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]

DECLARATION OF WILLIAM C. SUNG IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT, ATTORNEY'S FEES AND COSTS, AND SERVICE AWARD

(Filed concurrently with Motion for Final Approval; Supporting Declarations; and [Proposed] Judgment and Order)

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

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

I, William C. Sung, hereby declare as follows:

1. I am an attorney licensed to practice law in the state of California and have been admitted to practice before this Court. I am an attorney with the law firm of Justice for Workers, P.C., counsel of record for Plaintiff Michael Castro ("Plaintiff") in this action. I have personal knowledge of the matters stated herein and if called and sworn as a witness, I would and could competently testify under oath thereto.

2. Enclosed as **Exhibit 1** is a true and correct copy of the Amended Stipulation and Settlement of Class and PAGA Claims (the "Agreement"). Enclosed as **Exhibit 2** is a true and correct copy of the Court's Order Granting Preliminary Approval of Class Action and PAGA Settlement.

THE SETTLEMENT TERMS ARE FAIR, ADEQUATE, AND REASONABLE

3. Due to Defendant's financial condition, the Parties agreed that Defendant will fund the Settlement Fund by making three annual contributions of $100,000.00 into an escrow account maintained by the Administrator and to make two settlement distributions. Defendant has timely deposited the first $100,000.00 into the escrow account.

4. Prior to mediation, Plaintiff engaged in formal written discovery and thereafter, in connection with mediation, the Parties engaged in extensive informal discovery. Defendant produced (1) a class list identify Class Members' positions, dates of first payment and last payment, and work location; (2) a 50% sampling of time and payment records of Class Members; and (3) documents related to Defendant's financial condition.

5. In preparation for mediation, Class Counsel reviewed and evaluated the pre-mediation production, including the class list and time and payment records, and conducted a comprehensive analysis and extrapolation to create a detailed exposure analysis for all claims at issue. This discovery and analysis allowed the Parties to assess the merits and value of Plaintiff's claims, the chances of certification of Plaintiff's claims, and Defendant's potential defenses.

6. On August 15, 2025, the Parties participated in a full-day mediation with Joann Rezzo, Esq., a well-respected employment law mediator. During mediation, the Parties vigorously debated their opposing legal positions, the likelihood of certification of Plaintiff's claims, and the legal basis for the claims and defenses. The Parties reached a tentative class and PAGA settlement at the mediation. The

Parties then finalized the terms of the Settlement and executed Agreement now before the Court.

7. Based on the data provided by Defendant, Class Counsel performed a comprehensive damage analysis and calculated a range of potential damages and penalties. As discussed in detail in Plaintiff's Motion for Preliminary Approval, Class Counsel estimated that the potential realistic recovery for the Class would be approximately $686,806.26. The proposed Settlement of $300,000.00 represents approximately 43.68% of the reasonably forecasted recovery for the Class. Preliminary approval is appropriate since the Settlement will provide significant monetary relief to the Class, which is consistent with what Class Counsel believes could have been recovered had the case proceeded through trial.

ATTORNEY QUALIFICATIONS

8. My qualifications are as follow: I received my J.D. from the University of Southern California Gould School of Law in 2011. During law school, I served as the Senior Content Editor on the Southern California Law Review where I published the article: *Taking the Fight Back to Title VII: A Case for Redefining "Because of Sex" to Include Gender Stereotypes, Sexual Orientation, and Gender Identity*, Southern California Law Review, Volume 84:2 (Jan. 2011). During law school, I also served as a judicial extern to U.S. Ninth Circuit Judge, Hon. Kim M. Wardlaw, and U.S. Bankruptcy Court Judge, Hon. Ernest M. Robles; served as a law clerk to the General Counsel of JM Eagle; and participated in the law school's Employer Legal Advice Clinic.

9. After passing the California Bar in December 2011, I began practicing management-side employment law at the Los Angeles office of Lewis Brisbois Bisgaard & Smith LLP. In 2013, I began focusing my practice at Lewis Brisbois on representing employers in wage and hour class and PAGA action lawsuits. In January 2017, I was elevated to the position of Partner and Vice Chair of Lewis Brisbois' Wage & Hour Class Action Practice Group. In November 2020, I was elevated as the Co-Chair of Lewis Brisbois Wage & Hour Class Action Practice Group, becoming one of the youngest attorneys to chair a practice group at the firm. In January 2022, I was voted in as an equity partner, becoming one of the youngest equity partners and the third Asian-American equity partner in the history of this 1,500-attorney firm. During my tenure as a wage and hour class action defense attorney, I represented employers in over 80 wage and hour class and/or PAGA action lawsuits.

10. In July 2023, I joined Justice for Workers, P.C. ("JFW") and began heading its Complex Litigation Practice Group where I focus my practice on representing employees in wage and hour class and PAGA action lawsuits. In my current practice at JFW, I serve as the lead plaintiff's counsel on over 100 pending class and/or PAGA actions. In addition to this matter, my team and I have resolved over 80 other class and/or PAGA actions at mediation. The following are cases in which I have received final approval of class action settlement and I was appointed as class counsel*: Christian Derefield v. OHC of California*, Los Angeles Superior Court Case No. 24STCV01784, final approval of class/PAGA settlement granted on August 31, 2026; Loan *Kim Phu v. MicroVention, Inc.*, Orange County Superior Court Case No. 30-2024-01376392-CU-OE-CXC, final approval of class/PAGA settlement granted on August 3, 2026; *Annette Dearing v. Love's Country Stores of California*, Madera County Superior Court Case No. MCV090813, final approval of class/PAGA settlement granted on July 27, 2026; *Marcos Beltran v. Fondomonte California LLC*, Riverside Superior Court Case No. CVRI2402849, final approval of class/PAGA settlement granted on June 26, 2026; *Chelsey Richardson, et al. v. Telecare Corporation*, Stanislaus County Superior Court Case No. CV-24-006292, final approval of class/PAGA settlement granted on June 1, 2026; *Juan Carlos Castellanos v. MG Drywall Construction, Inc.*, Los Angeles Superior Court Case No. 24STCV03488, final approval of class/PAGA settlement granted on May 27, 2026*; Doris Nathan v. The Muller Company, LLC*, Los Angeles Superior Court Case No. 23STCV24395, final approval of class/PAGA settlement granted on April 30, 2026; *Cody Yandell v. Iron Delta Security*, Los Angeles Superior Court Case No. 24STCV07830, final approval of class/PAGA settlement granted on April 27, 2026; *Darcy Nuber v. Fever Labs, Inc.*, Los Angeles Superior Court, Case No. 23STCV21796, final approval of class/PAGA settlement granted on March 30, 2026; *Cesar Tate v. St. Distributing Co., LLC*, Los Angeles Superior Court Case No. 23STCV22743, final approval of class/PAGA settlement granted on February 11, 2026; *Andrew Carmona v. Western Holdings Group dba Los Angeles Property Management Group*, Los Angeles Superior Court, Case No. 23STCV24028, final approval of class/PAGA settlement granted on January 29, 2026; *Poul Bedri v. City of Hope National Medical Center*, Los Angeles Superior Court, Case No. 23STCV23713, final approval of class/PAGA settlement granted on January 28, 2026; *Irene Eunhee Ikuta v. TAKEE International, Inc.*, Los Angeles Superior Court, Case No. 23STCV21120, final approval of class/PAGA

settlement granted on January 22, 2026; *Amourafina Burton v. Trove Recommerce, Inc.*, San Mateo Superior Court, Case No. 23-CIV-06108, final approval of class/PAGA settlement granted on January 9, 2026; *Shayne Werber v. Teleferic Barcelona*, Los Angeles Superior Court Case No. 23STCV25517, final approval of class/PAGA settlement granted on December 17, 2025; *Linda Salazar Ayala v. Applied Membranes, Inc.*, San Diego Superior Court Case No. 37-2023-00054420-CU-OE-CTL, final approval of class/PAGA settlement granted on December 5, 2025; *Justin Le, et al. v. Dragonfly Tea Bar LLC, et al.*, Los Angeles Superior Court Case No. 23STCV26247, final approval of class/PAGA settlement granted on October 29 2025; *Ryan Lukman v. Safe Haven Security Services, LLC*, Riverside County Superior Court, Case No. CVRI2400777, final approval of class/PAGA settlement granted on October 1, 2025; *Amaya Nelson v. Clair Global Corp.*, Los Angeles Superior Court, Case No. 24STCV14597, final approval of class/PAGA settlement granted on May 22, 2025; *Jose Regalado v. United Markets*, Marin County Superior Court Case No. CV0001169, final approval of class/PAGA settlement granted on August 29, 2025; *Mushfiqur Chowdhury v. CWT US, LLC*, Los Angeles Superior Court Case No. 23STCV25373, final approval of class/PAGA settlement granted on August 22, 2025; *Pedro Hernandez v. Edmund A. Gray Co.*, Los Angeles Superior Court Case No. 24STCV04118, final approval of class/PAGA settlement granted on August 19, 2025; *Alexis Bartram v. Lakeshore Learning Materials, LLC*, Los Angeles Superior Court Case No. 23STCV21174, final approval of class/PAGA settlement granted on July 3, 2025; *Randall Bachman v. Geodis Logistics LLC*, Riverside Superior Court, Case No. CVRI2400956, final approval of class/PAGA settlement granted on June 25, 2025; *Eric Echeverria v. Fireclay Tile Inc.*, San Benito Superior Court Case No. CU-23-00249, final approval of class/PAGA settlement granted on May 7, 2025; *Norma Borquez v. Smart Metals Recycling LLC*, Yolo Superior Court Case No. CV2024-0050, final approval of class/PAGA settlement granted on April 4, 2025; *Juan Hinojos Campos v. Applied Technology Group, Inc.*, Kern Superior Court Case No. BCV-23-103067, final approval of class/PAGA settlement granted on March 11, 2025; *Dennisha Lampkin v. Sunstates Security, Inc.*, Riverside Superior Court Case No. CVRI2305600, final approval of class/PAGA settlement granted on December 18, 2024.

11. Tiffany L. Luu, Esq.'s primary practice has been employment law throughout her entire legal career. Ms. Luu handled a number of wage and hour matters, including individual actions and class

and/or PAGA actions, on behalf of plaintiffs and defendants. Ms. Luu received her J.D., cum laude, along with her Master of Dispute Resolution, from the Pepperdine University Rick J. Caruso School of Law in 2020. Ms. Luu practiced as a labor and employment associate for the next 3 years representing employers in wage and hour class and/or PAGA actions, including at Lewis Brisbois Bisgaard & Smith LLP and Fisher & Phillips LLP. In January 2024, Ms. Luu joined JFW and as an associate in the Complex Litigation Practice Group, where she focuses her practice on representing employees in wage and hour class and PAGA action lawsuits. Ms. Luu has been appointed as class counsel in all of the cases referenced above.

THE RISKS INHERENT IN CONTINUED LITIGATION FAVOR FINAL APPROVAL

12. Here, Defendant has presented defenses to all of Plaintiff's claims and theories of liability. First, Defendant argued it is in financial distress and this defense applies to all claims. For mediation, Defendant produced its corporate tax returns for years 2020 to 2023 and Balance Sheets for years 2022 to 2024. The tax returns revealed a business with modest profits and high cash flow issues for most of the year. Based on Class Counsel's review of Defendant's financial records, Class Counsel does not believe Defendant has the financial capability to fund a substantial class settlement. As such, Class Counsel's strong understanding of Defendant's financial condition guided Class Counsel's valuation of the Action as well as the terms of the Settlement.

13. As to all claims, Plaintiff alleged Defendant misclassified him and Class Members as independent contractors under the ABC Test. Specifically, Plaintiff contended that Class Members were subject to Defendant's control and direction in the performance of their holiday décor installation work; they performed work within the usual course of Defendant's business—i.e., installation of holiday decorations; and they were not engaged in an independently established trade, occupation, or business. In response, Defendant contended that it properly classified Class Members as independent contractors because it did not control or direct how Class Members installed holiday décor; like Uber, Defendant merely connected contractors to clients who wanted to install holiday decorations; and these independent contractors were engaged in an independently established trade of installing decoration during the holiday seasons.

/ / /

14. Plaintiff contended that Class Members regularly worked more than 8 hours in a shift but were not paid any overtime premiums. In response, Defendant argued that Class Members were properly classified as independent contractors and not entitled to overtime pay.

15. Plaintiff alleged that Class Members were often not provided with meal and rest periods. In response and in addition to the arguing it properly classified Class Members as independent contractors, Defendant contended that it did not have any policy or practice against meal and rest breaks and Class Members were free to schedule and take their breaks while on jobs. As such, Defendant maintained Plaintiff's meal and rest period claims were not suited for class certification since individual inquiries would be needed to assess which Class Members, if any, took non-compliant meal or rest periods, how many meal or rest periods were non-compliant, and the reasons why a particular Class Member did not take a meal or rest period on a particular shift.

16. Plaintiff alleged that he was required to use his personal cellphone to clock in and out on an application and to communicate with Defendant regarding his jobs. In response, Defendant argued that Class Members were properly classified as independent contractors and not entitled to business expense reimbursement.

