STIPULATION OF FIRST AMENDED CLASS ACTION AND PAGA SETTLMEMENT AND RELEASE

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

This First Amended Settlement Agreement ("Agreement") sets forth the terms upon which the Parties have agreed to settle the Action. All definitions below apply throughout this Agreement.

A. PARTIES AND SCOPE

1. "Plaintiffs" means Eddie Lopez and Anthony Gonzalez.

2. "Defendant" means Brio Water Technology, Inc.

3. "The Parties" means 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 Plaintiffs in the Action.

6. "Class Period" means the period from February 29, 2020, through June 30, 2026.

7. "PAGA" means the Private Attorneys General Act, Lab. Code § 2698, *et seq*.

8. "PAGA Notice" means Plaintiff Lopez's March 26, 2024 letter to Defendant and the Labor and Workforce Development Agency ("LWDA") providing notice pursuant to Labor Code section 2699.3, subd.(a).

9. "PAGA Period" means the period from April 25, 2023, through June 30, 2026.

10. "Class Member(s)" means 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 Class Period.

11. "PAGA Recipient(s)" means 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.

12. "Settlement Class'" or "Settlement Class Members" means all Class Members who do not submit a timely Request for Exclusion.

B. ESSENTIAL MONETARY TERMS

13. "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.

14. "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.

15. "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.

16. "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.

17. "Representative Enhancement Awards" means such compensation as the Court may award to 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 Plaintiffs.

18. "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, in an amount not to exceed $6,690.

C. ADDITIONAL DEFINITIONS

19. "Settlement" or "Agreement" means this First Amended Stipulation of Settlement of Class Action and PAGA Settlement and Release.

20. "Class Action Settlement" means all claims brought by Plaintiffs in the Action, with the exception of Plaintiffs' claim for civil penalties brought under PAGA.

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

22. "Court" means the Los Angeles County Superior Court.

23. "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.

24. "Class Notice" means the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval (in English and Spanish) that will be sent to each Class Member accompanying their Individual Class Payment and, if eligible, their Individual PAGA Payment, which shall be drafted and agreed upon by the Parties.

25. "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.

26. "Net Settlement Amount" or "NSA" means the Gross Settlement Amount minus (a) the PAGA Recipient 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 Plaintiffs, and (f) the Settlement Administration Costs.

27. "LWDA Payment" means seventy-five percent (75%) of the PAGA Settlement Fund. The LWDA Payment will be issued to the LWDA.

28. "PAGA Recipient Settlement Fund" means twenty-five percent (25%) of the PAGA Settlement Fund. Individual PAGA Payments will be made to the PAGA Recipients from the PAGA Recipient Settlement Fund.

29. "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.

30. "Individual PAGA Payment" means the portion of the PAGA Recipient 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.

31. "Total Class Period Workweeks" means the sum of all workweeks worked by all Settlement Class Members as an hourly-paid or non-exempt employee in California during the Class Period.

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

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

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

35. "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.

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

37. "Class Counsel" means, collectively: Benjamin H. Haber, Chase M. Stern, Daniel J. Kramer, and Karen L. Wallace of Wilshire Law Firm, PLC.

38. "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.

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

40. "Settlement Fund Account" means the bank account established by the Settlement Administrator in accordance with the terms of this Agreement, from which all monies payable under the terms of this Agreement shall be paid, as set forth herein.

D. RECITALS

41. Plaintiffs' employment with Defendant has ended.

42. On or around February 29, 2024, Plaintiff 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.

43. Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiffs gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.

44. On or around June 28, 2024, Plaintiff Lopez filed his operative First Amended Complaint ("FAC") alleging an additional claim for civil penalties under PAGA.

45. In consideration of the promises and warranties set forth in this Agreement, and intending to be legally bound and acknowledging the sufficiency of the consideration and undertakings set forth herein, Plaintiffs, individually on behalf of themselves and on behalf of 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 Agreement.

46. This Agreement is entered into without any admission of liability and Defendant expressly denies any wrongdoing or liability to Plaintiffs, Class Members, PAGA Recipients, and the LWDA.

E. STIPULATION TO CONDITIONAL CLASS CERTIFICATION

47. Solely for the purposes of this Settlement, the Parties stipulate and agree that the Court must conditionally certify the Settlement Class, Sec. A(10), *supra*, 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 Class Period.

48. Should this Agreement not become effective for any reason, the fact that the Parties stipulated to certification of a Settlement Class 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

49. "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.

50. "Released Claims" means all causes of action and claims, charges, complaints, liens, and/or demands arising during the Class Period that were alleged or reasonably could have been alleged or pled based on the allegations and facts contained in the Complaint, 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 Plaintiffs or Class Members and (F) all claims that Plaintiffs or 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 Agreement.

