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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, 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 Honorable William F. Highberger, Dept. 10]

DECLARATION OF EDDIE LOPEZ IN SUPPORT OF PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

Final Approval Hearing:
Date: December 8, 2026
Time: 9:00 a.m.
Dept.: 10

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

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DECLARATION OF EDDIE LOPEZ

I, Eddie Lopez, declare as follows:

1. I am an adult resident of the State of California and a named plaintiff in this case. All the matters described in this declaration are within my personal knowledge, except those matters that are stated to be upon information and belief. As to such matters, I believe them to be true. If called as a witness in this action, I could and would testify truthfully to the matters described here.

2. This declaration is submitted in support of Plaintiffs' Motion for Final Approval of Class Action and PAGA Settlement.

3. I make this declaration entirely of my own free will and have not been pressured to make it or promised any benefit for doing so. Before signing this declaration, I was given the opportunity to review it, make changes, and verify the accuracy of its contents.

4. I am aware that a Representative Enhancement Award was requested on my behalf, but no one ever promised, and I did not expect, that I would receive one, or any other payment, in exchange for filing this lawsuit, serving as class representative, or supporting this Settlement. I also understand that whether the request for an Enhancement Award is granted, and in what amount, is entirely up to the Court.

5. As I attested previously, I am a former employee of Brio Water Technology, Inc. ("Defendant"). I worked for Defendant from approximately March 2023 to approximately January 2024 as an hourly-paid, non-exempt Cherry Picker Operator at Defendant's facility located at 768 Turnbull Canyon Road, City of Industry, California 91745. Throughout my employment, I was subject to all Defendant's policies and practices that have been alleged as unlawful in this action.

6. I initiated this lawsuit because I was concerned that I was not paid properly for all the hours that I worked and that I was not provided all meal and rest breaks to which I was entitled. I first contacted Wilshire Law Firm, PLC about my concerns on January 18, 2024. The original Class Action Complaint was filed approximately six weeks later, on February 29, 2024.

7. I hoped that I might be able to change Defendant's policies through this lawsuit to improve working conditions for all other hourly-paid, non-exempt employees in California ("Class

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Members"). I understood that it was my duty as a class representative to represent the best interests of all Class Members, not just my own.

8. I have invested personal time and energy into this lawsuit, which has now been pending for more than two years. As detailed below, I estimate that I have spent approximately 150 hours on this case. I did not keep a running log of my time while the case was ongoing, so I estimated the total hours by reviewing my phone call history, emails, text messages with my attorneys, and my calendar. I believe the estimates are reasonable, if not conservative. My best estimate of how that time was spent is as follows:

(a) Initial consultations with my attorneys between January 18, 2024, and February 29, 2024, when the Complaint was filed, including explaining my job duties as a Cherry Picker Operator, my work schedule, timekeeping, compensation, and meal and rest break practices: approximately 10 hours;

(b) Gathering and organizing documents, including my pay stubs, schedules, timekeeping records, and onboarding paperwork, for my attorneys to review: approximately 15 hours;

(c) Reviewing the Complaint, First Amended Complaint, and Second Amended Complaint before they were filed to confirm the facts were accurate: approximately 8 hours;

(d) Working with my attorneys on Defendant's motion to compel arbitration and Defendant's appeal from the order denying that motion, as described in paragraphs 9 and 10 below: approximately 30 hours;

(e) Assisting my attorneys with discovery, including the exchange of information before mediation, reviewing Defendant's records about my employment, and answering my attorneys' questions about them: approximately 10 hours;

(f) Preparing for the August 28, 2025 mediation with my attorneys: approximately 15 hours;

(g) Staying in contact with my attorneys throughout the full day of mediation: approximately 10 hours;

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(h) Reviewing the Class Action and PAGA Settlement Agreement and discussing its terms with my attorneys: approximately 10 hours; and

(i) Periodic telephone calls and emails with my attorneys for case updates over the life of the case: approximately 42 hours.

9. I made it a priority to be actively involved because I wanted to do everything I could to assist my attorneys and ensure the lawsuit was successful. Much of this time was spent on evenings and weekends, and some of it required me to take time away from work or my family.

10. Throughout this case, I spent a lot of time on the phone with my attorneys to get updates about the case and provide them with information. For example, during some of the phone calls, my attorneys and I were able to identify instances when I was not paid correctly, which I understand helped my attorneys evaluate the class-wide claims. Additionally, leading up to the mediation with Jill Sperber, Esq. on August 28, 2025, I had multiple lengthy phone calls with Wilshire Law Firm, PLC regarding the claims at issue and what was to expect at the mediation.

