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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

EDDIE LOPEZ, individually, ANTHONY
GONZALEZ, individually, and on behalf of all
others similarly situated, the State of California,
and other aggrieved persons,

Plaintiffs,

v.

BRIO WATER TECHNOLOGY, INC., a
California corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: 24STCV05176

*[Assigned for all purposes to the Hon.
William F. Highberger, Dept. 10]*

**DECLARATION OF KAREN L.
WALLACE IN SUPPORT OF
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Complaint filed: February 29, 2024
FAC filed: June 28, 2024
SAC filed: April 9, 2026
Trial date: None set

I, Karen L. Wallace, declare as follows:

1. I am an attorney duly admitted to practice law in the State of California. I am a Senior Attorney at Wilshire Law Firm, PLC (“WLF”), counsel of record for Plaintiffs Eddie Lopez and Anthony Gonzalez (“Plaintiffs”). I am familiar with the file in this matter and, if called as a witness, I could and would competently testify to the following facts of my own personal knowledge.

2. This declaration is submitted pursuant to the Court’s June 26, 2026 Order (the “Order”) in support of Plaintiffs’ unopposed Motion for Preliminary Approval of Class Action Settlement (“Motion”).

The PAGA Notice

3. On March 26, 2024, my office submitted Plaintiff Lopez’s letter to Defendant and the Labor and Workforce Development Agency (“LWDA”) providing notice pursuant to Labor Code section 2699.3, subd.(a) of Defendant’s alleged Labor Code violations (“PAGA Notice”). A true and correct copy of the PAGA Notice is attached as **Exhibit 1**.

First Amended Class Action and PAGA Settlement Agreement

4. Pursuant to the Order, a true and correct copy of the Parties' fully-executed Stipulation of First Amended Class Action and PAGA Settlement and Release ("Agreement") is attached as **Exhibit 2**. A true and correct copy of the Agreement with redlines is attached as **Exhibit 3**.

Settlement Administration

5. The Parties inadvertently omitted the proposed Administrator, Apex Class Action Solutions, LLC (“Apex”), from the First Amended Agreement. Accordingly, the Parties concurrently filed a Stipulation Re Administrator to address the Court’s concerns. On August 10, 2026, Sean Hartranft, Apex’s CEO, provided a declaration in support of Plaintiffs’ Motion for Preliminary Approval of Class Action and PAGA Settlement (“Hartranft Decl.”), in which he summarizes Apex’s qualifications and experience as a class action settlement administrator. A true and correct copy of the Hartranft Declaration is attached to the Parties’ concurrently filed

1 Stipulation as Exhibit 1. True and correct copies of Apex’s current CV and Apex’s “not-to-
2 exceed” bid for \$6,690 in the instant matter are attached thereto as Exhibit A and Exhibit B.

3 Revisions to the Agreement, the Class Notice, and the Proposed Order

4 6. The Parties also revised the Notice of Class Action and PAGA Settlement and
5 Hearing Date for Final Court Approval (“Class Notice”). A true and correct copy of the Class
6 Notice is attached as **Exhibit 4**. A true and correct copy of the Class Notice with redlines is
7 attached as **Exhibit 5**.

8 7. To address the Court’s concerns, the Parties made the following revisions to the
9 Agreement and the Class Notice:

- 10 a. The information presented in Paragraphs 45 and 46 of the Agreement
11 regarding conditional certification was revised to be more concise.
- 12 b. References to “Class Member” and “PAGA Recipient” in the Agreement and
13 the Class Notice are defined consistently throughout. “Class Member” means
14 “all persons who are employed or have been employed by Defendant in the
15 State of California as an hourly-paid or non-exempt employee during the
16 Class Period.” “PAGA Recipient” means “all persons who are employed or
17 have been employed by Defendant in the state of California as an hourly-
18 paid or non-exempt employee during the PAGA Period.”
- 19 c. The definition of Class Counsel in the Agreement and in the Class Notice
20 includes Karen L. Wallace, given that I submitted this declaration in support
21 of the instant Motion, and Conor J.D. Gomez is no longer with WLF.
- 22 d. The “Escalator Clause,” Paragraph 94, was revised as follows to eliminate
23 the period-shortening option: “In the event that the total number of
24 workweeks worked by all Class Members during the Class Period exceeds
25 12,162, Defendant will increase the Gross Settlement Amount by multiplying
26 the Class Period Workweek Value by the number of Total Class Period
27 Workweeks that exceed 12,162 (“Escalator Dollar Amount”).” The Class
28 Notice and revised [Proposed] Order were modified to reflect this change.

- 1 Once preliminarily approved by the Court, the Administrator will confirm
2 whether the escalator is triggered pursuant to the terms of the Agreement.
- 3 e. Plaintiffs acknowledge the Court’s concerns regarding the request for Class
4 Representative Service Payments, including that the request should not
5 exceed \$7,500 to each Plaintiff (\$15,000 total), and will address them
6 directly in Plaintiffs’ Motion for Final Approval.
- 7 f. Paragraph 18, “Settlement Administration Costs,” was revised to reflect the
8 not-to-exceed bid of \$6,690 from the proposed Administrator, Apex Class
9 Action LLC. Section 3.2.C of the Class Notice provides the same
10 information.
- 11 g. The last sentence of Paragraph 79 of the Agreement regarding disbursement
12 states: “In no event shall disbursement of Attorney Fees and Costs, Class
13 Representative Enhancement Awards, and Settlement Administration Costs
14 precede disbursement of the Individual Class Payments and Individual
15 PAGA Payments.”
- 16 h. With respect to resolving Workweek challenges, Paragraph 70 of the
17 Agreement was revised to state: “In the absence of any contrary
18 documentation, Defendant’s records will be presumed determinative. The
19 Administrator has the authority to address and make final decisions
20 consistent with the terms of this Agreement on all Class Member challenges
21 to the number of Workweeks. The Administrator’s determination of
22 allocations of Workweeks is final and not appealable or otherwise
23 susceptible to challenge.”
- 24 i. The deadline for Class Members to respond to the Class Notice (“Response
25 Deadline”) is 45 days after mailing. Pursuant to Paragraph 25 of the
26 Agreement, in the case of a re-mailed Class Notice, “this deadline shall be
27 extended to the date that is fifteen (15) calendar days after the re-mailing of
28 the Class Notice or the Response Deadline (as calculated based on the date

on which the Class Notice was first mailed), whichever is later.” The suggested implementation schedule in the [Proposed] Order is consistent.

- j. The Class Member and PAGA Recipient Releases, Paragraphs 52 and 53 of the Agreement and paragraphs 3.9 and 3.10 of the Class Notice, were revised to be effective on the date Defendant has fully funded the Gross Settlement and separately paid all employer payroll taxes.
- k. The sentence “[i]t is the intent of the Parties that the Settlement Approval Order entered by the Court shall have full res judicata effect and be final and binding upon Settlement Class Members regarding the Released Claims during the Class Period” was deleted from the releases in Paragraphs 52 and 53 of the Agreement.
- l. The “Release by Settlement Class Members,” Paragraph 52 of the Agreement and Section 3.9 of the Class Notice, were revised to state: “Plaintiffs and all Settlement Class Members release the Released Parties from the Released Claims during the Class Period. Settlement Class Members will not sue or otherwise make a claim against any of the Released Parties that seeks recovery for any of the Released Claims during the Class Period.” The term “Released Claims” was revised to mean: “all causes of action and claims, charges, complaints, liens, and/or demands arising during the Class Period that were alleged or reasonably could have been alleged or pled based on the allegations and facts contained in the Complaint, including but not limited to all of the following claims for relief: (A) failure to pay minimum wages, failure to pay regular wages, failure to pay overtime wages (including any claims that wages were not paid at the correct regular rate, unpaid overtime based upon work performed in excess of 40 hours in one week, in excess of 8 hours in one day, in excess of 12 hours in one day, and for working a seventh consecutive day in any workweek), failure to provide or pay premium payments for meal periods, failure to provide or pay premium

1 payments for rest periods, failure to reimburse business expenses, failure to
2 provide complete and accurate wage statements, failure to timely pay wages
3 during and/or upon termination, failure to keep accurate and complete payroll
4 records, and unfair competition; (B) any claim brought under California
5 Labor Code sections 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.7, 510,
6 512, 551, 552, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800,
7 and 2802, and all related provisions of the California Industrial Welfare
8 Commission Wage Orders and California Business & Professions Code
9 sections 17200 *et seq.*; (C) failure to pay for any time worked or spent before
10 “clocking in” or after “clocking out;” (D) alleged unlawful “rounding” of
11 hours worked; (E) all claims that any Released Party is liable for the
12 attorney’s fees and costs incurred in the prosecution of this Action on behalf
13 of the Plaintiffs or Class Members and (F) all claims that Plaintiffs or Class
14 Members may have against the Released Parties relating to the payment,
15 taxation, and allocation of attorney’s fees and costs to Class Counsel
16 pursuant to the Agreement.” The definition of “Released Parties” was added
17 as Section 3.8 to the Class Notice, and means: “[Defendant] and its affiliated
18 companies, owners, parents, members, subsidiaries, related companies and
19 business concerns, past and present, including successors and predecessors,
20 and each of them, as well as each of their insurers, partners, trustees,
21 directors, shareholders, officers, agents, attorneys, servants and employees,
22 past and present, and each of them.”

- 23 m. The PAGA Recipients’ Release, Paragraph 51 of the Agreement and Section
24 3.10 of the Class Notice, was revised to state: “All PAGA Recipients are
25 deemed to release all claims for civil penalties under PAGA arising during
26 the PAGA Period that were alleged or reasonably could have been alleged or
27 pled based on the allegations and, facts contained in the Complaint and the
28 PAGA Notice, including but not limited to all of the following theories of

liability for civil penalties under PAGA: (A) failure to pay minimum wages, failure to pay regular wages, failure to pay overtime wages (including any claims that wages were not paid at the correct regular rate, unpaid overtime based upon work performed in excess of 40 hours in one week, in excess of 8 hours in one day, in excess of 12 hours in one day, and for working a seventh consecutive day in any workweek), failure to provide or pay premium payments for meal periods, failure to provide or pay premium payments for rest periods, failure to reimburse business expenses, failure to provide complete and accurate wage statements, failure to timely pay wages during and/or upon termination, and failure to keep accurate and complete payroll records; (B) any alleged violations of California Labor Code sections 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.7, 510, 512, 551, 552, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802 and all related provisions of the California Industrial Welfare Commission Wage Orders, and California Business & Professions Code sections 17200 et seq.; (C) failure to pay for any time worked or spent before “clocking in” or after “clocking out;” (D) alleged unlawful “rounding” of hours worked; (E) all claims that any Released Party is liable for the attorney’s fees and costs incurred in the prosecution of this Action on behalf of the Plaintiffs or PAGA Recipients; and (F) all claims that Plaintiffs or the PAGA Recipients may have against the Released Parties relating to the payment, taxation, and allocation of attorney’s fees and costs to Class Counsel pursuant to the Agreement.”

n. Sections 3.2.B and 3.2.C, respectively, of the Class Notice were revised to clarify that the request for Class Representative Service Payments is not to exceed \$20,000 total, and the Settlement Administration Costs are not to exceed \$6,690.

o. Sections 4.3, 6, and 7 of the Class Notice were revised, respectively, to

clarify that Workweek Challenges, Requests for Exclusion, and Objections may be submitted by fax, email, or mail.

- p. The link to the Los Angeles Superior Court website in the Class Notice, Section 9, was corrected to <https://www.lacourt.ca.gov/pages/lp/access-a-case/tp/find-case-information/cp/os-civil-case-access>.
- q. With respect to the Class List Defendant is required to produce, Paragraph 63 of the Agreement was revised to state that “Defendant will provide the Settlement Administrator with the Class List in the form of a Microsoft Excel spreadsheet.”
- r. With respect to the re-mailing of Class Notices, Paragraph 66 of the Agreement was revised to state in pertinent part: “Not later than 3 business days after receipt of any Class Notice returned as undeliverable, without a forwarding address, the Settlement Administrator will perform a single skip-trace search to obtain an updated address, and re-mail the original Class Notice by first class U.S. Mail to any updated addresses located.”
- s. With respect to any Judgment, Paragraph 67 was added to the Agreement. Entitled “Website, Email Address, and Toll-Free Number,” the provision states: “The Settlement Administrator will establish, maintain, and use a website to post information of interest to Class Members including the date, time, and location for the Final Approval Hearing and copies of the Agreement, Motion for Preliminary Approval, the Preliminary Approval Order, the Class Notice, the Motion for Final Approval, the Final Approval Order, and the Judgment. The Settlement Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes, and emails.”

8. A true and correct copy of the revised [Proposed] Order granting preliminary approval of the Motion with redlines reflecting these changes is attached as **Exhibit 6**.

///

1 Sample of Class Members' Records

2 9. With respect to mediation, Defendant's informal production included a sample of
3 Class Members' time and pay records representing a total of 10,005 Workweeks, or
4 approximately 82% of the total number of Workweeks (10,005 / 12,162).

5 10. On August 10, 2026, my office used an online Margin of Error Calculator,
6 available at <https://www.smartsurvey.com/resources/calculators/margin-of-error-calculator>,
7 published by SmartSurvey, Ltd., to calculate a reasonable margin of error for Defendant's
8 sample. We entered a population size of 12,162, a confidence level of 95%, and a sample size
9 of 10,005. The result was a 0.41% margin of error, meaning the sample is highly reliable and
10 statistically relevant. A true and correct copy of the result generated is attached as **Exhibit 7**.

11 I declare under penalty of perjury under the laws of the State of California and the United
12 States that the foregoing is true and correct.

13 Executed on August 10, 2026, in Santa Monica, California.

14 
15 _____
16 Karen L. Wallace

EXHIBIT 1

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Aram Boyadjian, Esq.

March 26, 2024

LWDA

Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
(Via Online Submission)

Brio Water Technology, Inc.
3860 Capitol Ave.
Whitter, CA 90601
(Via Certified Mail, Return Receipt Requested)
#9489 0090 0027 6621 5823 89

CSC – Lawyers Incorporating Service
Agent for Service of Process for:
Brio Water Technology, Inc.
2710 Gateway Oaks Drive, Suite 150
Sacramento, CA 95833
(Via Certified Mail, Return Receipt Requested)
#9489 0090 0027 6621 5823 96

Re: ***Eddie Lopez v. Brio Water Technology, Inc.***
Notice of Labor Code Violations and PAGA Penalties

To Whom It May Concern:

Please be advised that my office has been retained by Eddie Lopez (“Plaintiff”) to pursue a Labor Code Private Attorneys General Act (“PAGA”) representative action (Cal. Lab. Code §§ 2699, *et seq.*) against his former employer, Brio Water Technology, Inc. (“Defendant”). The purpose of this letter is to comply with PAGA and set forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to Plaintiff and all of Defendant’s Aggrieved Employees.

Plaintiff wishes to pursue this action on behalf of himself as an aggrieved employee, on behalf of the State of California, as well as on behalf of all other persons who worked for Defendant in California as a non-exempt or hourly-paid employee at any time within the applicable statutory period (hereafter, the “Aggrieved Employees”).

Plaintiff and the Aggrieved Employees suffered the Labor Code violations described below.

Plaintiff's Employment with Defendant

Defendant owns/owned and operates/operated an industry, business, and establishment within the State of California, including Los Angeles County. As such, and based upon all the facts and circumstances incident to Defendant's business in California, Defendant are subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission ("IWC"), and the California Business & Professions Code.

Plaintiff Eddie Lopez is a California resident who worked for Defendant in Los Angeles County, as an hourly-paid, non-exempt employee from approximately March 2023 to approximately January 2024. Defendant typically scheduled Plaintiff to work at least five days in a workweek and at least eight hours per day, but Plaintiff mostly worked more than eight hours in a workday and more than forty (40) hours in a workweek.

Throughout Plaintiff's employment, Defendant failed to pay for all hours worked (including minimum, straight time, and overtime wages), failed to provide Plaintiff with legally compliant meal periods, failed to authorize and permit Plaintiff to take rest periods, failed to timely pay all final wages to Plaintiff when Defendant terminated his employment, failed to furnish accurate wage statements to Plaintiff, failed to indemnify Plaintiff for expenditures. As discussed below, Plaintiff's experience working for Defendant was typical and illustrative.

Defendant Failed to Pay for All Hours Worked, Including Minimum, Straight Time, and Overtime Wages

Under California law, an employer must pay for all hours worked by an employee. "Hours worked" is the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

In addition, Labor Code § 510 provides that employees in California shall not be employed more than eight hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

Labor Code §§ 1194 and 1198 also provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the IWC is unlawful.

Throughout the statutory period, Defendant maintained a policy and practice of not paying Plaintiff and the Aggrieved Employees for all hours worked, including minimum, straight time, and overtime wages. Defendant required Plaintiff and the Aggrieved Employees to work "off-the-clock", uncompensated, by, for example, requiring Plaintiff and the Aggrieved Employees to perform work during meal breaks. Some of this unpaid work should have been paid at the overtime rate. In failing to pay for all hours worked, Defendant also failed to maintain accurate records of

the hours Plaintiff and the Aggrieved Employees worked.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 1197.1, and 2699(f)(2) for failing to pay for all hours worked, including minimum, straight time, and overtime wages.

Failure to Provide Meal Periods

Under California law, employers have an affirmative obligation to relieve employees of all duty in order to take their first 30-minute, duty-free meal periods no later than the start of sixth hour of work in a workday, and to allow employees to take their second 30-minute, duty-free meal period no later than the start of the eleventh hour of work in the workday. Further, employees are entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s).

Despite these legal requirements, Defendant wrongfully failed to provide Plaintiff and the Aggrieved Employees with legally compliant meal periods. Defendant regularly, but not always, required Plaintiff and the Aggrieved Employees to work in excess of five consecutive hours a day without providing a 30-minute, uninterrupted, and duty-free meal period for every five hours of work, or without compensating Plaintiff and the Aggrieved Employees for meal periods that were not provided by the end of the fifth hour of work or tenth hour of work. Instead, Defendant continued to assert control over Plaintiff and the Aggrieved Employees by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory meal periods, or by denying Plaintiff and the Aggrieved Employees permission to take a meal period. Accordingly, Defendant's policy and practice was not to provide meal periods to Plaintiff and the Aggrieved Employees in compliance with California law.

Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not provided with all required meal period(s). Defendant, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for meal periods and that were not provided.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210 and 2699(f)(2) for failing to provide meal periods and pay meal period premium wages.

Failure to Authorize and Permit Rest Periods

Employers are required by California law to authorize and permit breaks of ten uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two hours). Thus, for example, if an employee's work time is six hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws.

Throughout the statutory period, Defendant have wrongfully failed to authorize and permit Plaintiff and the Aggrieved Employees to take legally compliant rest periods. Defendant regularly required Plaintiff and the Class to work in excess of four consecutive hours a day without Defendant authorizing and permitting them to take a 10-minute, uninterrupted, duty-free rest period for every four hours of work (or major fraction of four hours), or without compensating Plaintiff and the Class for rest periods that were not authorized or permitted. Instead, Defendant continued to assert control over Plaintiff and the Class by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory rest periods, or by denying Plaintiff and the Aggrieved Employees permission to take a rest period. Accordingly, Defendant' policy and practice was to not authorize and permit Plaintiff and the Aggrieved Employees to take rest periods in compliance with California law.

Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not authorized and permitted to take all required rest period(s). Defendant, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for rest periods and that they were not authorized and permitted to take.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210 and 2699(f)(2) for failing to authorize and permit rest periods and pay rest period premium wages.

Failure to Pay All Earned Wages Twice Per Month

Based on its failure to pay Plaintiff and the Aggrieved Employees for all wages as discussed above, Defendant also violated Labor Code § 204.

Labor Code § 204 requires employers to pay employees all earned wages two times per month. Throughout the statute of limitations period applicable to this cause of action, employees were entitled to be paid twice a month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, and wages owed for overtime hours worked. However, during all such times, Defendant systematically failed and refused to pay the employees all wages due, and failed to pay those wages twice a month, in that employees were not paid all wages for all meal periods not provided by Defendant, all wages for all rest periods not authorized and permitted by Defendant, and all wages for all hours worked. As a result, Defendant owe employees the legally required wages for unpaid wages, and Plaintiff and the Aggrieved Employees suffered damages in those amounts.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 210 for failing to pay all earned wages twice per month.

Failure to Maintain Accurate Records of Hours Worked and Meal Periods

Plaintiff seeks penalties under California Labor Code § 1174(d). Pursuant to California Labor Code § 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by California Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded.

Defendant, however, failed to maintain accurate records of hours worked and all meal periods taken or missed by Plaintiff and the Aggrieved Employees.

Defendant's failure to provide and maintain records required by the California Labor Code and the applicable IWC Wage Orders deprived Plaintiff and the Aggrieved Employees the ability to know, understand and question the accuracy and frequency of meal periods, and the accuracy of their hours worked stated in Defendant's records. Therefore, Plaintiff and the Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Defendant. As a direct result, Plaintiff and the Aggrieved Employees have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in seeking to compel Defendant to fully perform its obligation under state law, all to their respective damage in amounts according to proof at trial. As a result of Defendant's knowing failure to comply with the California Labor Code and applicable IWC Wage Orders, Plaintiff and the Aggrieved Employees have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

Failure to Timely Pay All Wages at Termination

Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

Within the applicable statute of limitations, the employment of Plaintiff and many other Aggrieved Employees ended, i.e., was terminated by quitting or being discharged, and the employment of others will be terminated. However, during the relevant time period, Defendant failed, and continues to fail to pay Plaintiff and terminated Aggrieved Employees, without abatement, all wages required to be paid by Labor Code sections 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Defendant's employment. These unpaid wages include wages for unpaid work time (including minimum, straight time, and overtime wages),

missed meal period premium wages, and missed rest period premium wages.

Defendant's conduct violates Labor Code §§ 201 and 202. Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

Accordingly, Plaintiff and the Aggrieved Employees are entitled to recover from Defendant their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to thirty (30) days maximum pursuant to Labor Code § 203.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to timely pay all wages at termination.

Failure to Furnish Accurate Itemized Wage Statements

Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. An employee is presumed to suffer an injury if this information is missing. (Lab. Code § 226(e)(2)(B)(iii).)

The statute further provides: "An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees." (Lab. Code § 226(e)(1).)

Throughout the statutory period, Defendant failed to furnish Plaintiff and the Aggrieved Employees with accurate, itemized wage statements showing all applicable hourly rates, and all gross and net wages earned (including correct hours worked, correct wages for meal periods that were not provided in accordance with California law, and correct wages for rest periods that were not authorized and permitted to take in accordance with California law).

Because Defendant violated Labor Code § 226, Plaintiff and similarly Aggrieved Employees

suffered injury and damage to their statutorily protected rights. Accordingly, Plaintiff and similarly Aggrieved Employees are entitled to recover from Defendant the greater of their actual damages caused by Defendant's failure to comply with Labor Code § 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) per employee.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 226.3 for failing to furnish accurate itemized wage statements.

Failure to Indemnify for Necessary Expenditures

Labor Code § 2802(a) provides that employers shall indemnify his or her employees for all necessary business expenditures or losses that have been incurred by the employees in direct discharge of his or her duties. Throughout the statute of limitations period applicable to this cause of action, Defendant wrongfully required Plaintiff and the Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for Defendant. Plaintiff and the Aggrieved Employees regularly paid out-of-pocket for necessary employment-related expenses, including, without limitation, work equipment and use of personal cell phones. Plaintiff and the Aggrieved Employees incurred substantial expenses as a direct result of performing their job duties for Defendant, but Defendant failed to indemnify Plaintiff and the Aggrieved Employees for these employment-related expenses.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 2802 and 2699(f)(2) for failing to indemnify Plaintiff and the Aggrieved Employees for necessary business expenditures.

Action for Civil Penalties Under PAGA

In light of the above, Plaintiff alleges that Defendant violated the following provisions of the Labor Code with respect to the Aggrieved Employees:

1. Labor Code § 204, 510, 1194, 1197, and 1198 by failing to pay for all hours worked, including minimum wages, straight time wages, and overtime wages;
2. Labor Code § 226.7 and applicable Wage Orders by failing to provide meal periods;
3. Labor Code § 226.7 and applicable Wage Orders by failing to authorize and permit rest periods;
4. Labor Code § 204 by failing to pay all earned wages two times per month;
5. California Labor Code § 1174.5 and applicable Wage Orders by failing to maintain accurate records of hours worked and meal periods taken or missed;
6. Labor Code §§ 201 to 203 by willfully failing to pay all wages owed at termination;
7. Labor Code § 226 by failing to provide accurate itemized wage statements; and

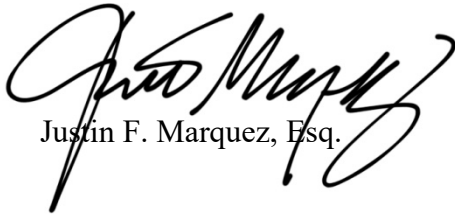
8. Labor Code § 2802 by failing to indemnify for necessary expenditures.

Therefore, on behalf of all Aggrieved Employees, Plaintiff seeks applicable penalties related to the violations alleged above pursuant to the PAGA. These include, but are not limited to, penalties under Labor Code §§ 210, 226.3, 1174.5, 1197.1, and 2699(f)(2).

Plaintiff has placed Defendant on notice by mailing a certified copy of this correspondence, as indicated on the first page. Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,

WILSHIRE LAW FIRM

A handwritten signature in black ink, appearing to read "Justin Marquez", written over the printed name.

Justin F. Marquez, Esq.



WILSHIRE LAW FIRM, PLC

3055 WILSHIRE BLVD. 12TH FLOOR

LOS ANGELES, CA 90010

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Sacramento, CA 95833

250229



WILSHIRE LAW FIRM, PLC

3055 WILSHIRE BLVD. 12TH FLOOR

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3860 Capitol Ave.
Whitter, CA 90601**

250229

EXHIBIT 2

STIPULATION OF FIRST AMENDED CLASS ACTION AND PAGA SETTLEMENT AND RELEASE

Lopez, et al. v. Brio Water Technology, Inc.
Los Angeles Superior Court Case No. 24STCV05176

This First Amended Settlement Agreement (“Agreement”) sets forth the terms upon which the Parties have agreed to settle the Action. All definitions below apply throughout this Agreement.

A. PARTIES AND SCOPE

1. “Plaintiffs” means Eddie Lopez and Anthony Gonzalez.
2. “Defendant” means Brio Water Technology, Inc.
3. “The Parties” means Plaintiffs and Defendant, collectively.
4. “The Action” means the following pending lawsuit: *Eddie Lopez v. Brio Water Technology, Inc.*, Los Angeles County Superior Court Case No. 24STCV05176.
5. “The Complaint” means the operative pleading filed by Plaintiffs in the Action.
6. “Class Period” means the period from February 29, 2020, through June 30, 2026.
7. “PAGA” means the Private Attorneys General Act, Lab. Code § 2698, *et seq.*
8. “PAGA Notice” means Plaintiff Lopez’s March 26, 2024 letter to Defendant and the Labor and Workforce Development Agency (“LWDA”) providing notice pursuant to Labor Code section 2699.3, subd.(a).
9. “PAGA Period” means the period from April 25, 2023, through June 30, 2026.
10. “Class Member(s)” means all persons who are employed or have been employed by Defendant in the State of California as an hourly-paid or non-exempt employee during the Class Period.
11. “PAGA Recipient(s)” means all persons who are employed or have been employed by Defendant in the state of California as an hourly-paid or non-exempt employee during the PAGA Period.
12. “Settlement Class” or “Settlement Class Members” means all Class Members who do not submit a timely Request for Exclusion.

B. ESSENTIAL MONETARY TERMS

13. “Gross Settlement Amount” (“GSA”) means the amount of Four Hundred Ten Thousand Dollars and Zero Cents (**\$410,000.00**) that Defendant will pay if the Court approves this Settlement Agreement and the Effective Date occurs. The GSA will fund: (a) the Net Settlement Amount, (b) the PAGA Settlement Fund, (c) the award of Attorney’s Fees, (d) the award of Attorney’s Costs, (e) the Representative Enhancement Awards, and (f) the Settlement Administration Costs.

14. “PAGA Settlement Fund” means the amount of \$41,000 which shall be deducted from the Gross Settlement Amount and allocated to penalties pursuant to the Private Attorneys General Act and which will be distributed as follows: 75% to the Labor and Workforce Development Agency (“LWDA”) and 25% to PAGA Recipients.

15. “Attorneys’ Fees” means such attorneys’ fees as the Court may award to Class Counsel for the services they have rendered and will render to the Class Members and PAGA Recipients in the Action, and which shall not exceed \$136,666.67. This amount will cover any and all work performed and any and all attorneys’ fees incurred in connection with this litigation, including without limitation: all work performed and all attorneys’ fees incurred to date; and all work to be performed and attorneys’ fees to be incurred in connection with obtaining the Court’s approval of this Settlement Agreement, including addressing any objections raised and handling any appeals necessitated by those objections. Attorneys’ Fees will be funded by the GSA.

16. “Attorneys’ Costs” means such litigation costs as the Court may award to Class Counsel for the costs they have incurred and will incur in the investigation, litigation, and resolution of the Action, and in administration of the Settlement, and which shall not exceed \$25,000.00. This amount will cover any and all litigation costs incurred in connection with this litigation, including without limitation: all litigation costs incurred to date; and all litigation costs to be incurred in connection with obtaining the Court’s approval of this Settlement Agreement, including addressing any objections raised and handling any appeals necessitated by those objections. Attorneys’ Costs will be funded by the GSA.

17. “Representative Enhancement Awards” means such compensation as the Court may award to Plaintiffs for their efforts during the Action, which shall not exceed \$10,000.00, each. The Representative Enhancement Awards will be funded by the GSA and shall be in addition to any Individual Class Payment and any Individual PAGA Payment issued to Plaintiffs.

18. “Settlement Administration Costs” means the amount from the GSA which shall be allocated, subject to the Court’s approval, to the Settlement Administrator for services rendered in administering the settlement of the Action, in an amount not to exceed \$6,690.

C. ADDITIONAL DEFINITIONS

19. “Settlement” or “Agreement” means this First Amended Stipulation of Settlement of Class Action and PAGA Settlement and Release.

20. “Class Action Settlement” means all claims brought by Plaintiffs in the Action, with the exception of Plaintiffs’ claim for civil penalties brought under PAGA.

21. “PAGA Claim Settlement” means the settlement of Plaintiffs’ claim for civil penalties brought under PAGA.

22. “Court” means the Los Angeles County Superior Court.

23. “Class List” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, number of Workweeks in the Class Period, and number of PAGA Pay Periods.

24. “Class Notice” means the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval (in English and Spanish) that will be sent to each Class Member accompanying their Individual Class Payment and, if eligible, their Individual PAGA Payment, which shall be drafted and agreed upon by the Parties.

25. “Response Deadline” means the date that is forty-five (45) calendar days after the Class Notice is first mailed to Class Members, which is the deadline for Class Members to object to the Settlement, exclude themselves from the Settlement, or submit challenges to the number of Workweeks credited to them. In the case of a re-mailed Class Notice, this deadline shall be extended to the date that is fifteen (15) calendar days after the re-mailing of the Class Notice or the Response Deadline (as calculated based on the date on which the Class Notice was first mailed), whichever is later. If more than 5% of the Settlement Class opts out, Defendant can terminate the Settlement.

26. “Net Settlement Amount” or “NSA” means the Gross Settlement Amount minus (a) the PAGA Recipient Settlement Fund, (b) the LWDA Payment, (c) the award of Attorney’s Fees to Class Counsel, (d) the award of Attorney’s Costs to Class Counsel, (e) the Representative Enhancement Awards to Plaintiffs, and (f) the Settlement Administration Costs.

27. “LWDA Payment” means seventy-five percent (75%) of the PAGA Settlement Fund. The LWDA Payment will be issued to the LWDA.

28. “PAGA Recipient Settlement Fund” means twenty-five percent (25%) of the PAGA Settlement Fund. Individual PAGA Payments will be made to the PAGA Recipients from the PAGA Recipient Settlement Fund.

29. “Individual Class Payment” means the portion of the Net Settlement amount allocated to each Settlement Class Member. Individual Class Payments will be calculated proportionately for each Settlement Class Member based on the number of workweeks worked during the Class Period in relation to other Settlement Class Members.

30. “Individual PAGA Payment” means the portion of the PAGA Recipient Settlement Fund allocated to each PAGA Recipient. Individual PAGA Payments will be calculated proportionately for each PAGA Recipient based on the number of workweeks worked during the

PAGA Period in relation to other PAGA Recipients.

31. “Total Class Period Workweeks” means the sum of all workweeks worked by all Settlement Class Members as an hourly-paid or non-exempt employee in California during the Class Period.

32. “Class Period Workweek Value” means the quotient of the Net Settlement Fund divided by the Total Class Period Workweeks.

33. “Total PAGA Period Workweeks” means the sum of all workweeks worked by all PAGA Recipients as an hourly-paid or non-exempt employee in California during the PAGA Period.

34. “PAGA Period Workweek Value” means the quotient of the PAGA Settlement Fund divided by the Total PAGA Workweeks.

35. “Void Date” means the 181st day after issuance of Individual Class Payments and Individual PAGA Payments to Settlement Class Members and PAGA Recipients, upon which the payment checks will no longer be valid and negotiable.

36. “Defense Counsel” means Jon G. Miller and P. Dustin Bodaghi of Littler Mendelson, P.C.

37. “Class Counsel” means, collectively: Benjamin H. Haber, Chase M. Stern, Daniel J. Kramer, and Karen L. Wallace of Wilshire Law Firm, PLC.

38. “Settlement Administrator” means the third-party settlement administrator agreed upon by the Parties and appointed by the Court for the purposes of administering the Settlement.

39. “Settlement Approval” means the settlement approval order and judgment that will be entered by the Court.

40. “Settlement Fund Account” means the bank account established by the Settlement Administrator in accordance with the terms of this Agreement, from which all monies payable under the terms of this Agreement shall be paid, as set forth herein.

D. RECITALS

41. Plaintiffs’ employment with Defendant has ended.

42. On or around February 29, 2024, Plaintiff Lopez filed his original Class Action Complaint, alleging claims for (1) Unpaid minimum and straight wages, (2) Unpaid overtime wages, (3) Unpaid meal period premiums, (4) Unpaid rest break premiums, (5) Untimely final wages, (6) Inaccurate wage statements, (7) Unreimbursed business expenses, and (8) Unfair business practices.

43. Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiffs gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.

44. On or around June 28, 2024, Plaintiff Lopez filed his operative First Amended Complaint (“FAC”) alleging an additional claim for civil penalties under PAGA.

45. In consideration of the promises and warranties set forth in this Agreement, and intending to be legally bound and acknowledging the sufficiency of the consideration and undertakings set forth herein, Plaintiffs, individually on behalf of themselves and on behalf of Class Members and PAGA Recipients and LWDA interests, on the one hand, and Defendant on the other hand, agree that the Action shall be finally and fully settled on the terms and conditions set forth in this Agreement.

46. This Agreement is entered into without any admission of liability and Defendant expressly denies any wrongdoing or liability to Plaintiffs, Class Members, PAGA Recipients, and the LWDA.

E. STIPULATION TO CONDITIONAL CLASS CERTIFICATION

47. Solely for the purposes of this Settlement, the Parties stipulate and agree that the Court must conditionally certify the Settlement Class, Sec. A(10), *supra*, defined as all persons who are employed or have been employed by Defendant in the State of California as an hourly-paid or non-exempt employee during the Class Period.

48. Should this Agreement not become effective for any reason, the fact that the Parties stipulated to certification of a Settlement Class shall have no bearing on and shall not be admissible on the question of whether a class should be certified in a non-settlement context.

F. RELEASES

49. “Released Parties” means Defendant and its affiliated companies, owners, parents, members, subsidiaries, related companies and business concerns, past and present, including successors and predecessors, and each of them, as well as each of their insurers, partners, trustees, directors, shareholders, officers, agents, attorneys, servants and employees, past and present, and each of them.

50. “Released Claims” means all causes of action and claims, charges, complaints, liens, and/or demands arising during the Class Period that were alleged or reasonably could have been alleged or pled based on the allegations and facts contained in the Complaint, including but not limited to all of the following claims for relief: (A) failure to pay minimum wages, failure to pay regular wages, failure to pay overtime wages (including any claims that wages were not paid at the correct regular rate, unpaid overtime based upon work performed in excess of 40 hours in one week, in excess of 8 hours in one day, in excess of 12 hours in one day, and for working a seventh consecutive day in any workweek), failure to provide or pay premium payments for meal periods, failure to provide or pay premium payments for rest periods, failure to reimburse business expenses, failure to provide complete and accurate wage statements, failure to timely pay wages

during and/or upon termination, failure to keep accurate and complete payroll records, and unfair competition; (B) any claim brought under California Labor Code sections 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.7, 510, 512, 551, 552, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802, and all related provisions of the California Industrial Welfare Commission Wage Orders and California Business & Professions Code sections 17200 *et seq.*; (C) failure to pay for any time worked or spent before “clocking in” or after “clocking out;” (D) alleged unlawful “rounding” of hours worked; (E) all claims that any Released Party is liable for the attorney’s fees and costs incurred in the prosecution of this Action on behalf of the Plaintiffs or Class Members and (F) all claims that Plaintiffs or Class Members may have against the Released Parties relating to the payment, taxation, and allocation of attorney’s fees and costs to Class Counsel pursuant to the Agreement.

