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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

RENE LOPEZ, as an individual and on behalf of
all others similarly situated,

Plaintiff,

vs.

SUNNY DELIGHT BEVERAGES CO., a Florida
corporation; and DOES 1 through 100, inclusive,
Defendant.

Case No. 30-2022-01280502-CU-OE-CXC

*[Assigned for all purposes to the Honorable
Melissa R. McCormick, Dept. CX104]*

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
AND PAGA ACTION SETTLEMENT**

Date: April 4, 2024

Time: 2:00 p.m.

Dept.: CX104

Reservation Number: 74183044

[FAC Filed: November 21, 2022]

[Complaint Filed: September 14, 2022]

1 The Motion of Plaintiff Rene Lopez (“Plaintiff”) for Preliminary Approval of Class Action
2 Settlement will come on regularly for hearing before this Court on April 4, 2024 at 2:00 p.m. The Court,
3 having considered the proposed Stipulation of Class and PAGA Action Settlement (the “Settlement”),
4 attached as Exhibit 2 to the Declaration of Milan Moore filed concurrently with the Motion for
5 Preliminary Approval of Class Action Settlement; having considered Plaintiff’s Motion, Memorandum
6 of Points and Authorities in support thereof, and supporting declarations filed therewith; and good cause
7 appearing, HEREBY ORDERS THE FOLLOWING:

8 1. The Court GRANTS preliminary approval of the class action settlement as set forth in
9 the Settlement and finds its terms to be within the range of reasonableness of a settlement that ultimately
10 could be granted approval by the Court at a Final Fairness Hearing. For purposes of the Settlement,
11 the Court finds that the proposed Settlement Class is ascertainable and that there is a sufficiently well-
12 defined community of interest among the members of the Settlement Class in questions of law and fact.
13 Therefore, for settlement purposes only, the Court grants conditional certification of the following
14 Settlement Class:

15 All current and former hourly-paid non-exempt employees who are or previously
16 were employed by Defendant Sunny Delight Beverages Co. who worked at any
17 time in California during the Class Period. For purposes of this Settlement
18 Agreement, the “Class Period” is defined as of September 14, 2018 through
19 December 31, 2023, or the date the Court enters an Order Granting Preliminary
20 Approval, whichever is sooner, unless Defendant elects to close the Class Period
21 earlier pursuant to the Escalator Clause.

22 Additionally, for the purposes of this settlement only, PAGA Employees shall be defined as:

23 All current and former hourly-paid non-exempt employees of Defendant Sunny
24 Delight Beverages Co., who worked at any time during the PAGA Period. For
25 purposes of this Settlement Agreement, the “PAGA Period” shall mean the time
26 period between September 14, 2021 and December 31, 2023, or the date the
27 Court enters an Order Granting Preliminary Approval, whichever is sooner,
28 unless Defendant elects to close the PAGA Period earlier pursuant to the
Escalator Clause.

2. For purposes of the Settlement, the Court designates named Plaintiff Rene Lopez as
Class Representative, and designates Scott M. Lidman, Elizabeth Nguyen, and Milan Moore of Lidman
Law, APC and Paul K. Haines of Haines Law Group, APC as Class Counsel.

1 3. The Court conditionally designates Phoenix Settlement Administrators (“Phoenix”) as
2 the third-party Settlement Administrator for mailing notices.

3 4. The Court approves, as to form and content, the following documents to be mailed to
4 the Settlement Class in both English and Spanish:

5 a. Notice of Pendency of Class Action and Proposed Settlement attached as
6 **Exhibit A;**

7 b. Notice of Individual Settlement Award attached as **Exhibit B;**

8 c. Request for Exclusion Form attached as **Exhibit C;**

9 d. Objection Form attached as **Exhibit D.**

10 5. The Court finds that the form of notice to the Settlement Class regarding the pendency
11 of the action and of the Settlement, and the methods of giving notice to Settlement Class members,
12 constitutes the best notice practicable under the circumstances, and constitute valid, due, and sufficient
13 notice to all members of the Settlement Class. The form and method of giving notice complies fully
14 with the requirements of California Code of Civil Procedure section 382, California Civil Code section
15 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and
16 other applicable law.

