

Alvarez v. Briteworks
C/O ATTICUS ADMINISTRATION
PO BOX 64053
SAINT PAUL MN 55164



«barcode»

«claimant_id»-«SEQ_ID»

Claimant ID: «secondary_id_number»

«full_name»

«address1» «address2»

«city» «state» «zip»

**NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION
AND HEARING DATE FOR FINAL COURT APPROVAL**

*Alvarez v. Briteworks, Inc., Superior Court of the
State of California, County of Los Angeles, Case No. 22STCV35169*

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT
ACT. PLEASE READ THIS CLASS NOTICE CAREFULLY.**

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. After final approval by the Court, the payment will be mailed to you at the same address as this Notice. In exchange for the settlement payment, you will release claims against the Defendant as detailed in Section 4 below. If your address has changed, you must notify the Administrator as explained in Section 6 below.
Exclude Yourself	To exclude yourself, you must send a written request for exclusion to the Administrator as provided below. If you request exclusion, you will receive no money from the Settlement and you will not be bound by the Settlement. Instructions are set forth in Section 7 below.
Object	Write to the Administrator about why you do not agree with the Settlement or appear at the Final Approval Hearing to make an oral objection. Directions are provided in Section 8 below.
Final Approval Hearing	The Court will hold a Final Approval Hearing at <u>11 am</u> on <u>August 26, 2026</u> , at the Los Angeles County Superior Court, located at Spring Street Courthouse, 312 North Spring Street, Los Angeles, CA 90012, in Department 10 before Hon. William F. Highberger. The hearing may be rescheduled by the Court without further notice to you.

Your options are further explained in this Class Notice. To exclude yourself from, or object to, the Settlement you must take action by certain deadlines. If you want the Settlement as proposed, you don't need to do anything to obtain your share of the Settlement. Defendant will not retaliate against you for any actions you take with respect to the Settlement.

1. Why did I get this Notice?

A proposed class action settlement (the "Settlement") of the above-captioned action pending in the Superior Court of the State of California, in and for the County of Los Angeles (the "Court") has been reached between Plaintiff Rosa Alvarez ("Plaintiff") and Defendant Briteworks, Inc. ("Defendant") and has been granted preliminary approval by the Court. You may be entitled to receive money from this Settlement.

You have received this Class Notice because you have been identified as a member of the Class, which is defined as:

All current and former non-exempt employees that worked either directly or via a staffing agency for Defendant at any location in California at any time during the Class Period.

The "Class Period" is the period from November 4, 2018, to January 9, 2024.

You may also be an "Aggrieved Employee," which is defined as:

All current and former non-exempt hourly employees employed by Defendant in California during the PAGA Period.

The "PAGA Period" is the period from April 28, 2022, to January 9, 2024,

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Class Notice carefully as your rights may be affected by the Settlement.

2. What is the lawsuit about?

On November 4, 2022, Plaintiff commenced this lawsuit by filing a Complaint alleging causes of action against Defendant for: 1) Recovery of Unpaid Minimum Wages and Liquidated Damages; 2) Recovery of Unpaid Overtime Wages; 3) Failure to Provide Meal Periods or Compensation in Lieu Thereof; 4) Failure to Provide Rest Periods or Compensation in Lieu Thereof, 5) Failure to Furnish Accurate Itemized Wage Statements; 6) Failure to Timely Pay All Wages Due Upon Separation of Employment; (7) Failure to Reimburse Business Expenses; and 8) Unfair Competition. On April 28, 2023, Plaintiff filed a First Amended Complaint adding a cause of action under the California Private Attorneys General Act seeking civil penalties against Defendant for Labor Code violations.

Defendant denies and disputes all of Plaintiff's claims. Defendant further contends that the Action cannot be maintained as a class action.