17. As a result of the misclassification and unpaid wages and meal and rest period premium wages described above, Plaintiff contended that Defendant failed to comply with its final pay obligations set forth in Labor Code §§ 201 to 203 to former employees and failed to issue any itemized wage statements to Class Members as set forth in Labor Code § 226(a). Thus, the claims for waiting time and wage statement penalties are derivative of the underlying claims. Defendant argued that Defendant possessed strong, good faith defenses to Plaintiff's underlying claims and these claims cannot meet the willfulness standard in Labor Code § 203 or the knowing and intentional standard in Labor Code § 226(e). Defendant relied on the California Supreme Court decision in *Naranjo v. Spectrum Security Services, Inc.* (2024) 15 Cal.5th 1056, 1065, which held that an employer's good-faith defenses precludes a "willfulness" finding under Labor Code § 203 and a "knowing and intentional" finding under Labor Code § 226(e) for the imposition of statutory penalties. Defendant further asserts that Plaintiff's waiting time and wage statement penalty exposure was inflated as not every employee experienced the alleged Labor Code violations.

18. Plaintiff further contended that, as a result of the foregoing Labor Code violations, Defendant is liable for civil penalties under the PAGA. Since Plaintiff's PAGA claims are derivative of Plaintiff's underlying wage claims, Defendant asserted the PAGA claim would fail with those claims. Defendant maintained that, given their good faith defenses, this Court would exercise its discretion to substantially reduce any PAGA penalties if it were to find Defendant liable.

19. The risks of this case were weighed by Class Counsel and should be considered a significant factor by the Court in its determination of final approval. Class Counsel obtained a very substantial settlement for the Class that resulted in a fair recovery which at the same time provides for finality and no risk of costs by the Class Members or the Class Representative. The Settlement also affords the Class prompt, fair relief, while avoiding significant legal and factual battles that otherwise may have prevented the Class from obtaining any recovery at all. While Class Counsel believe the Class Members' claims are meritorious and can be successfully litigated, they are experienced and fully understand the inherent risks and uncertainty involved with such matters as the resolution of class certification, the outcome of a potential trial, and the outcome of any appeals that would inevitably follow should the Class prevail at trial. Class Counsel have also assessed the same risks in connection with the current settlement. Because the Settlement provides immediate and substantial relief, without the attendant risks and delay of continued litigation—not to mention the threat of litigation fees and costs—Class Counsel believe that the Settlement warrants the Court's final approval.

20. Based on my experience in litigating and resolving class and PAGA representative actions, I believe the Settlement is fair, reasonable, and adequate, and in the best interest of the Class as a whole. Similarly, counsel for Defendant is in favor of this Settlement.

THE REQUESTED ATTORNEY'S FEES AND COSTS SHOULD BE APPROVED

21. In assessing the reasonableness of the billing rates for the attorneys at Justice for Workers, P.C., the firm refers to the "Laffey Matrix" to set hourly billing rates. *See* http://www.laffeymatrix.com. The Laffey Matrix is a fee schedule used by many courts throughout the United States, including some California state courts and federal district Courts. The Laffey Matrix is a well-established objective source that California courts have relied on in assessing hourly rates since 2005. *See In Re HPL Technologies, Inc. Securities Litigation* (N.D. Cal. 2005) 366 F.Supp.2d 912, 921

(confirming use of the Laffey Matrix adjusted to account for locality pay differentials); *Rubalcaba v. Albertson's, LLC* (Cal. Super. Ct. May 25, 2017) No. BC528755, 2017 WL 4330597, at *4 (reversed on other grounds). When comparing the billing rates for attorneys at Justice for Workers, P.C. with the Laffey Matrix, the attorneys either bill at or below the rate for similarly skilled and tenured legal professionals.

22. As of the execution of this Declaration, attorneys at Justice for Workers, P.C. incurred lodestar totaling $129,185.00 and 171.5 attorney hours in this matter. I have reviewed my firm's lodestar and time and task logs in this matter and believe the charges are reasonable and were reasonably necessary to the conduct of the case.

23. Thus, Class Counsel's requested fee award of $100,000.00 represents a negative 0.77 lodestar multiplier against their lodestar of $129,185.00. Class Counsel' lodestar is itemized in the following table:

Name	Laffey Matrix Fee	Actual Billing Rate	Hours Billed	Lodestar
William C. Sung (16th Year Attorney)	$1,019	$900	99.6	$89,640.00
Tiffany L. Luu (6th Year Attorney)	$625	$550	79.90	$39,545.00
		TOTAL	**171.5**	**$129,185.00**

24. The work performed by Class Counsel include, but are not limited to, meetings with Plaintiff regarding Plaintiff's work experience and status of the litigation, mediation, settlement, and settlement approval; extensive research and analysis into Defendant's corporate background and litigation history and liability theories; draft pre-certification written discovery and meet and confer with Defendant's counsel regarding discovery responses; review and analysis of significant amount of documents produced by Defendant via informal pre-mediation production; extensive telephonic and written meet and confer conferences with Defendant's counsel regarding case management, mediation, settlement documents, and settlement approval; preparation and submission of Plaintiff's PAGA Notice; drafting complaints; preparation of joint reports and attentions of status conferences; drafting written discovery requests; working with an expert data analyst to analyze the records and preparation of a damages model; research and drafting of Plaintiff's mediation brief and participation in mediation;

negotiating multiple drafts of the Agreement, Amended Agreement and attachments thereto; research, preparation, finalization, and filing Motion for Preliminary Approval, supplemental briefing, Motion for Final Approval, and accompanying filings; preparing for and attending hearings on these Motions; and overseeing the notice administration process and distribution of funds.

25. Additionally, Class Counsel estimate they will devote no less than 10 hours, although likely more time, to additional tasks, which are hours not included in the foregoing lodestar total. These additional hours will include time spent to obtain and monitor approval of the Settlement and requested awards, oversee the settlement administration process and distribution of funds, respond to inquiries from Class Members, and communicate with Plaintiff regarding the case.

26. In reaching this Settlement, Class Counsel carefully considered the strength of the case versus the amount offered in settlement, as well as the risk, expense, and complexity of maintaining class certification through trial. While Class Counsel is confident about the strength of Plaintiff's claims, they recognize that Defendant has factual and legal defenses that, if successful, would potentially defeat or substantially impair the value of the lawsuit.

27. Thus, continuing to litigate this action would require continued and extensive resources coupled with significant court time to proceed through contested certification, trial, and post-trial motions, which can often take years. Furthermore, wage and hour litigation is complex and expensive, as it often necessitates extensive expert testimony, particularly with regards to damages. But even if Plaintiffs were successful at trial, Class Counsel are acutely aware that a judgment does not end the litigation, and they fully expect that Defendant would likely appeal any judgment. Having litigated every stage of complex wage and hour actions, including trying a class action to verdict, litigating motions for class certification and summary judgment, and briefing and arguing appeals before appellate courts, Class Counsel are acutely aware of these risks.

28. All of the cases Justice for Workers accepts and works on are on a contingency basis. My firm does not charge any upfront fees or receive any unless and until the case is either settled or resolved through judgment. My firm invests money in the form of attorney and staff salaries and cost advances including those related to filing fees, depositions, mediations, experts, trial preparation, and trial. As such, there is a tremendous financial risk involved in all of the cases my firm take. This case was no

exception.

29. Traditionally, employment litigation plaintiffs are unable to pay their attorneys on an hourly basis and thus can obtain representation only if they can find counsel who are willing to accept their case on a contingent basis and agree to advance either all or a significant portion of the costs. At the same time, most plaintiff's attorneys are neither able nor willing to accept such contingent cases unless they can anticipate that they will recover a fee greater than they would have recovered if paid on an hourly basis if they prevail after time-consuming and expensive litigation. Plaintiff's attorneys, especially in class actions, face the risk that even if they are successful in litigating a case through trial, that Defendant could be judgment-proof, raising the possibility that Class would receive no payment at all.

30. Finally, in taking this case on a purely contingency basis, Class Counsel had to turn away other fee generating work because the case required Class Counsel to not only devote considerable time and resources to effectively prosecute and settle this action, but also wait until the Settlement is fully funded before finally being made whole.

31. To date, Class Counsel's actual and anticipated litigation costs are of $7,940.96, including future anticipated costs of $82.23 in filing this Motion, $20.13 in filing any supplemental brief and/or amended proposed judgment and order, and $20.13 in filing the Administrator's declaration regarding settlement distribution. Enclosed as **Exhibit 3** is a true and correct itemized list of Class Counsel's costs.

32. In addition to the invaluable services they provided, Plaintiff also took a significant risk, both professionally and monetarily, in acting as the Class Representative. Filing a lawsuit against one's employer carries an inherent reputational risk. Given that future employers are much less likely to hire individuals who have filed suit against their prior employer, particularly cases of this nature, Plaintiff could face negative employment prospects in the future. These risks can deter employees from asserting their rights. Additionally, because the claims alleged by Plaintiff involved the payment of costs to the prevailing party, Plaintiff could have possibly faced paying the costs of Defendant had they not prevailed in this action. Despite this, however, Plaintiff agreed to pursue this case on behalf of the Class. Plaintiff took such risks upon themselves and the whole Class benefited from this. Class Members did

not have to file individual lawsuits and bear the risks of payment of fees and costs if they did not prevail, nor did they have to face the potential for retaliation and not getting future employment had they filed a lawsuit which is a public record. Moreover, there were no objections by any Class Member to the proposed Class Representative Service Payments.

33. The original settlement agreement provided for a Service Award of $10,000.00 to Plaintiff. In the Court's May 12, 2026 initial order on Plaintiff's Motion for Preliminary Approval, the Court stated that its "standard service award is $7,500." Accordingly, when the Parties amended the settlement agreement, the Parties reduced Plaintiff's requested Service Award to $7,500.00. Agreement, § X.E(b). However, the Court's Preliminary Approval Order stated that the "settlement agreement states there will be . . . Service Payment of $3,750 to Plaintiff . . . ." Preliminary Approval Order, p. 1. Due to a miscommunication between Class Counsel and the Administrator, the Class Notice followed the Preliminary Approval Order and identified $3,750 as the Service Award. *See* Admin Decl., ¶ 8, Exh. A – Class Notice Packet. Plaintiff and Class Counsel hereby request that the Court award its standard service award of $7,500.00.

34. On November 10, 2026, I served the LWDA via filing through its online portal at https://dir.govfa.net/432 (Proposed Settlement of PAGA Case) with the Motion for Final Approval of Class Action and PAGA Settlement; all supporting declarations; the Order Granting Preliminary Approval of Class Action and PAGA Settlement; and the Proposed Judgment and Order Granting Final Approval of Class Action and PAGA Settlement. Enclosed as **Exhibit 4** is the LWDA's online filing confirmation.

I declare, under penalty of perjury under the laws of the State of California, that the foregoing is true and correct.

Executed on November 10, 2026 at Los Angeles, California.



William C. Sung

EXHIBIT 1

SHEPPARD, MULLIN, RICHTER & HAMPTON LLP
A Limited Liability Partnership
Including Professional Corporations
SAMANTHA D. HARDY, Cal Bar No. 199125
CARINA L. NOVELL, Cal Bar No. 329560
BERNICE E. DIAZ, Cal Bar No, 329246
501 West Broadway, 18th Floor
San Diego, California 92101-3598
Telephone: 619.338.6500
Facsimile: 619.234.3815
Email: shardy@sheppardmullin.com
cnovell@sheppardmullin.com
bdiaz@sheppardmullin.com

Attorneys for Defendant
BRITE NITES, INC.

Justice for Workers, P.C.
William C. Sung, Esq.
william@justiceforworkers.com
Tiffany L. Luu, Esq.
tluu@justiceforworkers.com
3600 Wilshire Blvd, 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

COUNTY OF ALAMEDA

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

Plaintiff,

v.

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

Defendants.