17 6. The Court further approves the procedures for Settlement Class members to submit
18 disputes, opt out of or object to the Settlement, as set forth in the Notice of Pendency of Class Action
19 and Proposed Settlement.

20 7. The procedures and requirements for filing objections in connection with the Final
21 Fairness Hearing are intended to ensure the efficient administration of justice and the orderly
22 presentation of any Settlement Class member’s objection to the Settlement, in accordance with the due
23 process rights of all Settlement Class members.

24 8. The Court directs the Settlement Administrator to mail the Notice of Pendency of Class
25 Action and Proposed Settlement and Notice of Individual Settlement Award to all of the Class members
26 in accordance with the terms of the Settlement.

9. The Class Notice shall provide at least 60 calendar days' notice for Settlement Class members to submit any disputes, opt out of, or object to, the Settlement.

10. The Final Fairness Hearing on the question of whether the Settlement should be finally approved as fair, reasonable, and adequate is scheduled in Department CX 104 of this Court, located at 751 West Santa Ana Blvd, Santa Ana, CA 92701 on _____ at _____.

11. At the Final Fairness Hearing, the Court will consider: (a) whether the Settlement of \$850,000.00 should be finally approved as fair, reasonable, and adequate for the Settlement Class; (b) whether a judgment granting final approval of the Settlement should be entered; and (c) whether Plaintiff's application for reasonable attorneys' fees totaling \$283,333.33, reimbursement of litigation expenses up to \$28,000.00, service award to Plaintiff of \$7,500.00, Labor Code Private Attorneys General Act ("PAGA") penalties settlement of \$40,000 (of which \$30,000.00 shall be paid to the Labor and Workforce Development Agency ("LWDA")), and settlement administration fees and costs of \$8,500.00 should be granted. At the Final Fairness Hearing, the Court will also consider any requests for exclusions, objections, and workweek disputes.

12. Counsel for the parties shall file memoranda, declarations, or other statements and materials in support of their request for final approval of the Settlement, attorneys' fees, litigation expenses, Plaintiff's service award, settlement administration costs, and payment to the LWDA for PAGA penalties prior to the Final Fairness Hearing according to the time limits set by the Code of Civil Procedure and the California Rules of Court and shall also serve all documents on the LWDA at the time the Motion for Final Approval is filed.

13. An implementation schedule is below:

Event	Date
Defendant to provide Class Data to Settlement Administrator	20 calendar days after issuance of the preliminary approval order (is April 24, 2024 if the Court grants preliminary approval on April 4, 2024)
Settlement Administrator to mail Notice Packets to Class Members	10 business days after receiving Class Information from Defendant (is May 8, 2024 if the Court grants preliminary approval on April 4, 2024)

1	Deadline for Class Members to request exclusion from, submit disputes, or object to, the Settlement	60 calendar days after mailing of the Notice by the Settlement Administrator (is July 8, 2024 if the Court grants preliminary approval on April 4, 2024)
3	Deadline for Plaintiff to file Motion for Final Approval of Class Action Settlement:	16 Court days prior to Final Fairness Hearing
5	Final Fairness Hearing:	August 15, 2024

14. Pending the Final Fairness Hearing, all proceedings in this action, other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this Order, are stayed.

15. Counsel for the parties are hereby authorized to utilize all reasonable procedures in connection with the administration of the Settlement which are not materially inconsistent with either this Order or the terms of the Settlement.

IT IS SO ORDERED.

Dated: _____, 2024

Honorable Melissa R. McCormick
Judge of the Superior Court

EXHIBIT A

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE COUNTY

RENE LOPEZ, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

SUNNY DELIGHT BEVERAGES CO., a Florida
corporation; and Does 1 through 100,

Defendants.

