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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

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

Plaintiff,

v.

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

Defendants.

Class Case No.: 24STCV05176
Assigned to Hon. William F. Highberger,
Dept. 10

Complaint filed: February 29, 2024
FAC filed: June 28, 2024
SAC filed: April 9, 2026
Trial date: Not set

CLASS & REPRESENTATIVE ACTION

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

PRELIMINARY APPROVAL HEARING

Date: June 30, 2026
Time: 10:30 a.m.
Dept: 10

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

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

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

17 3. The Settlement falls within the range of reasonableness of a settlement which
18 could ultimately be given final approval by this Court, and appears to be presumptively valid,
19 subject only to any objections that may be raised at the final approval hearing and final approval
20 by this Court. The Court notes that Defendant has agreed to create a common fund of
21 \$410,000.00 (the “Gross Settlement Amount”) to cover (a) settlement payments to Class
22 Members who do not validly opt out (the “Settlement Class Members”); (b) a \$41,000.00
23 payment to the State of California, Labor & Workforce Development Agency (“LWDA”) for its
24 share of the Settlement of claims for penalties under the Private Attorneys General Act
25 (“PAGA”), with 75% of which (\$30,750.00) being paid to the LWDA (the “LWDA Payment”) and
26 25% (\$10,250.00) being paid to eligible “PAGA Recipients” (the “PAGA Settlement
27 Fund”); (c) a Representative Enhancement Award payment of up to \$10,000.00 to each Plaintiff
28 (\$20,000.00 total) (the “Representative Enhancement Awards”); (d) Class Counsel’s attorneys’

1 fees not to exceed one-third of the Gross Settlement Amount (\$136,666.67) (the “Attorneys’
2 Fees”), and up to \$25,000.00 in costs for actual litigation expenses incurred by Class Counsel
3 (the “Attorneys’ Costs”); and (e) a payment to Apex Class Action Administration (the
4 “Settlement Administrator”) of up to \$6,690.00 (the “Settlement Administration Costs”).

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

17 5. A final fairness hearing on the question of whether the proposed Settlement,
18 Attorney Fees and Attorney Costs, the PAGA Penalties Payment for its share of the settlement
19 of claims for penalties under PAGA, and the Representative Enhancement Awards should be
20 finally approved as fair, just, reasonable and adequate as to the Class is hereby set in accordance
21 with the implementation schedule set forth below.

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

27 7. The Court finds, for settlement purposes only, that the Class Members meet the
28 requirements for certification under California Code of Civil Procedure § 382 in that: (1) the

1 Class Members are so numerous that joinder is impractical; (2) there are questions of law and
2 fact that are common, or of general interest, to all Class Members, which predominate over
3 individual issues; (3) Plaintiffs' claims are typical of the claims of the Class Members; (4)
4 Plaintiffs and Class Counsel will fairly and adequately protect the interests of the Class
5 Members; and (5) a class action is superior to other available methods for the fair and efficient
6 adjudication of the controversy.

7 8. The Court appoints as Named Plaintiffs, for settlement purposes only, Plaintiffs
8 Eddie Lopez and Anthony Gonzalez. The Court further preliminarily approves Plaintiffs' ability
9 to request the Representative Enhancement Awards.

10 9. The Court appoints, for settlement purposes only, Benjamin H. Haber, Daniel J.
11 Kramer, Chase Stern, Alan Wilcox, and Conor Gomez of Wilshire Law Firm, PLC as "Class
12 Counsel". The Court further preliminarily approves Class Counsel's ability to request the
13 Attorneys' Fees and Attorneys' Costs.

14 10. The Court appoints Apex Class Action Administration as the Settlement
15 Administrator with the Settlement Administration Costs estimated not to exceed \$6,690.00.

16 11. The Court approves, as to form and content the class notice, attached to the
17 Settlement Agreement (the "Class Notice"). The Court finds on a preliminary basis that plan for
18 distribution of the Class Notice to Class Members satisfies due process, provides the best notice
19 practicable under the circumstances, and shall constitute due and sufficient notice to all persons
20 entitled thereto.

21 12. Neither the Settlement Agreement nor any exhibit, document, or instrument
22 delivered thereunder shall be construed as a concession or admission by Defendant in any way
23 that the claims asserted have any merit or that this Action was properly brought as a class or
24 representative action, and shall not be used as evidence of, or used against Defendant as an
25 admission or indication in any way, including with respect to any claim of any liability,
26 wrongdoing, fault or omission by Defendant or with respect to the truth of any allegation
27 asserted by any person. Whether or not the Settlement is finally approved, neither the
28 Agreement, nor any exhibit, document, statement, proceeding or conduct related to the

Settlement or Agreement, nor any reports or accounts thereof, shall in any event be construed as, offered or admitted in evidence as, received as or deemed to be evidence for any purpose adverse to the Defendant, including, but not limited to, evidence of a presumption, concession, indication or admission by Defendant of any liability, fault, wrongdoing, omission, concession or damage.

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

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

15. The Court orders the following implementation schedule:

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

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

3 17. _____
4 _____
5 _____
6 _____.

7 **IT IS SO ORDERED.**

8
9
10 DATE:

Hon. William F. Highberger
Sacramento County Superior Court