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**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

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

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

5 7. “Class Period” means the period from January 8, 2021, through December 10,  
6 2025.

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

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

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

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

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17 objections are withdrawn, the date upon which the Court enters Final Approval; (b) if an objection  
18 is filed and not withdrawn, the date for filing an appeal and no such appeal being filed; or (c) if  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

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

23 14. “Gross Settlement Amount” means the sum of Five Hundred Thousand Dollars  
24 (\$500,000.00). The Gross Settlement Amount is non-reversionary; no portion of the Gross  
25 Settlement Amount will return to Defendant.

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

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

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

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

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

14 19. "PAGA Payment" means the amount that the Parties have agreed to allocate in  
15 order to settle claims arising under the Private Attorneys General Act of 2004 (Cal. Lab. Code §§  
16 2698, *et seq.*) ("PAGA"). The Parties have agreed that Twenty Thousand Dollars (\$20,000.00) of  
17 the Gross Settlement Amount will be allocated to the resolution of Plaintiffs' PAGA Claims. Sixty-  
18 Five Percent (65%) of this amount (\$13,000.00) will be paid to the California Labor and Workforce  
19 Development Agency in accordance with Labor Code §§ 2698 *et seq.* Thirty-Five Percent (35%)  
20 of this amount (\$7,000.00), will be distributed to PAGA Members. PAGA Members will receive  
21 payment from the employee portion of the PAGA Payment regardless of their decision to  
22 participate in the class action if the PAGA Payment is approved by the Court.

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

25 21. "PAGA Period" means the period from October 23, 2023, through December 10,  
26 2025.

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

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

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

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

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

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

13           28.   “Released Class Claims” means claims, rights, demands, liabilities and causes of  
14 actions that are alleged, or that reasonably could have been alleged, based on the facts asserted in  
15 the operative First Amended Complaint including the following claims: (i) failure to pay all regular  
16 wages, minimum wages and overtime wages due; (ii) failure to provide meal periods or  
17 compensation in lieu thereof; (iii) failure to provide rest periods or compensation in lieu thereof;  
18 (iv) failure to reimburse necessary business expenses; (v) failure to provide complete, accurate  
19 wage statements; (vi) failure to pay wages timely at time of termination or resignation; (vii) failure  
20 to provide timely pay wages during employment; and (viii) unfair business practices that could  
21 have been premised on the facts pled in the operative complaint. This release shall apply to claims  
22 arising during the Class Period.

23           29.   “Released PAGA Claims” means all claims for civil penalties under the California  
24 Labor Code Private Attorneys General Act of 2004 that could have been premised on the facts  
25 alleged in Plaintiff Rios’s October 23, 2024, PAGA Letter to the LWDA or Plaintiff Ortega’s  
26 January 31, 2025, PAGA Letter to the LWDA, and in the operative First Amended Complaint in  
27 the *Rios* Action, including but not limited to penalties that could have been awarded pursuant to  
28 Labor Code sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 226, 226.2, 226.3, 226.7, 246,

1 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1199, 2800, 2802, 2804, and  
2 2699, and the applicable IWC Wage Order(s).

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

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

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

27 33. “Settlement” means the disposition of the Actions pursuant to this Agreement.  
28



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

5 39. Potential Increase to the Gross Settlement Amount: Defendant has represented  
 6 there are approximately 13,842 Workweeks worked by the Class Members during the Class Period.  
 7 Should the actual number of Workweeks in the Class Period increase by more than ten percent  
 8 (10%) (i.e. by more than 1,384 Workweeks) Defendant shall increase the Gross Settlement  
 9 Amount on a *pro-rata* basis equal to the percentage increase in the number of Workweeks worked  
 10 by the Class Members above 10%. For example, if the number of Workweeks increases by 11%,  
 11 the Gross Settlement Amount will increase by 1%. In the event this provision is triggered, the  
 12 Parties shall advise the Court of the revised settlement terms and obtain an order granting approval  
 13 of the revised terms prior to sending Notice to the proposed settlement class.

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

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

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

1 Six Cents (\$166,666.66) plus the reimbursement of costs and expenses associated with the  
2 litigation and settlement of the Action, in an amount not to exceed Thirty Thousand Dollars  
3 (\$30,000.00), both of which will be paid from the Gross Settlement Amount. Any portion of the  
4 requested fees or costs that is not awarded to the Class Counsel shall be reallocated to the Net  
5 Settlement Amount and distributed to Participating Class Members as provided in this Agreement.