51. “Released PAGA Claims” means all claims for civil penalties under PAGA arising during the PAGA Period that were alleged or reasonably could have been alleged or pled based on the allegations and facts contained in the Complaint and/or the PAGA Notice, including but not limited to the following theories of liability for civil penalties under PAGA: (A) failure to pay minimum wages, failure to pay regular wages, failure to pay overtime wages (including any claims that wages were not paid at the correct regular rate, unpaid overtime based upon work performed in excess of 40 hours in one week, in excess of 8 hours in one day, in excess of 12 hours in one day, and for working a seventh consecutive day in any workweek), failure to provide or pay premium payments for meal periods, failure to provide or pay premium payments for rest periods, failure to reimburse business expenses, failure to provide complete and accurate wage statements, failure to timely pay wages during and/or upon termination, and failure to keep accurate and complete payroll records; (B) any alleged violations of California Labor Code sections 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.7, 510, 512, 551, 552, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802 and all related provisions of the California Industrial Welfare Commission Wage Orders and California Business & Professions Code sections 17200 *et seq.*; (C) failure to pay for any time worked or spent before “clocking in” or after “clocking out;” (D) alleged unlawful “rounding” of hours worked; (E) all claims that any Released Party is liable for the attorney’s fees and costs incurred in the prosecution of this Action on behalf of Plaintiffs or PAGA Recipients; and (F) all claims that Plaintiffs or PAGA Recipients may have against the Released Parties relating to the payment, taxation, and allocation of attorney’s fees and costs to Class Counsel pursuant to the Agreement.

52. Release by Settlement Class Members. Effective on the date when Defendant fully funds the entire GSA and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs and all Settlement Class Members release the Released Parties from the Released Claims during the Class Period. Settlement Class Members will not sue or otherwise make a claim against any of the Released Parties that seeks recovery for any of the Released Claims during the Class Period. .

53. Release by PAGA Recipients. Effective on the date when Defendant fully funds the entire GSA and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, on behalf of themselves, the State of California, and all PAGA Recipients and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns and any other representative, proxy, or agent thereof, releases the Released

Parties from the Released PAGA Claims during the PAGA Period. PAGA Recipients will not sue or otherwise make a claim against any of the Released Parties that seeks recovery for any of the Released Claims during the PAGA Period.

54. General Release by Plaintiffs. In addition to the Released Claims discussed above, as of the Effective Date, Plaintiffs, for and on behalf of themselves and their agents, heirs, executors, administrators and assigns (“Releasing Parties”) hereby unconditionally waive, release and forever discharge the Released Parties from any and all claims, actions, causes of action, rights, suits, debts, contracts, obligations, agreements, proceedings, damages, charges, losses, and expenses (including attorneys’ fees and costs) of any nature whatsoever, whether based in contract, statute or the common law, relating to any matters of any kind, whether known or unknown, suspected or unsuspected, that they may possess arising from any omissions, acts, and any and all events or facts that have occurred up until and including the date of the signing of this Settlement Agreement, including without limitation: (i) any and all claims actually alleged or could have been alleged in connection with, or arising directly or indirectly out of or in any way connected with Plaintiffs’ employment with Defendant or any of the Released Parties; (ii) any and all claims relating to or arising from Plaintiffs’ relationship with the Released Parties and the termination of the relationship; (iii) any and all claims relating to unpaid wages, missed meal and rest periods, and any and all penalties, including but not limited to waiting time penalties and penalties under Labor Code Section 226, and interest relating to such claims; (iv) any and all claims for wrongful discharge of employment; breach of contract, both expressed and implied; breach of covenant of good faith and fair dealing, both expressed and implied; negligent or intentional interference with contract or prospective economic advantage; and defamation; (v) any and all claims against the Released Parties for any other tort, contract, common law, constitutional or statutory claims, including but not limited to, any alleged violation(s) of the California Labor Code, the federal Fair Labor Standards Act (except as prohibited by applicable law), the National Labor Relations Act, Title VIII of the Civil Rights Act of 1964 and the California Fair Employment and Housing Act, the Age Discrimination in Employment Act, the Americans with Disabilities Act, as amended, the Employee Retirement Income Security Act of 1974, as amended, the federal Worker Adjustment Retraining Notification Act (as well as any counterpart), the Family and Medical Leave Act of 1993 (as well as any state counterpart), the Occupational Safety and Health Act, the Consolidated Omnibus Budget Reconciliation Act of 1985, the Equal Pay Act, the Affordable Care Act, the Uniformed Services Employment and Reemployment Rights Act, the Federal Hazardous Materials Regulations, the Fair Credit Reporting Act, the California Parental Leave Act, the California Paid Sick Leave Act, the Genetic Information Non-Discrimination Act of 1998, California Constitution Article 1 section 8, California’s Industrial Welfare Commission Wage Orders, the Healthy Workplaces, Healthy Families Act of 2014, California Health and Safety Code sections 11161.8, 1276.5, 1278.5, 13337, *et seq.*, and 105100, *et seq.*, California Business and Professions Code sections 2725, 2750, *et seq.*, and 17200, *et. seq.*, Title 22 of the California Code of Regulations, including but not limited to section 72313, 72315 and 72501, and any claims for civil penalties under PAGA (“Individually Released Claims”).

Plaintiffs also waive any and all rights conferred upon them under Section 1542 of the California Civil Code, which provides as follows:

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.

This waiver is not a mere recital but is a knowing waiver of rights and benefits. This is a bargained-for provision of the Settlement Agreement and is further consideration for the covenants and conditions contained herein.

G. EFFECTIVE DATE AND FUNDING OF SETTLEMENT

55. Defendant will deposit the GSA into the Settlement Fund Account no later than the Funding Date.

56. “Funding Date” means the date that is thirty (30) calendar days after the Effective Date. If the Funding Date falls on a weekend or holiday, it shall be extended to the following business day.

57. “Effective Date” means the date on which the Judgment becomes final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur. In the event that: (i) the Court does not approve the Settlement Agreement as provided herein; or (ii) the Effective Date does not occur for any other reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null and void, and the Parties will be returned to their respective positions. The Effective Date cannot occur, and Defendant will not be obligated to fund this Settlement, until and unless there is no possibility of an appeal or further appeal that could potentially prevent this Settlement Agreement from becoming final and binding.

H. PRELIMINARY APPROVAL

58. The Parties will work cooperatively to secure a prompt and final resolution of the Actions consistent with the terms of this Settlement Agreement.

59. Class counsel will prepare and file a stipulation for leave to file an amended complaint as well as the amended complaint adding Anthony Gonzalez as a named Plaintiff and class representative.

60. As soon as practicable after the execution of this Agreement, Plaintiffs will move the Court for Preliminary Approval of the Settlement. Class Counsel will be primarily responsible for drafting all documents necessary to obtain a Preliminary Approval Order and shall provide drafts of such documents for review and approval by Defense Counsel prior to filing the motion. Defendant will not oppose Plaintiffs’ Motion for Preliminary Approval unless the motion is inconsistent with the terms set forth in this Agreement. Plaintiffs’ Motion for Preliminary Approval will request an Order from the Court that:

- a. Conditionally certifies a Settlement Class of all persons who are employed

or have been employed by Defendant in the State of California as an hourly-paid or non-exempt employee during the Class Period;

b. Appoints Class Counsel as counsel for the Settlement Class;

c. Preliminarily approves the Settlement under the legal standards relating to the approval of class action settlements under California Law, and approves and incorporates by reference the terms and conditions of this Agreement;

d. Approves the form of Class Notice and finds that the notice program set forth herein constitutes the best notice practicable under the circumstances, and satisfies due process and the legal standards relating to the approval of class action notice under California Law; and

e. Provides that should this Agreement not become effective for any reason, the fact that the Parties stipulated to certification of a Settlement Class shall have no bearing on and shall not be admissible on the question of whether a class should be certified in a non-settlement context.

61. LWDA Notice. Pursuant to California Labor Code § 2699(l)(2), Plaintiffs will provide a copy of this Agreement to the LWDA concurrently with the filing of the Motion for Preliminary Approval. Class Counsel will also file a declaration in support of Plaintiffs' Motion confirming that Class Counsel has submitted the Agreement to the LWDA. Pursuant to California Labor Code § 2699(l)(3), a copy of the Court's judgment and any other order issued in connection with this Settlement shall be submitted by Class Counsel to the LWDA within ten (10) days after entry of the judgment or order.

I. NOTIFICATION AND ADMINISTRATION PROCESS

62. Settlement Administrator. The Settlement Administrator will be responsible for: establishing the Settlement Fund Account; calculating Individual Class Payments; calculating Individual PAGA Payments; preparing, printing, and mailing the individual settlement checks and accompanying Class Notice to Class Members and PAGA Recipients; disbursing payment of Attorney's Fees and Attorney's Costs to Class Counsel; disbursing the Representative Enhancement Awards to Plaintiffs and additional representative Anthony Gonzalez; disbursing payment to the LWDA consisting of seventy-five percent (75%) of the Net Settlement Amount; printing and providing Settlement Class Members and PAGA Recipients, Plaintiffs, and Class Counsel with IRS Forms 1099 as required under this Settlement Agreement and applicable law; providing a due diligence declaration for submission to the Court upon completion of the terms of the Settlement; and for such other tasks as the Parties mutually agree or the Court orders. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities, and shall not mail any payments to Plaintiffs, the LWDA, Class Counsel or any Settlement Class Member or PAGA Recipient unless and until the Settlement Administrator receives approval by the Parties to do so. Any legally mandated tax reports, tax filings, or other tax documents required by the administration of this Settlement shall be prepared by the Settlement Administrator. Any expenses incurred in connection with such

preparation shall be part of the Settlement Administration Costs.

63. Class List. Within thirty (30) calendar days of Defendant's receipt of the Court's order granting preliminary approval of the Settlement, Defendant will provide the Settlement Administrator with the Class List in the form of a Microsoft Excel spreadsheet, which shall be used solely for the administration of this Settlement and for no other purpose, and which shall not be shared with any persons or entity not employed by the Settlement Administrator and working on the administration of this Settlement. Because Class Members' sensitive personal information is included in the Class List, the Settlement Administrator shall maintain the Class List securely and in confidence, maintaining the strictest standards of data privacy. Access to the Class List shall be limited to employees of the Settlement Administrator with a need to use the Class List for administration of this Settlement. The Settlement Administrator shall permanently delete and destroy all electronic and hard copies of the Class List in its possession once settlement administration is concluded.

64. Change of Address Search. Within fifteen (15) calendar days of receipt of the Class List, the Settlement Administrator shall conduct a National Change of Address search and/or skip trace of all provided addresses to confirm and/or locate the most recent mailing address for each Class Member.

65. Mailing of Class Notice. Class Notices will be mailed via first-class U.S. mail to all Class Members by the Settlement Administrator within fifteen (15) calendar days of receipt of the Class List. The Class Notice will provide notice to Class Members of their estimated Individual Class Payment that they may be eligible to receive, their Individual PAGA Payment that they will receive if they are a PAGA Recipient, and their right to object or exclude themselves from the settlement of Plaintiffs' class action, among other things.

66. Returned Class Notice. If an updated address is obtained by way of a forwarding address on a returned Class Notice, then the Settlement Administrator will promptly re-mail the original Class Notice to the forwarding address via first class U.S. Mail indicating on the original Class Notice the date of such re-mailing. Not later than 3 business days after receipt of any Class Notice returned as undeliverable, without a forwarding address, the Settlement Administrator will perform a single skip-trace search to obtain an updated address, and re-mail the original Class Notice by first class U.S. Mail to any updated addresses located. The Settlement Administrator is only required to re-mail a Class Notice once. The parties agree to cooperate with the Settlement Administrator to locate a more recent address for Class Members, when necessary.

67. Website, Email Address, and Toll-Free Number. The Settlement Administrator will establish, maintain, and use a website to post information of interest to Class Members including the date, time, and location for the Final Approval Hearing and copies of the Agreement, Motion for Preliminary Approval, the Preliminary Approval Order, the Class Notice, the Motion for Final Approval, the Final Approval Order, and the Judgment. The Settlement Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes, and emails.

68. Due Process. Compliance with the procedures described in this Settlement

Agreement will constitute due and sufficient notice to Class Members of this Settlement and the Final Approval Hearing, will satisfy the requirements of due process, and nothing else will be required of the Plaintiffs, Class Counsel, Defendant, Counsel for Defendant, or the Settlement Administrator to provide notice of the Settlement and Final Approval Hearing to Class Members.

J. PROCEDURE FOR CHALLENGING WORKWEEKS

69. If a Settlement Class Member wishes to challenge the accuracy of the Workweeks credited to him or her as set forth in the Class Notice, that Settlement Class Member must submit a written and signed statement, along with any supporting documents or other supporting evidence to the Settlement Administrator, submitted and/or postmarked by the Response Deadline. A challenge of Workweeks must contain (1) the disputing person's full name, current address, last four digits of his or her Social Security number, and signature, (2) the case name and number, (3) a clear statement of the number of Workweeks that he or she contends are correctly attributable to him or her, and (4) attach any and all supporting papers. No challenge will be timely if submitted and/or postmarked after the Response Deadline.

70. In the absence of any contrary documentation, Defendant's records will be presumed determinative. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges to the number of Workweeks. The Administrator's determination of allocations of Workweeks is final and not appealable or otherwise susceptible to challenge. The Settlement Administrator shall provide to Class Counsel and Defense Counsel copies of all challenges to calculation of Workweeks and the Administrator's determination of the challenges.

71. If the Settlement Administrator, Defense Counsel, or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Settlement Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

K. OPT-OUT PROCEDURE

72. Class Members may exclude themselves from and opt out of the settlement of Plaintiffs' class action claims by submitting a written request to be excluded from the class action portions of the Settlement ("Request for Exclusion") to the Settlement Administrator, by fax, email, or mail postmarked no later than the Response Deadline. The Request for Exclusion must contain: (1) the person's full name, current address, last four digits of his or her Social Security number, and signature, (2) a clear statement indicating that the person seeks to be excluded from the Settlement, and (3) the case name and number. The date of the postmark on the mailing envelope will be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Class Member who is validly excluded from this Settlement as provided in this paragraph will not receive any Individual Class Payment, shall have no right to object to

the Settlement, and shall not be bound by the releases contained in this Settlement Agreement. All Settlement Class Members will be bound by the terms and conditions of this Settlement, the Final Approval Order, the judgment, and the releases set forth herein, and will waive all objections and opposition to the fairness, reasonableness, and adequacy of the Settlement.

73. The Settlement Administrator will provide a final report of the number of Class Members who opt out of the Settlement. Defendant shall have the right at its sole discretion to terminate the Settlement if Class Members holding 5% or more of the Net Settlement Amount submit timely and valid Requests for Exclusion. If Defendant elects to exercise its right under this paragraph, Defendant shall be liable solely for administrative costs of the Settlement Administrator selected by the parties.

L. OBJECTION PROCEDURE

74. Except as set forth above, any Class Member who has not opted out may object to the Settlement, or any portion thereof, by mailing a written objection, and supporting papers, if any, to the Settlement Administrator at the address that is set forth in the Class Notice. To be timely, all objections must be sent by fax, email, or mail postmarked no later than the Response Deadline. A written objection must contain: (1) the objecting person's full name, current address, last four digits of his or her Social Security number, and signature, (2) a clear statement of the person's reasons for objecting, (3) the case name and number, (4) any and all supporting papers (including, without limitation, all briefs, written evidence, and declarations, (5) whether the person has a legal representative and provide said legal representative's contact information, (6) and whether the person intends to appear at the Final Approval Hearing. A Class Member who desires to object but who fails to comply with the objection procedure set forth herein shall be deemed to have not objected. However, a Class Member may appear at the Final Approval Hearing and lodge their objection with the Court. The Settlement Administrator shall promptly send all objections to Class Counsel and Defense Counsel and shall submit all timely objections to the Court by way of declaration. Any Class Member who submits an objection remains eligible to receive monetary compensation from the Settlement. Class Counsel and Defense Counsel shall have the option to file a response to any written objections submitted in accordance with this Settlement, at least five (5) calendar days before the Final Approval Hearing.

75. Final Approval Hearing. Any Settlement Class Member may appear at the Final Approval Hearing, either in person or through an attorney hired at the Settlement Class Member's own expense, to object to the fairness, reasonableness, or adequacy of this Agreement or the Settlement.

M. NO RIGHT TO OBJECT OR OPT OUT OF PAGA CLAIM SETTLEMENT

76. The Parties agree there is no right for any Class Member or PAGA Recipient to object, opt out or otherwise exclude himself or herself from the PAGA Claim Settlement. Nor is there any right for any Class Member or PAGA Recipient to dispute the value of the Individual PAGA Payment provided to them under the PAGA Claim Settlement. The Parties further agree there is no right or opportunity for any Class Member or PAGA Recipient to appeal the approval by the Court of the PAGA Claim Settlement. The Parties will jointly defend against any appeal

taken by any Class Member or PAGA Recipient, entity, or agency of the Court's approval of the PAGA Claim Settlement. Except as otherwise stated, Plaintiffs will vigorously defend against any attempt by any person or by any entity or agency to intervene in this matter or object to or opt out of the PAGA Claim Settlement.

N. FINAL APPROVAL, JUDGMENT ORDER AND FINAL JUDGMENT

77. If the Settlement is approved preliminarily by the Court, and all other conditions precedent to the Settlement have been satisfied, Class Counsel will timely move the Court for an Order granting final approval of the Settlement.

78. Class Counsel and Defense Counsel may file a memorandum addressing any objections submitted by Class Members.

O. DISPURSEMENT OF GROSS SETTLEMENT AMOUNT

79. Payment of Attorney's Fees and Attorney's Costs. Within fifteen (15) calendar days following the Funding Date, the Settlement Administrator shall pay from the Settlement Fund Account the Court-approved Attorney's Fees and Attorney's Costs to Class Counsel. All Class Counsel will provide the Settlement Administrator with their respective executed IRS Form W-9, and any transmittal instructions concerning division of Court-approved Attorney's Fees and Attorney's Costs amongst Class Counsel, before payments for Attorney's Fees and Attorney's Costs are issued. The Settlement Administrator shall issue IRS Form(s) 1099 to Class Counsel for the payments made pursuant to this Paragraph. Defendant's payment of the Attorney's Fees and Attorney's Costs shall constitute full satisfaction of the obligation to pay any amounts to any person, attorney, or law firm, including but not limited to Class Counsel, or attorney's fees, expenses, and/or costs in the Action incurred by any other attorney or law firm for attorney's fees, expenses, and/or costs to which any of them may claim to be entitled on behalf of Plaintiffs and/or any Settlement Class Member or PAGA Recipient. The Parties further agree that Class Counsel's Attorney's Fees and Attorney's Costs shall be for all attorney's fees, expenses, and/or costs, present and future, incurred in the Action by all attorneys working on behalf of Plaintiffs and/or Settlement Class Members or PAGA Recipients. In no event shall disbursement of Attorney Fees and Costs, Class Representative Enhancement Awards, and Settlement Administration Costs precede disbursement of the Individual Class Payments and Individual PAGA Payments.

80. Payment of Representative Enhancement Awards. Within fifteen (15) calendar days following the Funding Date, the Settlement Administrator shall pay from the Settlement Fund Account the Court-approved Representative Enhancement Awards to Plaintiffs.

81. Settlement Administration Costs. Within fifteen (15) calendar days following the Funding Date, the Settlement Administrator shall pay from the Settlement Fund Account the Court-approved Settlement Administration Costs.

82. Payment to LWDA. Within fifteen (15) calendar days following the Funding Date,

the Settlement Administrator shall issue from the Settlement Fund Account a check payable to the LWDA for seventy-five percent (75%) of the Net Settlement Amount.