Case No. 24CV061873

AMENDED STIPULATION AND SETTLEMENT OF CLASS AND PAGA CLAIMS

Assigned for All Purposes to:
Hon. S. Raj Chatterjee
Dept.: 21

Complaint Filed: January 30, 2024
Trial Date: Not Yet Set

Doc ID: def5972ecdf0a893374e2bf5e0833a33ff584c37

TABLE OF CONTENTS

Page

I. Definitions 4
A. "Named Plaintiff" 4
B. "Defendant" 4
C. "Class Members" 4
D. "Parties" 4
E. "Plaintiffs' Counsel" or "Class Counsel" 4
F. "Action" or "Class Action" 4
G. "Operative Complaint" 4
H. "Participating Class Members" 4
I. "Class Period" 5
J. "PAGA Period" 5
K. "Unlocated Class Member" 5
L. "Effective Date" 5
II. Settlement Agreement 6
III. Procedural History 6
IV. Investigation in the Class Action 6
V. Named Plaintiff's Claims 7
VI. Defendant's Denial of Wrongdoing 7
VII. Named Plaintiff's Reasons for Settlement 8
VIII. Defendant's Reasons for Settlement 8
IX. This Settlement is Fair, Adequate, and Reasonable 8
X. Stipulation 8
A. Class Certification 9
B. Release as to All Participating Class Members 9
C. Neutral Reference 12

Doc ID: def5972ecdf0a893374e2bf5e0833a33ff584c37

D. Settlement Fund....12
E. Administration of the Settlement. 19
F. Nullification of Settlement Agreement 27
G. No Effect on Employee Benefits....28
H. Notices....28
I. Privacy of Documents and Information 29
J. Confidentiality Prior to Preliminary Approval....29
K. Limited Publicity Following Preliminary Approval 29
L. No Admission by the Released Parties 30
M. Exhibits and Headings....31
N. Amendment or Modification....31
O. Entire Agreement 31
P. Authorization to Enter into Settlement Agreement....31
Q. Binding on Successors and Assigns 32
R. California Law Governs 32
S. Counterparts 32
T. Cooperation and Drafting....32
U. Invalidity of Any Provision....32
V. Named Plaintiff's General Release Remains Effective....32

Doc ID: def5972ecdf0a893374e2bf5e0833a33ff584c37

I. Definitions. The following terms and definitions will be used in this Stipulation and Settlement of Class Claims. Additional terms are defined throughout the document as well.

A. "Named Plaintiff" means Plaintiff Michael Castro.

B. "Defendant" means Brite Nites, Inc.

C. "Class Members" shall be defined as all current and former independent contractors who performed work for Brite Nites, Inc. in California during the Class Period. "Aggrieved Employees" shall be defined as all current and former independent contractors who performed work for Brite Nites, Inc. in California during the PAGA Period.

D. "Parties" means Named Plaintiff and Defendant, collectively, as defined above.

E. "Plaintiffs' Counsel" or "Class Counsel" means William C. Sung and Tiffany L. Lu of Justice for Workers, P.C.

F. "Action" or "Class Action" means the lawsuit filed in Alameda County Superior Court, entitled *Michael Castro v. Brite Nites, Inc.*, Case No. 24CV061873.

G. "Operative Complaint" means the First Amended Complaint filed by Named Plaintiff in the Action ("FAC").

H. "Participating Class Members" means all Class Members who do not elect to exclude themselves by following steps set forth in Section X.F.5.b below.

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I. "Class Period" means the time period beginning on January 30, 2020, and ending on the date preliminary approval of the Settlement is granted or November 13, 2025, whichever date is earlier.

J. "PAGA Period" means the time period beginning one year prior to Plaintiff submitting his LWDA letter (*i.e.*, January 29, 2023) through and including the date preliminary approval of the Settlement is granted or November 13, 2025, whichever date is earlier.

K. "Unlocated Class Member" means any Class Member whose Notice has been returned as undeliverable after all of the procedures in Section X.F.4.c have been followed. Unlocated Class Members will not be sent individual settlement awards, but will remain Class Members.

L. "Effective Date" means the date by which this settlement is finally approved as provided herein and the Court's Final Judgment ("Final Judgment or "Judgment") becomes final. For purposes of this Section, the Court's Final Judgment becomes final upon the latter of: (i) if no appeal is filed, the expiration date and time for the filing or noticing of any appeal from the Court's judgment [the earlier of 60 days from the date a Notice of Entry of Judgment or a file-stamped copy of the Final Judgment and Order (substantially in the form attached hereto as **Exhibit 3**) is served on counsel]; (ii) if an appeal is filed, the date of affirmance of an appeal of the judgment becomes final under the California Rules of Court [30 days after the date a court of appeal's decision is filed unless the court of appeal (1) grants a petition for rehearing which by rule vacates the decision and sets the case "at large in the Court of Appeal," or (2) certifies its opinion for publication or partial publication after filing its decision, which resets the finality period from the filing date of the order for publication]; (iii) if an appeal is filed, the expiration of the time for a petition for review of the Final Judgment or of any court of appeal decision relating to the Final Judgment [10 days after the Court of Appeal's decision is final], and, if review is granted, the date of final affirmance of the Final Judgment following review pursuant

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to that grant; or (iv) if an appeal is filed, the date of final dismissal of any appeal from the Judgment or the final dismissal of any proceeding on review of any court of appeal decision relating to the Judgment.

II. Settlement Agreement. This Stipulation and Settlement of Class Claims ("Settlement," "Stipulation," or "Agreement") is made between the Named Plaintiff on behalf of himself and each of the other Class Members on the one hand, and the Defendant, on the other hand, in the Action and subject to approval of the Court. In the event the Settlement does not become effective by the terms of this Stipulation or for any other reason, any Orders entered pursuant to this Stipulation shall be rendered null and void, and shall be vacated, and the Parties shall revert to their respective positions existing immediately on the date before the mediation on August 15, 2025.

III. Procedural History. Named Plaintiff filed his lawsuit in Alameda County Superior Court on January 30, 2024, against Defendant, alleging the following causes of action: (1) minimum wage violations (Labor Code §§ 1182.12, 1194, 1194.2, 1197); (2) overtime wage violations (Labor Code §§ 204, 510, 1194, 1198); (3) meal period violations (Labor Code §§ 226.7, 512, 558); (4) rest period violations (Labor Code §§ 226.7, 516, 558); (5) wage statement penalties (Labor Code § 226); (6) waiting time penalties (Labor Code §§ 201-203); (7) failure to reimburse necessary business expenses (Labor Code § 2802); (8) unfair competition (Bus. & Prof. Code §§ 17200 *et seq.*). On May 21, 2024, Named Plaintiff filed the Operative Complaint, adding a cause of action for violation of the Private Attorneys General Act of 2004 ("PAGA") against Defendant. On August 15, 2025, the Parties mediated the case before Joann Rezzo via Zoom, which resulted in resolving the matter and the execution of this Agreement.

IV. Investigation in the Class Action. The Parties have conducted an extensive investigation of the facts and the law, including, *inter alia*, the exchange of documents and information through informal and formal discovery. Further, the Parties held numerous meetings

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and informal conferences wherein they exchanged information, theories of the case, and class data. Specifically, Defendant provided Named Plaintiff with the payment and time records of all putative class members. Defendant also provided Named Plaintiff with additional key data points per Named Plaintiff's requests. Counsel for the Parties further investigated the applicable law as applied to the facts discovered regarding the alleged claims of Class Members and potential defenses thereto, *i.e.*, Defendant's contentions that it properly provided meal and rest periods, properly paid for all time worked, reimbursed for all expenses, and the damages claimed by Class Members.

V. Named Plaintiff's Claims. Named Plaintiff has claimed and continues to claim that the Released Claims, as defined in Section X.B below, have merit and give rise to liability on the part of Defendant. Neither this Agreement, the documents referred to or contemplated herein, nor any action taken to carry out this Agreement is, or may be construed or used as, an admission, concession, or indication by or against Named Plaintiff or Class Counsel as to the merits or lack thereof of the Claims asserted.

VI. Defendant's Denial of Wrongdoing. Defendant has denied and continue to deny each of the Claims and contentions alleged by Named Plaintiff in the Action. Defendant has repeatedly asserted and continue to assert defenses thereto, and has expressly denied and continue to deny any wrongdoing or legal liability arising out of any of the facts or conduct alleged in the Action. Defendant also has denied and continue to deny, *inter alia*, the allegations that Class Members have suffered damages; that Defendant violated the California Labor Code or any other provision of law; that Defendant engaged in any other wrongful conduct as alleged in the Action; or that Class Members were harmed by the conduct alleged in the Action. Neither this Agreement, nor any document referred to or contemplated herein, nor any action taken to carry out this Agreement, is, may be construed as, or may be used as an admission, concession, or indication by or against Defendant of any fault, wrongdoing or liability whatsoever.

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VII. Named Plaintiff's Reasons for Settlement. Named Plaintiff recognizes the expense and length of continued proceedings necessary to continue the litigation against Defendant through trial and through any possible appeals. Named Plaintiff has also taken into account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent in such litigation. Named Plaintiff is also aware of the burdens of proof necessary to establish liability for the claims asserted in the Action (the "Claims" or "Class Action Claims"), Defendant's defenses thereto, and the difficulties in establishing damages for Class Members. Named Plaintiff has also taken into account the discovery undertaken and settlement negotiations conducted, which negotiations resulted in the material settlement terms entered into on August 15, 2025. Based on the foregoing, Named Plaintiff has determined that the Settlement set forth in this Agreement is a fair, adequate, and reasonable settlement, and is in the best interests of Class Members.

VIII. Defendant's Reasons for Settlement. Defendant has concluded that any further defense of this litigation would be protracted and expensive for all Parties. Substantial amounts of time, energy, and resources of Defendant has been and, unless this Settlement is made, will continue to be, devoted to the defense of the claims asserted by Class Members. For these reasons, Defendant has agreed to settle in the manner and upon the terms set forth in this Agreement to put to rest the Claims as set forth in the Action.

IX. This Settlement is Fair, Adequate, and Reasonable. The Parties believe this Settlement is a fair, adequate, and reasonable settlement of the Action, and have arrived at this Settlement after arms-length negotiations taking into account all relevant factors, present and potential. This Settlement was reached after extensive negotiations with experienced mediator Joann Rezzo.

X. Stipulation. NOW, THEREFORE, IT IS HEREBY STIPULATED, by and among Named Plaintiff on one hand and Defendant on the other hand, and conditioned upon approval by

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the Court, that the Class Action is hereby compromised and settled pursuant to the terms and conditions set forth in this Agreement.

A. Class Certification. For purposes of this Stipulation only, the Parties agree to the certification of the Settlement Class and to include all current and former independent contractors who performed work for Defendant in California during the Class Period. Should for whatever reason the Stipulation not become final, the fact that the Parties were willing to stipulate to class certification as part of the Settlement shall have no bearing on, and shall not be admissible in connection with, the issue of whether a class should be certified in a non-settlement context in the Action, and shall have no bearing on, and shall not be admissible in connection with, the issue of whether a class should be certified in any other lawsuit.

B. Release as to All Participating Class Members and the LWDA. The release set forth in this Section pertains to Participating Class Members and Aggrieved Employees. As set forth in Section I.H above, Participating Class Members are "all Class Members who do not elect to exclude themselves by following the steps set forth in Section X.F.5.b below." As of the date that Defendant makes Funding Payments One to Three and the employer's share of payroll taxes, as described below, the Participating Class Members, including Named Plaintiff, release 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 (the "Released Parties") from the "Released Class Claims" arising during the Class Period. For the purposes of this Agreement, "Released Class Claims" means all claims alleged in Named 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,

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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 Class Members may not sue or otherwise make a claim against any of the Released Parties for the Released Claims.

The Parties agree that this release 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. The Released Class Claims expressly do not include claims for unemployment compensation, workers' compensation, discrimination, or retaliation.

As of the date that Defendant makes Funding Payments One to Three and the employer's share of payroll taxes, as described below, Named Plaintiff, as proxy and agent on behalf of the LWDA, releases 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 (the "Released Parties") from the "Released PAGA Claims" arising during the PAGA Period. For the purposes of this Agreement, "Released PAGA Claims" means all claims for civil penalties under the PAGA alleged in Named 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

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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.

C. General Release by Named Plaintiff Only. Named Plaintiff, as of the date that Defendant makes Funding Payments One to Three and the employer's share of payroll taxes, as described below, makes the additional following general release of all claims, known or unknown. Named Plaintiff fully releases and discharges the Released Parties from all claims, demands, rights, liabilities, and causes of action of every nature and description whatsoever, known or unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule, or regulation arising out of, relating to, or in connection with any act or omission by or on the part of any of the Released Parties committed or omitted prior to the execution hereof relating to his employment with or resignation from any of the Released Parties. This includes any unknown claims Named Plaintiff does not know or suspect to exist in his favor, which, if known by him, may have affected his settlement with, and release of, the Released Parties or might have affected his decision not to object to the settlement.

With respect to the General Release, Named Plaintiff stipulates and agrees that, as of the date that Defendant makes Funding Payments One to Three and the employer's share of payroll taxes, as described below, Named Plaintiff shall be deemed to have, and by operation of the Final Judgment shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits of Section 1542 of the California Civil Code, or any other similar provision under federal or state law, which provides:

> **A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.**

Named Plaintiff may hereafter discover facts in addition to or different from those he now knows or believes to be true with respect to the subject matter of the General Release, but

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as of the Date that Defendant makes Funding Payments One to Three and the employer's share of payroll taxes, as described below, shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever settled and released any and all of the claims released pursuant to the General Release, whether known or unknown, suspected or unsuspected, contingent or non-contingent, which now exist, or heretofore have existed upon any theory of law or equity now existing or coming into existence in the future, including but not limited to conduct that is negligent, intentional, with or without malice, or a breach of any duty, law, or rule, without regard to the subsequent discovery or existence of such different or additional facts. Named Plaintiff will no longer be an aggrieved employee for purposes of PAGA once the Settlement is approved and Defendant completes its duties under the Settlement Agreement. Named Plaintiff will refrain from filing any litigation against Defendant while the Settlement is pending.