Case No. 30- 2022-01280502-CXC

**NOTICE OF PENDENCY OF CLASS
ACTION AND PROPOSED CLASS AND
PAGA SETTLEMENT**

To: All current and former hourly-paid non-exempt employees who are or previously were employed by Defendant Sunny Delight Beverages Co. who worked at any time in California during the Class Period. The “Class Period” is defined as September 14, 2018 through **<<December 31, 2023, the date the Court enters an Order Granting Preliminary Approval, whichever is sooner, unless Defendant elects to close the Class Period pursuant to the Escalator Clause>>.** Collectively, these employees will be referred to as “Settlement Class Members.”

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

Why should you read this notice?

The Court has granted preliminary approval of a proposed class action settlement (the “Settlement”) in the lawsuit entitled *Rene Lopez v. Sunny Delight Beverages Co.*, Case No. 30-2022-01280502-CU-OE-CXC (the “Lawsuit”). Because your rights may be affected by the Settlement, it is important that you read this notice carefully.

You may be entitled to money from this Settlement. Defendant’s records show that you were employed by Defendant at any time in California during the Class Period as a non-exempt, hourly employee. The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

The purpose of this notice is to provide you with a brief description of the Lawsuit, to inform you of the terms of the Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take to participate in, object to, or exclude yourself from the Settlement. If you do not exclude yourself from the Settlement and the Court finally approves the Settlement, you will be bound by the terms of the Settlement and any final judgment.

What is this case about?

Plaintiff Rene Lopez (“Plaintiff”) brought this Lawsuit against Defendant, seeking to assert claims on behalf of a class of current and former hourly, non-exempt employees of Defendant who worked at any time in California since September 14, 2018. Plaintiff Rene Lopez is known as the “Class Representative,” and his attorneys, who also represent the interests of all Settlement Class Members, are known as “Class Counsel.”

The Lawsuit alleges that Defendant failed to pay all overtime wages owed; failed to provide meal periods, or premium pay for non-compliant meal periods; failed to authorize and permit rest periods, or provide premium pay for non-compliant rest periods; failed to reimburse for necessary business expenses; failed to timely pay all wages due upon separation of employment; and failed to issue accurate, itemized wage statements in compliance with California law. As a result of the foregoing alleged violations, Plaintiff also alleges that

Defendant engaged in unfair business practices and are liable for civil penalties under the Labor Code Private Attorney General Act (“PAGA”).

Defendant denies the claims. Defendant further denies that it owes Settlement Class Members any wages, restitution, penalties, or other damages. No Court has made any determination as to the factual allegations in the Lawsuit. Rather, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Defendant, which expressly denies all liability.

The Court has not ruled on the merits of Plaintiff’s claims. However, to avoid the additional expense, inconvenience, and interference with Defendant’s business operations, the Parties have concluded that it is in their best interests and the interests of Settlement Class Members to settle the Lawsuit on the terms summarized in this Notice. After Defendant provided relevant information to Class Counsel, the Settlement was reached following mediation and arm’s-length negotiations between the parties.

The Class Representative and Class Counsel support the Settlement. Among the reasons for support are the defenses to liability potentially available to Defendant, the risk of denial of class certification, the inherent risks of trial on the merits, and the delays, costs, and uncertainties associated with litigation.

If you are still employed by Defendant, your decision about whether to participate in the Settlement will not affect your employment. California law and Defendant’s policies strictly prohibit unlawful retaliation. Defendant will not take any adverse employment action against or otherwise target, retaliate, or discriminate against any Settlement Class Member because of the Settlement Class Member’s decision to either participate or not participate in the Settlement.

Who are the Attorneys?

