has not validly opted out has released the "Released Class Claims" against the "Released Parties," that arose during the "Class Period" as set forth in the Agreement.

6. As used in paragraph 5 above, the quoted terms have the meanings set forth below:

(a) The "Released Class Claims" are defined as 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 claim arising during the Class Period.

(b) The "Released Parties" are defined as 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.

(c) The "Class Period" is defined as the time period from January 8, 2021, through December 10, 2025

7. As of the date the Defendant fund the Gross Settlement Amount, the Plaintiffs, the Labor and Workforce Development Agency ("LWDA"), and the State of California, have released the "Released Parties" from the "Released PAGA Claims" for the "PAGA Period" as set forth in the Agreement.

8. As used in paragraph 7 above, the quoted terms have the meanings set forth below:

(a) The "Released PAGA Claims" are defined as 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).

(b) The "PAGA Period" means the period from October 23, 2023, through December 10, 2025.

9. This Court hereby grants final approval and awards the following: (i) One Hundred Ninety-Four Thousand Eight Hundred Dollars and Eighty-One Cents ($194,800.81) for Class Counsel's Fees and Costs comprised of One Hundred and Sixty-Six Thousand Six Hundred and Sixty-Six Dollars and Sixty-Six Cents ($166,666.66) for Class Counsel's Fees and Costs in the amount of Twenty-Eight Thousand One Hundred Thirty-Four Dollars and Fifteen Cents ($28,134.15); (ii) the Class Representative Enhancement Payments, Jesus Rios and Emilio Castro Ortega, in the amount of Ten Thousand Dollars and Zero Cents ($10,000.00) each ($20,000.00 total); (iii) Settlement Administration Costs of Seven Thousand Three Hundred and Seventy-Five Dollars ($7,375.00) to Apex Class Action, LLC; (iv) Thirteen Thousand Dollars ($13,000.00), (65% of the PAGA Payment) to the California Labor and Workforce Development Agency; and Seven Thousand Dollars ($7,000.00) (35% of the PAGA Payment) allocated to the PAGA Members.

10. Plaintiff shall give notice of this Judgment to the Labor and Workforce Development Agency within ten (10) days after entry of the Judgment or order pursuant to California Labor Code section 2699(l)(3).

11. The Court sets a status conference on 06/15/2027, **at** 08:30 **a.m.** in Department 5 to confirm the completion of the settlement process.

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

DATED: 09/29/2026

Hon. Jeffrey B. Jones
JUDGE OF THE SUPERIOR COURT