JUSTICE FOR WORKERS, P.C.
William C. Sung SB# 280792
E-Mail: william@justiceforworkers.com
Tiffany L. Luu SB# 335127
E-Mail: tluu@justiceforworkers.com
3600 Wilshire Boulevard, Suite 1815
Los Angeles, CA 90010
Tel: 323-922-2000
Fax: 323-922-2000

Attorneys for Plaintiff MICHAEL CASTRO

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA

MICHAEL CASTRO, an individual and on behalf of all others similarly situated;

Plaintiff,

vs.

BRITE NITES, INC., an Utah corporation; and DOES 1 through 50,

Defendants.

Case No.: 24CV061873

[Assigned for All Purposes to:
Hon. Somnath Raj Chatterjee, Dept. 21]

(PROPOSED) ORDER GRANTING FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT, ATTORNEY'S FEES AND COSTS, AND SERVICE AWARD AND JUDGMENT

(Filed Concurrently with Motion for Final Approval and Supporting Declarations)

DATE: December 15, 2026
TIME: 2:30 p.m.
DEPT: 21
RESERVATION ID: 872032357444

Action Filed: January 30, 2024
Trial Date: Not Set

The Motion of Plaintiff Michael Castro ("Plaintiff") for Final Approval of Class Action and PAGA Settlement, Attorney's Fees and Costs, and Service Award ("Final Approval Motion") came on regularly for hearing before this Court pursuant to California Rule of Court 3.769 and this Court's earlier Order Granting Preliminary Approval of Class Action and PAGA Settlement dated June 16, 2026 ("Preliminary Approval Order").

Having considered the Parties' Amended Stipulation and Settlement of Class and PAGA Claims (the "Agreement" or "Settlement")[1], and the documents and evidence presented in support thereof, and recognizing the sharply disputed factual and legal issues involved in this case, the risks of further prosecution, and the substantial benefits to be received by the Class pursuant to the Settlement, the Court hereby makes a final ruling that the Settlement is fair, reasonable, and adequate pursuant to California Code of Civil Procedure § 382, and is the product of good faith, arm's-length negotiations between the parties. Good cause appearing therefor, the Court hereby GRANTS Plaintiff's Final Approval Motion and hereby ORDERS, ADJUDGES, AND DECREES:

1. Final judgment is hereby entered in conformity with the Agreement and this Final Approval Order.

2. The conditional class certification is hereby made final, and the Court thus certifies, for purposes of the Settlement, the following Class: All current and former independent contractors who performed work for Brite Nites, Inc. in California during the Class Period of January 30, 2020 through November 13, 2025.

3. The Court hereby confirms Plaintiff as the Class Representative; William C. Sung and Tiffany L. Luu of Justice for Workers, P.C. as Class Counsel; and Apex Class Action LLC. as the Settlement Administrator.

4. Notice was provided to Class Members as set forth in the Settlement, which was approved by the Court on June 16, 2026, and the notice process has been completed in conformity with the Settlement and the Court's Preliminary Approval Order. The Court finds that said notice was the best notice practicable under the circumstances, and that individual notice was provided to

[1] All defined terms contained herein shall have the same meanings as set forth in the Settlement.

all Class Members who could be identified through reasonable effort. The Class Notice provided due and adequate notice of the proceedings and matters set forth therein.

5. The Court finds that no Class Member objected to or opted out of the Settlement, and that the 100% participation rate in the Settlement supports final approval.

6. The Court further finds that the Settlement is fair, reasonable, and adequate, and orders the Parties to effectuate the Settlement according to its terms.

7. For purposes of settlement only, the Court finds that: (a) the Class Members are ascertainable and so numerous that joinder of all members is impracticable; (b) there are questions of law or fact common to the Class, and there is a well-defined community of interest among members of the Class with respect to the subject matter of the litigation; (c) the claims of the Class Representative are typical of the claims of the Settlement Class members; (d) the Class Representative has fairly and adequately protected the interests of the Class; (e) a class action is superior to other available methods for an efficient adjudication of this controversy; and (f) Class Counsel are qualified to serve as counsel for the Class Representative and the Class.

8. The Court finds that given the absence of objections to the Settlement, this Judgment and Order shall be considered final as of the date of entry.

9. The Court finds that the Individual Settlement Awards and Individual PAGA Awards, as provided for in the Settlement, are fair, reasonable, and adequate, and orders the Settlement Administrator to distribute the Individual Settlement Awards and Individual PAGA Awards in conformity with the terms of the Settlement.

10. The Court orders Defendant to deposit the Settlement Fund of $300,000.00 and employer payroll taxes with the Settlement Administrator pursuant to the funding schedule set forth in the Agreement.

11. The Court finds that a Service Award in the amount of $7,500.00 to the Plaintiff is appropriate for Plaintiff's service to the Class. The Court finds that this payment is fair, reasonable, and adequate, and orders that the Settlement Administrator make this payment in conformity with the terms of the Settlement.

