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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.

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: August 17, 2026

Time: 2:30 p.m.

Dept: 10

Complaint filed: February 29, 2024

FAC filed: June 28, 2024

SAC filed: April 9, 2026

Trial date: None set

1 **[PROPOSED] ORDER**

2 The Court has before it Plaintiffs Eddie Lopez and Anthony Gonzalez’s (“Plaintiffs”)
3 Motion for Preliminary Approval of Class Action Settlement (the “Motion”). Having reviewed
4 the Motion along with the accompanying papers, the Stipulation of First Amended Class Action
5 and PAGA Settlement and Release (“Agreement”), and good cause appearing, the Court hereby
6 finds and **ORDERS** as follows:

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

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

16 3. The Settlement falls within the range of reasonableness of a settlement that could
17 ultimately be given final approval by this Court and appears to be presumptively valid, subject
18 only to any objections that may be raised at the Final Approval Hearing and final approval by
19 this Court. The Court notes that Defendant has agreed to create a common fund of \$410,000.00
20 (the “Gross Settlement Amount”) to cover (a) Individual Class Payments to Class Members who
21 do not validly opt out (“Settlement Class Members”); (b) the “PAGA Settlement Fund,” a
22 \$41,000.00 to settle claims for penalties under the Private Attorneys General Act (“PAGA”),
23 Lab. Code § 2698, *et seq.*, allocated 75% (\$30,750.00) to the Labor & Workforce Development
24 Agency (“LWDA”) (the “LWDA Payment”) and 25% (\$10,250.00) to eligible “PAGA
25 Recipients,” defined as all persons who are employed or have been employed by Defendant in
26 the state of California as an hourly-paid or non-exempt employee during the PAGA Period from
27 April 25, 2023, through June 30, 2026; (c) a payment of up to \$10,000.00 to each Plaintiff
28 (\$20,000.00 total) for their efforts representing the Class during the Action (“Representative

Enhancement Awards”); (d) Class Counsel’s attorneys’ fees not to exceed one-third (1/3) of the Gross Settlement Amount (\$136,666.67) (“Attorneys’ Fees”), and Class Counsel’s costs for actual litigation expenses incurred in an amount not to exceed \$25,000.00 (“Attorneys’ Costs”); and (e) a payment to Apex Class Action LLC (“Settlement Administrator”) in an amount not to exceed \$6,690.00 (“Settlement Administration Costs”).

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

5. A Final Approval Hearing on the question of whether the proposed Settlement, including Attorneys’ Fees and Attorneys’ Costs, the PAGA Settlement Fund, and the Representative Enhancement Awards should be finally approved as fair, reasonable and adequate is hereby set in accordance with the implementation schedule set forth below.

6. For settlement purposes, the Court provisionally certifies the Class, defined as all persons who are employed by Defendant in California as an hourly-paid or non-exempt employee during the Class Period (“Class Members”). Class Members who do not submit a timely Request for Exclusion constitute the “Settlement Class” or “Settlement Class Member(s)”.

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

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

6 8. The Court appoints Plaintiffs as Class Representatives, for settlement purposes
7 only. The Court further preliminarily approves Plaintiffs' request for Representative
8 Enhancement Awards in an amount not to exceed \$10,000 each (\$20,000 total).

9 9. The Court appoints, for settlement purposes only, Benjamin H. Haber, Daniel J.
10 Kramer, Chase Stern, and Karen L. Wallace of Wilshire Law Firm, PLC as Class Counsel. The
11 Court further preliminarily approves Class Counsel's requests for Attorneys' Fees in an amount
12 not to exceed \$136,666.67 and Attorneys' Costs in an amount not to exceed \$25,000.

13 10. The Court appoints Apex Class Action LLC as the Settlement Administrator and
14 preliminarily approves the request for Settlement Administration Costs in an amount not to
15 exceed \$6,690.00.

16 11. The Court approves, as to form and content, the Notice of Class Action Settlement
17 and Hearing Date for Final Approval ("Class Notice"), at true and correct copy of which is
18 attached to the Wallace Declaration as **Exhibit 2**. The Court finds on a preliminary basis that
19 plan for distribution of the Class Notice to Class Members satisfies due process, provides the
20 best notice practicable under the circumstances, and shall constitute due and sufficient notice to
21 all persons entitled thereto.

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

exhibit, document, statement, proceeding, or conduct related to the Settlement or the 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 Agreement.

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

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 For any notices that were resent, 15 days calendar days after re-mailing or after the Response Deadline, whichever is later
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
Judge of the Superior Court