D. Neutral Reference. Defendant will only provide dates of employment and job title in response to any inquiries it may receive from prospective employers on behalf of Named Plaintiff. Prospective employers must call (385) 900-1020. The only information that will be provided will be Named Plaintiff's job titles and dates of employment.

E. Settlement Fund. Defendant will create a non-reversionary Settlement Fund in the amount of Three Hundred Thousand Dollars and Zero Cents ($300,000.00) ("Settlement Fund") plus the employer's share of payroll taxes due on the Settlement Checks that are cashed by Participating Class Members. Defendant shall fully fund the Settlement Fund by making annual payments into an escrow account administered by the Settlement Administrator. Defendant shall make three annual contributions of $100,000.00 into the escrow account based on the following schedule: on or before January 31, 2026 ("Funding Payment One"); on or before January 31, 2027 ("Funding Payment Two"); and on or before January 31, 2028 ("Funding Payment Three"). Defendant shall also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than January 31, 2027 so that all Individual Settlement Awards can be distributed in the first settlement distribution. The Settlement

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Administrator shall refund the amounts representing payroll taxes on checks that are not cashed by Participating Class Members. If the Court does not approve the Settlement and enter final judgment, the Settlement Administrator shall refund payments made by Defendant into the escrow account less its expenses in administering the Settlement. The Settlement Fund will be allocated among these elements:

(a) payments to Participating Class Members of the Individual Settlement Awards less deductions as explained in Section X.E.2;

(b) a total amount not to exceed Seven Thousand Five Hundred Dollars and No Cents ($7,500.00) to be paid to the Named Plaintiff as a Service Award, subject to Court approval;

(c) reasonable settlement administration expenses, in an amount not to exceed Eight Thousand Six Hundred Ninety Dollars and No Cents ($8,690.00), subject to Court approval, to be paid to the Settlement Administrator to cover the reasonable costs of the Settlement Administration process;

(d) Class Counsel's attorneys' fees not to exceed one-third (1/3) of the Settlement Fund, or a maximum of One Hundred Thousand Dollars and No Cents ($100,000.00) subject to Court approval;

(e) Class Counsel's litigation costs not to exceed the amount of Twenty Thousand Dollars and No Cents ($20,000.00) subject to their billing statements and Court approval; and

(f) Fifteen Thousand Dollars and No Cents ($15,000.00) allocated for penalties recoverable under PAGA and payable to the Labor and Workforce Development Agency ("LWDA"), 75% of which, or $11,250.00, will be paid to the LWDA, and 25% of which, or $3,750.00, will be paid to Aggrieved Employees as Individual PAGA Awards.

Any amounts allocated to Named Plaintiff's Service Award, Settlement Administration costs, Attorneys' Fees and Litigation Costs, and PAGA penalties not awarded by the Court shall be added to Individual Settlement Awards and paid to Participating Class Members. Any amounts earmarked for Unlocated Class Members shall be transmitted to a Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure Section

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384, subd. (b) ("Cy Pres Recipient"). The Parties designate Legal Aid Foundation of Los Angeles as the Cy Pres Recipient.

The amount that remains after the Service Award, Settlement Administration expenses, Attorneys' Fees and Costs, PAGA penalties, and any unawarded portions of those components have been deducted from the Settlement Fund shall be called the "Payout Fund."

1. Fees and Costs Award and Service Award. The Parties agree to the designation of William C. Sung and Tiffany L. Lu of Justice for Workers, P.C. as "Class Counsel." Class Counsel will request that the Court approve an award of attorneys' fees of up One Hundred Thousand Dollars and No Cents ($100,000.00), subject to Court approval ("Fees Award"). This constitutes one-third (1/3) of the value of the Settlement Fund. Class Counsel will also request a Costs Award not to exceed Twenty Thousand Dollars and No Cents ($20,000.00). Defendant will not oppose these requests. Class Counsel shall not be permitted to petition the Court for, or accept, any additional payments for fees, costs, or interest, and the Fees Award and Costs Award shall be for all claims for attorneys' fees and costs, past, present, and future, incurred in the Action.

Defendant's payment of the Fees Award and Costs Award to Class Counsel shall constitute full satisfaction of the obligation to pay any amounts to any person, attorney, or law firm for attorneys' fees, expenses, or costs in the Action incurred by any attorney on behalf of Named Plaintiff and/or the Class. Further, said payment shall relieve Defendant, the Settlement Administrator, the Settlement Fund, and Defendant's Counsel of any other claims or liability to any other attorney or law firm for any attorneys' fees, expenses, and/or costs to which any of them may claim to be entitled on behalf of Named Plaintiff and/or the Class.

Class Counsel will request that the Court approve a Service Award in a total amount not to exceed Seven Thousand Five Hundred Dollars and No Cents ($7,500.00) to be paid to Named Plaintiff as a Service Award and to be paid out of and deducted from the Settlement Fund. Defendant will not oppose such request. Named Plaintiff's Service Award will be designated as 100% 1099-MISC income . Named Plaintiff will indemnify Defendant for any tax

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penalties due or payable by Named Plaintiff. Named Plaintiff will receive a 1099 form relating to the Service Award. This award shall be in addition to the amount the Named Plaintiff may receive as a Participating Class Member and Aggrieved Employee.

The Fees Award, Costs Award, and Service Award shall be paid by Defendant by and through the Settlement Administrator from the Settlement Fund to Class Counsel based on two distributions as discussed in detail below.

2. Plan of Allocation for Payment to Participating Class Members and Aggrieved Employees. Defendant shall pay, by and through the Settlement Administrator from the Payout Fund, the Individual Settlement Awards to the Participating Class Members and Individual PAGA Awards to the Aggrieved Employees based on two distributions as discussed in detail below in the section entitled "Procedure for Payment of Settlement Awards Through Two Distributions" and in accordance with the following eligibility and settlement formula requirements.

a. Excluded from becoming a Participating Class Member are those Class Members who submit valid and timely requests for exclusion pursuant to the terms and procedures of the Notice of Class Action Settlement (attached as **Exhibit 1** hereto). Because future PAGA claims are subject to claim preclusion upon entry of the judgment, Aggrieved Employees remain eligible for an Individual PAGA Award and are deemed to release Released PAGA Claims regardless of whether they submit valid and timely requests for exclusion.

b. Any Class Member who does not timely request exclusion shall become a Participating Class Member and will receive an Individual Settlement Award. The Individual Settlement Awards to be allocated to each Participating Class Member shall be calculated as follows:

(1) After deducting the amount of the Fees Award, the Costs Award, the Service Award, PAGA penalties to the LWDA and Aggrieved Employees, and settlement administration expenses that are all finally approved by the Court, the remaining Payout Fund will be allocated to the Participating Class Members;

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(2) To arrive at these amounts, the Payout Fund will be distributed on a pro-rata basis to Participating Class Members on a per-workweek basis. Participating Class Members will receive their pro-rata share based on how many workweeks they worked during the Class Period as compared to all workweeks worked by all Participating Class Members during the Class Period ("Workweek Totals"). The number of workweeks for each Class Member will be determined by adding the number of weeks wherein each Class Member received payment from Defendant. Any partial workweek will be expressed as a percentage of a full workweek. This shall be considered each Class Member's "Workweek Figure." Participating Class Members' Gross Settlement Amounts will be calculated by dividing the Payout Fund by the total of all Class Members' Workweek Figures to arrive at a Per-Workweek Amount, and then multiplying this amount by each Participating Class Member's Workweek Figure.

c. Ten percent (10%) of all Individual Settlement Awards to Participating Class Members will be called the "Gross Wage Portion." The remaining Ninety percent (90%) of payments to Participating Class Members represents the "Non-Wage Portion" of the Individual Settlement Award and includes interest and statutory penalties sought in the Action. Participating Class Members will be issued W2s for the Wage Portions of their Individual Settlement Payment and IRS Form 1099s for the Non-Wage Portions. The resulting amount will be each individual Participating Class Member's "Gross Wage Component." From each Participating Class Member's Gross Wage Component, payroll deductions will be made for state and federal withholding taxes and any payroll taxes owed by the Participating Class Member and the Defendant as a result of the payment, resulting in a "Net Wage Component." The total of the Net Wage Component and the Non-Wage Portion shall be the Participating Class Member's "Net Settlement Amount." The Net Settlement Amount will be the net amount paid to each Participating Class Member and is the Participating Class Member's "Individual Settlement Award."

d. The Settlement Administrator shall be responsible for issuing the payments and calculating and withholding all required state and federal taxes owed by the Participating Class Members and Defendant. The Settlement Administrator shall calculate the

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Settlement Awards no later than seven (7) calendar days after receiving the Workweek Totals for each Class Member (i.e., the "Class List and Data Report" defined below) from Defendant.

e. The Settlement Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA penalties ($3,570.00) by the total number of workweeks worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's workweeks worked during the PAGA Period. The Individual PAGA Payment will be classified as 100% 1099 payments.

f. Some of the Individual Settlement Awards and Individual PAGA Awards may remain unclaimed because a Class Member and/or Aggrieved Employee (1) was an Unlocated Class Member, (2) submitted a valid and timely request for exclusion, and/or (3) failed to cash their Individual Settlement Award and/or Individual PAGA Award checks within one hundred twenty (120) days of its issuance, as allowed by Court order. Funds associated with these unclaimed amounts shall be deducted from the Payout Fund and transmitted to the Cy Pres Recipient.

3. Operation of the Settlement Fund and Payout Fund.

a. Except as provided herein, at no time shall Defendant have the obligation to segregate the funds comprising the Settlement Fund from their other assets, and Defendant will retain exclusive authority over, and responsibility for, those funds until they are paid over to the Settlement Administrator.

b. The Settlement Administrator will calculate the net amounts to be paid to the Participating Class Members and Aggrieved Employees from the Settlement Fund in accordance with the terms and provisions of this Agreement.

c. The Settlement Administrator shall have the authority and obligation to make payments, credits, and disbursements, including payments and credits in the manner set forth herein, to Participating Class Members and Aggrieved Employees from the

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Settlement Fund in accordance with the methodology set out in this Agreement and orders of the Court.

d. To the extent any tax returns must be filed for the Settlement Fund pursuant to this Agreement, the Settlement Administrator shall cause to be timely and properly filed all informational and other tax returns, if any, necessary with respect to the Settlement Fund. Such returns shall be consistent with this Section. The Parties do not believe that the Settlement Fund will generate any taxable income. However, if any taxable income is generated by the Settlement Fund, the tax returns filed shall reflect that all taxes payable on the taxable income of the Settlement Fund, if any, shall be paid from the Settlement Fund. Any expenses consisting of the expenses and costs incurred in connection with the operation and implementation of this Section (including, without limitation, reasonable expenses of tax attorneys, accountants, or other designees retained by the Settlement Administrator as required for the preparation and filing of tax returns described in this Section) shall be treated as, and considered to be, a cost of administration of the Settlement.

e. No person shall have any claim against Defendant, Defendant's Counsel, Named Plaintiff, Class Members, based on distributions and payments made in accordance with this Agreement. For the avoidance of doubt, there is no waiver of any claims against the Settlement Administrator based on distributions and payments made in accordance with this Agreement.

4. Escalator Clause. Defendant estimates the Workweek Totals is 1,208 workweeks (i.e., Class Members collectively worked 1,208 workweeks during the Class Period). If the Workweek Totals is 18% higher than 1,208 (i.e., 1,426 workweeks or more), then the Settlement Fund is to be increased proportionally by the workweeks in excess of 18% (1,426 workweeks) (the "Escalator Clause"). For example, if the Workweek Totals is 20% higher than 1,208, then the Settlement Fund will increase by 2%.

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F. Administration of the Settlement.

1. A hearing shall be held before the Court on a mutually-convenient date, or on another date and time if that hearing is rescheduled, at which the Named Plaintiff shall request preliminary approval of the Settlement. In conjunction with this hearing, Named Plaintiff will submit this Agreement, which sets forth the terms of this Settlement, and will include proposed forms of all notices and other documents as attached hereto necessary to implement the Settlement. Defendant shall not oppose Named Plaintiff's request for preliminary approval consistent with this Agreement.

2. Simultaneous with the filing of this Agreement, and solely for purposes of this Settlement, Named Plaintiff will request the Court to enter the Preliminary Approval Order ("Preliminary Approval Order") (substantially in the form attached as **Exhibit 2** hereto) preliminarily approving the proposed Settlement, approving the appointment of Class Counsel, and setting a date for final approval of the Settlement. The Proposed Order shall provide for notice of the Settlement and related matters to be sent to Class Members as specified herein. The Parties will request the Court, in its preliminary approval of this Settlement, to enjoin any Class Members from initiating or prosecuting any proceeding on any claim to be released pursuant to this Stipulation unless, and until, either the Class Member opts out of the class, or the Effective Date does not occur (as set forth in Section I.L, above).

3. Interim Stay of Proceedings. The Parties agree to hold all Court proceedings in the Action in abeyance pending the Preliminary Settlement Hearing and Final Approval Hearing to be conducted by the Court. No additional discovery shall be conducted in this case unless this Settlement Agreement is nullified in accordance with Section X.G below.