Attorneys for the Plaintiff / Settlement Class Members: LIDMAN LAW, APC Scott M. Lidman slidman@lidmanlaw.com Elizabeth Nguyen enguyen@lidmanlaw.com Milan Moore mmoore@lidmanlaw.com 2155 Campus Drive, Suite 150 El Segundo, California 90245 Tel: (424) 322-4772 Fax: (424) 322-4775 www.lidmanlaw.com HAINES LAW GROUP, APC Paul K. Haines phaines@haineslawgroup.com 155 Campus Drive, Suite 180 El Segundo, California 90245 Tel: (424) 292-2350 Fax: (424) 292-2355 www.haineslawgroup.com	Attorneys for Defendant Sunny Delight Beverages Co. HOLLAND & KNIGHT LLP Christina Tellado, Esq. Email: Christina.Tellado@hklaw.com Samuel J. Stone, Esq. Email: Sam.Stone@hklaw.com 400 South Hope Street, 8th Floor Los Angeles, California 90071 Tel: (213)896-2400 Fax: (213) 896-2450
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What are the terms of the Settlement?

On **[INSERT DATE OF PRELIMINARY APPROVAL]**, the Court preliminarily certified a class, comprised of, for settlement purposes only, all current and former non-exempt, hourly employees of

Defendant Sunny Delight Beverages Co. who worked at any time in California during the Class Period. For purposes of this Settlement Agreement, the "Class Period" is defined as September 14, 2018 through <<December 31, 2023, the date the Court enters an Order Granting Preliminary Approval, whichever is sooner, unless Defendant elects to close the Class Period pursuant to the Escalator Clause>>. Settlement Class Members who do not opt out of the Settlement pursuant to the procedures set forth in this Notice will be bound by the Settlement and will release their claims against Defendant as described below in the section titled "Released Class Claims". A Settlement Class Member who opts-out cannot opt-out of the PAGA Release.

Defendant has agreed to pay \$850,000.00 (the "Gross Settlement Amount") to fully resolve all claims in the Lawsuit, which includes payments to Settlement Class Members, attorneys' fees and expenses, payment to the Labor Workforce Development Agency (the "LWDA"), settlement administration costs, and the Class Representative's Service Award and monies to be paid to the LWDA. Defendant's share of payroll taxes associated with any wage payments to Settlement Class Members shall be paid by Defendants separately from, and in addition to, the Gross Settlement Amount.

The following deductions from the Gross Settlement Amount will be requested by the parties:

Settlement Administration Costs. The Court has approved Phoenix Settlement Administrators to act as the "Settlement Administrator," who is sending this Notice to you and will perform many other duties relating to the Settlement. The Court has approved paying the Settlement Administrator a flat fee of \$8,500.00 from the Gross Settlement Amount to administer the Settlement.

Attorneys' Fees and Expenses. Class Counsel have been prosecuting the Lawsuit on behalf of the Settlement Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys' fees, which will be paid from the Gross Settlement Amount. Settlement Class Members are not personally responsible for any of Class Counsel's attorneys' fees or expenses. Class Counsel will ask for fees of up to one-third of the Gross Settlement Amount, which is currently estimated to be \$283,333.33, as reasonable compensation for the work Class Counsel performed and will continue to perform in this Lawsuit through Settlement finalization. Class Counsel also will ask for reimbursement in an amount not to exceed \$28,000.00 for verified costs Class Counsel incurred in connection with the Lawsuit.

Service Award to Class Representative. Class Counsel will ask the Court to award the Class Representative a service award in the amount not to exceed \$7,500.00, to compensate her for her service and extra work provided on behalf of the Settlement Class Members.

LWDA Payment. Class Counsel will ask the Court to approve a payment in the total amount of \$40,000.00 as and for alleged civil penalties, payable pursuant to the California Labor Code Private Attorney General Act ("PAGA"). Per Labor Code § 2699(i), seventy-five percent (75%) of such penalties, or Thirty Thousand Dollars and Zero Cents (\$30,000.00) will be payable to the LWDA, and the remaining twenty-five percent (25%), or Ten Thousand Dollars and Zero Cents (\$10,000.00), will be payable to PAGA Employees as the "PAGA Amount," as described below.