51. "Released PAGA Claims" means all claims for civil penalties under PAGA arising during the PAGA Period that were alleged or reasonably could have been alleged or pled based on the allegations and facts contained in the Complaint and/or the PAGA Notice, including but not limited to 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 Plaintiffs or PAGA Recipients; and (F) all claims that Plaintiffs or 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 Agreement.

52. 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. .

53. 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.

54. General Release by Plaintiffs. In addition to the Released Claims discussed above, as of the Effective Date, 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 Plaintiffs' employment with Defendant or any of the Released Parties; (ii) any and all claims relating to or arising from 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").

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

55. Defendant will deposit the GSA into the Settlement Fund Account no later than the Funding Date.

56. "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.

57. "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

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

59. 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.

60. As soon as practicable after the execution of this Agreement, Plaintiffs will move the Court for Preliminary Approval of the Settlement. Class Counsel will be primarily responsible for drafting all documents necessary to obtain a Preliminary Approval Order and shall provide drafts of such documents for review and approval by Defense Counsel prior to filing the motion. Defendant will not oppose Plaintiffs' Motion for Preliminary Approval unless the motion is inconsistent with the terms set forth in this Agreement. Plaintiffs' Motion for Preliminary Approval will request an Order from the Court that:

a. Conditionally certifies a Settlement Class of 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 Class Period;

b. Appoints Class Counsel as counsel for the Settlement Class;

c. Preliminarily approves the Settlement 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 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 Agreement not become effective for any reason, the fact that the Parties stipulated to certification of a Settlement Class 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.

61. LWDA Notice. Pursuant to California Labor Code § 2699(l)(2), Plaintiffs will provide a copy of this Agreement to the LWDA concurrently with the filing of the Motion for Preliminary Approval. Class Counsel will also file a declaration in support of Plaintiffs' Motion confirming that Class Counsel has submitted the Agreement to the LWDA. 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 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

62. 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 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, 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 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.

63. 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 in the form of a Microsoft Excel spreadsheet, 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.

64. 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.

65. 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 Plaintiffs' class action, among other things.

66. 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. Not later than 3 business days after receipt of any Class Notice returned as undeliverable, without a forwarding address, the Settlement Administrator will perform a single skip-trace search to obtain an updated address, and 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.

67. Website, Email Address, and Toll-Free Number. The Settlement Administrator will establish, maintain, and use a website to post information of interest to Class Members including the date, time, and location for the Final Approval Hearing and copies of the Agreement, Motion for Preliminary Approval, the Preliminary Approval Order, the Class Notice, the Motion for Final Approval, the Final Approval Order, and the Judgment. The Settlement Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes, and emails.

68. 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 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

69. 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, submitted and/or 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 submitted and/or postmarked after the Response Deadline.

70. In the absence of any contrary documentation, Defendant's records will be presumed determinative. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges to the number of Workweeks. The Administrator's determination of allocations of Workweeks is final and not appealable or otherwise susceptible to challenge. The Settlement Administrator shall provide to Class Counsel and Defense Counsel copies of all challenges to calculation of Workweeks and the Administrator's determination of the challenges.

71. If the Settlement Administrator, Defense 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 Settlement 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, whichever are later.

K. OPT-OUT PROCEDURE

72. Class Members may exclude themselves from and opt out of the settlement of Plaintiffs' class action claims by submitting a written request to be excluded from the class action portions of the Settlement ("Request for Exclusion") to the Settlement Administrator, by fax, email, or mail 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.

73. 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

74. 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 sent by fax, email, or mail 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 Final Approval 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.

75. Final Approval Hearing. Any Settlement Class Member may appear at the Final Approval 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 Agreement or the Settlement.

M. NO RIGHT TO OBJECT OR OPT OUT OF PAGA CLAIM SETTLEMENT

76. 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, 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

77. 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.

78. Class Counsel and Defense Counsel may file a memorandum addressing any objections submitted by Class Members.

O. DISPURSEMENT OF GROSS SETTLEMENT AMOUNT

79. 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 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 Plaintiffs and/or and Settlement Class Members or PAGA Recipients. In no event shall disbursement of Attorney Fees and Costs, Class Representative Enhancement Awards, and Settlement Administration Costs precede disbursement of the Individual Class Payments and Individual PAGA Payments.

80. 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 Plaintiffs.

81. 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.

82. 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.

83. 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.

84. 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.

85. 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 an hourly-paid or non-exempt 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 an hourly-paid or non-exempt employee in California during the Class Period.

86. 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 an hourly-paid or non-exempt 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 an hourly-paid or non-exempt employee in California during the PAGA Period.

