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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 Honorable William F. Highberger, Dept. 10]

[PROPOSED] JUDGMENT AND ORDER GRANTING 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

[PROPOSED] ORDER

Plaintiffs Eddie Lopez's and Anthony Gonzalez's ("Plaintiffs") Motion for Final Approval of Class Action and PAGA Settlement came before this Court on December 8, 2026, at 9:00 a.m., in Department 10 of the above-captioned court. Plaintiffs now seek an order granting final approval of the Stipulation of First Amended Class Action and PAGA Settlement and Release (referred to herein as "Settlement Agreement") between Plaintiffs and Defendant Brio Water Technology, Inc. ("Defendant") (collectively, the "Parties"), a copy of which is attached as **Exhibit 2** to the Declaration of Karen L. Wallace in Support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement, filed August 10, 2026.

On August 17, 2026, this Court entered an Order Granting Preliminary Approval of Class Action Settlement and PAGA Settlement ("Preliminary Approval Order") resulting in certification of a conditional Settlement Class defined as all persons who are employed by Defendant in California as an hourly-paid or non-exempt employee during the Class Period, from February 29, 2020, through June 30, 2026 ("Class Members").

In accordance with the Preliminary Approval Order, Class Members have been given notice of the terms of the Settlement, the opportunity to comment on or object to it or to exclude themselves from its provisions, and the date, time and location of the Final Approval Hearing.

Having received and considered the Settlement Agreement, the supporting papers filed by the Parties, and the evidence and argument in conjunction with the Motion for Preliminary Approval granted on August 17, 2026, and the instant Motion for Final Approval and supporting papers, as well as oral argument presented to the Court, the Court grants final approval of the Settlement and hereby ORDERS S, ADJUDGES, AND DECREES as follows:

1. This Court has jurisdiction over the subject matter of the action and over the Parties, including all Settlement Class Members.

2. The Court finds that the Settlement Class is properly certified as a class for settlement purposes only.

3. The Court appoints Plaintiffs Eddie Lopez and Anthony Gonzalez as Class Representatives for settlement purposes only.

4. The Court appoints Benjamin H. Haber, Daniel J. Kramer, Chase Stern, and Karen L. Wallace of Wilshire Law Firm, PLC as Class Counsel for settlement purposes only.

5. Pursuant to the Preliminary Approval Order, Class Notice was sent to each Class Member by first-class mail. These papers informed Class Members of the terms of the Settlement, their right to receive a settlement share, their right to comment on or object to the Settlement or to opt out of the Settlement and pursue their own remedies, and their right to appear in person or by counsel at the Final Approval Hearing and be heard regarding approval of the Settlement. Adequate periods of time were provided by each of these procedures.

6. One Class Member requested exclusion from the Settlement.

7. No Class Member objected to the Settlement.

8. The Court finds and determines that this notice procedure afforded adequate protections to Class Members and provides the basis for the Court to make an informed decision regarding approval of the Settlement based on the responses of Class Members. The Court finds and determines that the notice provided in this case was the best notice practicable, which satisfied the requirements of law and due process.

9. The Court finds the Settlement was entered into in good faith, that the Settlement is fair, adequate, and reasonable, and that the Settlement satisfies the standards and applicable requirements for final approval of this Settlement under California law, including the provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule 3.769.

10. Settlement Class Members who have not opted out ("Participating Class Members") will be bound by the Settlement, except PAGA Recipients will release the PAGA claims released in the Settlement and will receive a portion of the amount set aside for their share of the PAGA Penalties to settle all PACA claims, regardless of whether they opt out of the class action portion of the Settlement.

11. The Court finds that Plaintiffs notified the Labor and Workforce Development Agency ("LWDA") of the Settlement in accordance with the notice requirements of California Labor Code § 2699(s).

12. No later than thirty (30) calendar days after the Effective Date, as defined in the

Settlement Agreement, Defendant will transfer the Gross Settlement Amount of $410,000.00 to the Settlement Administrator.