Calculation of Individual Settlement Class Members' Settlement Award. After deducting the Court-approved amounts above, the balance of the Gross Settlement Amount will form the Net Settlement Amount, which will be distributed to all Settlement Class Members who do not submit a valid and timely Request for Exclusion (described below). The Net Settlement Amount is estimated at approximately \$<< >>, to be shared among an up to << >> estimated Settlement Class Members. The Net Settlement Amount will be divided as follows:

Each participating Settlement Class Member shall receive a proportionate Settlement share based upon the number of workweeks worked during the Class Period, the numerator of which is the Settlement Class Member's total workweeks worked during the Class Period, and the denominator of which is the total workweeks worked by all Settlement Class Members who worked during the Class Period.

In addition, Ten Thousand Dollars and Zero Cents (\$10,000.00), of the Gross Settlement Amount has been designated as the “PAGA Amount” as described above. All PAGA Employees shall receive a portion of the PAGA Amount. “PAGA Employees” include all current and former non-exempt, hourly employees of Defendant Sunny Delight who worked at any time in California during the PAGA Period. The “PAGA Period” shall mean the time period between September 14, 2021 and <<December 31, 2023, the date the Court enters an Order Granting Preliminary Approval, whichever is sooner, unless Defendant elects to close the Class Period pursuant to the Escalator Clause>>. A PAGA Employee shall receive a portion of the PAGA Amount proportionate to the number of pay periods that he or she worked during the PAGA Period and which will be calculated by multiplying the PAGA Amount by a fraction, the numerator of which is the PAGA Employee’s number of pay periods worked during the PAGA Period, and the denominator of which is the total number of pay periods worked by all PAGA Employees during the PAGA Period.

Payments to Settlement Class Members. If the Court grants final approval of the Settlement, Settlement Awards will be mailed to all Settlement Class Members who did not submit a valid and timely Request for Exclusion.

If you submit a Request for Exclusion, you will still receive a proportionate share of the PAGA Payment regardless of whether you exclude yourself from the Settlement if you are a PAGA Employee.

Payment by Defendants of Gross Settlement Amount. Defendant shall deposit the Gross Settlement Amount with the Settlement Administrator within 30 days of the Effective Date. The “Effective Date” is defined as the latter of: (a) the Court’s final approval of the Settlement if no objections by or on behalf of Class Members have been filed; (b) the time for appeal has expired if an objection has been filed and no appeal has been filed or withdrawn; or (c) the final resolution of any appeal that has been filed.

Within ten (10) calendar days following Defendant’s deposit of the Gross Settlement Amount with the Settlement Administrator, the Settlement Administrator will calculate Individual Settlement Award amounts and provide the same to the Parties’ counsel for review and approval. Within seven (7) calendar days of approval by the Parties’ counsel, the Settlement Administrator will prepare and mail Individual Settlement Awards, less applicable taxes and withholdings, to participating Settlement Class Members.

Allocation and Taxes. For tax purposes, each Settlement Award shall be allocated as follows: sixty-seven percent (67%) as penalties and interest; and thirty-three percent (33%) as wages. All PAGA penalties shall be designated as one hundred percent (100%) penalties and reported on an IRS Form 1099. If a PAGA Employee submits a Request for Exclusion, the PAGA Employee’s Settlement Award shall be designated as one hundred percent (100%) penalties and reported on an IRS Form 1099. The Settlement Administrator will be responsible for issuing to participating Settlement Class Members IRS Forms W-2 for amounts deemed “wages” and IRS Forms 1099 for the amounts allocated as penalties and interest. Settlement Class Members are responsible for the proper income tax treatment of the Individual Settlement Awards. The Settlement Administrator, Defendant and its counsel, and Class Counsel cannot provide tax advice. Accordingly, Settlement Class Members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