83. Issuance of Individual Class Payments. Within fifteen (15) calendar days following the Funding Date, the Settlement Administrator shall mail the Individual Class Payments to the Settlement Class Members' last known mailing address. Any Individual Class Payment checks returned as non-deliverable on or before the Void Date will be sent promptly via regular First Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip trace, or other search using the name, address or Social Security number of the Settlement Class Member involved, and will then perform a single re-mailing. Any Individual Class Payment check re-mailings will not extend the 180-day period to cash a check. Any checks issued to Settlement Class Members shall remain valid and negotiable for 180 days from the date of their issuance and then shall become void on the 181st day after issuance, *i.e.*, the Void Date.

84. Issuance of Individual PAGA Payments. Within fifteen (15) calendar days following the Funding Date, the Settlement Administrator shall mail the Individual PAGA Payments to the PAGA Recipients' last known mailing address. Any Individual PAGA Payment checks returned as non-deliverable on or before the Void Date will be sent promptly via regular First Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip trace, or other search using the name, address or Social Security number of the PAGA Recipient involved, and will then perform a single re-mailing. Any Individual PAGA Payment check re-mailings will not extend the 180-day period to cash a check. Any checks issued to PAGA Recipients shall remain valid and negotiable for 180 days from the date of their issuance and then shall become void on the 181st day after issuance, *i.e.*, the Void Date.

85. Calculation of Individual Class Payments.

a. All Settlement Class Members will receive an Individual Class Payment. The amount of each Settlement Class Members' Individual Class Payment will be calculated based on the total number of workweeks each Settlement Class Member worked as an hourly-paid or non-exempt employee in California during the Class Period.

b. The Class Period Workweek Value will be calculated by the Settlement Administrator once the Net Settlement Fund is determined based on the amounts approved by the Court for the Attorney's Fees, Attorney's Costs, the Representative Enhancement Awards, and Settlement Administration Costs.

c. To establish the Class Period Workweek Value, the Settlement Administrator will first determine the Total Class Period Workweeks for all Settlement Class Members from the Class List.

d. The Class Period Workweek Value will be the quotient of the Net Settlement Fund divided by the Total Class Period Workweeks.

e. The Individual Class Payment to each Settlement Class Member will be determined by multiplying the Class Period Workweek Value and the Settlement Class Member's total number of workweeks worked as an hourly-paid or non-exempt employee in California during the Class Period.

86. Calculation of Individual PAGA Payments.

a. All PAGA Recipients will receive an Individual PAGA Payment. The amount of each PAGA Recipient's Individual PAGA Payment will be calculated based on the total number of pay periods each PAGA Recipient worked as an hourly-paid or non-exempt employee in California during the PAGA Period.

c. To establish the PAGA Period Pay Period Value, the Settlement Administrator will first determine the Total PAGA Period Workweeks for all PAGA Recipients from the Class List.

d. The PAGA Period Pay Period Value will be the quotient of the PAGA Settlement Fund divided by the Total PAGA Period Pay Period.

e. The Individual PAGA Payment to each PAGA Recipient will be determined by multiplying the PAGA Period Pay Period Value and the PAGA Recipient's total number of pay periods worked as an hourly-paid or non-exempt employee in California during the PAGA Period.

P. TAX PROVISIONS

87. Tax Treatment of Individual Class Payments. Each Individual Class Payment will be allocated as follows: Ten percent (10%) as wages (to be reported on an IRS Form W-2), and ninety percent (90%) as interest and penalties (to be reported on an IRS Form 1099). The employers' share of payroll taxes will be paid by Defendant separately from and in addition to the Gross Settlement Amount.

88. Tax Treatment of Individual PAGA Payments. One hundred percent (100%) of each Individual PAGA Payment shall be allocated to miscellaneous income for which an IRS Form 1099 will issue, if required by law.

89. Administration of Taxes. The Settlement Administrator will be responsible for issuing to Plaintiffs, Settlement Class Members, PAGA Recipients, and Class Counsel, IRS Form W-2s as necessary, IRS Form 1099s as necessary, or other tax forms as may be required by law for all amounts paid pursuant to this Settlement Agreement, and for forwarding all penalties to the appropriate government authorities.

90. Tax Liability. The Parties make no representation as to the tax treatment or legal effect of the payments called for hereunder, and the Parties are not relying on any statement, representation, or calculation by any of the Parties or by the Settlement Administrator in this regard.

91. Circular 230 Disclaimer. Each party to this Agreement (for purposes of this section, the “Acknowledging Party” and each party to this agreement other than the acknowledging party, an “Other Party”) acknowledges and agrees that: (1) no provision of this Settlement Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor will any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended); (2) the Acknowledging Party (a) has relied exclusively upon his, her or its own, independent legal and tax counsel for advice (including tax advice) in connection with this agreement, (b) has not entered into this agreement based upon the recommendation of any other party or any attorney or advisor to any other party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or advisor to any other Party to avoid any tax penalty that may be imposed on the Acknowledging Party; and (3) no attorney or advisor to any other Party has imposed any limitation that protects the confidentiality of any such attorney’s or adviser’s tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the Acknowledging Party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this agreement. Defendant, Defense Counsel, Plaintiffs, and Class Counsel make no representation as to the tax treatment or legal effect of the payments called for hereunder, and Plaintiffs, Settlement Class Members and PAGA Recipients are not relying on any statement, representation, or calculation by Defendant, Defense Counsel, or by the Settlement Administrator in this regard. Plaintiffs, Settlement Class Members and PAGA Recipients understand and agree that they will be solely responsible for the payment of any taxes and penalties assessed on the payments described herein.

Q. UNCLAIMED PAYMENTS AND COMPLETION OF ADMINISTRATION PROCESS

92. Handling of Unclaimed Individual Class Payment and Individual PAGA Payments. No portion of the GSA shall revert to Defendant. Any uncashed settlement checks after One Hundred and Eighty (180) days shall revert to the Office of the Controller’s Unclaimed Property Fund in the name of the Settlement Class Member or PAGA Recipient who did not cash his/her individual settlement payment check. If the Court does not approve of such, the Parties will agree upon a *cy pres* recipient within the meaning of CCP §384.

93. Certification of Completion. Upon completion of administration of the Settlement, the Settlement Administrator will provide a written declaration under oath to certify such completion to the Court and counsel for all Parties. Class Counsel shall file this declaration with the Court within seven (7) calendar days of receipt.

R. ESCALATOR CLAUSE

94. In the event that the total number of workweeks worked by all Class Members during the Class Period exceeds 12,162, Defendant will increase the Gross Settlement Amount by multiplying the Class Period Workweek Value by the number of Total Class Period Workweeks that exceed 12,162 (“Escalator Dollar Amount”).

S. MISCELLENEOUS PROVISION

95. No Effect on Employee Benefits. Amounts paid to Plaintiffs, Settlement Class Members and PAGA Recipients pursuant to this Agreement do not count as earnings or compensation for purposes of any benefits (e.g., 401(k) plans or retirement plans) sponsored by Defendant.

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

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

98. Entire Agreement. This Agreement and any attached Exhibits constitute the entirety of the Parties' settlement terms, 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 the Agreement and its Exhibits.

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

100. Authorization to Enter Into Settlement Agreement. The Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms. The person or persons signing this Agreement on behalf of Defendant represent and warrant that he/she/they are authorized to sign this Agreement on behalf of Defendant. Plaintiffs represent and warrant that they are authorized to sign this Agreement and that they have not assigned any claim covered by this Settlement to a third party.

101. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Agreement, and further intend that this Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

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

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

104. Execution and Counterparts. This Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including facsimile, electronic and scanned copies of the signature page, will be deemed to be one and the same instrument.

105. Acknowledgement that the Settlement is Fair, Adequate and Reasonable. The Parties believe this Agreement is a fair, adequate and reasonable settlement of the Action and have arrived at this Settlement after arm's-length negotiations facilitated by an experienced wage and hour class action mediator, and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness, adequacy and reasonableness of this Agreement.

106. Waiver of Certain Appeals. In the event the Court grants Final Approval of this Settlement, the Parties agree to waive appeals concerning this Settlement Agreement except as to the right to appeal Attorneys' Fees and Attorneys' Costs in the event it is not approved as described above.

107. Captions. The captions and paragraph numbers in this Agreement are inserted for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the provisions of this Agreement.

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

109. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

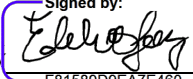
110. Publicity. Plaintiffs will not communicate the fact of, or the terms of, this Agreement to members of the press, including but not limited to Verdicts and Settlements. Plaintiffs and Class Counsel will not publish the fact of, or terms of, the Settlement or any related information on any website or social media platform for publicity or advertising purposes and/or in publication materials generally available to the public.

111. Judgment and Continued Jurisdiction. The Parties expressly request that, after entry of final judgment, the Court retain continuing and exclusive jurisdiction under Code of Civil Procedure Section 664.6 for purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement Agreement; (b) matters relating to the administration of the Settlement; and (c) such post-Judgment matters as may be appropriate under Court rules or as set forth in this Agreement.

It is hereby agreed.

Dated: 8/8/2026

Plaintiff Eddie Lopez

Signed by:
By 
Eddie Lopez

Dated: _____

Plaintiff Anthony Gonzalez

By _____
Anthony Gonzalez

Dated: _____

Defendant Brio Water Technology, Inc.

By _____
Name:
Title:

APPROVED AS TO FORM:

Dated: _____

WILSHIRE LAW FIRM

By _____
Benjamin H. Haber
Chase M. Stern
Daniel J. Kramer
Karen L. Wallace
Attorneys for Plaintiffs

It is hereby agreed.

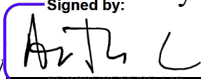
Dated: _____

Plaintiff Eddie Lopez

By _____
Eddie Lopez

Dated: 8/7/2026

Plaintiff Anthony Gonzalez

Signed by:
By  _____
6B360B9F5E9B446...
Anthony Gonzalez

Dated: _____

Defendant Brio Water Technology, Inc.

By _____
Name:
Title:

APPROVED AS TO FORM:

Dated: _____

WILSHIRE LAW FIRM

By _____
Benjamin H. Haber
Chase M. Stern
Daniel J. Kramer
Karen L. Wallace
Attorneys for Plaintiffs

It is hereby agreed.

Dated: _____

Plaintiff Eddie Lopez

By _____
Eddie Lopez

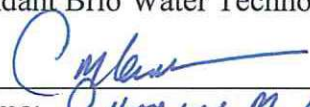
Dated: _____

Plaintiff Anthony Gonzalez

By _____
Anthony Gonzalez

Dated: August 7, 2026

Defendant Brio Water Technology, Inc.

By  _____
Name: Charles M. Henrich
Title: Vice President, Human Resources

APPROVED AS TO FORM:

Dated: _____

WILSHIRE LAW FIRM

By _____
Benjamin H. Haber
Chase M. Stern
Daniel J. Kramer
Karen L. Wallace
Attorneys for Plaintiffs

It is hereby agreed.

Dated: _____

Plaintiff Eddie Lopez

By _____
Eddie Lopez

Dated: _____

Plaintiff Anthony Gonzalez

By _____
Anthony Gonzalez

Dated: _____

Defendant Brio Water Technology, Inc.

By _____
Name:
Title:

APPROVED AS TO FORM:

Dated: 8/10/2026

WILSHIRE LAW FIRM

By 
Benjamin H. Haber
Chase M. Stern
Daniel J. Kramer
Karen L. Wallace
Attorneys for Plaintiffs

APPROVED AS TO FORM

Dated: August 7, 2026

LITTLER MENDELSON, P.C.

By  _____

Jon G. Miller

P. Dustin Bodaghi

Attorneys for Defendant Brio Water Technology,
Inc.

EXHIBIT 3

**JOINT STIPULATION OF FIRST AMENDED CLASS ACTION AND PAGA
SETTLEMENT AND RELEASE**

Eddie Lopez, et al. v. Brio Water Technology, Inc.
Los Angeles Superior Court Case No. 24STCV05176

This First Amended Settlement Agreement ("Agreement") sets forth the terms upon which the Parties have agreed to settle the Action. All definitions below apply throughout this Settlement Agreement.

A. PARTIES AND SCOPE

1. "~~Named~~ Plaintiffs" means Eddie Lopez and ~~additional representative~~ Anthony Gonzalez.
2. "Defendant" means Brio Water Technology, Inc.
3. "The Parties" means ~~Named~~ Plaintiffs and Defendant, collectively.
4. "The Action" means the following pending lawsuit: *Eddie Lopez v. Brio Water Technology, Inc.*, Los Angeles County Superior Court Case No. 24STCV05176.
5. "The Complaint" means the operative pleading filed by ~~Named~~ Plaintiffs in the Action.
6. "Class Period" means the period ~~of time beginning on~~ February 29, 2020, ~~and up to and including the date the Court grants preliminary approval of the Long Form Settlement Agreement through June 30, 2026, subject to paragraph 91.~~
7. "PAGA" means the Private Attorneys General Act, Lab. Code § 2698, et seq.
8. "PAGA Notice" means Plaintiff Lopez's March 26, 2024 letter to Defendant and the Labor and Workforce Development Agency ("LWDA") providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 7.9. "PAGA Period" means the period of time beginning on April 25, 2023, ~~and up to and including the date the Court grants preliminary approval of this Settlement Agreement through June 30, 2026.~~
- 8.10. "Class Member(s)" or "Class Members" means all persons who are employed or have been employed by Defendant in the State of California as an hourly-paid or non-exempt employee during the Class Period.
- 9.11. "PAGA Recipient(s)" or "PAGA Recipients" means all persons who are employed or have been employed by Defendant in the state of California as an hourly-paid or non-exempt

employee during the PAGA Period.

~~10.12.~~ ~~The~~ “Settlement Class” or “Settlement Class Members” means all Class Members who do not submit a timely Request for Exclusion.

B. ESSENTIAL MONETARY TERMS

~~11.13.~~ “Gross Settlement Amount” (“GSA”) means the amount of Four Hundred Ten Thousand Dollars and Zero Cents (**\$410,000.00**) that Defendant will pay if the Court approves this Settlement Agreement and the Effective Date occurs. The GSA will fund: (a) the Net Settlement Amount, (b) the PAGA Settlement Fund, (c) the award of Attorney’s Fees, (d) the award of Attorney’s Costs, (e) the Representative Enhancement Awards, and (f) the Settlement Administration Costs.

~~12.14.~~ “PAGA Settlement Fund” means the amount of \$41,000 which shall be deducted from the Gross Settlement Amount and allocated to penalties pursuant to the Private Attorneys General Act and which will be distributed as follows: 75% to the Labor and Workforce Development Agency (“LWDA”) and 25% to PAGA Recipients.

~~13.15.~~ “Attorneys’ Fees” means such attorneys’ fees as the Court may award to Class Counsel for the services they have rendered and will render to the Class Members and PAGA Recipients in the Action, and which shall not exceed \$136,666.67. This amount will cover any and all work performed and any and all attorneys’ fees incurred in connection with this litigation, including without limitation: all work performed and all attorneys’ fees incurred to date; and all work to be performed and attorneys’ fees to be incurred in connection with obtaining the Court’s approval of this Settlement Agreement, including addressing any objections raised and handling any appeals necessitated by those objections. Attorneys’ Fees will be funded by the GSA.

~~14.16.~~ “Attorneys’ Costs” means such litigation costs as the Court may award to Class Counsel for the costs they have incurred and will incur in the investigation, litigation, and resolution of the Action, and in administration of the Settlement, and which shall not exceed \$25,000.00. This amount will cover any and all litigation costs incurred in connection with this litigation, including without limitation: all litigation costs incurred to date; and all litigation costs to be incurred in connection with obtaining the Court’s approval of this Settlement Agreement, including addressing any objections raised and handling any appeals necessitated by those objections. Attorneys’ Costs will be funded by the GSA.

~~15.17.~~ “Representative Enhancement Awards” means such compensation as the Court may award to ~~Named~~ Plaintiffs for their efforts during the Action, which shall not exceed \$10,000.00, each. The Representative Enhancement Awards will be funded by the GSA and shall be in addition to any Individual Class Payment and any Individual PAGA Payment issued to ~~Named~~ Plaintiffs.

~~16.18.~~ “Settlement Administration Costs” means the amount from the GSA which shall be allocated, subject to the Court’s approval, to the Settlement Administrator for services rendered in administering the settlement of the Action, ~~or in an amount not to exceed \$6,690.~~

C. ADDITIONAL DEFINITIONS

~~17.19.~~ “Settlement Agreement,” “Settlement” or “Agreement” means this ~~Joint-First Amended~~ Stipulation of Settlement of Class Action and PAGA Settlement and Release.

~~18.20.~~ “Class Action Settlement” means all claims brought by ~~Named~~ Plaintiffs in the Action, with the exception of ~~Named~~ Plaintiffs’ claim for civil penalties brought under ~~the Private Attorneys General Act (“PAGA”).~~

~~19.21.~~ “PAGA Claim Settlement” means the settlement of ~~Named~~ Plaintiffs’ claim for civil penalties brought under PAGA.

~~20.22.~~ “Court” means the Los Angeles County Superior Court, ~~where the Los Angeles County Superior Court Case No. 24STCV05176 is venued and specifically the courtroom or department where such judge or judges assigned to Case No. 24STCV05176 sits.~~

~~21.23.~~ “Class List” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, number of Workweeks in the Class Period, and number of PAGA Pay Periods.

~~22.24.~~ “Class Notice” means the ~~form of a~~ Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval (in English and Spanish) that will be sent to each Class Member accompanying their Individual ~~Settlement-Class~~ Payment and, if eligible, their Individual PAGA Payment, which shall be drafted and agreed upon by the Parties.

~~23.25.~~ “Response Deadline” means the date that is forty-five (45) calendar days after the Class Notice is first mailed to Class Members, which is the deadline for Class Members to object to the Settlement, exclude themselves from the Settlement, or submit challenges to the number of Workweeks credited to them. In the case of a re-mailed Class Notice, this deadline shall be extended to the date that is fifteen (15) calendar days after the re-mailing of the Class Notice or the Response Deadline (as calculated based on the date on which the Class Notice was first mailed), whichever is later. If more than 5% of the Settlement Class opts out, Defendant can terminate the Settlement.

~~24.26.~~ “Net Settlement Amount” or “NSA” means the Gross Settlement Amount minus (a) the ~~Aggrieved Employee~~ PAGA Recipient Settlement Fund, (b) the LWDA Payment, (c) the award of Attorney’s Fees to Class Counsel, (d) the award of Attorney’s Costs to Class Counsel, (e) the Representative Enhancement Awards to ~~Named~~ Plaintiffs, and (f) the Settlement Administration Costs.

~~25.27.~~ “LWDA Payment” means seventy-five percent (75%) of the PAGA Settlement Fund. The LWDA Payment will be issued to the LWDA.

~~26.28.~~ “Aggrieved Employee PAGA Recipient Settlement Fund” means twenty-five percent (25%) of the PAGA Settlement Fund. Individual PAGA Payments will be made to the

PAGA Recipients from the ~~Aggrieved Employee~~PAGA Recipient Settlement Fund.

~~27.29.~~ “Individual Class Payment” means the portion of the Net Settlement amount allocated to each Settlement Class Member. Individual Class Payments will be calculated proportionately for each Settlement Class Member based on the number of workweeks worked during the Class Period in relation to other Settlement Class Members.