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

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

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

26 46. Net Settlement Amount for Payment of Class Claims: The Net Settlement Amount  
27 will be used to satisfy the class portion of Participating Class Members Individual Settlement  
28

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

3	Gross Settlement Amount	\$	500,000.00
4	Enhancement Payments:	\$	20,000.00
5	Class Counsel's Fees:	\$	166,666.66
6	Class Counsel's Costs:	\$	30,000.00
7	PAGA Payment	\$	20,000.00
8	Settlement Administration Costs:	\$	7,375.00
9	<b>Estimated Net Settlement Amount</b>	<b>\$</b>	<b>255,958.34</b>

10  
 11 47. Individual Settlement Payment Calculations: Individual Settlement Payments will  
 12 be paid from the Net Settlement Amount and the 35% portion of the PAGA Payment allocated for  
 13 PAGA Members and shall be paid pursuant to the formula set forth herein:

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

22 b) Calculation of PAGA Portion of Individual Settlement Payments:  
 23 The Settlement Administrator will calculate the Pay Periods for all PAGA Members by adding the  
 24 number of PAGA Pay Periods worked by each PAGA Member during the PAGA Period. The  
 25 respective PAGA Pay Periods for each PAGA Member will be divided by the total Pay Periods  
 26 for all PAGA Members, resulting in the Payment Ratio for each PAGA Member. Each PAGA  
 27 Member's Payment Ratio will then be multiplied by the employee portion of the PAGA Payment  
 28

1 to calculate each PAGA Member's estimated share of the PAGA Payment. PAGA Members shall  
2 receive this portion of their Individual Settlement Payment regardless of whether they opt out of  
3 the participation regarding the class claims.

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

12 48. No Credit Toward Benefit Plans: The Individual Settlement Payments made to  
13 Participating Class Members under this Settlement, as well as any other payments made pursuant  
14 to this Settlement, will not be utilized to calculate any additional benefits under any benefit plans  
15 to which any Class Members may be eligible, including, but not limited to profit-sharing plans,  
16 bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and  
17 any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not  
18 affect any rights, contributions, or amounts to which any Class Members may be entitled under  
19 any benefit plans.

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

- 24 a) Establish and maintain a Qualified Settlement Fund.  
25 b) Calculate the Individual Settlement Payment each Participating Class  
26 Member is eligible to receive and the portion of the PAGA Payment each  
27 PAGA Member shall receive.  
28

- 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. Delivery of the Class List: 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. Notice by First-Class U.S. Mail: 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. Confirmation of Contact Information in the Class List: 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

1 the correct address using a skip-trace, or other search using the name, address and/or Social  
 2 Security number of the Class Member involved, and will then perform a single re-mailing. If any  
 3 notice sent to a Class Member by the Settlement Administrator is returned as undeliverable to a  
 4 current employee, then Defendant shall make all reasonable efforts to obtain the current address  
 5 from the Class Member and provide the same within seven (7) days of notice from the Settlement  
 6 Administrator. Those Class Members who receive a re-mailed Notice, whether by skip-trace or by  
 7 request, will have between the later of (a) an additional fifteen (15) days or (b) the Response  
 8 Deadline to postmark a Request for Exclusion, written objection, or workweek dispute.

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

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

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

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

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

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

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

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

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

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

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

5 61. Uncashed Settlement Checks: Any checks issued by the Settlement Administrator  
 6 to Participating Class Members and PAGA Members will be negotiable for at least one hundred  
 7 eighty (180) days. If a Participating Class Member or PAGA Member does not cash his or her  
 8 Settlement Check or PAGA payment check within 180 days, the uncashed funds, subject to Court  
 9 approval, shall be distributed to the Controller of the State of California to be held pursuant to the  
 10 Unclaimed Property Law, California Civil Code §1500, *et. seq.* for the benefit of those  
 11 Participating Class Members and PAGA Members who did not cash their checks until such time  
 12 that they claim their property. The Parties agree that this disposition results in no “unpaid residue”  
 13 under California Civil Procedure Code § 384, as the entire Net Settlement Amount will be paid  
 14 out to Participating Class Members and the entire 35% portion of the PAGA Payment will be paid  
 15 out to the PAGA Members, whether or not they all cash their Settlement Checks or PAGA payment  
 16 checks. Therefore, Defendant will not be required to pay any interest on such amounts. The  
 17 Individual Settlement Payments provided to Participating Class Members and to PAGA Members  
 18 shall prominently state the expiration date or a statement that the Settlement Check will expire in  
 19 one hundred eighty (180) days, or alternatively, such a statement may be made in a letter  
 20 accompanying the Individual Settlement Payment. Expired Individual Settlement Payments will  
 21 not be reissued, except for good cause and as mutually agreed by the Parties in writing. The parties  
 22 agree no unclaimed funds will result from the settlement.