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12. The Court finds that attorney's fees in the amount of $100,000.00 and litigation costs of $7,940.96 for Class Counsel are fair, reasonable, and adequate in light of the common fund created by the Settlement, and orders that the Settlement Administrator distribute these payments to Class Counsel in conformity with the terms of the Settlement. The Court orders that 10% of the attorney's fee award not be distributed to Class Counsel until the completion of the distribution process and Court approval of a final accounting.

13. The Court orders that the Settlement Administrator shall be paid $9,126.00 from the Settlement Fund in conformity with the terms of the Settlement, for all of its work done and to be done until the completion of this matter and finds that sum appropriate.

14. The Court finds that the payment to the California Labor & Workforce Development Agency ("LWDA") in the amount of $9,750.00 for its share of the settlement of Plaintiff's representative claim under the PAGA is fair, reasonable, and adequate, and orders the Settlement Administrator to distribute this payment to the LWDA in conformity with the terms of the Settlement.

15. Class Members shall have 120 days from the issuance of their settlement checks to cash their checks. Unclaimed funds from uncashed checks and Unlocated Class Members (i.e., any Class Member whose Notice has been returned as undeliverable), shall be transmitted to the Legal Aid Foundation of Los Angeles ("*Cy Pres* Recipient") in accordance with Code of Civil Procedure § 384(b) regarding distribution of unpaid cash residue and unclaimed or abandoned funds in class action litigation. The Court orders that funds not be distributed to the *Cy Pres* Recipient until after Court approval of a final accounting.

16. As of the date that Defendant makes Funding Payments One to Three and the employer's share of payroll taxes, the Participating Class Members, including Plaintiff, release the Released Parties from the Released Class Claims arising during the Class Period. "Released Parties" means Defendant and each of its past or present officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, insurers and reinsurers, and its respective successors and predecessors in interest, subsidiaries, affiliates, parents, and attorneys, and each of its company-sponsored employee benefit plans and all of their respective officers,

directors, employees, administrators, fiduciaries, trustees, and agents. "Released Class Claims" means all claims alleged in Plaintiff's Operative Complaint in the Action, or that could have been alleged based upon the facts pleaded in the Operative Complaint, under any theory of law, including but not limited to all claims for alleged violations of the Labor Code and/or Wage Orders, including but not limited to unpaid minimum wage, straight time, or overtime wages (including on an off-the-clock, rounding, calculation of regular rates, sick time, vacation pay, or other theory); timing of payment (both during or at the end of employment); meal and rest period claims (including claims regarding how any meal or rest period penalties were calculated); unpaid expense reimbursements; record-keeping violations; and any and all associated statutory penalties and damages (including but not limited to pay stub penalties, waiting time penalties, any other statutory penalties arising under the California Labor Code, and liquidated damages for the Class Period). The Released Class Claims shall have full res judicata effect as to FLSA claims for all Participating Class Members as described in *Rangel v. PLS Check Cashers of California, Inc.*, 899 F.3d 1106 (9th Cir. 2018), if the Participating Class Member endorses and cashes his or her settlement check.

17. As of the date that Defendant makes Funding Payments One to Three and the employer's share of payroll taxes, as described below, Plaintiff, as proxy and agent on behalf of the LWDA, releases the Released Parties from the Released PAGA Claims arising during the PAGA Period. "Released PAGA Claims" means all claims for civil penalties under the PAGA alleged in Plaintiff's letter to the LWDA and Defendant dated January 29, 2024 alleging violations of the PAGA (the "LWDA Notice"), or that could have been alleged based upon the facts pleaded in the LWDA Notice, under any theory of law, including but not limited to all claims for alleged violations of the Labor Code and/or Wage Orders, including but not limited to unpaid minimum wage, straight time, or overtime wages (including on an off-the-clock, rounding, calculation of regular rates, sick time, vacation pay, or other theory); timing of payment (both during or at the end of employment); meal and rest period claims (including claims regarding how any meal or rest period penalties were calculated); unpaid expense reimbursements; record-keeping violations; and any and all associated civil penalties arising under the California Labor Code. "PAGA Period" means January 29, 2023 through November 13, 2025.

18. In accordance with California Rule of Court 3.771(b), the Parties are ordered to give notice of this final Judgment and Order to all Participating Class Members by posting on it the Settlement Administrator's website for 90 days.

19. This document shall constitute a final judgment pursuant to California Rule of Court 3.769(h), which provides: "If the court approves the settlement agreement after the final approval hearing, the court must make and enter judgment. The judgment must include a provision for the retention of the court's jurisdiction over the parties to enforce the terms of the judgment. The court may not enter an order dismissing the action at the same time as, or after, entry of judgment." Pursuant to California Code of Civil Procedure § 664.6, the Court retains jurisdiction to enforce the Settlement, the Final Approval Order, and this Judgment.

20. The Court sets a Final Accounting Hearing for July 30, 2027 at 9:00 a.m. in Department 21 of the above-entitled Court. Plaintiff shall file a Final Accounting Declaration from the Settlement Administrator no later than 5 court days before the Compliance Hearing.

IT IS SO ORDERED, ADJUDGED, AND DECREED.

DATED: _____, 2026

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Hon. Somnath Raj Chatterjee
Judge of the Superior Court