The Court granted preliminary approval of the Settlement on April 8, 2026 and determined only that there is sufficient evidence to suggest that the proposed Settlement is fair, adequate, and reasonable, and that any final determination of those issues will be made at the Final Approval Hearing. The Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firm of Crosner Legal, P.C. as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an “all in” amount of Five Hundred Thousand Dollars (\$500,000) (the “Gross Settlement Amount”) to fund the settlement of the Action. The Gross Settlement Amount includes all payments of Individual Class Payments, the Administration Expenses Payment, the Class Representative Service Payment, Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment. Any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages shall be separately paid by Defendant. No later than 30 calendar days after the Effective Date or January 1, 2026 (whichever is later), Defendant shall transmit the first half of the Gross Settlement Amount to the Administrator; and, no later than 120 calendar days after the Effective Date, Defendant shall transmit the second half of the Gross Settlement Amount and the full amount of Defendant’s share of payroll taxes to the Administrator. The “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final on the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court confirms the Judgment and issues a remittitur. No later than fourteen (14) calendar days after Defendant fully funds the Settlement, the Administrator will mail checks for the Individual Class Payments to Participating Class Members.

Amounts to be Paid from the Gross Settlement Amount. The Settlement provides for certain payments to be made from the Gross Settlement Amount as follows, which will be subject to final Court approval, and which will be deducted from the Gross Settlement Amount before Individual Class Payments are made to Participating Class Members:

- Settlement Administration Costs. Payment to the Administrator, estimated not to exceed \$10,000, for expenses, including without limitation expenses of notifying the Class Members of the Settlement, processing opt outs, and distributing settlement funds and tax forms, and handling inquiries and uncashed checks.
- Class Counsel Fees and Costs Payment. Payment to Class Counsel of reasonable attorneys’ fees not to exceed one-third of the Gross Settlement Amount, which is presently \$166,667, and an additional amount to reimburse actual litigation costs incurred by Class Counsel, not to exceed \$20,000. Class Counsel has been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money) and has been paying all litigation costs and expenses.
- Service Payment. A Class Representative Service Payment in an amount not to exceed Ten Thousand Dollars (\$10,000), or such lesser amount as may be approved by the Court, to compensate Plaintiff for services on behalf of the Class in initiating and prosecuting the Action, and for the risks he undertook.
- PAGA Penalties. PAGA Penalties in the amount of \$50,000 to be paid from the Gross Settlement Amount, with 75% (\$37,500) allocated to the LWDA PAGA Payment and 25% (\$12,500) allocated to the Individual PAGA Payments.

Calculation of Individual Class Payments to Class Members. After all of the payments of the court-approved Service Award, the Class Counsel fees and costs payment, and the Settlement Administration Costs are deducted from the Gross Settlement Amount, the remaining portion, called the “Net Settlement Amount”, shall be distributed as Individual Class Payments to

Participating Class Members (meaning those Class Members who do not opt out or exclude themselves from the Class). The Net Settlement Amount is estimated to be \$243,333. The Settlement Administrator will pay an Individual Class Payment from the Net Settlement Amount to each Participating Class Member. The Individual Class Payment for each Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks. "Workweek" means any week during the Class Period in which a Class Member worked for Defendant as a Class Member for at least one day. The number of Workweeks will be based on Defendant's records, however, Class Members may challenge the number of Workweeks as explained below. Your estimated Individual Class Payment is set forth in Section 5 below.

Tax Matters. Twenty percent (20%) of each Individual Class Payment is in Settlement of wage claims which are subject to wage withholdings and will be reported on IRS Form W-2. Eighty percent (80%) of each Individual Class Payment is in Settlement of claims non-wages, expense reimbursement, interest and penalties, which are not subject to wage withholdings and will be reported on IRS Form 1099. The employee portion of all applicable income and payroll taxes will be the responsibility of the Participating Class Members. Neither Class Counsel nor Defendant's Counsel intend anything contained in this Notice to constitute advice regarding taxes or taxability. Your tax issues are unique to you, and you may want to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

If the Settlement is approved by the Court and you do not exclude yourself, you will automatically be mailed a check for your Individual Class Payment to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Administrator to inform them of your correct address to ensure you receive your payment.

