JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLMEMENT AND RELEASE

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

This Settlement 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, subject to paragraph 91.

7. "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.

8. "Class Member" or "Class Members" means all persons who are employed or have been employed by Defendant in the State of California as a hourly-paid or non-exempt employee during the Class Period.

9. "PAGA Recipient" or "PAGA Recipients" means all persons who are employed or have been employed by Defendant in the state of California as a hourly-paid or non-exempt employee during the PAGA Period.

10. 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. "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. "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. "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. "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. "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. "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 [$_____].

C. ADDITIONAL DEFINITIONS

17. "Settlement Agreement," "Settlement" or "Agreement" means this Joint Stipulation of Settlement of Class Action and PAGA Settlement and Release.

18. "Class Action Settlement" means all claims brought by Named Plaintiff in the

Action, with the exception of Named Plaintiffs' claim for civil penalties brought under the Private Attorneys General Act ("PAGA").

19. "PAGA Claim Settlement" means the settlement of Named Plaintiffs' claim for civil penalties brought under PAGA.

20. "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. "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. "Class Notice" means the form of notice (in English and Spanish) that will be sent to each Class Member accompanying their Individual Settlement Payment and, if eligible, their Individual PAGA Payment, which shall be drafted and agreed upon by the Parties.

23. "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. "Net Settlement Amount" or "NSA" means the Gross Settlement Amount minus (a) the Aggrieved Employee 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. "LWDA Payment" means seventy-five percent (75%) of the PAGA Settlement Fund. The LWDA Payment will be issued to the LWDA.

26. "Aggrieved Employee 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 Settlement Fund.

27. "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. "Individual PAGA Payment" means the portion of the Aggrieved Employee 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. "Total Class Period Workweeks" means the sum of all workweeks worked by all Settlement Class Members as a non-exempt hourly employee in California during the Class Period.

30. "Class Period Workweek Value" means the quotient of the Net Settlement Fund divided by the Total Class Period Workweeks.

31. "Total PAGA Period Workweeks" means the sum of all workweeks worked by all PAGA Recipients as a non-exempt hourly employee in California during the PAGA Period.

32. "PAGA Period Workweek Value" means the quotient of the PAGA Settlement Fund divided by the Total PAGA Workweeks.

33. "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. "Defense Counsel" means Jon G. Miller and P. Dustin Bodaghi of Littler Mendelson, P.C.

35. "Class Counsel" means, collectively: Benjamin H. Haber, Chase M. Stern, Daniel J. Kramer, and Alan Wilcox of Wilshire Law Firm, PLC.

36. "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. "Settlement Approval" means the settlement approval order and judgment that will be entered by the Court.

38. "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. Named Plaintiffs' employment with Defendant has ended.

40. 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. On or around March 26, 2024, Named Plaintiff Eddie Lopez sent written notice to

the Labor and Workforce Development Agency ("LWDA") of his intent to pursue civil penalties against Defendant under the Private Attorneys' General Act ("PAGA").

42. 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. 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. 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. 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 class 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 a 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. 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. "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. "Released Claims" means all causes of action and claims, charges, complaints, liens, and/or demands, that were alleged in the Action or reasonably could have been alleged or pled based on the allegations and facts contained in the Action, 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. "Released PAGA Claims" means all claims for civil penalties under PAGA that were alleged in the Action or reasonably could have been alleged or pled based on the allegations and facts contained in the Action, 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. Release by Settlement Class Members. Upon the Effective Date, 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. Release by PAGA Recipients. Upon the Effective Date, 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. 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. Defendant will deposit the GSA into the Settlement Fund Account no later than the Funding Date.

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

57. 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. As soon as practicable after the execution of this Settlement Agreement, Named Plaintiffs will move the Court for entry of the Preliminary Approval Order. Class Counsel will be primarily responsible for drafting all documents necessary to obtain the Preliminary Approval Order and shall provide drafts of such documents for review and approval by Defense Counsel prior to the filing of same. 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 order from the Court that:

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

b. Appoints Class Counsel as counsel for the class 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. LWDA Notice. Pursuant to California Labor Code § 2699(l)(2), Named Plaintiffs will provide a copy of this Settlement Agreement to the LWDA concurrently with the filing of the Preliminary Approval Motion. 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(l)(2). 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 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. 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. 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, 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. 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. 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.

64. 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. 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.

65. 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. 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, 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 postmarked after the Response Deadline.

67. Defendant's records will be presumed determinative. The Settlement Administrator must provide copies of all challenges to Class Counsel and Defense Counsel 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. If the Administrator, Defendant'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 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. 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 settlement ("Request for Exclusion") to the Settlement Administrator, 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. 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. 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 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 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. Fairness Hearing. Any Settlement Class Member may appear at the Fairness 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. 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. 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. Class Counsel and Defense Counsel may file a memorandum addressing any objections submitted by Class Members.

O. DISPURSEMENT OF GROSS SETTLEMENT AMOUNT

76. 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 Member or PAGA Recipient.

77. 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. 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. 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. 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. 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. 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 a 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 a non-exempt hourly employee in California during the Class Period.

83. 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 a 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 a non-exempt hourly employee in California during the PAGA Period.

P. TAX PROVISIONS

84. 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. 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. 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. 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. 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 adviser to any other Party to avoid any tax penalty that may be imposed on the Acknowledging Party; and (3) no attorney or adviser 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. 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. 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. 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.

S. MISCELLENOUS PROVISION

92. 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. 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. 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. 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. 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. 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. 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. 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. 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. 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. 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. 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. 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. 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. 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. 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. 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: 02/25/2026

Named Plaintiff Eddie Lopez

By Eddie Lopez (Feb 25, 2026 13:33:54 PST)
Eddie Lopez

Dated: _____

Named Plaintiff Anthony Gonzalez

By _____
Anthony Gonzalez

Dated: _____

Defendant Brio Water Technology, Inc.

By _____
Name:
Title:

APPROVED AS TO FORM:

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It is hereby agreed.

Dated: _____

Named Plaintiff Eddie Lopez

By_____
Eddie Lopez

Dated: 02/23/26

Named Plaintiff Anthony Gonzalez

By Anthony Gonzales (Feb 23, 2026 13:33:29 PST)
Anthony Gonzalez

Dated: _____

Defendant Brio Water Technology, Inc.

By_____
Name:
Title:

APPROVED AS TO FORM:

Dated: 02/25/2026

WILSHIRE LAW FIRM

By _____

Benjamin H. Haber
Chase M. Stern
Daniel J. Kramer
Alan Wilcox
Attorneys for Named Plaintiffs, on behalf of themsleves 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.

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It is hereby agreed.

Dated: _____

Named Plaintiff Eddie Lopez

By_____
Eddie Lopez

Dated: _____

Named Plaintiff Anthony Gonzalez

By_____
Anthony Gonzalez

Dated: February 19, 2026

Defendant Brio Water Technology, Inc.

By_____
Name: Jeffrey M. Hegedich
Title: Vice President of Human Resources

APPROVED AS TO FORM:

Dated: _____

WILSHIRE LAW FIRM

By_____
Benjamin H. Haber
Chase M. Stern
Daniel J. Kramer
Alan Wilcox
Attorneys for Named Plaintiffs, on behalf of themsleves and all others similarly situated

APPROVED AS TO FORM

Dated: February 19, 2026

LITTLER MENDELSON, P.C.

By_____
Jon G. Miller
P. Dustin Bodaghi
Attorneys for Defendant Brio Water Technology, Inc.