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FILED
Superior Court of California
County of Los Angeles
10/27/2026
David W. Slayton, Executive Officer / Clerk of Court
By: E. Muñoz Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN THE COUNTY OF LOS ANGELES

ROSA ALVAREZ, an individual, on behalf of himself and on behalf of all persons similarly situated,

Plaintiff,

v.

BRITEWORKS, INC., a California corporation; and DOES 1-100, Inclusive,

Defendants.

Case No. 22STCV35169

CLASS ACTION

Assigned for all purposes to:
Hon. William F. Highberger, Dept. SSC-10

~~[PROPOSED]~~ ORDER GRANTING MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND REQUEST FOR ATTORNEY'S FEES AND COSTS, AND JUDGMENT

Date: October 27, 2026
Time 2:30 p.m.
Dept.: SSC-10

The Court, having read the papers filed regarding Plaintiff's Motion for Final Approval of Class Action Settlement and Request for Attorney's Fees and Costs, and having heard argument regarding the Motion, hereby finds and ORDERS as follows:

1. The Court has jurisdiction over this matter and over all parties to the action, including the members of the Settlement Class.

2. The Amended Class Action and PAGA Settlement Agreement ("Settlement Agreement") attached as Exhibit 1 to the Supplemental Declaration of Chad Saunders in support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement, filed on or about April 2, 2026, is the product of arms-length negotiations between the parties and the terms of the Settlement Agreement are fair, reasonable, adequate, and in the best interests of the Settlement Class. The Settlement Agreement therefore is finally approved, and its terms incorporated herein. The Court orders the parties to the Settlement Agreement to perform forthwith their respective duties and obligations thereunder.

3. The Settlement Class, which was provisionally certified by the Court in its March 7, 2024 Order Granting Preliminary Approval, hereby is certified under California Code of Civil Procedure Section 382 for purposes of settlement only. The Class includes all current and former non-exempt hourly employees employed by Defendant Briteworks, Inc. ("Briteworks" or "Defendant") in California during the Class Period of November 4, 2018 to January 9, 2024.

4. The Court adjudges all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint during the Class Period, including California Labor Code Sections 201, 202, 203, 204, 210,216, 221, 222, 223, 226, 226(a), 226.7, 245, 246, 247, 248, 248.5, 248.6, 227.3, 432.3, 432.5, 432.7, 510, 512, 515, 558, 558.1, 1024.5, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2699, 2699.3, 2800, 2801, 2801, 2802, 2810.5, California Industrial Commission Wage Orders, and Business and Professions Code sections 17200, et seq. including all claims for or related to alleged unpaid wages, overtime or double time wages, minimum wages, regular rate of pay, timely payment of wages,

meal statements, unfair business practices. Participating Class Members' only release these claims for the duration of the Class Period. Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

5. The Court further adjudges all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint during the PAGA Period including, without limitation, California Labor Code sections 201, 202, 203, 204 210,216, 221, 222, 223, 226, 226(a), 226.7, 245, 246, 247, 248, 248.5, 248.6, 227.3, 432.3, 432.5, 432.7, 510, 512, 515, 558, 558.1, 1024.5, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2699, 2699.3, 2800, 2801, 2801, 2802, 2810.5, California Industrial Commission Wage Orders, including all PAGA claims for alleged unpaid wages, minimum wages, hours worked, overtime or double time wages, regular rate of pay, bonus and incentive pay, sick pay, timely payment of wages at separation, wage costs, as well as all other PAGA claims and allegations alleged in the Operative Complaint ("Released PAGA Claims") . Aggrieved Employees only release these claims for the duration of the PAGA Period. Aggrieved Employees may not opt out of Released PAGA Claims.

6. One individual – Guadalupe Breniz Diaz – submitted a timely and valid Request for Exclusion from the Settlement. This individual is therefore excluded from the Class and is not bound by the Settlement Agreement or this Order and Judgment, except as to the release of claims under PAGA.

7. Under the Settlement Agreement, Defendant agrees to pay the Gross Settlement Amount of $500,000.00. The Settlement Administrator is ordered to distribute to the Participating Settlement Class Members and to the Aggrieved Employees their respective settlement payments as provided in the Settlement Agreement. Funds attributable to uncashed checks that remain after

the check void date shall be forwarded to the California State Controller's Unclaimed Property Fund. No funds shall revert to Defendant.

8. The Court further orders that the Class Members be provided with notice of this Judgment under California Rule of Court 3.771(b), and the Settlement Administrator shall post a copy of this Order and Judgment on its website for a minimum of sixty (60) days.

9. The Court approves an award of attorney's fees to Class Counsel in the amount of $166,666.66, and an award of costs and expenses in the amount of $12,090.62. Such amounts shall be paid as provided in the Settlement Agreement.

10. The Court approves a service payment to plaintiff and Class Representative Rosa Alvarez in the amount of $10,000.00, and the Settlement Administrator is ordered to make such payment consistent with the terms of the Settlement Agreement.

11. The Settlement Agreement provides the Settlement Administrator, Atticus Class Action, LLC shall be paid from the Gross Settlement Amount for its services in administering the Settlement. As set forth in the Declaration of Ann Linton, the Settlement Administrator is owed $10,000 for services rendered and to be rendered in administering the settlement. The Court therefore orders that Atticus be paid the amount of $10,000 from the Gross Settlement Amount consistent with the terms of the Class Settlement Agreement.

12. The Court approves PAGA penalties in the amount of $50,000, to be paid from the GSA, and finds that amount is fair, reasonable and adequate, and furthers the purposes underlying PAGA. $37,500 of this amount will be paid to the LWDA as the state's share of the civil penalties, and the remainder of $12,500 will be distributed to the Aggrieved Employees consistent with the terms of the Settlement Agreement and PAGA.

13. The Court sets a non-appearance Case Review regarding settlement compliance Hearing for October 26, 2027, at 8:30 am in Department SSC-10 of the Los Angeles County Superior Court. Plaintiff is ordered to file a compliance report at least ten (10) court days before the Compliance Hearing.

14. Under California Rule of Court 3.769(h) and Code of Civil Procedure section 664.6, without affecting the finality of this Order and Judgment in any way, the Court retains jurisdiction

over: (1) implementation and enforcement of the Settlement Agreement pursuant to further orders of this Court until the final judgment contemplated becomes effective and each and every act agreed to be performed by the parties has been performed under the terms of the Settlement Agreement; (2) any other action necessary to conclude this settlement and to implement the Settlement Agreement; and (3) the enforcement, construction, and interpretation of the Settlement Agreement.

15. Neither this Order and Judgment nor the Settlement Agreement upon which it is based are an admission or concession by any party of any fault, omission, liability or wrongdoing. This Order is not a finding of the validity or invalidity of any claims in this action or a determination of any wrongdoing by any party. The final approval of the parties' settlement will not constitute any opinion, position or determination of this Court as to the merits of the claims or defenses of any party.

16. Judgment is hereby entered as follows: Plaintiff Rosa Alvarez and the Participating Class Members, consisting of all current and former non-exempt hourly employees employed by Defendant Briteworks in California during the Class Period of November 4, 2018 to January 9, 2024, who have not otherwise opted out, shall take nothing from Defendant, except as set forth in the Settlement Agreement.

IT IS SO ORDERED AND ADJUDGED.

Dated: 10/27/2026

Judge of the Superior Court

William F. Highberger / Judge