~~28.30.~~ “Individual PAGA Payment” means the portion of the ~~Aggrieved Employee~~PAGA Recipient Settlement Fund allocated to each PAGA Recipient. Individual PAGA Payments will be calculated proportionately for each PAGA Recipient based on the number of workweeks worked during the PAGA Period in relation to other PAGA Recipients.

~~29.31.~~ “Total Class Period Workweeks” means the sum of all workweeks worked by all Settlement Class Members as an hourly-paid or non-exempt ~~hourly~~ employee in California during the Class Period.

~~30.32.~~ “Class Period Workweek Value” means the quotient of the Net Settlement Fund divided by the Total Class Period Workweeks.

~~31.33.~~ “Total PAGA Period Workweeks” means the sum of all workweeks worked by all PAGA Recipients as an hourly-paid or non-exempt ~~hourly~~ employee in California during the PAGA Period.

~~32.34.~~ “PAGA Period Workweek Value” means the quotient of the PAGA Settlement Fund divided by the Total PAGA Workweeks.

~~33.35.~~ “Void Date” means the 181st day after issuance of Individual Class Payments and Individual PAGA Payments to Settlement Class Members and PAGA Recipients, upon which the payment checks will no longer be valid and negotiable.

~~34.36.~~ “Defense Counsel” means Jon G. Miller and P. Dustin Bodaghi of Littler Mendelson, P.C.

~~35.37.~~ “Class Counsel” means, collectively: Benjamin H. Haber, Chase M. Stern, Daniel J. Kramer, and ~~Alan Wilcox~~Karen L. Wallace of Wilshire Law Firm, PLC.

~~36.38.~~ “Settlement Administrator” means the third-party settlement administrator agreed upon by the Parties and appointed by the Court for the purposes of administering the Settlement.

~~37.39.~~ “Settlement Approval” means the settlement approval order and judgment that will be entered by the Court.

~~38.40.~~ “Settlement Fund Account” means the bank account established by the Settlement Administrator in accordance with the terms of this ~~Settlement~~ Agreement, from which all monies payable under the terms of this ~~Settlement~~ Agreement shall be paid, as set forth herein.

D. RECITALS

~~39.41.~~ ~~Named~~ Plaintiffs' employment with Defendant has ended.

~~40.42.~~ On or around February 29, 2024, ~~Named~~ Plaintiff ~~Eddie~~ Lopez filed his original Class Action Complaint, alleging claims for (1) Unpaid minimum and straight wages, (2) Unpaid overtime wages, (3) Unpaid meal period premiums, (4) Unpaid rest break premiums, (5) Untimely final wages, (6) Inaccurate wage statements, (7) Unreimbursed business expenses, and (8) Unfair business practices.

~~41.43.~~ Pursuant to Labor Code section 2699.3, subdivision (a), ~~On or around March 26, 2024, Named Plaintiffs Eddie Lopez sent~~ gave timely written notice to ~~Defendant and the Labor and Workforce Development Agency ("LWDA")~~ of his intent to pursue civil penalties against Defendant under the Private Attorneys' General Act ("by sending the PAGA Notice").

~~42.44.~~ On or around June 28, 2024, ~~Named~~ Plaintiff ~~Eddie~~ Lopez filed his operative First Amended ~~Class and Representative~~ Complaint ("FAC") alleging an additional claim for civil penalties under PAGA.

~~43.45.~~ In consideration of the promises and warranties set forth in this ~~Settlement~~ Agreement, and intending to be legally bound and acknowledging the sufficiency of the consideration and undertakings set forth herein, ~~Named~~ Plaintiffs, individually on behalf of themselves and on behalf of ~~the~~ Class Members and PAGA Recipients and LWDA interests, on the one hand, and Defendant on the other hand, agree that the Action shall be finally and fully settled on the terms and conditions set forth in this ~~Settlement~~ Agreement.

~~44.46.~~ This ~~Settlement~~ Agreement is entered into without any admission of liability and Defendant expressly denies any wrongdoing or liability to ~~Named~~ Plaintiffs, ~~the~~ Class Members, ~~the~~ PAGA Recipients, and the LWDA.

E. STIPULATION TO CONDITIONAL CLASS CERTIFICATION

~~45.47.~~ Solely for the purposes of this Settlement, the Parties stipulate and agree that ~~for this Settlement to occur,~~ the Court must conditionally certify the ~~following Settlement eClass, Sec. A(10), supra, defined~~ as ~~to all non PAGA claims that have been asserted:~~ all persons who are employed or have been employed by Defendant in the State of California as an hourly-paid or non-exempt employee during the Class Period. ~~Should the Settlement Agreement not become effective for any reason, the fact that the Parties stipulated to certification of a Settlement Class in the Settlement Agreement shall have no bearing on and shall not be admissible on the question of whether a class should be certified in a non-settlement context.~~

~~46.48.~~ Should this ~~Settlement~~ Agreement not become effective for any reason, the fact that the Parties stipulated to certification of a Settlement Class ~~in this Settlement Agreement~~ shall have no bearing on and shall not be admissible on the question of whether a class should be certified in a non-settlement context.

F. RELEASES

47.49. “Released Parties” means Defendant and its affiliated companies, owners, parents, members, subsidiaries, related companies and business concerns, past and present, including successors and predecessors, and each of them, as well as each of their insurers, partners, trustees, directors, shareholders, officers, agents, attorneys, servants and employees, past and present, and each of them.

48.50. “Released Claims” means all causes of action and claims, charges, complaints, liens, and/or demands, arising during the Class Period that were alleged ~~in the Action~~ or reasonably could have been alleged or pled based on the allegations and facts contained in the Action Complaint, including but not limited to all of the following claims for relief: (A) failure to pay minimum wages, failure to pay regular wages, failure to pay overtime wages (including any claims that wages were not paid at the correct regular rate, unpaid overtime based upon work performed in excess of 40 hours in one week, in excess of 8 hours in one day, in excess of 12 hours in one day, and for working a seventh consecutive day in any workweek), failure to provide or pay premium payments for meal periods, failure to provide or pay premium payments for rest periods, failure to reimburse business expenses, failure to provide complete and accurate wage statements, failure to timely pay wages during and/or upon termination, failure to keep accurate and complete payroll records, and unfair competition; (B) any claim brought under California Labor Code sections 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.7, 510, 512, 551, 552, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802, and all related provisions of the California Industrial Welfare Commission Wage Orders and California Business & Professions Code sections 17200 *et seq.*; (C) failure to pay for any time worked or spent before “clocking in” or after “clocking out;” (D) alleged unlawful “rounding” of hours worked; (E) all claims that any Released Party is liable for the attorney’s fees and costs incurred in the prosecution of this Action on behalf of the ~~Named~~ Plaintiffs or Class Members and (F) all claims that ~~Named~~ Plaintiffs or ~~the~~ Class Members may have against the Released Parties relating to the payment, taxation, and allocation of attorney’s fees and costs to Class Counsel pursuant to the ~~Settlement~~ Agreement.

49.51. “Released PAGA Claims” means all claims for civil penalties under PAGA arising during the PAGA Period that were alleged ~~in the Action~~ or reasonably could have been alleged or pled based on the allegations and facts contained in the Action Complaint and/or the PAGA Notice, including but not limited to ~~all of~~ the following theories of liability for civil penalties under PAGA: (A) failure to pay minimum wages, failure to pay regular wages, failure to pay overtime wages (including any claims that wages were not paid at the correct regular rate, unpaid overtime based upon work performed in excess of 40 hours in one week, in excess of 8 hours in one day, in excess of 12 hours in one day, and for working a seventh consecutive day in any workweek), failure to provide or pay premium payments for meal periods, failure to provide or pay premium payments for rest periods, failure to reimburse business expenses, failure to provide complete and accurate wage statements, failure to timely pay wages during and/or upon termination, and failure to keep accurate and complete payroll records; (B) any alleged violations of California Labor Code sections 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.7, 510, 512, 551, 552, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802 and all related provisions of the California Industrial Welfare Commission Wage Orders and California Business & Professions Code sections 17200 *et seq.*; (C) failure to pay for any time worked or spent before “clocking in” or after

“clocking out;” (D) alleged unlawful “rounding” of hours worked; (E) all claims that any Released Party is liable for the attorney’s fees and costs incurred in the prosecution of this Action on behalf of ~~the Named~~ Plaintiffs or PAGA Recipients; and (F) all claims that ~~Named~~ Plaintiffs or ~~the~~ PAGA Recipients may have against the Released Parties relating to the payment, taxation, and allocation of attorney’s fees and costs to Class Counsel pursuant to the ~~Settlement~~ Agreement.

50.52. Release by Settlement Class Members. ~~Upon the Effective~~ on the Date when Defendant fully funds the entire GSA and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, ~~Named~~ Plaintiffs and all Settlement Class Members release the Released Parties from the Released Claims during the Class Period. Settlement Class Members will not sue or otherwise make a claim against any of the Released Parties that seeks recovery for any of the Released Claims during the Class Period. ~~It is the intent of the Parties that the Settlement Approval Order entered by the Court shall have full res judicata effect and be final and binding upon Settlement Class Members regarding the Released Claims during the Class Period.~~

51.53. Release by PAGA Recipients. ~~Upon the Effective~~ on the Date when Defendant fully funds the entire GSA and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, ~~Named~~ Plaintiffs, on behalf of themselves, the State of California, and all PAGA Recipients and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns and any other representative, proxy, or agent thereof, releases the Released Parties from the Released PAGA Claims during the PAGA Period. PAGA Recipients will not sue or otherwise make a claim against any of the Released Parties that seeks recovery for any of the Released Claims during the PAGA Period. ~~It is the intent of the Parties that the Settlement Approval Order entered by the Court shall have full res judicata effect and be final and binding upon PAGA Recipients regarding the Released Claims during the PAGA Period.~~

52.54. General Release by ~~Named~~ Plaintiffs. In addition to the Released Claims discussed above, as of the Effective Date, ~~Named~~ Plaintiffs, for and on behalf of themselves and their agents, heirs, executors, administrators and assigns (“Releasing Parties”) hereby unconditionally waive, release and forever discharge the Released Parties from any and all claims, actions, causes of action, rights, suits, debts, contracts, obligations, agreements, proceedings, damages, charges, losses, and expenses (including attorneys’ fees and costs) of any nature whatsoever, whether based in contract, statute or the common law, relating to any matters of any kind, whether known or unknown, suspected or unsuspected, that they may possess arising from any omissions, acts, and any and all events or facts that have occurred up until and including the date of the signing of this Settlement Agreement, including without limitation: (i) any and all claims actually alleged or could have been alleged in connection with, or arising directly or indirectly out of or in any way connected with ~~Named~~ Plaintiffs’ employment with Defendant or any of the Released Parties; (ii) any and all claims relating to or arising from ~~Named~~ Plaintiffs’ relationship with the Released Parties and the termination of the relationship; (iii) any and all claims relating to unpaid wages, missed meal and rest periods, and any and all penalties, including but not limited to waiting time penalties and penalties under Labor Code Section 226, and interest relating to such claims; (iv) any and all claims for wrongful discharge of employment; breach of contract, both expressed and implied; breach of covenant of good faith and fair dealing, both expressed and implied; negligent or intentional interference with contract or prospective economic advantage; and defamation; (v) any and all claims

against the Released Parties for any other tort, contract, common law, constitutional or statutory claims, including but not limited to, any alleged violation(s) of the California Labor Code, the federal Fair Labor Standards Act (except as prohibited by applicable law), the National Labor Relations Act, Title VIII of the Civil Rights Act of 1964 and the California Fair Employment and Housing Act, the Age Discrimination in Employment Act, the Americans with Disabilities Act, as amended, the Employee Retirement Income Security Act of 1974, as amended, the federal Worker Adjustment Retraining Notification Act (as well as any counterpart), the Family and Medical Leave Act of 1993 (as well as any state counterpart), the Occupational Safety and Health Act, the Consolidated Omnibus Budget Reconciliation Act of 1985, the Equal Pay Act, the Affordable Care Act, the Uniformed Services Employment and Reemployment Rights Act, the Federal Hazardous Materials Regulations, the Fair Credit Reporting Act, the California Parental Leave Act, the California Paid Sick Leave Act, the Genetic Information Non-Discrimination Act of 1998, California Constitution Article 1 section 8, California's Industrial Welfare Commission Wage Orders, the Healthy Workplaces, Healthy Families Act of 2014, California Health and Safety Code sections 11161.8, 1276.5, 1278.5, 13337, *et seq.*, and 105100, *et seq.*, California Business and Professions Code sections 2725, 2750, *et seq.*, and 17200, *et. seq.*, Title 22 of the California Code of Regulations, including but not limited to section 72313, 72315 and 72501, and any claims for civil penalties under PAGA ("Individually Released Claims").

~~Named~~ Plaintiffs also waive any and all rights conferred upon them under Section 1542 of the California Civil Code, which provides as follows:

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.

This waiver is not a mere recital but is a knowing waiver of rights and benefits. This is a bargained-for provision of the Settlement Agreement and is further consideration for the covenants and conditions contained herein.

G. EFFECTIVE DATE AND FUNDING OF SETTLEMENT

~~53.55.~~ Defendant will deposit the GSA into the Settlement Fund Account no later than the Funding Date.

~~54.56.~~ "Funding Date" means the date that is thirty (30) calendar days after the Effective Date. If the Funding Date falls on a weekend or holiday, it shall be extended to the following business day.

~~55.57.~~ "Effective Date" means the date on which the Judgment becomes final. The Judgement is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur. In the event that: (i) the Court does

not approve the Settlement Agreement as provided herein; or (ii) the Effective Date does not occur for any other reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null and void, and the Parties will be returned to their respective positions. The Effective Date cannot occur, and Defendant will not be obligated to fund this Settlement, until and unless there is no possibility of an appeal or further appeal that could potentially prevent this Settlement Agreement from becoming final and binding.

H. PRELIMINARY APPROVAL

56.58. The Parties will work cooperatively to secure a prompt and final resolution of the Actions consistent with the terms of this Settlement Agreement.

57.59. Class counsel will prepare and file a stipulation for leave to file an amended complaint as well as the amended complaint adding Anthony Gonzalez as a named Plaintiff and class representative.

58.60. As soon as practicable after the execution of this ~~Settlement~~ Agreement, ~~Named~~ Plaintiffs will move the Court for ~~entry of the~~ Preliminary Approval ~~Order of the Settlement~~. Class Counsel will be primarily responsible for drafting all documents necessary to obtain ~~the a~~ Preliminary Approval Order and shall provide drafts of such documents for review and approval by Defense Counsel prior to ~~the filing of same~~ the motion. Defendant will not oppose ~~Named~~ Plaintiffs' Motion for Preliminary Approval ~~Order~~ unless the motion is inconsistent with the terms set forth in this ~~Settlement~~ Agreement. ~~Named~~ Plaintiffs' Motion for Preliminary Approval ~~Order~~ will request an eOrder from the Court that:

a. Conditionally certifies a Settlement eClass ~~for settlement purposes only as to of~~ all persons who are employed or have been employed by Defendant in the State of California as an hourly-paid or non-exempt employee during the Class Period;

b. Appoints Class Counsel as counsel for the Settlement eClass ~~for settlement purposes only~~;

c. Preliminarily approves the Settlement ~~Agreement~~ under the legal standards relating to the approval of class action settlements under California Law, and approves and incorporates by reference the terms and conditions of this ~~Settlement~~ Agreement;

d. Approves the form of Class Notice and finds that the notice program set forth herein constitutes the best notice practicable under the circumstances, and satisfies due process and the legal standards relating to the approval of class action notice under California Law; and

e. Provides that should this ~~Settlement~~ Agreement not become effective for any reason, the fact that the Parties stipulated to certification of a Settlement Class ~~in this Settlement Agreement~~ shall have no bearing on and shall not be admissible on the question of whether a class should be certified in a non-settlement context.

59-61. LWDA Notice. Pursuant to California Labor Code § 2699(1)(2), ~~Named~~ Plaintiffs will provide a copy of this ~~Settlement~~ Agreement to the LWDA concurrently with the filing of the ~~Preliminary Approval~~ Motion for Preliminary Approval. Class Counsel will also file a declaration in support of ~~Named~~ Plaintiffs' ~~Preliminary Approval~~ Motion confirming that Class Counsel has submitted the ~~Settlement~~ Agreement to the LWDA ~~in compliance with California Labor Code § 2699(1)(2)~~. Pursuant to California Labor Code § 2699(1)(3), a copy of the Court's judgment and any other order issued in connection with this Settlement ~~Agreement~~ shall be submitted by Class Counsel to the LWDA within ten (10) days after entry of the judgment or order.

I. NOTIFICATION AND ADMINISTRATION PROCESS

60-62. Settlement Administrator. The Settlement Administrator will be responsible for: establishing the Settlement Fund Account; calculating Individual Class Payments; calculating Individual PAGA Payments; preparing, printing, and mailing the individual settlement checks and accompanying Class Notice to Class Members and PAGA Recipients; disbursing payment of Attorney's Fees and Attorney's Costs to Class Counsel; disbursing the Representative Enhancement Awards to ~~Named~~ Plaintiffs and additional representative Anthony Gonzalez; disbursing payment to the LWDA consisting of seventy-five percent (75%) of the Net Settlement Amount; printing and providing Settlement Class Members and PAGA Recipients, ~~Named~~ Plaintiffs, and Class Counsel with IRS Forms 1099 as required under this Settlement Agreement and applicable law; providing a due diligence declaration for submission to the Court upon completion of the terms of the Settlement; and for such other tasks as the Parties mutually agree or the Court orders. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities, and shall not mail any payments to ~~Named~~ Plaintiffs, the LWDA, Class Counsel or any Settlement Class Member or PAGA Recipient unless and until the Settlement Administrator receives approval by the Parties to do so. Any legally mandated tax reports, tax filings, or other tax documents required by the administration of this Settlement shall be prepared by the Settlement Administrator. Any expenses incurred in connection with such preparation shall be part of the Settlement Administration Costs.

61-63. Class List. Within thirty (30) calendar days of Defendant's receipt of the Court's order granting preliminary approval of the Settlement, Defendant will provide the Settlement Administrator with the Class List in the form of a Microsoft Excel spreadsheet, which shall be used solely for the administration of this Settlement and for no other purpose, and which shall not be shared with any persons or entity not employed by the Settlement Administrator and working on the administration of this Settlement. Because Class Members' sensitive personal information is included in the Class List, the Settlement Administrator shall maintain the Class List securely and in confidence, maintaining the strictest standards of data privacy. Access to the Class List shall be limited to employees of the Settlement Administrator with a need to use the Class List for administration of this Settlement. The Settlement Administrator shall permanently delete and destroy all electronic and hard copies of the Class List in its possession once settlement administration is concluded.

62-64. Change of Address Search. Within fifteen (15) calendar days of receipt of the Class List, the Settlement Administrator shall conduct a National Change of Address search and/or skip trace of all provided addresses to confirm and/or locate the most recent mailing address for each

Class Member.

63-65. Mailing of Class Notice. Class Notices will be mailed via first-class U.S. mail to all Class Members by the Settlement Administrator within fifteen (15) calendar days of receipt of the Class List. The Class Notice will provide notice to Class Members of their estimated Individual Class Payment that they may be eligible to receive, their Individual PAGA Payment that they will receive if they are a PAGA Recipient, and their right to object or exclude themselves from the settlement of ~~Named~~ Plaintiffs' class action, among other things.