13. Within fifteen (15) calendar days after Defendant fully funds the GSA and the Effective Date has passed, the Settlement Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA Payment, the Settlement Administration Costs, the Attorney's Fees and Attorney's Costs, and the Representative Enhancement Awards. In no event shall disbursement of Attorney Fees and Costs, Representative Enhancement Awards, and Settlement Administration Costs precede disbursement of the Individual Class Payments and Individual PAGA Payments.

14. The "Effective Date" is defined as 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 Agreement from becoming final and binding.

15. In addition to any recovery Plaintiffs may receive under the Settlement, and in recognition of Plaintiffs' efforts on behalf of the Settlement Class, the Court hereby approves payment from the Gross Settlement Amount of Representative Enhancement Awards in the amount of $10,000.00 to Plaintiff Eddie Lopez and in the amount of $7,500.00 to Anthony Gonzalez ($17,500.00 total).

16. The Court approves payment from the Gross Settlement Amount for PAGA civil penalties in the amount of $41,000.00 with the LWDA to receive 75% ($30,750.00), and the

remaining 25% ($10,250.00) to be distributed to PAGA Recipients, 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 PAGA Period, from April 25, 2023, through June 30, 2026. The Court finds and determines that such payment is fair, reasonable, and appropriate.

17. The Court approves payment from the Gross Settlement Amount for Attorneys' Fees in the amount of $136,666.67 and Attorneys' Costs in the amount of $25,000.00. Both are reasonable amounts. The reasonableness of the fee award is determined based on a reasonable percentage of the common fund obtained for the Class. The Court also has considered Class Counsel's "lodestar amount." Awarding fees on a percentage basis encourages efficient litigation practices and reflects the actual benefit obtained for the Class.

18. The Court approves payment from the Gross Settlement Amount for settlement administration services in the amount of $6,690.00 to the Settlement Administrator, Apex Class Action, LLC.

19. Individual Class Payment and Individual PAGA Payment checks will be valid for 180 days after mailing by the Settlement Administrator. If a Class Member fails to cash his or her check within 180 days after it is mailed, the Settlement Administrator will distribute the funds represented by the check to the California State Controller's Office, Unclaimed Property Division, in the name of the Settlement Class Member or PAGA Recipient.

20. Effective on the date when Defendant fully funds the Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs and Class Members will release claims against all Released Parties as follows:

(a) 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."

(b) 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."

21. "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.

22. The Parties and the Settlement Administrator are hereby ordered to comply with the terms of the Settlement as set forth in the Stipulation.

23. The Parties shall bear his, its, or their own respective attorneys' fees and costs except as otherwise provided in the Settlement and this Judgment and Order.

24. Without affecting the finality of this order in any way, pursuant to California Code of Civil Procedure section 664.6 the Court retains jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation, and enforcement of this order and the Settlement.

25. The Court hereby enters final judgment in accordance with the terms of the Settlement, the Preliminary Approval Order, and this Order Granting Plaintiffs' Motion for Final Approval of Class Action and PAGA Settlement, subject to the Court's retention of continuing jurisdiction over the Action and the Settlement, including jurisdiction pursuant to California Rule of Court 3.769(h), solely for purposes of (a) enforcing the Settlement Agreement, (b) addressing

settlement administration matters, and (c) addressing such post-Judgment matters as may be appropriate under court rules or applicable law.

26. A final Compliance Hearing is set for _____, at _____a.m./p.m. or a date and time soon thereafter more convenient for the Court: _____, at _____ a.m./p.m., in Department 10 of the above-captioned court.

27. A final report from the Settlement Administrator confirming that disbursements were made pursuant to the Settlement Agreement Agreement shall be filed no later than 15 days prior to the Settlement Compliance Hearing. If the Court is satisfied that the Settlement funds have been fully distributed, no appearance will be required at the Compliance Hearing.

IT IS SO ORDERED.

Dated: _____

_____
HONORABLE WILLIAM F. HIGHBERGER
JUDGE OF THE SUPERIOR COURT