P. TAX PROVISIONS

87. 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.

88. 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.

89. Administration of Taxes. The Settlement Administrator will be responsible for issuing to 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.

90. 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.

91. 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, Plaintiffs, and Class Counsel make no representation as to the tax treatment or legal effect of the payments called for hereunder, and 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. 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

92. 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.

93. 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

94. In the event that the total number of workweeks worked by all Class Members during the Class Period exceeds 12,162, Defendant will increase the Gross Settlement Amount by multiplying the Class Period Workweek Value by the number of Total Class Period Workweeks that exceed 12,162 ("Escalator Dollar Amount").

S. MISCELLENOUS PROVISION

95. No Effect on Employee Benefits. Amounts paid to Plaintiffs, Settlement Class Members and PAGA Recipients pursuant to this Agreement do not count as earnings or compensation for purposes of any benefits (e.g., 401(k) plans or retirement plans) sponsored by Defendant.

96. 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.

97. Exhibits Incorporated by Reference. The terms of this 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 Agreement are an integral part of the Settlement.

98. Entire Agreement. This 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 Agreement or its Exhibits other than the representations, warranties and covenants contained and memorialized in the Agreement and its Exhibits.

99. Amendment or Modification. This Agreement may be amended or modified only by a formal written instrument signed by counsel for all Parties or their successors-in-interest.

100. 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 and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms. The person or persons signing this Agreement on behalf of Defendant represent and warrant that he/she/they are authorized to sign this Agreement on behalf of Defendant. Plaintiffs represent and warrant that they are authorized to sign this Agreement and that they have not assigned any claim covered by this Settlement to a third party.

101. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Agreement, and further intend that this 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.

102. Binding on Successors and Assigns. This Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

103. California Law Governs. All terms of this Agreement and Exhibits hereto will be governed by and interpreted according to the laws of the State of California.

104. Execution and Counterparts. This 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.

105. 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.

106. 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.

107. 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.

108. 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.

109. 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.

110. Publicity. 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. 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.

111. 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 Agreement.

It is hereby agreed.

Dated: 8/8/2026

Plaintiff Eddie Lopez

Signed by:

By ____________________

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Eddie Lopez

Dated: ____________________

Plaintiff Anthony Gonzalez

By ____________________

Anthony Gonzalez

Dated: ____________________

Defendant Brio Water Technology, Inc.

By ____________________

Name:

Title:

APPROVED AS TO FORM:

Dated: ____________________

WILSHIRE LAW FIRM

By ____________________

Benjamin H. Haber
Chase M. Stern
Daniel J. Kramer
Karen L. Wallace
Attorneys for Plaintiffs

It is hereby agreed.

Dated: ___________________

Plaintiff Eddie Lopez

By___________________________________
Eddie Lopez

Dated: 8/7/2026

Plaintiff Anthony Gonzalez

Signed by:

By___________________________________

6B360B9F5E9B446...

Anthony Gonzalez

Dated: ___________________

Defendant Brio Water Technology, Inc.

By___________________________________
Name:
Title:

APPROVED AS TO FORM:

Dated: ___________________

WILSHIRE LAW FIRM

By___________________________________
Benjamin H. Haber
Chase M. Stern
Daniel J. Kramer
Karen L. Wallace
Attorneys for Plaintiffs

It is hereby agreed.

Dated: ___________________

Plaintiff Eddie Lopez

By___________________________________
Eddie Lopez

Dated: ___________________

Plaintiff Anthony Gonzalez

By___________________________________
Anthony Gonzalez

Dated: ___________________

Defendant Brio Water Technology, Inc.

By___________________________________
Name:
Title:

APPROVED AS TO FORM:

Dated: 8/10/2026

WILSHIRE LAW FIRM

By Ken
Benjamin H. Haber
Chase M. Stern
Daniel J. Kramer
Karen L. Wallace
Attorneys for Plaintiffs

APPROVED AS TO FORM

Dated: August 7, 2026

LITTLER MENDELSON, P.C.

By______________________________

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

It is hereby agreed.

Dated: __________________

Plaintiff Eddie Lopez

By______________________________
Eddie Lopez

Dated: __________________

Plaintiff Anthony Gonzalez

By______________________________
Anthony Gonzalez

Dated: August 7, 2026

Defendant Brio Water Technology, Inc.

By [signature]
Name: CHARLES M. HENRICH
Title: VICE PRESIDENT, HUMAN RESOURCES

APPROVED AS TO FORM:

Dated: __________________

WILSHIRE LAW FIRM

By______________________________
Benjamin H. Haber
Chase M. Stern
Daniel J. Kramer
Karen L. Wallace
Attorneys for Plaintiffs