Released Class Claims. If the Court approves the Settlement, the Settlement Class, and each Settlement Class Member who has not submitted a timely and valid Request for Exclusion, will fully and forever completely discharge Defendant Sunny Delight, its past and present corporate affiliates, subsidiaries, divisions, related entities, divested businesses and business units, and the board members, officers, employees, agents, representatives, insurers and attorneys (collectively, the “Released Parties”), from all claims, demands, rights, liabilities and causes of action that were pled or could have been pled based on the factual allegations contained in the operative Second Amended Complaint in the Action under any state law, federal law, common law, equity or other theory arising in any way from the facts alleged in the Complaints that arose during the Class Period with respect to the following claims: (a) failure to pay all minimum wages owed; (b) failure to pay all overtime wages owed; (c) failure to provide meal periods, or premium pay for non-compliant meal periods; (d) failure to authorize and permit rest periods, or premium pay for non-compliant rest periods; (e) failure to reimburse necessary business expenses; (f) failure to provide accurate, itemized

wage statements; (g) failure to pay all wages upon termination; (h) failure to pay sick leave at the regular rate of pay; and (i) all claims for unfair business practices that could have been premised on the facts, claims, causes of action or legal theories described above (or predicated on violations of any state and/or federal law alleged in the Complaints including the Cal. Code of Regulations, Title 8, Sections 11000, et seq., any applicable Wage Order, the California Labor Code). (collectively, the “Released Class Claims”). Notwithstanding the foregoing, the Released Class Claims do not include vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’ compensation, class claims outside of the Class Period, class claims not based on the facts alleged in the Complaints, and any individual claim under the Section 16(b) of the FLSA, 29 U.S.C. § 216(b), as to a Class Member who does not opt-in to the Settlement by cashing, depositing or endorsing his or her Settlement Payment check.

Settlement Class Member who timely cash or otherwise negotiate their Settlement Award will be deemed to have opted into the Action for purposes of releasing claims under federal law, as to those Class Members, the Released Class Claims include any and all claims the Settlement Class Members may have under the federal Fair Labor Standards Act (“FLSA”) arising under the alleged claims during the Class Period. Only those Settlement Class Members who timely cash or otherwise negotiate their Settlement Award will be deemed to have opted into the Action for purposes of the FLSA and thereby release and waive any of their claims under the FLSA arising under or relating to the alleged claims. This release excludes the release of claims not permitted by law.

The time period for the release of the Released Class Claims against the Released Parties shall be the same time period as the Class Period.

PAGA Release and PAGA Employees. If the Court approves the Settlement, all PAGA Employees (including employees who submit a Request for Exclusion) will release and discharge Defendant and the Released Parties from all claims, demands, rights, liabilities and causes of action under the California Labor Code Private Attorneys General Act of 2004, as asserted in the operative complaint that arose during the PAGA Period premised on the facts, claims, causes of action or legal theories described in the Released Class Claims and alleged in the letters to the LWDA dated September 14, 2022 and November 15, 2023) (collectively, the “PAGA Released Claim”).

You are a PAGA Employee if you were a non-exempt, hourly employee of Defendant Sunny Delight who worked at any time in California between September 14, 2021 and <<December 31, 2023, the date the Court enters an Order Granting Preliminary Approval, whichever is sooner, unless Defendant elects to close the Class Period pursuant to the Escalator Clause>>. The time period of the PAGA Release is the PAGA Period.

You cannot submit a Request for Exclusion from the PAGA Release.

The Released Class Claims and PAGA Release shall become effective on the date on which Defendant fully funds the Gross Settlement Amount and the employer’s share of payroll taxes (the “Effective Date of the Releases”).

Conditions of Settlement. The Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement as fair, reasonable, adequate and in the best interests of the Settlement Class, and the entry of Judgment.

How can I claim money from the Settlement?

Do Nothing. If you do nothing, you will be entitled to your share of the Settlement based on the proportionate number of workweeks you worked during the Class Period (as explained above), and as stated in the accompanying Notice of Settlement Award. You also will be bound by the Settlement, including the release of claims stated above.

What other options do I have?