4. Notice of the Settlement shall be provided to Class Members using the following procedures:

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a. Class List. Within fourteen (14) calendar days after Preliminary Approval, Defendant shall provide the Settlement Administrator a "Class List and Data Report" showing the full names; social security numbers, to the extent Defendant is aware of them; last known e-mail addresses and mailing addresses for all Class Members; and their weeks worked within a covered position, as well as applicable Workweek Totals and workweeks worked during the PAGA Period. If Defendant is not in possession of some or all of this information for particular Class Members, Defendant will provide the information that it does have in its possession. The Settlement Administrator shall keep this information confidential and shall not share this information with Class Counsel. Additionally, Class Members and Class Counsel shall not be entitled to the names or contact information for the Class Members. Class Counsel's contact information will be included on the Class Notice so that Class Members can reach them.

b. Settlement Administrator. The Parties agree to designate Apex Class Action LLC as the "Settlement Administrator." In the event Apex Class Action LLC is subsequently unable to serve as Settlement Administrator, another Settlement Administrator shall be agreed to by the Parties, or, if they cannot reach agreement, will be selected by the Court. The Parties agree that they have selected a Settlement Administrator with whom they have no financial interest or other relationship that could create a conflict of interest. The Settlement Administrator shall be responsible for: managing the escrow account and payments Defendant makes into the Settlement Fund; preparing, printing, and mailing the Notice as directed by the Court to the Class Members; communicating with Class Members and others regarding the Settlement Award administration process, corrections, and/or additional information needed for administration; calculating the Total Workweeks; calculating the amount of the Individual Settlement and PAGA Awards and all payroll tax deductions to be withheld; keeping track of opt outs; drafting and mailing Settlement Award checks to Participating Class Members and Aggrieved Employees; disbursing the Fees Award and Costs Award to Class Counsel; disbursing the Service Awards to Named Class Member; submitting the LWDA's portion of the PAGA payment to the LWDA; preparing, mailing, and filing all applicable tax forms necessary as a result of the payments made under this Settlement; and for such other tasks as the Parties mutually agree

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or the Court orders the Settlement Administrator to perform. Defendant represent that the Notice will be provided in English and Spanish to the Class.

c. Notice Mailing. By no later than fourteen (14) calendar days after receipt of the Class List and Data Report, the Settlement Administrator shall send the Notice to all Class Members via First Class U.S. Mail. Prior to mailing, one National Change of Address ("NCOA") search will be performed on Defendant's records to ascertain updated contact information for all Class Members. Any Notices returned to the Settlement Administrator as non-delivered before the Notice Deadline Date specified below shall be sent to the forwarding address affixed thereto within ten (10) days of receiving notice that a Notice was undeliverable. If no forwarding address is provided, then the Settlement Administrator shall attempt to determine a correct address by using a single computer or other search using the available identifying information and shall forward the Notice to the correct address.

d. In the event the procedures in this Section are followed and the intended recipient of a Notice still does not receive the Notice, the intended recipient shall remain a Participating Class Member and shall be bound by all terms of the Settlement and by any Final Judgment entered by the Court, provided the Settlement is approved by the Court. As defined above, these persons shall be included as "Unlocated Class Members."

e. The Parties agree that this procedure (i.e., direct notice via U.S. Mail) is the best notice practicable under the circumstances and fully complies with due process and all applicable laws and rules.

5. Procedure for Objecting to or Requesting Exclusion from Class Action Settlement and Challenging the Number of Workweeks.

a. Procedure for Objecting. The Notice shall provide that Participating Class Members who wish to object to the Settlement must submit a written statement objecting to the Settlement. Such written objection must contain the name of the person objecting; whether the objector has retained an attorney; and if the objector has retained an attorney, the

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name of the firm, name of the attorney, address, and telephone number. Such written statement must be returned by mail or email to the Settlement Administrator and must be postmarked no later than sixty (60) calendar days after the date the Notice is first mailed based on the postmark date of the Notice (the "Objection/Exclusion Deadline Date"). Participating Class Member shall also be entitled to appear at the final Settlement Hearing (whether individually or through separate counsel at their own expense) to object to the Settlement. The date of the postmark on the return mailing envelope or email shall be the exclusive means used to determine whether an objection has been timely submitted. Participating Class Members who fail to submit timely written or oral objections in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement. Further, if the objector retains an attorney, the attorney must file a valid notice of appearance within seven (7) days after the deadline for submitting objections. Any Participating Class Member who submits a timely and valid objection will still be entitled to their Individual Settlement Award as a Participating Class Member and will be bound by the Settlement if the Court approves the Settlement. If a Class Member submits both a timely objection and request for exclusion from the settlement, the objection will not be considered but the request for exclusion will be accepted.

b. Procedure for Requesting Exclusion. The Notice shall provide that Class Members who wish to exclude themselves from the Class must submit a written statement requesting exclusion from the Class on or before the Objection/Exclusion Deadline Date. Such written request for exclusion must contain the name of the person requesting exclusion and a statement that he or she request exclusion from the class and do not wish to participate in the settlement. Such request must be returned by mail or email to the Settlement Administrator and must be postmarked on or before the Objection/Exclusion Deadline Date. The date of the postmark on the return mailing envelope or email shall be the exclusive means used to determine whether a request for exclusion has been timely submitted. Any Class Member who submits a timely and valid request for exclusion from the Class will not be entitled to any recovery of Individual Settlement Awards and will not be bound by the Released Class Claims or have any

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right to object, appeal, or comment thereon. Class Members who fail to submit a valid and timely request for exclusion on or before the Objection/Exclusion Deadline Date shall become Participating Class Members and shall be bound by all terms of the Settlement and any Final Judgment entered in the Class Action if the Settlement is approved by the Court.

c. Challenges to Calculation of Workweeks. Each Class Member shall have, by the Objection/Exclusion Deadline Date, to challenge the number of workweeks during the Class Period and PAGA Period (if any) allocated to the Class Member in the Notice of Class Action Settlement. The Class Member may challenge the allocation by communicating with the Settlement Administrator via email or mail. The Settlement Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Settlement Administrator is entitled to presume that the workweeks contained in the Notice of Class Action Settlement are correct so long as they are consistent with the Class List and Data Report. The Settlement Administrator's determination of each Class Member's allocation of workweeks shall be final and not appealable or otherwise susceptible to challenge. The Settlement Administrator shall promptly provide copies of all challenges to calculation of workweeks to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

6. No Solicitation of Settlement Objections or Exclusions. The Parties agree to use their best efforts to carry out the terms of this Settlement. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit written objections to the Settlement or requests for exclusion from the Settlement Class or to appeal from the Court's Final Judgment.

7. The Settlement Administrator will, on a weekly basis during and for a reasonable period following the Notice Period, provide updates to Class Counsel and Defense Counsel as to the number of Class Members who submitted (i) valid opt-out requests for exclusions; and (ii) objections. To the extent practicable, the weekly updates shall also provide

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updated data on the number of Class Notices that are returned undeliverable and any re-mailing efforts. The updates shall not identify the Class Members by name, address, or any other information.

8. The Settlement Administrator will prepare a declaration to be provided to Class Counsel and Defendant's Counsel for filing in support of Class Member's motion for final approval attesting to the following: (i) its mailing efforts regarding the Class Notice; (ii) its receipt of the valid requests for exclusion, and its inability to deliver the Class Notice to Class Members, if any; and (iii) the average, highest and lowest estimated Individual Settlement Awards within 14 calendar days after the Objection/Exclusion Deadline Date.

9. Option to Terminate Settlement. If, after the Objection/Exclusion Deadline Date, and before the Settlement Hearing referenced in Section X.F.10 below, the number of Class Members who have timely submitted valid requests for exclusion total more than ten percent (10%) of all Class Members, Defendant shall have, in their sole discretion, the option to terminate this Settlement. To be valid, a request for exclusion must be submitted on a timely basis and contain the information required by the Settlement Agreement. Defendant agrees to meet and confer in good faith with Class Counsel before withdrawing from this Agreement. In the event that Defendant elects to withdraw, they shall provide written notice of such withdrawal to Class Counsel. If Defendant chooses to exercise its rights to withdraw from the Settlement Agreement, Defendant must do so within ten (10) days after the Settlement Administrator notifies Class Counsel and Defendant's Counsel of the number of valid opt outs or objections received, which the Settlement Administrator will do within ten (10) days after the Objection/Exclusion Deadline Date. Class Counsel may attempt to cause retraction of any election of exclusion by Class Members. If Defendant has exercised its option to withdraw from the Settlement Agreement, and Class Counsel succeeds in causing the retraction of sufficient requests for exclusion such that the remaining number of Class Members seeking exclusion does not exceed 10% of the Class Member Class, then Defendant's notice of withdrawal from the Settlement Agreement shall

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automatically be deemed a nullity. To retract a prior request for exclusion, a Class Member must provide to the Settlement Administrator at least three (3) calendar days prior to the Final Settlement Hearing, or any adjournment thereof, a written notice stating their desire to retract their request for exclusion from the Class Member Class. Any withdrawal from this Agreement by Defendant shall have the same effect as a termination of the Settlement Agreement for failure to satisfy a condition of settlement, and the Settlement Agreement shall become null and void and have no further force or effect, and the Settlement Class certified pursuant to the Settlement Agreement will be decertified for all purposes. If Defendant chooses to terminate the Stipulation based upon this Section, Defendant shall pay the Settlement Administrator's fees and costs incurred to that point.

10. Final Settlement Approval Hearing and Entry of Final Judgment. Upon expiration of the Objection/Exclusion Deadline Date, with the Court's permission, a Final Settlement Approval Hearing ("Settlement Hearing") shall be conducted to determine final approval of the Settlement along with the amount properly payable for (i) attorneys' fees and costs to Class Counsel, (ii) Named Plaintiff's Service Award, (iii) Settlement Administration fees, and (iv) PAGA penalties. Upon final approval of the Settlement by the Court at or after the Settlement Hearing, the Parties shall present an Order Granting Final Approval and Final Judgment ("Final Judgment and Order") (substantially in the form attached as **Exhibit 3** hereto) to the Court for its approval. After entry of the Final Judgment and Order, the Court shall have continuing jurisdiction pursuant to California Code of Civil Procedure Section 664.6 solely for purposes of addressing: (i) settlement administration matters and (ii) such post-Final Judgment matters as may be appropriate under court rules or as set forth in this Agreement.

11. The Settlement Administrator shall establish a Settlement Account (either a separate checking account or separate ledger entry), and timely fund any checks written upon the Settlement Account to pay all amounts owed under this Settlement.

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12. Procedure for Payment of Settlement Awards Through Two Distributions.

a. First Distribution. Within twenty-one (21) calendar days of Funding Payment Two, the Settlement Administrator will distribute all monies in the Settlement Fund by paying out, in the following order until the funds are exhausted: (1) all Individual Settlement Awards to the Participating Class Members, (2) all Individual PAGA Awards to Aggrieved Employees, (3) PAGA penalties to the LWDA, (4) the Named Plaintiff's Service Award, (5) Class Counsel's litigation costs, and (6) Class Counsel's attorney's fees. No later than January 4, 2027, the Settlement Administrator shall calculate the maximum amount of employer-side payroll taxes due on the Gross Wage Portion of the Individual Settlement Awards and provide said calculations to Defendant. Defendant shall pay the employer-side payroll taxes due on the Gross Wage Portion of the Individual Settlement Awards to the Settlement Administrator by January 31, 2027.

b. Second Distribution. Within twenty-one (21) calendar days of January 31, 2028, the Settlement Administrator will distribute all remaining monies in the Settlement Fund.

c. Any checks paid to Participating Class Members shall remain valid and negotiable for one hundred twenty (120) days from the date of their issuance ("Check Stale Date"). Any checks not cashed after one hundred twenty (120) calendar days will be distributed to the Cy Pres Recipient as set forth within this Agreement. For any checks that are returned with a forwarding address, the Settlement Administrator shall send the check to that forwarding address within ten (10) calendar days. For any checks that are returned with no forwarding address, the Settlement Administrator shall attempt to determine a correct address by using a single computer or other search and shall email the Participating Class Member at the email address provided by Defendant. If the Settlement Administrator obtains a new address, then the check shall be mailed to that new address within ten (10) calendar days. In the event these procedures are utilized and the person does not receive the check, the Settlement Administrator

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will have fulfilled all of its obligations under this section and shall distribute the funds in that check to the Cy Pres Recipient.

13. Administration of the Settlement shall be completed on or before the date approximately one hundred twenty (120) days or sooner after the Check Stale Date for the second distribution. Upon completion of administration of the Settlement, the Settlement Administrator shall provide Class Counsel and counsel for Defendant with a declaration of completion to be filed with the Court by Class Counsel.

14. Administration Cost. All of Defendant's own legal fees, costs, and expenses incurred in the Action shall be borne by Defendant. In accordance with Section X.E, settlement administration expenses will be part of the Settlement Fund. The Parties agree to cooperate in the Settlement administration process and to make all reasonable efforts to control and minimize the costs and expenses incurred in administration of the Settlement.