11. I also spent many hours searching for relevant documents for my attorneys' review, including my pay stubs, work schedules, text messages with supervisors, and the onboarding documents Defendant gave me. I continued to search for documents throughout the case, including when I first contacted my attorneys, before my attorneys filed the case, during the arbitration proceedings described below, and before my case was mediated. I also spent time reviewing relevant legal documents with my attorneys, including the Settlement Agreement, and we discussed the terms in detail.

12. On August 5, 2024, Defendant filed a motion asking the Court to force me to arbitrate my individual claims and to dismiss or stay my class claims. My attorneys explained to me that if Defendant won, I could only pursue my own claims in a private arbitration, I would no longer be able to represent other Class Members, and the Class claims might never be resolved for anyone. Though it likely would have been easier for me to accept Defendant's argument and resolve only my own claims, I worked with my attorneys to oppose the motion, including by reviewing Defendant's motion and the arbitration agreement Defendant said I signed, searching

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for and providing my onboarding and hiring documents, answering my attorneys' detailed questions about the circumstances of my hiring, and reviewing and signing a declaration in support of the opposition. On January 17, 2025, the Court denied Defendant's motion.

13. On March 14, 2025, Defendant filed a notice of appeal from the Court's order denying the motion to compel arbitration to the California Court of Appeal, Second Appellate District, Case No. B344946. My attorneys explained that the appeal could take a year or more to decide, that it could delay and/or stay the case in this Court while it was pending, and that, if Defendant won the appeal, I could still be forced into individual arbitration and lose the ability to represent the Class. They also explained that, if Defendant won the appeal, I could be ordered to pay Defendant's costs. By that point, I had already been involved in this case for approximately fourteen months, and the appeal meant the case could go on for years longer, with more of my time required and no guarantee of any recovery for me or the Class. Knowing all of this, I chose to continue to pursue claims on behalf of all Class Members and authorized my attorneys to oppose the appeal, if necessary. I believe it was the right decision and that my willingness to stay in the case through the arbitration motion and the appeal, rather than give up or accept an individual resolution, helped my attorneys obtain this class-wide Settlement.

14. On August 28, 2025, I also made myself fully available for the mediation, which lasted approximately 10 hours from start to finish, and was in continuous contact with my attorneys to answer any questions or help to resolve issues.

15. I believe the Settlement is fair, adequate, and reasonable, as my attorneys have explained that standard to me, and I respectfully request that the Court approve it. I am glad that I had the opportunity to represent the Class in this lawsuit and that I was able to recover money through a class-wide Settlement.

16. I did not make the decision to file a class action lightly. I was aware that court filings are public documents and that a class action might attract unwanted attention. Because my name appears in the title of this case, anyone searching court records or the internet for my name may find it. My name was also published in the Notice of Settlement mailed to every Class Member, some of whom I know personally. I am mindful that prospective employers might find out that I

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sued a former employer, which may affect the hiring decisions of prospective employers and hurt my future job prospects. Despite the risks to my professional reputation and future earnings, I felt that this case was important enough to go forward.

17. I also understand that there was financial risk in bringing this lawsuit. For example, I knew that if I did not prevail in this lawsuit, I could be ordered to pay Defendant's litigation costs and that, in some circumstances, an employee can be ordered to pay an employer's attorneys' fees. Defendant's arbitration motion and appeal not only made the case longer and more expensive, but also increased the financial risk to me. The amounts at stake would have been significant for me personally.

18. My attorneys explained that my individual share of the Settlement as a Class Member, separate from any service award, is meant to reflect only my own alleged unpaid wages and penalties based on the number of Workweeks I worked during the relevant time period. It does not account for the approximately 150 hours I devoted to this case on behalf of the entire Class, the more than two years I have been involved in this litigation, the risks I accepted, or the broader release I am giving, as described below.

19. I understand that the Agreement provides for an Enhancement Award to me of up to $10,000.00, in acknowledgement of my efforts on behalf of the class and the greater release of claims. I believe this amount is fair compensation for my time and effort on this case, for helping to prosecute this case (including through Defendant's arbitration motion and appeal) and the risks with respect to my future employment. In addition, the Settlement requires that I enter into a general release, which I understand is broader than the release that will bind other Class Members. My attorneys explained to me that, unlike other Class Members, I am releasing all claims of any kind I may have against Defendant, whether known or unknown, including claims that have nothing to do with wages or breaks and that I waive the protections of California Civil Code section 1542. I am not receiving any additional compensation. For these reasons, I respectfully ask the Court to approve the full Representative Enhancement Award of $10,000.00.

20. I have no conflicts of interest with any Class Member or the Administrator, Apex Class Action, LLC.

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21. I am not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

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

Executed on 11/6/2026, at El Monte, California.

Signed by:
F81589D9EA7E460...

Eddie Lopez