66. Returned Class Notice. If an updated address is obtained by way of a forwarding address on a returned Class Notice, then the Settlement Administrator will promptly re-mail the original Class Notice to the forwarding address via first class U.S. Mail indicating on the original Class Notice the date of such re-mailing. Not later than 3 business days after receipt of any If a Class Notice ~~is~~ returned as undeliverable, without a forwarding address, the Settlement Administrator will perform a single skip-trace search to obtain an updated address, and ~~promptly~~ re-mail the original Class Notice by first class U.S. Mail to any updated addresses located. The Settlement Administrator is only required to re-mail a Class Notice once. The parties agree to cooperate with the Settlement Administrator to locate a more recent address for Class Members, when necessary.

64-67. Website, Email Address, and Toll-Free Number. The Settlement Administrator will establish, maintain, and use a website to post information of interest to Class Members including the date, time, and location for the Final Approval Hearing and copies of the Agreement, Motion for Preliminary Approval, the Preliminary Approval Order, the Class Notice, the Motion for Final Approval, the Final Approval Order, and the Judgment. The Settlement Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes, and emails.

65-68. Due Process. Compliance with the procedures described in this Settlement Agreement will constitute due and sufficient notice to Class Members of this Settlement and the Final Approval Hearing, will satisfy the requirements of due process, and nothing else will be required of the ~~Named~~ Plaintiffs, Class Counsel, Defendant, Counsel for Defendant, or the Settlement Administrator to provide notice of the Settlement and Final Approval Hearing to Class Members.

J. PROCEDURE FOR CHALLENGING WORKWEEKS

66-69. If a Settlement Class Member wishes to challenge the accuracy of the Workweeks credited to him or her as set forth in the Class Notice, that Settlement Class Member must submit a written and signed statement, along with any supporting documents or other supporting evidence to the Settlement Administrator, submitted and/or postmarked by the Response Deadline. A challenge of Workweeks must contain (1) the disputing person's full name, current address, last four digits of his or her Social Security number, and signature, (2) the case name and number, (3) a clear statement of the number of Workweeks that he or she contends are correctly attributable to him or her, and (4) attach any and all supporting papers. No challenge will be timely if submitted and/or postmarked after the Response Deadline.

~~67.70.~~ In the absence of any contrary documentation, Defendant's records will be presumed determinative. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges to the number of Workweeks. The Administrator's determination of allocations of Workweeks is final and not appealable or otherwise susceptible to challenge. The Settlement Administrator ~~shall~~ must provide ~~copies of all challenges~~ to Class Counsel and Defense Counsel copies of all challenges to calculation of Workweeks and the Administrator's determination of the challenges within three (3) business days of receipt. ~~Counsel for the Parties will meet and confer to evaluate the information and/or evidence submitted by the Class Member. If counsel for the Parties are unable to resolve the Workweeks challenge, the dispute will be decided by the Settlement Administrator. If the Settlement Administrator is unable to resolve the dispute, it will be presented to the Court for determination by the Court at the Final Approval Hearing.~~

~~68.71.~~ If the Settlement Administrator, ~~Defensedant's~~ Counsel, or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Settlement Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

K. OPT-OUT PROCEDURE

~~69.72.~~ Class Members may exclude themselves from and opt out of the settlement of ~~Named~~ Plaintiffs' class action claims by submitting a written request to be excluded from the class action portions of the sSettlement ("Request for Exclusion") to the Settlement Administrator, by fax, email, or mail postmarked no later than the Response Deadline. The Request for Exclusion must contain: (1) the person's full name, current address, last four digits of his or her Social Security number, and signature, (2) a clear statement indicating that the person seeks to be excluded from the Settlement, and (3) the case name and number. The date of the postmark on the mailing envelope will be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Class Member who is validly excluded from this Settlement as provided in this paragraph will not receive any Individual Class Payment, shall have no right to object to the Settlement, and shall not be bound by the releases contained in this Settlement Agreement. All Settlement Class Members will be bound by the terms and conditions of this Settlement, the Final Approval Order, the judgment, and the releases set forth herein, and will waive all objections and opposition to the fairness, reasonableness, and adequacy of the Settlement.

~~70.73.~~ The Settlement Administrator will provide a final report of the number of Class Members who opt out of the Settlement. Defendant shall have the right at its sole discretion to terminate the Settlement if Class Members holding 5% or more of the Net Settlement Amount submit timely and valid Requests for Exclusion. If Defendant elects to exercise its right under this

paragraph, Defendant shall be liable solely for administrative costs of the Settlement Administrator selected by the parties.

L. OBJECTION PROCEDURE

~~71.74.~~ Except as set forth above, any Class Member who has not opted out may object to the Settlement, or any portion thereof, by mailing a written objection, and supporting papers, if any, to the Settlement Administrator at the address that is set forth in the Class Notice. To be timely, all objections must be sent by fax, email, or mail postmarked no later than the Response Deadline. A written objection must contain: (1) the objecting person's full name, current address, last four digits of his or her Social Security number, and signature, (2) a clear statement of the person's reasons for objecting, (3) the case name and number, (4) any and all supporting papers (including, without limitation, all briefs, written evidence, and declarations, (5) whether the person has a legal representative and provide said legal representative's contact information, (6) and whether the person intends to appear at the Final Approval Hearing. A Class Member who desires to object but who fails to comply with the objection procedure set forth herein shall be deemed to have not objected. However, a Class Member may appear at the ~~Fairness-Final Approval~~ Hearing and lodge their objection with the Court. The Settlement Administrator shall promptly send all objections to Class Counsel and Defense Counsel, and shall submit all timely objections to the Court by way of declaration. Any Class Member who submits an objection remains eligible to receive monetary compensation from the Settlement. Class Counsel and Defense Counsel shall have the option to file a response to any written objections submitted in accordance with this Settlement, at least five (5) calendar days before the Final Approval Hearing.

~~72.75.~~ Fairness-Final Approval Hearing. Any Settlement Class Member may appear at the Fairness-Final Approval Hearing, either in person or through an attorney hired at the Settlement Class Member's own expense, to object to the fairness, reasonableness, or adequacy of this ~~Settlement~~ Agreement or the Settlement.

M. NO RIGHT TO OBJECT OR OPT-OUT OF PAGA CLAIM SETTLEMENT

~~73.76.~~ The Parties agree there is no right for any Class Member or PAGA Recipient to object, opt out or otherwise exclude himself or herself from the PAGA Claim Settlement. Nor is there any right for any Class Member or PAGA Recipient to dispute the value of the Individual PAGA Payment provided to them under the PAGA Claim Settlement. The Parties further agree there is no right or opportunity for any Class Member or PAGA Recipient to appeal the approval by the Court of the PAGA Claim Settlement. The Parties will jointly defend against any appeal taken by any Class Member or PAGA Recipient, entity, or agency of the Court's approval of the PAGA Claim Settlement. Except as otherwise stated, ~~Named~~ Plaintiffs will vigorously defend against any attempt by any person or by any entity or agency to intervene in this matter or object to, or opt-out of the PAGA Claim Settlement.

N. FINAL APPROVAL, JUDGMENT ORDER AND FINAL JUDGMENT

~~74.77.~~ If the Settlement is approved preliminarily by the Court, and all other conditions precedent to the Settlement have been satisfied, Class Counsel will timely move the Court for an

Order granting final approval of the Settlement.

75.78. Class Counsel and Defense Counsel may file a memorandum addressing any objections submitted by Class Members.

O. DISPURSEMENT OF GROSS SETTLEMENT AMOUNT

76.79. Payment of Attorney's Fees and Attorney's Costs. Within fifteen (15) calendar days following the Funding Date, the Settlement Administrator shall pay from the Settlement Fund Account the Court-approved Attorney's Fees and Attorney's Costs to Class Counsel. All Class Counsel will provide the Settlement Administrator with their respective executed IRS Form W-9, and any transmittal instructions concerning division of Court-approved Attorney's Fees and Attorney's Costs amongst Class Counsel, before payments for Attorney's Fees and Attorney's Costs are issued. The Settlement Administrator shall issue IRS Form(s) 1099 to Class Counsel for the payments made pursuant to this Paragraph. Defendant's payment of the Attorney's Fees and Attorney's Costs shall constitute full satisfaction of the obligation to pay any amounts to any person, attorney, or law firm, including but not limited to Class Counsel, or attorney's fees, expenses, and/or costs in the Action incurred by any other attorney or law firm for attorney's fees, expenses, and/or costs to which any of them may claim to be entitled on behalf of ~~Named~~ Plaintiffs and/or any Settlement Class Member or PAGA Recipient. The Parties further agree that Class Counsel's Attorney's Fees and Attorney's Costs shall be for all attorney's fees, expenses, and/or costs, present and future, incurred in the Action by all attorneys working on behalf of ~~Named~~ Plaintiffs and/or and Settlement Class Members or PAGA Recipients. In no event shall disbursement of Attorney Fees and Costs, Class Representative Enhancement Awards, and Settlement Administration Costs precede disbursement of the Individual Class Payments and Individual PAGA Payments.

77.80. Payment of Representative Enhancement Awards. Within fifteen (15) calendar days following the Funding Date, the Settlement Administrator shall pay from the Settlement Fund Account the Court-approved Representative Enhancement Awards to ~~Named~~ Plaintiffs.

78.81. Settlement Administration Costs. Within fifteen (15) calendar days following the Funding Date, the Settlement Administrator shall pay from the Settlement Fund Account the Court-approved Settlement Administration Costs.

79.82. Payment to LWDA. Within fifteen (15) calendar days following the Funding Date, the Settlement Administrator shall issue from the Settlement Fund Account a check payable to the LWDA for seventy-five percent (75%) of the Net Settlement Amount.

80.83. Issuance of Individual Class Payments. Within fifteen (15) calendar days following the Funding Date, the Settlement Administrator shall mail the Individual Class Payments to the Settlement Class Members' last known mailing address. Any Individual Class Payment checks returned as non-deliverable on or before the Void Date will be sent promptly via regular First Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip trace,

or other search using the name, address or Social Security number of the Settlement Class Member involved, and will then perform a single re-mailing. Any Individual Class Payment check re-mailings will not extend the 180-day period to cash a check. Any checks issued to Settlement Class Members shall remain valid and negotiable for 180 days from the date of their issuance and then shall become void on the 181st day after issuance, *i.e.*, the Void Date.

81-84. Issuance of Individual PAGA Payments. Within fifteen (15) calendar days following the Funding Date, the Settlement Administrator shall mail the Individual PAGA Payments to the PAGA Recipients' last known mailing address. Any Individual PAGA Payment checks returned as non-deliverable on or before the Void Date will be sent promptly via regular First Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip trace, or other search using the name, address or Social Security number of the PAGA Recipient involved, and will then perform a single re-mailing. Any Individual PAGA Payment check re-mailings will not extend the 180-day period to cash a check. Any checks issued to PAGA Recipients shall remain valid and negotiable for 180 days from the date of their issuance and then shall become void on the 181st day after issuance, *i.e.*, the Void Date.

82-85. Calculation of Individual Class Payments.

a. All Settlement Class Members will receive an Individual Class Payment. The amount of each Settlement Class Members' Individual Class Payment will be calculated based on the total number of workweeks each Settlement Class Member worked as an hourly-paid or non-exempt ~~hourly~~-employee in California during the Class Period.

b. The Class Period Workweek Value will be calculated by the Settlement Administrator once the Net Settlement Fund is determined based on the amounts approved by the Court for the Attorney's Fees, Attorney's Costs, the Representative Enhancement Awards, and Settlement Administration Costs.

c. To establish the Class Period Workweek Value, the Settlement Administrator will first determine the Total Class Period Workweeks for all Settlement Class Members from the Class List.

d. The Class Period Workweek Value will be the quotient of the Net Settlement Fund divided by the Total Class Period Workweeks.

e. The Individual Class Payment to each Settlement Class Member will be determined by multiplying the Class Period Workweek Value and the Settlement Class Member's total number of workweeks worked as an hourly-paid or non-exempt ~~hourly~~-employee in California during the Class Period.

83-86. Calculation of Individual PAGA Payments.

a. All PAGA Recipients will receive an Individual PAGA Payment. The amount of each PAGA Recipient's Individual PAGA Payment will be calculated based on the

total number of pay periods each PAGA Recipient worked as an hourly-paid or non-exempt ~~hourly~~ employee in California during the PAGA Period.

c. To establish the PAGA Period Pay Period Value, the Settlement Administrator will first determine the Total PAGA Period Workweeks for all PAGA Recipients from the Class List.

d. The PAGA Period Pay Period Value will be the quotient of the PAGA Settlement Fund divided by the Total PAGA Period Pay Period.

e. The Individual PAGA Payment to each PAGA Recipient will be determined by multiplying the PAGA Period Pay Period Value and the PAGA Recipient's total number of pay periods worked as an hourly-paid or non-exempt ~~hourly~~ employee in California during the PAGA Period.

P. TAX PROVISIONS

84.87. Tax Treatment of Individual Class Payments. Each Individual Class Payment will be allocated as follows: Ten percent (10%) as wages (to be reported on an IRS Form W-2), and ninety percent (90%) as interest and penalties (to be reported on an IRS Form 1099). The employers' share of payroll taxes will be paid by Defendant separately from and in addition to the Gross Settlement Amount.

85.88. Tax Treatment of Individual PAGA Payments. One hundred percent (100%) of each Individual PAGA Payment shall be allocated to miscellaneous income for which an IRS Form 1099 will issue, if required by law.

86.89. Administration of Taxes. The Settlement Administrator will be responsible for issuing to ~~Named~~ Plaintiffs, Settlement Class Members, PAGA Recipients, and Class Counsel, IRS Form W-2s as necessary, IRS Form 1099s as necessary, or other tax forms as may be required by law for all amounts paid pursuant to this Settlement Agreement, and for forwarding all penalties to the appropriate government authorities.

87.90. Tax Liability. The Parties make no representation as to the tax treatment or legal effect of the payments called for hereunder, and the Parties are not relying on any statement, representation, or calculation by any of the Parties or by the Settlement Administrator in this regard.

88.91. Circular 230 Disclaimer. Each party to this Agreement (for purposes of this section, the "Acknowledging Party" and each party to this agreement other than the acknowledging party, an "Other Party") acknowledges and agrees that: (1) no provision of this Settlement Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor will any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended); (2) the Acknowledging Party (a) has relied exclusively upon his, her or its own, independent legal and tax counsel for advice (including

tax advice) in connection with this agreement, (b) has not entered into this agreement based upon the recommendation of any other party or any attorney or advisor to any other party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or advisor to any other Party to avoid any tax penalty that may be imposed on the Acknowledging Party; and (3) no attorney or advisor to any other Party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the Acknowledging Party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this agreement. Defendant, Defense Counsel, ~~Named~~ Plaintiffs, and Class Counsel make no representation as to the tax treatment or legal effect of the payments called for hereunder, and ~~Named~~ Plaintiffs, Settlement Class Members and PAGA Recipients are not relying on any statement, representation, or calculation by Defendant, Defense Counsel, or by the Settlement Administrator in this regard. ~~Named~~ Plaintiffs, Settlement Class Members and PAGA Recipients understand and agree that they will be solely responsible for the payment of any taxes and penalties assessed on the payments described herein.

Q. UNCLAIMED PAYMENTS AND COMPLETION OF ADMINISTRATION PROCESS

89.92. Handling of Unclaimed Individual Class Payment and Individual PAGA Payments. No portion of the GSA shall revert to Defendant. Any uncashed settlement checks after One Hundred and Eighty (180) days shall revert to the Office of the Controller's Unclaimed Property Fund in the name of the Settlement Class Member or PAGA Recipient who did not cash his/her individual settlement payment check. If the Court does not approve of such, the Parties will agree upon a *cy pres* recipient within the meaning of CCP §384.

90.93. Certification of Completion. Upon completion of administration of the Settlement, the Settlement Administrator will provide a written declaration under oath to certify such completion to the Court and counsel for all Parties. Class Counsel shall file this declaration with the Court within seven (7) calendar days of receipt.

R. ESCALATOR CLAUSE

91.94. In the event that the total number of workweeks worked by all Class Members during the Class Period exceeds 12,162, Defendant will ~~have the choice to either: (a) change the end date of the applicable Class Period to such earlier date not before August 28, 2025 that causes the Total Class Period Workweeks to be 12,162 or less, or (b) increase the Gross Settlement Amount by the "Escalation Dollar Amount." The "Escalator Dollar Amount" will be calculated by multiplying the Class Period Workweek Value by the number of Total Class Period Workweeks that exceed 12,162; ("Escalator Dollar Amount"),~~ 462.

S. MISCELLENIOUS PROVISION

92.95. No Effect on Employee Benefits. Amounts paid to ~~Named~~ Plaintiffs, Settlement Class Members and PAGA Recipients pursuant to this ~~Settlement~~ Agreement do not count as

earnings or compensation for purposes of any benefits (e.g., 401(k) plans or retirement plans) sponsored by Defendant.

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

94.97. Exhibits Incorporated by Reference. The terms of this ~~Settlement~~ Agreement include the terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein. Any Exhibits to this ~~Settlement~~ Agreement are an integral part of the Settlement.

95.98. Entire Agreement. This ~~Settlement~~ Agreement and any attached Exhibits constitute the entirety of the Parties' settlement terms, and no oral or written representations, warranties or inducements have been made to any Party concerning this ~~Settlement~~ Agreement or its Exhibits other than the representations, warranties and covenants contained and memorialized in the ~~Settlement~~ Agreement and its Exhibits.

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

97.100. Authorization to Enter Into Settlement Agreement. The Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement ~~Agreement~~ and to take all appropriate action required or permitted to be taken by such Parties pursuant to this ~~Settlement~~ Agreement to effectuate its terms. The person or persons signing this ~~Settlement~~ Agreement on behalf of Defendant represent and warrant that he/she/they are authorized to sign this ~~Settlement~~ Agreement on behalf of Defendant. ~~Named~~ Plaintiffs represent and warrant that they are authorized to sign this ~~Settlement~~ Agreement and that they have not assigned any claim covered by this Settlement ~~Agreement~~ to a third party.

98.101. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this ~~Settlement~~ Agreement, and further intend that this ~~Settlement~~ Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

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

100.103. California Law Governs. All terms of this ~~Settlement~~ Agreement and Exhibits hereto will be governed by and interpreted according to the laws of the State of California.

101.104. Execution and Counterparts. This ~~Settlement~~ Agreement may be executed

in one or more counterparts. All executed counterparts and each of them, including facsimile, electronic and scanned copies of the signature page, will be deemed to be one and the same instrument.

~~102.105.~~ Acknowledgement that the Settlement is Fair, Adequate and Reasonable. The Parties believe this Agreement is a fair, adequate and reasonable settlement of the Action and have arrived at this Settlement after arm's-length negotiations facilitated by an experienced wage and hour class action mediator, and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness, adequacy and reasonableness of this Agreement.

~~103.106.~~ Waiver of Certain Appeals. In the event the Court grants Final Approval of this Settlement, the Parties agree to waive appeals concerning this Settlement Agreement except as to the right to appeal Attorneys' Fees and Attorneys' Costs in the event it is not approved as described above.