4. What Do I Release Under the Settlement?

Released Class Claims. All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint during the Class Period, including California Labor Code Sections 201, 202, 203, 204, 210, 216, 221, 222, 223, 226, 226(a), 226.7, 245, 246, 247, 248, 248.5, 248.6, 227.3, 432.3, 432.5, 432.7, 510, 512, 515, 558, 558.1, 1024.5, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2699, 2699.3, 2800, 2801, 2802, 2810.5, California Industrial Commission Wage Orders, and Business and Professions Code sections 17200, et seq. including all claims for or related to alleged unpaid wages, overtime or double time wages, minimum wages, regular rate of pay, timely payment of wages, meal statements, unfair business practices. Participating Class Members only release these claims for the duration of the Class Period. Except as set forth in Section 5.3 of the Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

Released PAGA Claims. All Aggrieved Employees are deemed to release, on behalf of themselves

and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint during the PAGA Period including, without limitation, California Labor Code sections 201, 202, 203, 204, 210, 216, 221, 222, 223, 226, 226(a), 226.7, 245, 246, 247, 248, 248.5, 248.6, 227.3, 432.3, 432.5, 432.7, 510, 512, 515, 558, 558.1, 1024.5, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2699, 2699.3, 2800, 2801, 2802, 2810.5, California Industrial Commission Wage Orders, including all PAGA claims for alleged unpaid wages, minimum wages, hours worked, overtime or double time wages, regular rate of pay, bonus and incentive pay, sick pay, timely payment of wages at separation, wage costs, as well as all other PAGA claims and allegations alleged in the Operative Complaint (“Released PAGA Claims”). Aggrieved Employees only release these claims for the duration of the PAGA Period. Aggrieved Employees may not opt out of Released PAGA Claims.

This means that, if you do not timely and formally exclude yourself from the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or any other Released Party about the Released Class Claims resolved by this Settlement. It also means that all of the Court’s orders in the Actions will apply to you and legally bind you.

Released Parties. The Released Parties are: Briteworks, Inc., and its former and present directors, officers, shareholders, owners, consultants, representatives, administrators, fiduciaries, benefit plans, agents, managing agents, attorneys, insurers, transferees, predecessors, successors, subsidiaries, affiliates, related entities, and assigns of any of the foregoing, both individually and in their business capacities, and their employee benefit plans and programs and that the trustees, administrators, fiduciaries and insurers of such plans and programs.

5. How much will my payment be?

Your Individual Class Payment: Defendant’s records reflect that you have «Total_Class_Workweeks» Workweeks during the Class Period. **Based on this information, your estimated Individual Class Payment is «Estimated_Individual_Class_Payment»,** minus applicable withholdings and deductions.

Your Individual PAGA Payment: Defendant’s records reflect that you have «Total_PAGA_Pay_Periods» Pay Periods during the PAGA Period. **Based on this information, your estimated Individual PAGA Payment is «Estimated_PAGA_Payment».**

If you wish to challenge the information set forth above, then you must submit a written dispute challenging the information along with supporting documents, to the Administrator at the address provided in this Notice no later than the 45 days after the mailing of this Notice. The deadline for submitting a dispute is June 26, 2026. You may also fax the dispute to 888-326-6411. Any dispute should include credible written evidence and will be resolved by the Administrator. Class Members to whom Notice Packets are re-sent after having been returned as undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline set forth above.

6. How can I get a payment?

To get money from the Settlement, you do not have to do anything. A check for your share of the Settlement will be mailed automatically to the same address as this Class Notice. If your address

is incorrect or has changed, you must notify the Administrator. The Administrator is: Atticus Administration, LLC, PO BOX 64053 Saint Paul, MN 55164, (888) 910-7299.

The Court will hold a Final Approval Hearing on August 26, 2026 at 11 am to decide whether to approve the Settlement. Please note the hearing could be rescheduled by the Court without further notice to you. If the Court approves the Settlement and there are no objections or appeals, the settlement payments will be mailed approximately three months after this hearing. If there are objections or appeals the payments will be delayed because resolving them can take time, usually more than a year. Please be patient.