G. Nullification of Settlement Agreement. In the event that prior to the Effective Date: (i) the Court does not enter a Preliminary Approval Order; (ii) the Court does not finally approve the Settlement as provided herein; (iii) the Court does not enter a Final Judgment as provided herein which becomes final as a result of the occurrence of the Effective Date; (iv) more than ten percent (10%) of Class Members submit valid opt-out election forms and Defendant exercise their option to void the settlement; or (v) the Settlement does not become final for any other reason, this Settlement Agreement shall be null and void and any order or judgment entered by the Court in furtherance of this Settlement shall be treated as void *ab initio*. In that case, the Parties will seek to reach a revised agreement acceptable to them to be presented to the Court. In the event the Parties cannot reach a mutually acceptable revised agreement, they shall ask the mediator to assist them in resolving the remaining disputes before litigating further. In the event the Parties are unable to reach a revised agreement, or any such revised agreement is not approved by the Court, the Parties shall proceed in all respects as if this Settlement Agreement had not been

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executed and Defendant will not make any payments under this Settlement Agreement, except that any fees already incurred by the Settlement Administrator shall be paid for by Defendant. In the event an appeal is filed from the Court's Final Judgment, or any other appellate review is sought prior to the Effective Date, administration of the Settlement shall be stayed pending final resolution of the appeal or other appellate review. The Parties will work cooperatively in connection with defending the settlement on appeal and each party will file papers in support of the settlement as necessary and appropriate.

H. No Effect on Employee Benefits. The Service Awards and Individual Settlement Awards paid to the Named Plaintiff and Participating Class Members shall be deemed not to be pensionable earnings and shall not have any effect on the eligibility for, or calculation of, any of the employee benefits (e.g., vacations, holiday pay, retirement plans, etc.) of Named Plaintiff or Participating Class Members. The Parties agree that any Service Award and Individual Settlement Awards paid to Named Plaintiff and Participating Class Members under the terms of this Agreement do not represent any modification of Named Plaintiff's or Participating Class Members' previously credited hours of service, or other eligibility criteria, under any employee pension benefit plan or employee welfare benefit plan sponsored by Defendant. Further, any Service Award or Individual Settlement Awards hereunder shall not be considered "compensation" in any year for purposes of determining eligibility for, or benefit accrual within, an employee pension benefit plan, employee welfare benefit plan sponsored by Defendant, or unemployment benefits. Defendant will not take 401(k) or other benefits deductions from any Service Award or Individual Settlement Awards.

I. Notices. Named Plaintiff shall give the following notices:

a. Named Plaintiff will provide the required notice to the LWDA pursuant to California Labor Code § 2699(l)(2).

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J. Privacy of Documents and Information. Within 30 days of execution of this Agreement, Defendant will file a Notice of Conditional Settlement of the Action.. Named Plaintiff and Named Plaintiff's counsel agree that none of the documents and information provided to them by Defendant shall be used for any purpose other than prosecution of the Class Action.

K. Confidentiality Prior to Preliminary Approval. The undersigned agree that prior to the date of the filing of the papers in support of Preliminary Approval, they will keep confidential the terms of this Settlement, and there shall be no publicity of any kind relating to this Settlement. Named Plaintiff shall be informed that the Settlement is confidential up until the date of the filing of the papers in support of Preliminary Approval, and shall be advised to keep this Settlement confidential. Notwithstanding the foregoing, Named Plaintiff and Class Counsel may inform their immediate family and legal, tax, and financial advisors of this Settlement. However, before disclosing any such information to any such person, Named Plaintiff or Class Counsel (as the case may be) shall advise such person(s) that the information is confidential. The disclosure of this information to any other person shall constitute a breach of this Agreement. Prior to the date of the filing of the papers in support of Preliminary Approval, Class Counsel and Counsel for Defendant may not communicate the terms of this Settlement to Class Members, other than Named Plaintiff, including on websites. Notwithstanding the foregoing, the Parties may discuss the terms of the Settlement in any papers filed with the Court relating to preliminary approval of the Settlement. Defendant may reference this Settlement prior to Preliminary Approval in its financial disclosures.

L. Limited Publicity Following Preliminary Approval. From and after Preliminary Approval of the Settlement, Class Counsel and Named Plaintiff may only comment regarding the specific terms of this Agreement: (1) as required by law; or (2) as required under the terms of this Agreement. In all other cases, Class Counsel and Named Plaintiff agree to not publicize this Settlement in any way. Neither Named Plaintiff nor Class Counsel shall hold any

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press conference, make any press release, make statements to the press, publish the settlement on the internet or social media, or in any way affirmatively publicize any information related in any way to the Settlement. Notwithstanding the foregoing, Class Counsel is expressly permitted to disclose the publicly filed terms of this settlement in their declarations filed in other cases; provided that the declarations are not otherwise publicized or reported and are only filed with the courts in any other cases. Nothing in this paragraph or any other provision of this Agreement is intended to prevent the Parties from disclosing factual information regarding any claim for sexual harassment, sex discrimination, or retaliation for reporting sexual harassment or sex discrimination pursuant to California Code of Civil Procedure § 1001(a)(3). Further, nothing in this Agreement shall prevent Class Members from engaging in any form of concerted activity that is protected by Section 7 of the National Labor Relations Act, which is codified at 29 U.S.C. § 157. Information about such rights is available to Class Members on the National Labor Relations Board's website, www.nlrb.gov.

M. No Admission by the Released Parties. Defendant and the Released Parties deny any and all claims alleged in the Action and deny all wrongdoing whatsoever. This Agreement is not a concession or admission, and shall not be used against Defendant or any of the Released Parties as an admission or indication with respect to any claim of any fault, concession, or omission by Defendant or any of the Released Parties. Whether or not the Settlement is finally approved, neither the Settlement, nor any document, statement, proceeding, or conduct related to this Agreement, nor any reports or accounts thereof, shall in any event be:

1. Construed as, offered as, admitted into, or deemed to be evidence for any purpose adverse to the Released Parties, including but not limited to evidence of a presumption, concession, indication, or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage; or

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2. Disclosed, referred to, offered, or received as evidence against any of the Released Parties in any further proceeding in the Action, or any other civil, criminal, or administrative action or proceeding, except for purposes of settling the Action pursuant to this Agreement or enforcing the terms of this Stipulation.

N. Exhibits and Headings. The terms of this Agreement include the terms set forth in any of the attached **Exhibits 1 through 3**, which are incorporated by this reference as though fully set forth herein. Any Exhibits to this Agreement are an integral part of the Settlement. The descriptive headings of any Paragraphs or Sections of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement.

O. Amendment or Modification. This Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest.

P. Entire Agreement. This Agreement and the attached Exhibits constitute the entire agreement among these Parties, and no oral or written representations, warranties, or inducements have been made to any Party concerning this Agreement or its Exhibits, other than the representations, warranties, and covenants contained and memorialized in such documents.

Q. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and represent that they are expressly authorized by the Parties whom they represent to negotiate this Agreement and to take all appropriate action required or permitted to be taken by such Parties (including the execution of any other documents) pursuant to this Agreement to effectuate the terms of said Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement.

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

S. California Law Governs. All terms of this Agreement and the Exhibits attached hereto shall be governed by and interpreted according to the laws of the State of California.

T. Counterparts. This Agreement may be executed in one or more counterparts and transmitted via email or facsimile. All executed counterparts, their copies and each of them, shall be deemed to be one and the same instrument.

U. Cooperation and Drafting. Each of the Parties has cooperated in the drafting and preparation of this Agreement. Hence, in any construction made of this Agreement, the same shall not be construed against any of the Parties.

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

W. Named Plaintiff's General Release Remains Effective. Named Plaintiff agrees to sign this Agreement and by signing this Agreement is bound by the terms herein stated, including without limitation the release set forth in Section 0. Named Plaintiff shall retain his rights as a Participating Class Member under this Agreement, but understands that should he opt out of the Settlement, he shall waive his rights to any recovery of any Service Award.

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NAMED PLAINTIFF

Dated: 06 / 05 / 2026

By: _____
MICHAEL CASTRO

DEFENDANT

Dated: 6/8/2026

BRITE NITES, INC.

By: DocuSigned by: Dean Lyons 7740E7D1E00945C...

Its: CEO

Doc ID: def5972ecdf0a893374e2bf5e0833a33ff584c37

APPROVED AS TO FORM:

PLAINTIFF'S COUNSEL

Dated: June 5, 2026

JUSTICE FOR WORKERS, P.C.

By: _____

WILLIAM C. SUNG
TIFFANY L. LUU

Attorneys for Plaintiff
MICHAEL CASTRO

DEFENDANT'S COUNSEL

Dated: 6/8/2026

SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

By: Signed by: Samantha Hardy 15F02973E1DF40A...

SAMANTHA D. HARDY
CARINA L. NOVELL
BERNICE E. DIAZ

Attorneys for Defendant
BRITE NITES, INC.

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EXHIBIT 1

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Michael Castro v. Brite Nites, Inc., Case No. 24CV061873

The Superior Court for the State of California authorized this Notice. Read it carefully! It's not junk mail, spam, advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from a class action lawsuit ("Action") against Brite Nites, Inc. ("Defendant") for alleged wage and hour violations. The Action was filed by alleged employee Michael Castro ("Named Plaintiff") and seeks payment of (1) back wages and other relief for a class of 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 ("Class Members"); and (2) penalties under the California Private Attorney General Act ("PAGA") for all current and former independent contractors who performed work for Brite Nites, Inc. in California during the PAGA Period of January 29, 2023 through November 13, 2025 ("Aggrieved Employees").

The proposed settlement has two main parts: (1) a class settlement requiring Defendant to fund Individual Settlement Awards, and (2) a PAGA settlement requiring Defendant to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on Defendant's records, and the Parties' current assumptions, **your Individual Settlement Award is estimated to be $INSERT (less withholding) and your Individual PAGA Payment is estimated to be $INSERT**. The actual amount you may receive may be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant's records, you are not eligible for an Individual PAGA Payment under the Settlement because you did not work during the PAGA Period.)

The above estimates are based on Defendant's records showing that **you worked INSERT Workweeks** during the Class Period, and **you worked INSERT PAGA Workweeks** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section **4** of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Settlement Approval Hearing ("Settlement Hearing"), the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Named Plaintiff and Named Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

(1) **Do Nothing**. You do not have to do anything to participate in the proposed Settlement and be eligible for an Individual Settlement Award and/or an Individual PAGA Payment. As a Participating Class Member though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendant.

(2) **Opt-Out of the Class Settlement**. You can exclude yourself from the class settlement (opt-out) by submitting the written request for exclusion or otherwise notifying the Settlement Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Settlement Award. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Settlement Award and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement **The Opt-out Deadline is** _____	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Settlement Administrator a written request for exclusion. Once excluded, you will be a non-Participating Class Member and no longer eligible for an Individual Settlement Award. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section **6** of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released PAGA Claims (defined below).

Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement **Written Objections Must be Submitted by** _____	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Named Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Named Plaintiff, but every dollar paid to Class Counsel and Named Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Named Plaintiff if you think they are unreasonable. See Section **7** of this Notice.
You Can Participate in the _____ Settlement Hearing	The Court's Settlement Hearing is scheduled to take place on _____. You do not have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Settlement Hearing. See Section **8** of this Notice.
You Can Challenge the Calculation of Your Class/PAGA Period Workweeks **Written Challenges Must be Submitted by** _____	The amount of your Individual Settlement Award and PAGA Payment (if any) depend on how many Workweeks you worked at least one day during the Class Period and the PAGA Period, respectively. The number of Class Period workweeks and number of PAGA Period workweeks you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section **4** of this Notice.

1. WHAT IS THE ACTION ABOUT?

Named Plaintiff is a former alleged employee of Defendant Brite Nites, Inc. The Action accuses Defendant of violating California labor laws by misclassifying employees as independent contractors; failing to pay minimum and overtime wages, failing to provide legally compliant meal and rest periods; failing to reimburse necessary business expenses; failing to pay wages due upon termination; failing to provide accurate itemized wage statements; and unfair competition. Based on the same claims, Named Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Named Plaintiff is represented by attorneys in the Action: William C. Sung, Tiffany L. Luu, Joseph C. Ramli of Justice for Workers, P.C. ("Class Counsel")

Defendant strongly denies violating any laws or failing to pay any wages, denies any liability, and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendant or Named Plaintiff is correct on the merits. In the meantime, Named Plaintiff and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Named Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court's final approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Named Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant have agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendant Will Pay $300,000.00 as the Settlement Fund. Defendant has agreed to deposit the Settlement Fund into an account controlled by the Settlement Administrator of the Settlement. The Settlement Administrator will use the Settlement Fund to pay the Individual Settlement Awards, Individual PAGA Payments, Named Plaintiff Service Award, Class Counsel's attorney's fees and expenses, the Settlement Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Defendant shall fully fund the Settlement Fund by making annual payments into an escrow account administered by the Settlement Administrator. Defendant shall make three annual contributions of $100,000.00 into the escrow account based on the following schedule: on or before January 31, 2026 ("Funding Payment One"); on or before January 31, 2027 ("Funding Payment Two"); and on or before January 31, 2028 ("Funding Payment Three"). Defendant shall also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than January 31, 2027 so that all Individual Settlement Awards can be distributed in the first settlement distribution.