~~104.107.~~ Captions. The captions and paragraph numbers in this Agreement are inserted for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the provisions of this Agreement.

~~105.108.~~ Waiver. No waiver of any condition or covenant contained in this Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

~~106.109.~~ Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

~~107.110.~~ Publicity. ~~Named~~ Plaintiffs will not communicate the fact of, or the terms of, this Agreement to members of the press, including but not limited to Verdicts and Settlements. ~~Named~~ Plaintiffs and Class Counsel will not publish the fact of, or terms of, the Settlement or any related information on any website or social media platform for publicity or advertising purposes and/or in publication materials generally available to the public.

~~108.111.~~ Judgment and Continued Jurisdiction. The Parties expressly request that, after entry of final judgment, the Court retain continuing and exclusive jurisdiction under Code of Civil Procedure Section 664.6 for purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement Agreement; (b) matters relating to the administration of the Settlement; and (c) such post-Judgment matters as may be appropriate under Court rules or as set forth in this ~~Settlement~~ Agreement.

It is hereby agreed.

Dated: _____

~~Named~~ Plaintiff Eddie Lopez

By _____
Eddie Lopez

Dated: _____

~~Named~~ Plaintiff Anthony Gonzalez

By _____
Anthony Gonzalez

Dated: _____

Defendant Brio Water Technology, Inc.

By _____
Name:
Title:

APPROVED AS TO FORM:

Dated: _____

WILSHIRE LAW FIRM

By _____
Benjamin H. Haber
Chase M. Stern
Daniel J. Kramer
~~Alan Wilcox~~ Karen L. Wallace
Attorneys for ~~Named~~ Plaintiffs, ~~on behalf of~~
~~themselves and all others similarly situated~~

APPROVED AS TO FORM

Dated: _____

LITTLER MENDELSON, P.C.

By _____

Jon G. Miller

P. Dustin Bodaghi

Attorneys for Defendant Brio Water Technology,
Inc.

EXHIBIT 4

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

Lopez, et al. v. Brio Water Technology, Inc.
Los Angeles County Superior Court Case No. 24STCV05176

***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 an employee class action lawsuit (“Action”) against Brio Water Technology, Inc. (“Brio”) for alleged wage and hour violations. The Action was filed by former Brio employees Eddie Lopez and Anthony Gonzalez (“Plaintiffs”) and seeks payment of (1) back wages and statutory penalties for a class of all persons who are employed or have been employed by Brio in California as an hourly-paid or non-exempt employee during the Class Period from February 29, 2020 to June 30, 2026 (“Class Members”); and (2) civil penalties under the California Private Attorneys General Act (“PAGA”), Lab. Code § 2698, *et seq.*, for all persons who are employed or have been employed by Brio in California as an hourly-paid or non-exempt employee during the PAGA Period from April 25, 2023 to June 30, 2026 (“PAGA Recipients”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Brio to fund Individual Class Payments, and (2) a PAGA Claim Settlement requiring Brio to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Brio’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$ [REDACTED] (less withholding) and your Individual PAGA Payment is estimated to be \$ [REDACTED]**. The actual amount you may receive likely will be different and will depend on several factors. (If no amount is stated for your Individual PAGA Payment, then according to Brio’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Brio’s records showing that **you worked [REDACTED] workweeks** during the Class Period and **you worked [REDACTED] pay periods** 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 not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs’ attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Brio to make payments under the Settlement and requires Class Members and PAGA Recipients to give up their rights to assert certain claims against Brio.

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

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Settlement Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Brio.
- (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 Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Brio, and, if you are a PAGA Recipient, remain eligible for an Individual PAGA Payment. You cannot opt out of the PAGA portion of the proposed Settlement.

Brio 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 Settlement Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Brio 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-Settlement Class Member and no longer eligible for an Individual Class Payment. Non-Settlement 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. Brio must pay Individual PAGA Payments to all PAGA Recipients and the PAGA Recipients must give up their rights to pursue Released Claims (defined below).

Settlement Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by [REDACTED]	All Class Members who do not opt out (“Settlement 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 Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Settlement Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the [REDACTED] Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on [REDACTED]. You don’t 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. Settlement Class Members can object to the Settlement at the Final Approval Hearing, virtually or in person. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by [REDACTED]	The amount of your Individual Class Payment and PAGA Payment (if any) depends on how many Workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Brio’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [REDACTED]. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former Brio employees. The Action accuses Brio of violating California labor laws, including claims for unpaid minimum and overtime wages; meal period violations; rest period violations; untimely final wages; inaccurate wage statements; unreimbursed business expenses; and unfair competition.

Based on the same claims, except for the unfair competition claim, Plaintiffs have also asserted a claim for civil penalties under the PAGA. Plaintiffs are represented by attorneys in the Action: Benjamin H. Haber, Chase Stern, Daniel Kramer, and Karen L. Wallace of Wilshire Law Firm, PLC (“Class Counsel”).

Brio strongly denies violating any laws or failing to pay any wages 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 Brio or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Brio hired an experienced, neutral mediator, Jill R. Sperber, Esq., to resolve the Action by negotiating an end to 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, Plaintiffs and Brio 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, Brio does not admit any violations or concede the merit of any claims.

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Brio has 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 PAGA Recipients. 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. Brio will pay \$410,000 as the Gross Settlement Amount (Gross Settlement). Brio has agreed to deposit the Gross Settlement into an account controlled by the Settlement Administrator. The Settlement Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Settlement Administrator’s expenses, and penalties to be paid to the LWDA. Assuming the Court grants Final Approval, Brio will fund the Gross Settlement not more than 30 days after the Effective Date.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$136,666.67 (33.33%) of the Gross Settlement) to Class Counsel for attorneys’ fees and up to \$25,000.00 for their litigation expenses. To date, Class Counsel has worked and incurred expenses on the Action without payment.
 - B. Up to \$10,000.00 to each Plaintiff as a Representative Enhancement Award (\$20,000 total) for filing and participating in the prosecution of the Action, working with Class Counsel and representing the Class. Representative Enhancement Awards will be the only monies Plaintiffs will receive other than their respective Individual Class Payments and any Individual PAGA Payments.
 - C. Up to \$6,690 to the Settlement Administrator for services administering the Settlement (“Settlement Administration Costs”).
 - D. Up to \$41,000 for PAGA Penalties, 75% allocated to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the PAGA Recipients based on their PAGA Period Pay Periods.

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

3. 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 Gross Settlement (the “Net Settlement”) by making Individual Class Payments to Settlement Class Members based on their Class Period Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiffs and Brio are asking the Court to approve an allocation of 10% of each Individual Class Payment to taxable wages (“Wage Portion”) and 90% to interest, penalties, etc. (“Non-Wage Portion.”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Brio 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 Class Payments on IRS 1099 Forms.

Although Plaintiffs and Brio 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.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If the monies represented by your check are sent to the Controller’s Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.
6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Settlement Class Member, participating fully in the Class Settlement, unless you notify the Settlement Administrator in writing, no later than [REDACTED], 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 [REDACTED] 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, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Settlement Class Members) will not receive Individual Class Payments but will preserve their rights to personally pursue wage and hour claims against Brio.

You cannot opt out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Settlement Class Members)

remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Brio based on the PAGA Period facts alleged in the Action.

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 enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Brio have agreed that, in either case, the Settlement will be void, Brio will not pay any money, and Class Members will not release any claims against Brio.

7. Settlement Administrator. The Court has appointed a neutral company, Apex Class Action LLC (“Settlement Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks and/or Pay Periods, 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.
8. Released Parties. For purposes of this Settlement, “Released Parties” means Brio and its affiliated companies, owners, parents, members, subsidiaries, related companies and business concerns, past and present, including successors and predecessors, and each of them, as well as each of their insurers, partners, trustees, directors, shareholders, officers, agents, attorneys, servants and employees, past and present, and each of them.
9. Settlement Class Members’ Release. After the Judgment is final and Brio has fully funded the Gross Settlement (and separately paid all employer payroll taxes), Settlement 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 Brio or other Released Parties 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.

Settlement Class Members will be bound by the following release:

“Released Claims” means all causes of action and claims, charges, complaints, liens, and/or demands arising during the Class Period that were alleged or reasonably could have been alleged or pled based on the allegations and facts contained in the Complaint, including but not limited to all of the following claims for relief: (A) failure to pay minimum wages, failure to pay regular wages, failure to pay overtime wages (including any claims that wages were not paid at the correct regular rate, unpaid overtime based upon work performed in excess of 40 hours in one week, in excess of 8 hours in one day, in excess of 12 hours in one day, and for working a seventh consecutive day in any workweek), failure to provide or pay premium payments for

meal periods, failure to provide or pay premium payments for rest periods, failure to reimburse business expenses, failure to provide complete and accurate wage statements, failure to timely pay wages during and/or upon termination, failure to keep accurate and complete payroll records, and unfair competition; (B) any claim brought under California Labor Code sections 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.7, 510, 512, 551, 552, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802, and all related provisions of the California Industrial Welfare Commission Wage Orders, and California Business & Professions Code sections 17200 et seq.; (C) failure to pay for any time worked or spent before “clocking in” or after “clocking out;” (D) alleged unlawful “rounding” of hours worked; (E) all claims that any Released Party is liable for the attorney’s fees and costs incurred in the prosecution of this Action on behalf of the Plaintiffs or Class Members and (F) all claims that Plaintiffs or the Class Members may have against the Released Parties relating to the payment, taxation, and allocation of attorney’s fees and costs to Class Counsel pursuant to the Agreement.

10. PAGA Recipients’ PAGA Release. After the Court’s judgment is final, and Brio has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all PAGA Recipients will be barred from asserting PAGA claims against Brio, whether or not they exclude themselves from the Settlement. This means that all PAGA Recipients, including those who are Settlement Class Members and those who opt out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Brio or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The PAGA Recipients’ Release is as follows:

All PAGA Recipients are deemed to release all claims for civil penalties under PAGA arising during the PAGA Period that were alleged or reasonably could have been alleged or pled based on the allegations and, facts contained in the Complaint and the PAGA Notice, including but not limited to all of the following theories of liability for civil penalties under PAGA: (A) failure to pay minimum wages, failure to pay regular wages, failure to pay overtime wages (including any claims that wages were not paid at the correct regular rate, unpaid overtime based upon work performed in excess of 40 hours in one week, in excess of 8 hours in one day, in excess of 12 hours in one day, and for working a seventh consecutive day in any workweek), failure to provide or pay premium payments for meal periods, failure to provide or pay premium payments for rest periods, failure to reimburse business expenses, failure to provide complete and accurate wage statements, failure to timely pay wages during and/or upon termination, and failure to keep accurate and complete payroll records; (B) any alleged violations of California Labor Code sections 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.7, 510, 512, 551, 552, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802 and all related provisions of the California Industrial Welfare Commission Wage Orders, and California Business & Professions Code sections 17200 et seq.; (C) failure to pay for any time worked or spent before “clocking in” or after “clocking out;” (D) alleged unlawful “rounding” of hours worked; (E) all claims

that any Released Party is liable for the attorney's fees and costs incurred in the prosecution of this Action on behalf of the Plaintiffs or PAGA Recipients; and (F) all claims that Plaintiffs or the PAGA Recipients may have against the Released Parties relating to the payment, taxation, and allocation of attorney's fees and costs to Class Counsel pursuant to the Agreement.

4. HOW WILL THE SETTLEMENT ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Settlement Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Settlement Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Settlement Class Member.
2. Individual PAGA Payments. The Settlement Administrator will calculate Individual PAGA Payments by (a) dividing \$[REDACTED] by the total number of PAGA Pay Periods worked by all PAGA Recipients and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual PAGA Recipient.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Brio's records, are stated in the first page of this Notice. You have until [REDACTED] to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Settlement Administrator via fax email, or mail. 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 Brio's calculation of Workweeks and/or Pay Periods based on Brio'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 Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Settlement Class Members) and Brio's Counsel. The Settlement Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Settlement Class Members. The Settlement Administrator will send, by U.S. mail, a single check to every Settlement Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as PAGA Recipients. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Settlement Class Members. The Settlement Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every PAGA Recipient who opts

out of the Class Settlement (i.e., every Non-Settlement Class Member).

Your check will be sent to the same address as 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, by fax, email, or mail, with your name, present address, telephone number, 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 be excluded. Be sure to personally sign your request, identify the Action as *Lopez, et al. v. Brio Water Technology, Inc.* and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Settlement Administrator must be sent your request to be excluded by [REDACTED], 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 Settlement Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Brio are asking the Court to approve. At least 16 court days before the [REDACTED] Final Approval Hearing, Class Counsel and/or Plaintiffs 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 Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as a Representative Enhancement 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 (<https://apexclassaction.com/>) or the Court's website (<https://www.lacourt.ca.gov/home>).

A Settlement Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections to the Settlement Administrator, by fax, email, or mail, is [REDACTED].** 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 *Lopez, et al. v. Brio Water Technology, Inc.* and include your name, current address, telephone number, and approximate dates of employment for Brio and sign the objection. Section 9 of this Notice has the Settlement Administrator's contact information.

Alternatively, a Settlement Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval 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 Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [REDACTED] at [REDACTED] a.m./p.m. in Department 10 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, 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 via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Settlement Administrator's website at <https://apexclassaction.com/> beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Brio and Plaintiffs 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 <https://apexclassaction.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://www.lacourt.ca.gov/pages/lp/access-a-case/tp/find-case-information/cp/os-civil-case-access>) and entering the Case Number for the Action, Case No. 24STCV05176. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

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

Class Counsel:

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Los Angeles, California 90017
Tel: (213) 381-9988

Fax: (213) 381-9989

Settlement Administrator: Apex Class Action, LLC

Email Address:

Mailing Address:

Telephone:

Fax Number:

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 5

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

~~Eddie~~ Lopez, et al. v. Brio Water Technology, Inc.
Los Angeles County Superior Court Case No. 24STCV05176

***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 an employee class action lawsuit (“Action”) against Brio Water Technology, Inc. (~~“Defendant” or “Brio”~~) for alleged wage and hour violations. The Action was filed by ~~a~~ former Brio employees Eddie Lopez and Anthony Gonzalez (~~“Named Plaintiffs”~~) and seeks payment of (1) back wages and civil-statutory penalties for a class of all persons who ~~were~~ are employed or have been employed by Brio in California ~~in-as an hourly-paid or~~ non-exempt, ~~hourly-paid positions-employee at any time~~ during the Class Period (~~from~~ February 29, 2020 to June 30, 2026), ~~including current and former employees~~ (“Class Members”); and (2) civil penalties under the California Private Attorneys General Act (“PAGA”), Lab. Code § 2698, et seq., for all persons who ~~were~~ are employed or have been employed by Defendant Brio in California ~~in-as an hourly-paid or~~ non-exempt, ~~hourly-paid positions at any time~~ employee during the PAGA Period (~~from~~ April 25, 2023 to June 30, 2026) (“PAGA Recipients”).

The proposed Settlement has two main parts: (1) a Class ~~Action~~ Settlement requiring Brio to fund Individual Class Payments, and (2) a PAGA Claim Settlement requiring Brio to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Brio’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$_____ (less withholding) and your Individual PAGA Payment is estimated to be \$_____.** The actual amount you may receive likely will be different and will depend on several factors. (If no amount is stated for your Individual PAGA Payment, then according to Brio’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Brio’s records showing that **you worked _____ workweeks** during the Class Period and **you worked _____ workweeks-pay periods** 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 not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to ~~Named~~ Plaintiffs and ~~Named~~ Plaintiffs’ attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Brio to make payments under the Settlement and requires Class Members

and PAGA Recipients to give up their rights to assert certain claims against Brio.

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

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Settlement Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Brio.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class ~~Action~~ 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 Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Brio, and, if you are a PAGA Recipient, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Brio 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 Settlement Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Brio that are covered by this Settlement (Released Claims).
You Can Opt-~~o~~Out of the Class Settlement but not the PAGA Settlement The Opt-~~o~~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-Settlement Class Member and no longer eligible for an Individual Class Payment. Non-Settlement 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. Brio must pay Individual PAGA Payments to all PAGA Recipients and the PAGA Recipients must give up their rights to pursue Released Claims (defined below).

So far, the Court has made no determination whether Brio or ~~Named~~ Plaintiffs are correct on the merits. In the meantime, ~~Named~~ Plaintiffs and Brio hired an experienced, neutral mediator, Jill R. Sperber, Esq., to resolve the Action by negotiating an end to 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~~ Plaintiffs and Brio 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, Brio does not admit any violations or concede the merit of any claims.

~~Named~~ Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Brio has 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 PAGA Recipients. 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. Brio will pay \$410,000 as the Gross Settlement Amount (Gross Settlement). Brio has agreed to deposit the Gross Settlement into an account controlled by the Settlement Administrator ~~of the Settlement~~. The Settlement Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Settlement Administrator’s expenses, and penalties to be paid to the LWDA. Assuming the Court grants Final Approval, Brio will fund the Gross Settlement not more than 30 days after the Funding Effective Date.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, ~~Named~~ Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$136,666.67 (33. ~~1/33~~ %) of the Gross Settlement) to Class Counsel for attorneys’ fees and up to \$25,000.00 for their litigation expenses. To date, Class Counsel has worked and incurred expenses on the Action without payment.
 - B. Up to \$10,000.00 to each Plaintiff as a Representative Enhancement Awards (\$20,000 total) for filing and participating in the prosecution of the Action, working with Class Counsel and representing the Class. Representative Enhancement Awards will be the only monies ~~Named~~ Plaintiffs will receive other than their respective Individual Class Payments and any Individual PAGA Payments.

C. Up to \$6,690 to the Settlement Administrator for services administering the Settlement (“Settlement Administration Costs”).

D. Up to \$41,000 for PAGA Penalties, 75% allocated to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the PAGA Recipients based on their PAGA Period Pay Periods.

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

3. 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 Gross Settlement (the “Net Settlement”) by making Individual Class Payments to Settlement Class Members based on their Class Period Workweeks.
4. Taxes Owed on Payments to Class Members. ~~Named~~ Plaintiffs and Brio are asking the Court to approve an allocation of 10% of each Individual Class Payment to taxable wages (“Wage Portion”) and 90% to interest, penalties, etc. (“Non-Wage Portion.”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Brio 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 Class Payments on IRS 1099 Forms.

Although ~~Named~~ Plaintiffs and Brio 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.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller’s Unclaimed Property Fund in your name. If the monies represented by your check are sent to the Controller’s Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.
6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Settlement Class Member, participating fully in the Class Settlement, unless you notify the Settlement Administrator in writing, no later than [REDACTED], 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 [REDACTED] 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, present address, telephone number, and a simple

statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Settlement Class Members) will not receive Individual Class Payments but will preserve their rights to personally pursue wage and hour claims against Brio.

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

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 enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. ~~Named~~ Plaintiffs and Brio have agreed that, in either case, the Settlement will be void, Brio will not pay any money, and Class Members will not release any claims against Brio.

7. Settlement Administrator. The Court has appointed a neutral company, Apex Class Action LLC (“Settlement Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks and/or Pay Periods, 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.
8. Released Parties. For purposes of this Settlement, “Released Parties” means Brio and its affiliated companies, owners, parents, members, subsidiaries, related companies and business concerns, past and present, including successors and predecessors, and each of them, as well as each of their insurers, partners, trustees, directors, shareholders, officers, agents, attorneys, servants and employees, past and present, and each of them.
9. Settlement Class Members’ Release. After the Judgment is final and Brio has fully funded the Gross Settlement (and separately paid all employer payroll taxes), Settlement 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 Brio or ~~related entities~~ other Released Parties 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.