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

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

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

9       64. Circular 230 Disclaimer: Each Party to this Agreement (for purposes of this section,  
10 the "acknowledging party" and each Party to this Agreement other than the acknowledging party,  
11 an "other party") acknowledges and agrees that: (1) no provision of this Agreement, and no written  
12 communication or disclosure between or among the Parties or their attorneys and other advisers,  
13 is or was intended to be, nor shall any such communication or disclosure constitute or be construed  
14 or be relied upon as, tax advice within the meaning of United States Treasury Department circular  
15 230 (31 CFR part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon  
16 his, her or its own, independent legal and tax counsel for advice (including tax advice) in  
17 connection with this Agreement, (b) has not entered into this Agreement based upon the  
18 recommendation of any other Party or any attorney or advisor to any other Party, and (c) is not  
19 entitled to rely upon any communication or disclosure by any attorney or advisor to any other party  
20 to avoid any tax penalty that may be imposed on the acknowledging party, and (3) no attorney or  
21 adviser to any other Party has imposed any limitation that protects the confidentiality of any such  
22 attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon  
23 disclosure by the acknowledging party of the tax treatment or tax structure of any transaction,  
24 including any transaction contemplated by this Agreement.

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

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

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

12           68.    Release of Additional Claims & Rights by Plaintiff Ortega: Upon the funding of  
13 the Gross Settlement Amount and all applicable employer-side payroll taxes by Defendant,  
14 Plaintiff Ortega—on behalf of himself only—to the additional following General Release: In  
15 consideration of Defendant’s promises and agreements as set forth herein, Plaintiff Ortega hereby  
16 fully releases the Released Parties from any and all Released Class Claims and Released PAGA  
17 Claims and also generally releases and discharges the Released Parties from any and all claims,  
18 demands, obligations, causes of action, rights, or liabilities of any kind which have been or could  
19 have been asserted by Plaintiff Ortega against Defendant and/or any of the Released Parties, and  
20 which arose at any time prior to the execution of this Agreement, including but not limited to  
21 claims for wages, restitution, penalties, retaliation, defamation, discrimination, harassment or  
22 wrongful termination of employment. This release specifically includes any and all claims,  
23 demands, obligations and/or causes of action for damages, restitution, penalties, interest, and  
24 attorneys’ fees and costs (except provided by the Settlement Agreement) relating to or in any way  
25 connected with the matters referred to herein, whether or not known or suspected to exist, and  
26 whether or not specifically or particularly described herein. Specifically, Plaintiff Ortega waives  
27 all rights and benefits afforded by California Civil Code Section 1542, which provides:

28                   A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE

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

6 This release specifically excludes claims for unemployment insurance, social security, and workers  
7 compensation (with the exception of claims arising pursuant to California Labor Code Sections  
8 132(a) and 4553), and any other claims that cannot be waived by law.

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

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

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

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

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

25 73. Judgment and Continued Jurisdiction: Upon Final Approval of the Settlement by  
 26 the Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present the  
 27 Judgment to the Court for its approval. After entry of the Judgment, the Court will have continuing  
 28 jurisdiction solely for purposes of addressing: (a) the interpretation and enforcement of the terms

1 of the Settlement, (b) Settlement administration matters, and (c) such post-Judgment matters as  
2 may be appropriate under court rules or as set forth in this Settlement.

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

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

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

12 77. Authorization to Enter Into Settlement Agreement: Counsel for all Parties warrant  
13 and represent they are expressly authorized by the Parties whom they represent to negotiate this  
14 Settlement Agreement and to take all appropriate action required or permitted to be taken by such  
15 Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other  
16 documents required to effectuate the terms of this Settlement Agreement. The Parties and their  
17 counsel will cooperate with each other and use their best efforts to affect the implementation of  
18 the Settlement. If the Parties are unable to reach agreement on the form or content of any document  
19 needed to implement the Settlement, or on any supplemental provisions that may become  
20 necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court  
21 to resolve such disagreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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


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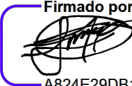
Dated: 02/18/2026

**PLAINTIFF**

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

Dated: 2/19/2026


**PLAINTIFF**

By:   
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Emilio Castro Ortega

Dated: 2/13/2026

**DEFENDANT**

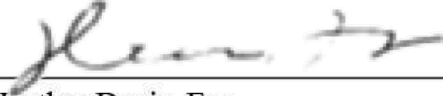
**RMP SUPPLY TRIM, INC.**

By:   
E842EE107F6840F...  
Name: Cody Firks  
Title: CFO

**APPROVED AS TO FORM**

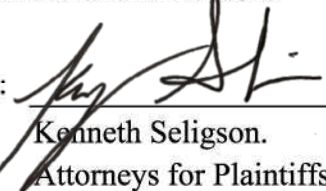
Dated: 2/19/2026

**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

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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.**

<b>To:</b> 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.
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### **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](http://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**