2. Settlement Payment Distributions. Assuming the Court grants Final Approval and the Judgment entered by the Court becomes final, payment from the Settlement Fund shall be paid through two distributions. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

    A. First Distribution. Within twenty-one (21) calendar days of Funding Payment Two,

the Settlement Administrator will distribute all monies in the Settlement Fund by paying out, in the following order until the funds are exhausted: (1) all Individual Settlement Awards to the Participating Class Members, (2) all Individual PAGA Awards to Aggrieved Employees, (3) PAGA penalties to the LWDA, (4) the Named Plaintiff's Service Award, (5) Class Counsel's litigation costs, and (6) Class Counsel's attorney's fees. .

B. Second Distribution. Within twenty-one (21) calendar days of January 31, 2028, the Settlement Administrator will distribute all remaining monies in the Settlement Fund.

3. Court-Approved Deductions from Settlement Fund. At the Settlement Hearing, Named Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Settlement Fund, the amounts of which will be decided by the Court at the Settlement Hearing:

   A. Up to $100,000.00 (One-Third or 33 1/3% of the Settlement Fund) to Class Counsel for attorneys' fees and up to $20,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

   B. Up to $7,500.00 to Named Plaintiff as Named Plaintiff Service Award for filing the Action, working with Class Counsel and representing the Class. A Named Plaintiff Service Award will be the only monies Named Plaintiff will receive other than Named Plaintiff's Individual Settlement Award and any Individual PAGA Payment.

   C. Up to $8,690.00 to the Settlement Administrator for services administering the Settlement.

   D. Up to $15,000.00 for PAGA Penalties, allocated 75% to the LWDA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Pay Periods.

   Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

4. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Settlement Administrator will distribute the rest of the Settlement Fund (the "Net Settlement") by making Individual Settlement Awards to Participating Class Members based on their Class Period Workweeks.

5. Taxes Owed on Payments to Class Members. Named Plaintiff and Defendant are asking the Court to approve an allocation of 10% of each Individual Settlement Award to taxable wages ("Wage Portion") and 90% to interests and penalties ("Non-Wage Portion"). The Wage

Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Settlement Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Settlement Awards on IRS 1099 Forms.

Although Named Plaintiff and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

6. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Settlement Awards and Individual PAGA Payments will show the date when the check expires (the void date). If you do not cash it by the void date, the funds from your check will be transmitted to the Legal Aid Foundation of Los Angeles, a Court-approved nonprofit organization.

7. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Settlement Administrator in writing, not later than **INSERT**, that you wish to opt-out. The easiest way to notify the Settlement Administrator is to send a written and signed request for exclusion by the **INSERT** Response Deadline. The request for exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Settlement Awards but will preserve their rights to personally pursue wage and hour claims against Defendant.

   You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

8. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant final approval of the Settlement or decline to enter a judgment. It is also possible the Court will enter a judgment that is reversed on appeal. Named Plaintiff and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.

9. Settlement Administrator. The Court has appointed a neutral company, Apex Class Action LLC (the "Settlement Administrator") to send this Notice, calculate and make payments, and process Class Members' requests for exclusion. The Settlement Administrator will also decide Class Member challenges over workweeks, mail and re- mail settlement checks and

tax forms, and perform other tasks necessary to administer the Settlement. The Settlement Administrator's contact information is contained in Section **9** of this Notice.

10. Participating Class Members' Release. After the judgment is final and Defendant has fully funded the Settlement Fund and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for wages based on the Class Period facts and PAGA Penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

    The Participating Class Members will be bound by the following release: All Participating Class Members release 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 (the "Released Parties") from the "Released Class Claims" arising during the Class Period. "Released Class Claims" means all claims alleged in Named 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 Class Members may not sue or otherwise make a claim against any of the Released Parties for the Released Claims. This release shall have full res judicata effect as to FLSA claims for all Participating Class Members if the Participating Class Member endorses and cashes his or her settlement check. The Released Class Claims expressly do not include claims for unemployment compensation, workers' compensation, discrimination, or retaliation.

11. LWDA's PAGA Release. After the Court's Judgment is final, and Defendant has paid the Settlement Fund and separately paid the employer-side payroll taxes, Named Plaintiff, as proxy and agent on behalf of the LWDA, release 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 (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 Named 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.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Settlement Awards. The Settlement Administrator will calculate Individual Settlement Awards by (a) subtracting the Service Award, Class Counsel's attorney's fees and costs, PAGA penalties, and Settlement Administrator's expenses from the Settlement Fund to arrive at a net settlement fund ("Payout Fund"); (b) dividing the Payout Fund by the total number of workweeks worked by all Participating Class Members, and (c) multiplying the result by the number of workweeks worked by each individual Participating Class Member.

2. Individual PAGA Payments. The Settlement Administrator will calculate Individual PAGA Payments by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA penalties ($3,570.00) by the total number of workweeks worked by all Aggrieved Employees and (b) multiplying the result by the number of workweeks worked by each individual Aggrieved Employee.

3. Class/PAGA Period Workweek Challenges. The number of workweeks you worked during the Class Period and the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until **INSERT** to challenge the number of class/PAGA period workweeks credited to you. You can submit your challenge by signing and sending a letter to the Settlement Administrator via mail, email, or fax. Section **9** of this Notice has the Settlement Administrator's contact information.

   You need to support your challenge by sending copies of pay stubs or other records. The Settlement Administrator will accept Defendant's calculation of class/PAGA period workweeks based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Settlement Administrator will resolve class/PAGA period workweek challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Settlement Administrator's decision is final. You cannot appeal or otherwise

challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Settlement Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who does not opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Settlement Award and the Individual PAGA Payment.

2. Non-Participating Class Members. The Settlement Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as in this Notice. If you change your address, be sure to notify the Settlement Administrator as soon as possible. Section 9 of this Notice has the Settlement Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name and a simple statement that you do not want to participate in the Settlement. The Settlement Administrator will exclude you based on any writing communicating your request to be excluded. Be sure to personally sign your request, identify the Action as *Michael Castro v. Brite Nites, Inc.*, Case No. 24CV061873, and include your full name. You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Settlement Administrator must receive your request to be excluded by INSERT, or it will be invalid.** Section **9** of the Notice has the Settlement Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Named Plaintiff and Defendant are asking the Court to approve. At least 16 court days before the **INSERT** Settlement Hearing, Class Counsel and/or Named Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Attorneys' Fees and Litigation Costs and Named Plaintiff Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and costs; and (ii) the amount Named Plaintiff is requesting as Named Plaintiff Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section **9** of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Settlement Administrator's Website www._____.com or the Court's website https://eportal.alameda.courts.ca.gov/.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Attorneys' Fees and Litigation Costs, and Named Plaintiff Service Award may wish to object. **The deadline for sending written objections to the**

Settlement Administrator is INSERT. Be sure to tell the Settlement Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Michael Castro v. Brite Nites, Inc.*, Case No. 24CV061873 and include your full name and sign the objection. Section **9** of this Notice has the Settlement Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Settlement Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section **8** of this Notice (immediately below) for specifics regarding the Settlement Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Settlement Hearing **INSERT** at **INSERT** a.m./p.m. in Department 21 of the Alameda Superior Court, Rene C. Davidson Courthouse, located at 1225 Fallon Street, Oakland, CA 94612. At the Hearing, the judge will decide whether to grant final approval of the Settlement and how much of the Settlement Fund will be paid to Class Counsel, Named Plaintiff, and the Settlement Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually (https://www.alameda.courts.ca.gov/general-information/remote-appearances. Check the Court's website for the most current information.

It is possible the Court will reschedule the Settlement Hearing. You should check the Settlement Administrator's website www._____.com beforehand or contact Class Counsel to verify the date and time of the Settlement Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Named Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Settlement Administrator's website at www._____.com. You can also telephone or send an email to Class Counsel or the Settlement Administrator using the contact information listed below, or consult the Superior Court website by going to (https://eportal.alameda.courts.ca.gov/) and entering the Case Number for the Action, Case No. 24CV061873. You can also make an appointment to personally review court documents in the Clerk's Office at the Alameda Superior Court.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

JUSTICE FOR WORKERS, P.C.
William C. Sung
Tiffany L. Luu
Joseph C. Ramli
3600 Wilshire Blvd., Ste. 1815
Los Angeles, CA 90010
T: (323) 922-2000
william@justiceforworkers.com
tluu@justiceforwokers.com
jramli@justiceforworkers.com

Settlement Administrator:

INSERT

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Settlement Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Settlement Administrator if you move or otherwise change your mailing address.

EXHIBIT 2

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,

v.

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

Defendants.

Case No.: 24CV061873

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

(AMENDED PROPOSED) ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

DATE: June 16, 2026
TIME: 2:30 p.m.
DEPT: 21

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

The Motion of Plaintiff Michael Castro ("Plaintiff") for Preliminary Approval of Class Action and PAGA Settlement came on regularly for hearing before this Court on June 16, 2026 at 2:30 p.m. This Court, having considered the Parties' Amended Stipulation and Settlement of Class and PAGA Claims[1] (the "Agreement" or the "Settlement") attached to the Supplemental Declaration of William C. Sung filed concurrently herein; having considered Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement, Memorandum of Points and Authorities in support thereof, and supporting declarations filed therewith; and good cause appearing, HEREBY ORDERS THE FOLLOWING:

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

2. The Court finds the allocation from the Settlement Fund to PAGA penalties—including the Labor & Workforce Development Agency's ("LWDA") 75% share and the Aggrieved Employees' 25% share—as fair, adequate, and reasonable in light of the overall Settlement Fund. "Aggrieved Employees" are all current and former independent contractors who performed work for Brite Nites, Inc. in California during the PAGA Period of January 29, 2023 through November 13, 2025. Pursuant to Labor Code section 2699(s)(2), the LWDA will be provided notice of the Agreement and the settlement terms.

3. For Settlement purposes only, the Court designates Named Plaintiff Michael Castro as Class Representative and William C. Sung and Tiffany L. Luu of Justice for Workers, P.C. as

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

Class Counsel.

4. The Court designates Apex Class Action, LLC as the third-party Settlement Administrator, as more specifically set forth in the Settlement.

5. The Court approves, as to form and content, the Class Notice attached as Exhibit 1 to the Agreement.

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

7. The Court further approves the procedures for the Class Members to opt out of or object to the Settlement, as set forth in the Class Notice and Settlement.

8. The procedures and requirements for filing objections in connection with the Final Approval Hearing are intended to ensure the efficient administration of justice and the orderly presentation of any Class Member's objection to the Settlement in accordance with the due process rights of all members of the Class.

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

10. The Class Notice shall provide at least sixty (60) calendar days' notice for Class Members to opt out of, or object to, the Settlement.

11. The Final Approval Hearing on the question of whether the Settlement should be finally approved as fair, reasonable, and adequate is scheduled in Department 21 of this Court, located at Rene C. Davidson Courthouse, located at 1225 Fallon Street, Oakland, CA 94612 on _____, 2026 at ____ a.m./p.m.

12. At the Final Approval Hearing, the Court will consider: (a) whether the Settlement should be finally approved as fair, reasonable, and adequate for the Class; (b) whether a judgment

granting final approval of the Settlement should be entered; and (c) whether Plaintiff's application for reasonable attorneys' fees, reimbursement of litigation expenses, service award to Plaintiff, settlement administration costs, and payment to the LWDA for penalties under the Labor Code Private Attorneys General Act should be granted.

13. Counsel for the parties shall file memoranda, declarations, or other statements and materials in support of their request for final approval of the Settlement, attorneys' fees, litigation expenses, Plaintiff's service award, payment to the LWDA, and settlement administration costs, prior to the Final Approval Hearing according to the time limits set by the Code of Civil Procedure and the California Rules of Court.

14. The Court reserves the right to continue the Final Approval Hearing without further notice to the class. However, if written objections are submitted, Class Counsel is ordered to serve notice on any such objecting class member of the new date and time of the Final Approval Hearing.

15. An implementation schedule is below:

Event	Date
Defendant to provide Class Data to the Settlement Administrator no later than:	14 calendar days after Preliminary Approval
Settlement Administrator to mail the Class Notice to Class Members no later than:	14 calendar days after receiving Class List and Data Report
Deadline for Class Members to request exclusion from, or object to, the Settlement:	60 calendar days after mailing
Deadline for Settlement Administrator to provide declaration of due diligence and compliance:	14 calendar days after opt-out/objection deadline
Deadline for Plaintiff to file Motion for Final Approval of Class Action Settlement:	16 court days before Final Approval Hearing
Final Approval Hearing	_____, 2026 at _____

16. Pending the Final Approval Hearing, all proceedings in this Action, other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this Order, are stayed.