Settlement Class Members will be bound by the following release ~~of~~:

“Released Claims” means all causes of action and claims, charges, complaints, liens, and/or demands arising during the Class Period, that were alleged ~~in the Action~~ or reasonably could have been alleged or pled based on the allegations and facts

contained in the ~~Action~~Complaint, including but not limited to all of the following claims for relief: (A) failure to pay minimum wages, failure to pay regular wages, failure to pay overtime wages (including any claims that wages were not paid at the correct regular rate, unpaid overtime based upon work performed in excess of 40 hours in one week, in excess of 8 hours in one day, in excess of 12 hours in one day, and for working a seventh consecutive day in any workweek), failure to provide or pay premium payments for meal periods, failure to provide or pay premium payments for rest periods, failure to reimburse business expenses, failure to provide complete and accurate wage statements, failure to timely pay wages during and/or upon termination, failure to keep accurate and complete payroll records, and unfair competition; (B) any claim brought under California Labor Code sections 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.7, 510, 512, 551, 552, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802, and all related provisions of the California Industrial Welfare Commission Wage Orders, and California Business & Professions Code sections 17200 et seq.; (C) failure to pay for any time worked or spent before “clocking in” or after “clocking out;” (D) alleged unlawful “rounding” of hours worked; (E) all claims that any Released Party is liable for the attorney’s fees and costs incurred in the prosecution of this Action on behalf of the ~~Named~~Plaintiffs or Class Members and (F) all claims that ~~Named~~Plaintiffs or the Class Members may have against the Released Parties relating to the payment, taxation, and allocation of attorney’s fees and costs to Class Counsel pursuant to the ~~Settlement~~Agreement.

10. PAGA Recipients’ PAGA Release. After the Court’s judgment is final, and Brio has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all PAGA Recipients will be barred from asserting PAGA claims against Brio, whether or not they exclude themselves from the Settlement. This means that all PAGA Recipients, including those who are Settlement Class Members and those who opt -out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Brio or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The PAGA Recipients’ Releases ~~is~~are as follows:

All PAGA Recipients are deemed to release all claims for civil penalties under PAGA arising during the PAGA Period that were alleged ~~in the Action~~ or reasonably could have been alleged or pled based on the allegations and, facts contained in the ~~Action~~Complaint and the PAGA Notice, including but not limited to all of the following theories of liability for civil penalties under PAGA: (A) failure to pay minimum wages, failure to pay regular wages, failure to pay overtime wages (including any claims that wages were not paid at the correct regular rate, unpaid overtime based upon work performed in excess of 40 hours in one week, in excess of 8 hours in one day, in excess of 12 hours in one day, and for working a seventh consecutive day in any workweek), failure to provide or pay premium payments for meal periods, failure to provide or pay premium payments for rest periods, failure to reimburse business expenses, failure to provide complete and accurate wage statements, failure to timely pay wages during and/or upon termination, and failure to

keep accurate and complete payroll records; (B) any alleged violations of California Labor Code sections 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.7, 510, 512, 551, 552, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802 and all related provisions of the California Industrial Welfare Commission Wage Orders, and California Business & Professions Code sections 17200 et seq.; (C) failure to pay for any time worked or spent before “clocking in” or after “clocking out;” (D) alleged unlawful “rounding” of hours worked; (E) all claims that any Released Party is liable for the attorney’s fees and costs incurred in the prosecution of this Action on behalf of the ~~Named~~ Plaintiffs or PAGA Recipients; and (F) all claims that ~~Named~~ Plaintiffs or the PAGA Recipients may have against the Released Parties relating to the payment, taxation, and allocation of attorney’s fees and costs to Class Counsel pursuant to the ~~Settlement~~ Agreement.

4. **HOW WILL THE SETTLEMENT ADMINISTRATOR CALCULATE MY PAYMENT?**

1. Individual Class Payments. The Settlement Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Settlement Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Settlement Class Member.
2. Individual PAGA Payments. The Settlement Administrator will calculate Individual PAGA Payments by (a) dividing \$[REDACTED] by the total number of PAGA Pay Periods worked by all PAGA Recipients and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual ~~Aggrieved Employee~~PAGA Recipient.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Brio’s records, are stated in the first page of this Notice. You have until [REDACTED] to challenge the number of Workweeks and/or Pay Periods 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 Brio’s calculation of Workweeks and/or Pay Periods based on Brio’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 Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Settlement Class Members) and Brio’s Counsel. The Settlement Administrator’s decision is final. You can’t appeal or otherwise challenge its final decision.

5. **HOW WILL I GET PAID?**

1. Settlement Class Members. The Settlement Administrator will send, by U.S. mail, a single check to every Settlement Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as PAGA Recipients. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Settlement Class Members. The Settlement Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every ~~Aggrieved Employee~~ PAGA Recipient who opts out of the Class Settlement (i.e., every Non-Settlement Class Member).

Your check will be sent to the same address as 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, by fax, email, or mail, with your name, present address, telephone number, 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 be excluded. Be sure to personally sign your request, identify the Action as Lopez v. Brio Water Technology, Inc.; and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Settlement Administrator must be sent your request to be excluded by [REDACTED], 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 Settlement Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what ~~Named~~ Plaintiffs and Brio are asking the Court to approve. At least 16 ~~business-court~~ days before the [REDACTED] Final Approval Hearing, Class Counsel and/or ~~Named~~ Plaintiffs 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 Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount ~~Named~~ Plaintiffs are requesting as a Representative Enhancement 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 (<https://apexclassaction.com/>) or the Court's website (<https://www.lacourt.ca.gov/home>).

A Settlement Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or ~~Named~~ Plaintiffs are too high or too low. **The deadline for sending written objections to the Settlement Administrator, by fax, email, or mail, is [REDACTED].** 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 *Lopez v. Brio Water Technology, Inc.* and include your name, current address, telephone number, and approximate dates of employment for Brio and sign the objection. Section 9 of this Notice has the Settlement Administrator's contact information.

Alternatively, a Settlement Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval 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 Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [REDACTED] at [REDACTED] a.m./p.m. in Department 10 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, ~~Named~~ Plaintiffs, 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 via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Settlement Administrator's website <https://apexclassaction.com/> beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

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The Agreement sets forth everything Brio and ~~Named~~ Plaintiffs 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 <https://apexclassaction.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 (<http://www.lacourt.org/casesummary/ui/index.aspx><https://www.lacourt.ca.gov/pages/lp/access-a-case/tp/find-case-information/cp/os-civil-case-access>) and entering the Case Number for the Action, Case No. 24STCV05176. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

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

Class Counsel:

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Fax: (213) 381-9989

Settlement Administrator: Apex Class Action, LLC
Email Address:
Mailing Address:
Telephone:
Fax Number:

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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 6

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Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

EDDIE LOPEZ, individually, ANTHONY
GONZALEZ, individually, and on behalf of all
others similarly situated, the State of California,
and other aggrieved persons,

Plaintiffs,

v.

BRIO WATER TECHNOLOGY, INC., a
California corporation; and DOES 1 through 10,
inclusive,

Defendants.

~~Class~~-Case No.: 24STCV05176

*[Assigned for all purposes to the Hon.
William F. Highberger, Dept. 10]*

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

PRELIMINARY APPROVAL HEARING

Date: ~~June 30~~ August 17, 2026

Time: ~~102:30~~ ap.m.

Dept: 10

Complaint filed: February 29, 2024

FAC filed: June 28, 2024

SAC filed: April 9, 2026

Trial date: None set

[PROPOSED] ORDER

The Court has before it Plaintiffs Eddie Lopez and Anthony Gonzalez’s (~~“Named~~ Plaintiffs”) Motion for Preliminary Approval of Class Action Settlement (the “Motion”). Having reviewed the Motion along with the accompanying papers, the ~~Joint~~ Stipulation of ~~First~~ ~~Amended~~ Class Action and PAGA Settlement and Release (~~which is referred to here as the~~ ~~“Settlement Agreement,” “Settlement” or “Agreement”~~), and good cause appearing, the Court hereby finds and **ORDERS** as follows:

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1. All ~~defined~~ terms used herein ~~which are~~ whether or not defined herein, shall be given their agreed-upon meaning as stated in the ~~Settlement~~ Agreement.

2. The Court finds on a preliminary basis that the ~~Settlement~~ Agreement ~~and Amendment thereto~~ appears to be fair, ~~just~~, adequate, and reasonable and therefore meets the requirements for preliminary approval. The Court grants preliminary approval of the Settlement ~~and Amendment thereto~~ and the Class Members (as defined below) based upon the terms set forth in the ~~Settlement~~ Agreement between Plaintiffs and Defendant Brio Water Technology, Inc. (~~“Defendant,”~~) ~~and together with Plaintiffs~~ (collectively, the “Parties”). A true and correct copy of the ~~Settlement~~ Agreement is attached to the Declaration of ~~Conor J.D. Gomez~~ Karen L. Wallace in Support of Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement (~~“Wallace Decl.”~~) as **Exhibit 1**.

3. The Settlement falls within the range of reasonableness of a settlement ~~which that~~ could ultimately be given final approval by this Court, and appears to be presumptively valid, subject only to any objections that may be raised at the Final Approval Hearing and final approval by this Court. The Court notes that Defendant has agreed to create a common fund of \$410,000.00 (the “Gross Settlement Amount”) to cover (a) ~~settlement~~ Individual Class Payments to Class Members who do not validly opt out (~~the~~ “Settlement Class Members”); (b) ~~the “PAGA Settlement Fund,” a \$41,000.00 payment to the State of California, Labor & Workforce Development Agency (“LWDA”) for its share of the Settlement~~ to settle claims for penalties under the Private Attorneys General Act (“PAGA”), Lab. Code § 2698, et seq., ~~with allocated~~ 75% of which (\$30,750.00) ~~being paid to the~~ Labor & Workforce Development

1 Agency (“LWDA”) (the “LWDA Payment”) and 25% (\$10,250.00) ~~being paid~~ to eligible
2 “PAGA Recipients,” ~~(the “PAGA Settlement Fund”)~~ defined as all persons who are employed
3 or have been employed by Defendant in the state of California as an hourly-paid or non-exempt
4 employee during the PAGA Period from April 25, 2023, through June 30, 2026; (c) a
5 ~~Representative Enhancement Award~~ payment of up to \$10,000.00 to each Plaintiff (\$20,000.00
6 total) for their efforts representing the Class during the Action ~~(the “Representative~~
7 ~~Enhancement Awards”)~~; (d) Class Counsel’s attorneys’ fees not to exceed one-third (1/3) of the
8 Gross Settlement Amount (\$136,666.67) ~~(the “Attorneys’ Fees”)~~, and Class Counsel’s up to
9 \$25,000.00 in costs for actual litigation expenses incurred ~~by Class Counsel in an amount not~~
10 to exceed \$25,000.00 ~~(the “Attorneys’ Costs”)~~; and (e) a payment to Apex Class Action
11 ~~Administration LLC~~ (the “Settlement Administrator”) ~~of up to an amount not to exceed~~
12 \$6,690.00 ~~(the “Settlement Administration Costs”)~~.

13 4. The Court preliminarily finds that the terms of the Settlement appear to be within
14 the range of possible approval, pursuant to California Code of Civil Procedure § 382 and
15 applicable law. The Court finds on a preliminary basis that: (1) the Gross Settlement Amount is
16 fair, ~~just,~~ reasonable, and adequate to the Class when balanced against the probable outcome of
17 further litigation relating to class certification, liability and damages issues, and potential
18 appeals; (2) significant informal discovery, investigation, research, and litigation have been
19 conducted such that counsel for the Parties at this time are able reasonably and intelligently to
20 ~~reasonably~~ evaluate their respective positions; (3) settlement at this time will avoid substantial
21 costs, delay, and risks that would be presented by the further ~~prosecution of the~~ litigation; and
22 (4) the proposed Settlement has been reached as the result of intensive, serious, adversarial and
23 non-collusive negotiations between the Parties with the assistance of a well-respected class
24 action mediator. Accordingly, the Court preliminarily finds that the ~~Settlement~~ Agreement was
25 entered into in good faith.

26 5. A Final ~~fairness Approval~~ Hearing on the question of whether the proposed
27 Settlement, including Attorneys’ Fees and Attorneys’ Costs, the PAGA ~~Penalties~~
28 ~~Payment Settlement Fund for its share of the settlement of claims for penalties under PAGA,~~

1 and the Representative Enhancement Awards should be finally approved as fair, ~~just,~~ reasonable
2 and adequate ~~as to the Class~~ is hereby set in accordance with the implementation schedule set
3 forth below.

4 6. For settlement purposes, the Court provisionally certifies the Class, defined as all
5 persons who ~~performed work for~~ are employed by Defendant, ~~or any of them,~~ in California as
6 an hourly-paid or non-exempt employee ~~at any time~~ during the Class Period, ~~including current~~
7 ~~and former employees~~ (the “Class Members”). ~~Any~~ Class Members who do not submit a timely
8 Request for Exclusion constitute the “Settlement Class” or “Settlement Class Member(s)”.

9 7. The Court finds, for settlement purposes only, that Class ~~Members~~ meets the
10 requirements for certification under California Code of Civil Procedure § 382 in that: (1) ~~the~~
11 Class Members are so numerous that joinder is impractical; (2) there are questions of law and
12 fact that are common, or of general interest, to all Class Members, ~~which and~~ predominate over
13 individual issues; (3) Plaintiffs’ claims are typical of Class Members’ ~~the claims of the Class~~
14 ~~Members~~; (4) Plaintiffs and Class Counsel will fairly and adequately protect the interests of the
15 Class ~~Members~~; and (5) a class action is superior to other available methods for the fair and
16 efficient adjudication of the controversy.

17 8. The Court appoints Plaintiffs as ~~Named Plaintiffs~~ Class Representatives, for
18 settlement purposes only, ~~Plaintiffs Eddie Lopez and Anthony Gonzalez.~~ The Court further
19 preliminarily approves Plaintiffs’ ~~ability to request~~ the for Representative Enhancement Awards
20 in an amount not to exceed \$10,000 each (\$20,000 total).

21 9. The Court appoints, for settlement purposes only, Benjamin H. Haber, Daniel J.
22 Kramer, Chase Stern, ~~Alan Wilcox, Lucy Nguyen and~~ Conor Gomez Karen L. Wallace of
23 Wilshire Law Firm, PLC as Class Counsel. The Court further preliminarily approves Class
24 Counsel’s ~~ability to request~~ the for Attorneys’ Fees in an amount not to exceed \$136,666.67
25 and Attorneys’ Costs in an amount not to exceed \$25,000.

26 10. The Court appoints Apex Class Action ~~Administration~~ LLC as the Settlement
27 Administrator ~~with and preliminarily approves the request for the~~ Settlement Administration
28 Costs ~~estimated in an amount~~ not to exceed \$6,690.00.

1 11. The Court approves, as to form and content, the ~~revised class~~ Notice of Class
2 Action Settlement and Hearing Date for Final Approval (“Class Notice”), at true and correct
3 copy of which is attached to the ~~supplemental Wallace Declaration as Exhibit 2~~ Declaration of
4 ~~Alan Wilcox (the “Class Notice”)~~. The Court finds on a preliminary basis that plan for
5 distribution of the Class Notice to Class Members satisfies due process, provides the best notice
6 practicable under the circumstances, and shall constitute due and sufficient notice to all persons
7 entitled thereto.

8 12. Neither the ~~Settlement~~ Agreement nor any exhibit, document, or instrument
9 delivered thereunder shall be construed as a concession or admission by Defendant in any way
10 that the claims asserted have any merit or that this Action was properly brought as a class or
11 representative action, and shall not be used as evidence of, or used against Defendant as, an
12 admission or indication in any way, including with respect to any claim of ~~any~~ liability,
13 wrongdoing, fault, or omission by Defendant or with respect to the truth of any allegation
14 asserted by any person. Whether or not the Settlement is finally approved, neither the
15 Agreement, nor any exhibit, document, statement, proceeding, or conduct related to the
16 Settlement or the Agreement, nor any reports or accounts thereof, shall in any event be construed
17 as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose
18 adverse to the Defendant, including, but not limited to, evidence of a presumption, concession,
19 indication or admission by Defendant of any liability, fault, wrongdoing, omission, concession,
20 or damage.

21 13. The Parties are ordered to carry out the Settlement according to the terms of the
22 ~~Settlement~~ Agreement.

23 14. Any Settlement Class Member may object to the Settlement ~~Agreement~~.

24 15. The Court orders the following implementation schedule:

25 Defendant to provide Class List to the	Within 30 business days after the Court
26 Settlement Administrator	grants Preliminary Approval of the
27	Settlement

Settlement Administrator to mail the Class Notice	Within 15 days after receipt of the Class List from the Defendant.
Response Deadline	45 days after Class Notice is mailed out by the Settlement Administrator. ~~15 days additional days~~ For any notices that were resent, <u>15 calendar days after remailing or after the Response Deadline, whichever is later.</u>
Deadline to file Motion for Final Approval, Request for Attorneys' Fees and Costs, and Representative Enhancement Awards	16 court days before hearing on Motion for Final Approval.
Final Approval Hearing	December 8, 2026, at 9:00 a.m., or first available date thereafter, in Department 10. The hearing may be continued to another date without further notice to the Class Members.

16. The Court further ORDERS that, pending further order of this Court, all proceedings in this lawsuit, except those contemplated herein and in the Settlement, are stayed.

17. _____

 _____.

IT IS SO ORDERED.

DATE:

Court

 Hon. William F. Highberger
~~Los Angeles County~~ Judge of the Superior

EXHIBIT 7



Margin Of Error Calculator

Use this calculator to determine the precision of your survey results. Enter key values from your survey below and we'll calculate the margin of error.

Calculate your Margin of Error

Population Size ?

Confidence Level ?



Sample Size ?

Calculate

Margin of
error

0.41%

Choose from millions of
respondents right now with
Consumer Panels

Get Responses



How accurate is your data?

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question at one time or another. This is a particular issue when dealing with results that are very close, or contentious, or challenging to the interests and assumptions of the people to whom the data is being presented.

This need to be able to qualify the likely accuracy of the answers that are being inferred from datasets led to statisticians creating standard measures of how accurate any given result is likely to be, and how confident we can be of that fact.



How is Margin of Error calculated?

Let's look at the numbers that are fed into it. Click on the highlighted areas below for more details:

$$\text{Margin of error} = \text{z-score} \times \sqrt{\left(\frac{p(1-p)}{n}\right)} \times \sqrt{\left(\frac{N-n}{N-1}\right)}$$

What the results mean

The two numbers, confidence level and margin of error, need to be considered together.

If you're trying to make decisions or predictions based on your survey data, basically you want to make sure that your numbers are different by more than the margin of error. If you've got a data set that's split 53-47 and the margin of error is 5%, then drawing a solid conclusion based on your data could be risky.

What to do when the answer is inside the margin of error

The only real way to reduce your margin of error is to increase your sample size. It may just be a matter of time, and that you need to run your survey for a longer period to collect more responses.