Dispute Information in Notice of Individual Settlement Award. Your award is based on the proportionate number of workweeks you worked during the Class Period and pay periods you worked during the PAGA Period. The information contained in Defendant's records regarding all of these factors, along with your estimated Settlement Award, is listed on the accompanying Notice of Settlement Award. If you disagree with the information in your Notice of Individual Settlement Award, you may submit a dispute, along with any supporting documentation, in accordance with the procedures stated in the Notice of Individual Settlement Award. Any disputes, along with supporting documentation, must be postmarked no later than <<RESPONSE DEADLINE>>.

DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.

The Parties and the Settlement Administrator will evaluate the evidence submitted and discuss in good faith how to resolve any disputes submitted by Settlement Class Members. Unless the Court determines otherwise, the Settlement Administrator's decision regarding any dispute will be final.

Exclude Yourself from the Settlement. If you **do not** wish to take part in the Settlement, you may exclude yourself by completing, signing and mailing the enclosed Request for Exclusion Form directly to the Settlement Administrator at <<INSERT ADMINISTRATOR CONTACT INFO>>. Any person who files a timely Request for Exclusion from the Settlement shall, upon receipt by the Settlement Administrator, no longer be a Settlement Class Member, shall be barred from participating in any portion of the Class Action Settlement, and shall receive no benefits from the Class Action Settlement.

If you submit a Request for Exclusion, you will only be excluded from the Released Class Claims. You cannot submit a Request for Exclusion from the PAGA Release. You will receive a proportionate share of the PAGA Payment regardless of whether you exclude yourself from the Settlement if you were employed between September 14, 2021 and <<December 31, 2023, the date the Court enters an Order Granting Preliminary Approval, whichever is sooner, unless Defendant elects to close the Class Period pursuant to the Escalator Clause>>.

Do not submit both a Dispute and a Request for Exclusion. If you do, the Request for Exclusion will be invalid, you will be included in the Settlement Class, and you will be bound by the terms of the Settlement.

Objecting to the Settlement. You also have the right to object to the terms of the Settlement by either submitting a written objection or appearing at the Final Fairness Hearing. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to submit a written objection to the Settlement, or any portion of it, you may complete, sign and mail the enclosed Objection Form to the Settlement Administrator. Your written objection must include your name, address, phone number, the case name and number, and a concise reason for your objection, including the factual basis for it. Written objections must be postmarked on or before <<RESPONSE DEADLINE>>.

If you choose to object to the Settlement, you may also appear at the Final Approval Hearing scheduled for <<FINAL APPROVAL HEARING DATE/TIME>> in Department CX104 of the Orange County Superior Court, located at 751 W. Santa Ana Blvd., Santa Ana, CA 92701. You have the right to appear either remotely, in person or through your own attorney at this hearing. All objections or other correspondence must state the name and number of the case, which is *Rene Lopez v. Sunny Delight Beverages Co.*, Orange County Superior Court Case No. 30-2022-01280502-CU-OE-CXC.

Any Settlement Class Member who elects to appear personally at the Court for any reason related to this Lawsuit must comply with the Court's orders related to COVID-19. All such rules and orders can be located at the Court's website: <https://www.occourts.org/media-relations/CoronaVirusUpdate.html>

For more information on how to appear remotely, please visit the Court's website at <https://www.occourts.org/media-relations/civil.html>.

If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Settlement Class Members who do not object.

What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on <<FINAL APPROVAL HEARING DATE/TIME>>, in Department CX104 of the Orange County Superior Court, located at 751 W. Santa Ana Blvd., Santa Ana, CA 92701. The Court will consider any requests for exclusion, objections, and disputes at the Final Approval Hearing. The Court also will be asked to rule on Class Counsel's request for attorneys' fees and reimbursement of documented costs and expenses and the Service Award to the Class Representative. The Final Approval Hearing may be postponed without further notice to Settlement Class Members. **You are not required to attend the Final Approval Hearing, although any Settlement Class Member is welcome to attend the hearing.**

Any changes to date, time, or location of the Final Approval Hearing will be posted on the Settlement Administrator's website (<http://www. .com>). Notice of the Court's final judgment will be posted on the Settlement Administrator's website (<http://www. .com>).