17. Counsel for the parties are hereby authorized to utilize all reasonable procedures in connection with the administration of the Settlement which are not materially inconsistent with

either this Order or the terms of the Settlement.

IT IS SO ORDERED.

DATED: _____

_____
Hon. S. Raj Chatterjee
Judge of the Superior Court

EXHIBIT 3

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,

v.

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

Defendants.

Case No.: 24CV061873

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

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

DATE: INSERT
TIME: INSERT
DEPT: 21

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, Plaintiff's Service Award, and Attorneys' Fees and Costs ("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 ("Preliminary Approval Order"). Having considered the Parties' Stipulation and Settlement of Class and PAGA Claims ("Settlement" or "Agreement"), 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 the following:

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

2. The conditional class certification is hereby made final, and the Court thus certifies, for purposes of approving this Settlement only, 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 INSERT, 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 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 the Settlement, that no Class Member opted out of the Settlement, and that the 100% participation rate in the Settlement supports final approval [REVISE AS NEEDED].

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 Order shall be considered final as of the date of entry.

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

10. The Court orders Defendant to fund or complete funding of the Settlement Fund and deposit employer payroll taxes in accordance with the funding schedule as 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 Administrator make this payment in conformity with the terms of the Settlement.

12. The Court finds that attorney's fees in the amount of $100,000.00 and litigation costs of $20,000.00 for Class Counsel are fair, reasonable, and adequate in light of the common fund created by the Settlement, and orders that the Administrator distribute these payments to Class Counsel in conformity with the terms of the Settlement.

13. The Court orders that the Settlement Administrator shall be paid $8,690.00 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 $11,250.00 for its share of the settlement of Plaintiff's representative claim under the PAGA is fair, reasonable, and adequate, and orders the Administrator to distribute this payment to the LWDA in conformity with the terms of the Settlement.

15. The Court orders that any settlement checks shall be negotiable for 120 calendar days from the date of issuance of the check, and that any settlement checks that remain uncashed after 120 days after they are mailed shall be distributed to Legal Aid Foundation of Los Angeles as the Cy Pres Recipient consistent with Code of Civil Procedure Section 384, subd. (b).

16. "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.

17. Upon the funding of the entire Settlement Fund and employer payroll taxes, all Participating Class Members release Defendant and the Released Parties from the "Released Class Claims" arising during the Class Period. "Released Class Claims" means all claims alleged in Named 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). Class Members may not sue or otherwise make a claim against any of the Released Parties for the Released Claims. This release shall have full res judicata effect as to FLSA claims for all Participating Class Members if the Participating Class Member endorses and cashes his or her settlement check. The Released Class Claims expressly do not include claims for unemployment compensation, workers' compensation, discrimination, or retaliation.

18. Upon the funding of the entire Settlement Fund and employer payroll taxes, Named Plaintiff, as proxy and agent on behalf of the LWDA, release 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 (the "Released Parties") from the "Released PAGA Claims" arising during the PAGA Period (i.e., January 29, 2023 through November 13, 2025). "Released PAGA Claims" means all claims for civil penalties under the PAGA alleged in Named 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..

19. 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 mail along with their Individual Class Payments and to the LWDA pursuant to Labor Code § 2699.

20. 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.

21. The Court sets a Non-Appearance Compliance Hearing for _____ at ____ a.m. in Department of the above-entitled Court. Plaintiff shall file a Final Disbursement Declaration from the Administrator no later than 7 calendar days before the Compliance Hearing.

IT IS SO ORDERED, ADJUDGED, AND DECREED.

DATED: _____

_____
Hon. S. Raj Chatterjee
Judge of the Superior Court

EXHIBIT 2

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

Rene C. Davidson Courthouse

Michael Castro Plaintiff/Petitioner(s) vs. Brite Nites, Inc. Defendant/Respondent(s)	No. 24CV061873 Date: 06/16/2026 Time: 2:30 PM Dept: 21 Judge: S. Raj Chatterjee ORDER Hearing on Motion - Other Approval of Class Action and PAGA Settlement; filed by Michael Castro (Plaintiff) CRS# 042911514321 filed by Michael Castro (Plaintiff) on 06/09/2026

Prior to the hearing, the Court issued a tentative ruling, which is not contested and is affirmed as set forth below.

The Motion for Preliminary Approval of Settlement filed by Michael Castro on 04/15/2026 is Granted.

The motion of plaintiffs for preliminary approval of class action settlement is GRANTED.

The order of 5/12/26 identified certain concerns. The filing on 6/9/26 has addressed the concerns.

The complaint alleges various Labor Code claims.

The case preliminarily settled for a total of $ 300,000. The settlement agreement states there will be attorneys' fees of up to $100,000 (33%), costs of up to $20,000, Service Payment of $3,750 to Plaintiff, settlement administration costs of up to $8,690, and a PAGA payment of $15,000 ($9,750 to the LWDA). After these expenses, the amount available to be distributed to the Class would be $157,500. There are an estimated 115 Class Members. The average recovery for each class members would be $1,369.57.

The motion makes an adequate analysis as required by Kullar v. Foot Locker Retail, Inc. (2008)

168 Cal.App.4th 116.

The proposed class notice form and procedure are adequate.

The proposed class is appropriate for class certification.
The scope of the named plaintiff release is appropriate. The agreement for the named plaintiff may include a Civil Code 1542 waiver.
The scope of the LWDA's release for claims asserted under the PAGA is appropriate. The PAGA release does not release claims by the aggrieved employees. The scope of the LWDA's release is limited to the scope of the PAGA notice letter. (LaCour v. Marshalls of California, LLC (2023) 94 Cal.App.5th 1172, 1192-1196.)
The scope of the class release is appropriate. The scope of the class release is limited to the claims arising out of the claims in the complaint where the named plaintiffs are typical and can adequately represent the class. (Amaro v. Anaheim Arena Management, LLC (2021) 69 Cal.App.5th 521, 537-538.) The scope of the class release does not include a release of the LWDA's claims.
The Court notes and approves of the plan to distribute the settlement funds with no claims process.

The Court does approve of the installment plan of funding and the related plan to distribute the settlement funds to class members.

The unclaimed funds will be distributed to Legal Aid Foundation of Los Angeles. This is consistent with CCP 384. Counsel has provided a declaration in support of the motion that provides the information required by CCP 382.4.

The Court will not approve the amount of attorneys' fees and costs until the final approval hearing. The Court cannot award attorneys' fees without reviewing information about counsel's hourly rate and the time spent on the case. This is the law even if the parties have agreed that Defendants will not oppose the motion for fees. (Robbins v. Alibrandi (2005) 127 Cal. App. 4th 438, 450-451.)

"Because absent class members are not directly involved in the proceedings, oversight to ensure settlements are fair and untainted by conflict is the responsibility of both the class representative and the court." (Mark v. Spencer (2008) 166 Cal.App.4th 219, 227.)

"[T]horough judicial review of fee applications is required in all class action settlements and the fairness of the fees must be assessed independently of determining the fairness of the substantive settlement terms." (Consumer Privacy Cases (2009) 175 Cal.App.4th 545, 555-556.)

The court sets out its standard analysis below. Counsel may address that analysis in the fee application.

The Ninth Circuit's benchmark is 25%. (Laffitte v. Robert Half Internat. Inc. (2016) 1 Cal.5th 480, 495.)

This court's benchmark for fees is 30% of the total fund. (Laffitte v. Robert Half Internat. Inc. (2016) 1 Cal.5th 480, 495; Schulz v. Jeppesen Sanderson, Inc. (2018) 27 Cal.App.5th 1167, 1175; Consumer Privacy Cases (2009) 175 Cal.App.4th 545, 557 fn 13; Chavez v. Netflix, Inc. (2008) 162 Cal.App.4th 43, 66 fn 11.) The court recently reviewed and reaffirmed its use of a benchmark of 30%. (Hurtubise v. Sutter East Bay Hosp. (2021) 2021 WL 11134912.)

The court will consider a percentage of recovery above 30% because counsel will be waiting until the second and third installments of the funding.

When cross-checking with the lodestar/multiplier, the court will evaluate the lodestar based on reasonable fees that would have been charged at hourly rates and then apply a multiplier. The multiplier includes contingent fee risk and other factors.

When considering risk, the court considers there is less risk in a case with fee shifting statutes because counsel's potential fees are not limited by and coupled to the monetary recovery. "The law does not mandate ... that attorney fees bear a percentage relationship to the ultimate recovery of damages in a civil rights case." (Harman v. City and County of San Francisco (2007) 158 Cal.App.4th 407, 419.) (See also Heritage Pacific Financial, LLC v. Monroy (2013) 215 Cal.App.4th 972, 1006-1007.)

The Court will not decide the amount of any service award until the final approval hearing. Plaintiff must provide evidence regarding the nature of his participation in the action, including a description of his specific actions and the amount of time he committed to the prosecution of the case. (Clark v. American Residential Services LLC (2009) 175 Cal.App.4th 785, 804-807.) The court's standard service award is $7,500.

The Court ORDERS that the final approval hearing is set for 12/15/26.

The Court ORDERS that funds not be distributed to the cy pres beneficiary until after Court approval of a final accounting.

The Court ORDERS that 10% of any fee award not be distributed to counsel until the completion of the distribution process and Court approval of a final accounting.

The Court will set a compliance hearing after the completion of the distribution process and the expiration of the time to cash checks for counsel for plaintiff and the Administrator to comply with CCP 384(b) and to submit a summary accounting how the funds have been distributed to the class members and the status of any unresolved issues. If the distribution is completed, the Court will at that time order distribution of the cy pres funds and release any hold-back of attorney fees.

The court ORDERS that at the time of the final accounting that counsel for plaintiff transmit a copy of this order and the final judgment and the final accounting to the Judicial Council. (CCP 384.5; Govt Code 68520.)

The court will sign the proposed order, which is modified by this order. Plaintiff must reserve a hearing for the motion for final approval.

The Court orders counsel to obtain a copy of this order from the eCourt portal.

Dated : 06/16/2026

S. Raj Chatterjee / Judge

EXHIBIT 3

JUSTICE FOR WORKERS

Michael Castro v. Brite Nites, Inc.
Alameda County Superior Court, Case No.: 24CV061873

Date	Description of Cost Item	Invoice #	Amount
1/29/2024	Service of Process Fee to Serve Def.	9008058	$123.60
1/29/2024	LWDA Filing Fee for Initial PAGA Notice	LWDA-CM-1007908-24	$75.00
1/29/2024	Certified Mail Cost for Mailing PAGA Letter and LC Request to Def. (c/o Incorp Services, Inc.)	9589 0710 5270 0840 5335 05	$8.69
1/29/2024	Certified Mail Cost for Mailing PAGA Letter and LC Request to Def. (c/o Rodney Dean Lyos - CEO)	9589 0710 5270 0840 5335 29	$8.69
1/30/2024	e-Filing Fee for Complaint	8990264	$10.25
1/30/2024	e-Filing, Initial Appearance, and Complex Filing Fees for Complaint	8996638	$1,495.46
2/7/2024	e-Filing Fee for Proof of Personal Service	9024942	$17.41
5/14/2024	e-Filing Fee for Joint Stipulation to Allow Plaintiff Leave to File First Amended Complaint; [Proposed] Order	9636218	$38.01
5/21/2024	e-Filing Fee for First Amended Complaint	9689147	$17.41
6/24/2024	e-Filing Fee for Stipulation to Attend Alternative Dispute Resolution and Delay Initial Case Management Conference for 90 days	9889159	$10.25
6/25/2024	e-Filing Fee for Stipulation to Attend Alternative Dispute Resolution and Delay Initial Case Management Conference for 90 days	9889468	$17.41
1/14/2025	e-Filing Fee for Joint Stipulation to Continue Plaintiff's Class Certification Motion Deadline; [Proposed] Order	11116503	$39.60
1/14/2025	e-Filing Fee for Stipulation Re Confidential materials and Protective Order	11116576	$39.60
8/15/2025	Plaintiff's Share of Mediation Fee - Signature Resolution, LLC	PR63714	$5,750.00
11/10/2025	e-Filing Fee for Joint Stipulation to Continue Plaintiff's Class Certification Motion Deadline and Continue Case Management Conference Pending Settlement	13324576	$39.60
4/17/2026	e-Filing Fee for Motion for Preliminary Approval of Settlement	14526516	$82.23
6/7/2026	e-Filing Fee for Case Management Statement	14971736	$20.13
6/9/2026	e-Filing Fee for Supplemental Declaration (name extension)	14994934	$20.13
6/17/2026	Hearing Reservation Fee for MFA Hearing		$1.00

6/22/2026	Alameda County Document Download Fee for Order Granting Preliminary Approval	PR-FVU435KGMK9RSLKCV	$4.00
Estimated Future Cost	e-Filing Fee Motion for Final Approval	N/A	$82.23
Estimated Future Cost	e-Filing Fee for Supplemental Brief and/or Amended Proposed Order	N/A	$20.13
Estimated Future Cost	e-Filing Fee for Declaration re Distribution	N/A	$20.13
		TOTAL	**$7,940.96**

EXHIBIT 4