Your settlement check must be cashed within 180 days after it is mailed. If your check is lost or misplaced, you should contact the Administrator immediately by phone to request a replacement (888-910-7299). For any Class Member whose Individual Class Payment check is uncashed and cancelled after the void date, the Administrator shall be distributed cy pres to the Legal Aid Foundation of Los Angeles.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Class or "opt out." **If you opt out, you will NOT receive your Individual Class Payment and you will not be bound by the release of Released Class Claims.**

To opt out of the Class, you must mail to the Administrator, by First Class Mail, a written, signed and dated request to opt-out postmarked no later than the Response Deadline which is June 26, 2026. You may also fax your request to opt out to 888-326-6411 by no later than the Response Deadline. A request to opt-out of the Settlement is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and/or telephone number. To be valid, a Request for Exclusion must be timely faxed, or postmarked by the Response Deadline.

The address for the Administrator is *Alvarez v. Briteworks, Inc.*, c/o Atticus Administration, PO BOX 64053, Saint Paul, MN 55164. Absent good cause found by the Court, written requests for exclusion that are postmarked after June 26, 2026, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I tell the Court that I don't agree with the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason may object to the proposed Settlement, the attorneys' fees, the costs and/or the service awards, either in writing or in person. Objections that are in writing should include the Class Member's name, current address, telephone number, and the dates of employment in California by Defendant, and describe why you believe the Settlement is unfair. All written objections or other correspondence should also state the name and number of the case, which is *Alvarez v. Briteworks, Inc.*, Los Angeles County Superior Court, Case No. 22STCV35169.

All written objections must be mailed to the *Alvarez v. Briteworks, Inc.*, c/o Atticus Administration, PO BOX 64053, Saint Paul, MN 55164, no later than the Response Deadline which is June 26, 2026. You may also fax the dispute to 888-326-6411.

Alternatively, Class Members may appear at the Final Approval Hearing on August 26, 2026 at

11 am to make an oral objection without submitting a written objection. The hearing may be rescheduled by the Court without further notice to you. If you need assistance, you may contact Class Counsel. Please check the Court's website for current information concerning appearances and how to attend Court proceedings remotely: <https://www.lacourt.org/>.

To object to the Settlement, you must not opt out, and if the Court approves the Settlement despite your objection, you will be bound by the terms of the Settlement in the same way as Class Members who do not object and you will still be mailed a check for your Individual Class Payment. Absent good cause found by the Court, any Class Member who does not object in the manner provided in this Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

The addresses for Parties' counsel are as follows:

Class Counsel:

Chad Saunders
Brandon Brouillette
CROSNER LEGAL, PC
9440 Santa Monica Blvd. Suite 301
Beverly Hills, CA 90210
Tel: (866) 276-7637
Fax: (310) 510-6429
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jsullivan@pettitkohn.com
PETTIT KOHN INGRASSIA LUTZ &
DOLIN PC
101 Continental Blvd., Suite 820
El Segundo, CA 90245

9. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at 11 am on August 26, 2026, in Department 10 of the Superior Court of California, County of Los Angeles, located at the Spring Street Courthouse, 312 North Spring Street, Los Angeles, CA 90012. While the Court determined at preliminary approval that there is sufficient evidence to suggest the proposed Settlement is fair, adequate, and reasonable, the Court will make a final determination on these issues at the Final Approval Hearing. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement and to approve the amount of attorneys' fees, costs and enhancement awards to be awarded. If there are objections, the Court will consider them. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

10. How do I get more information about the Settlement?

You may call the Administrator at 888-10-7299 or write to *Alvarez v. Briteworks, Inc.*, c/o Atticus Administration, PO BOX 64053, Saint Paul, MN 55164; or contact Class Counsel.

This Notice summarizes the proposed Settlement. More details are in the Class Action Settlement Agreement ("Agreement"). The Agreement, the Judgment and other relevant settlement documents will be posted on the Administrator's website for this Settlement: <https://www.atticusadmin.com/alvarez-v-briteworks>. You may also get more details by examining the Court's file via the Public Access site for the California Superior Court for the County of Los Angeles (<https://www.lacourt.ca.gov/pages/lp/access-a-case/tp/find-case-information/cp/os-civil-case-access>) and entering the Case No. 22STCV35169. The Agreement can be found in the Court file located at 312 North Spring Street, Los Angeles, CA 90012, as

Exhibit #1 to the Declaration of Chad Saunders, filed on April 1, 2026.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed.
- If your check is lost or misplaced, you should contact the Administrator immediately to request a replacement.