How can I get additional information?

This Notice is only a summary of the Lawsuit and the Settlement. For more information, you may inspect the Court's files and the Settlement Agreement at the Office of the Clerk of the Orange County Superior Court, located at 751 W. Santa Ana Blvd., Santa Ana, CA 92701, during regular court hours. You may also access the documents at <https://civilwebshopping.occourts.org/Login.do>, enter the "01280502" for the Case Number and "2022" for the Year Filed. You may also contact Class Counsel using the contact information listed above for more information.

PLEASE DO NOT CALL OR WRITE THE COURT, DEFENDANTS OR THEIR ATTORNEYS FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS

REMINDER AS TO TIME LIMITS

The deadline for submitting any Disputes, Requests for Exclusion, or Objections is <<RESPONSE DEADLINE>>. These deadlines will be strictly enforced.

BY ORDER OF THE COURT ENTERED ON <<PRELIM APPROVAL DATE>>.

EXHIBIT B

NOTICE OF INDIVIDUAL SETTLEMENT AWARD
RENE LOPEZ V. SUNNY DELIGHT BEVERAGES CO.
Orange County Superior Court Case No. Case No. 30- 2022-01280502-CXC

You do NOT have to mail this Form to get your Individual Settlement Payment

Please complete, sign, date and return this form to <<ADMINISTRATOR CONTACT INFO>> ONLY IF (1) your personal contact information has changed, and/or (2) you wish to dispute any of the items listed in Section (III), below. It is your responsibility to keep a current address on file with the Settlement Administrator.

(I) Please type or print your name:

(First, Middle, Last)

(II) Please type or print the following identifying information if your contact information has changed:

Former Names (if any)

New Street Address

City

State

Zip Code

(III) Information Used to Calculate Your Individual Settlement Payment and Aggrieved Employee Payment:

According to Sunny Delight Beverages Co.'s records ("Sunny Delight"):

You worked _____ workweeks during the Class Period for Defendant as a non-exempt, hourly employees in California.

Based on the above, your Individual Settlement Award is estimated to be \$ _____ and PAGA Employee Payment is estimated to be \$ _____.

(IV) If you disagree with items in Section (III) above, please explain why in the space provided below and include copies of any supporting evidence or documentation with this form:

If you dispute the above information from Sunny Delight's records, Sunny Delight's records will control unless you are able to provide documentation that establishes that Sunny Delight's records are mistaken. If there is a dispute about whether Sunny Delight's information or yours is accurate, and the dispute cannot be resolved informally, the dispute will be resolved by the Parties and the Settlement Administrator as described in the "NOTICE OF PENDENCY OF CLASS ACTION AND PROPOSED CLASS AND PAGA SETTLEMENT" that accompanies this Form. Unless the Court orders otherwise, the Settlement Administrator will render all final decisions on disputes.

**ANY DISPUTES, ALONG WITH ANY SUPPORTING DOCUMENTATION, MUST BE
POSTMARKED NO LATER THAN <<RESPONSE DEADLINE>**

EXHIBIT C

REQUEST FOR EXCLUSION FORM

RENE LOPEZ V. SUNNY DELIGHT BEVERAGES CO.
Orange County Superior Court Case No. Case No. 30- 2022-01280502-CXC

**SUBMIT THIS FORM ONLY IF YOU WISH TO BE EXCLUDED FROM PARTICIPATING IN
THE CLASS ACTION SETTLEMENT**

By signing and returning this form, I represent that it is my desire to exclude myself from participating in the Settlement of the Class Action entitled ***Rene Lopez v. Sunny Delight Beverages Co.***, Case No. 30- 2022-01280502-CXC, and that I received notice of the Settlement. I understand by excluding myself, I will receive a PAGA Payment if I worked during the PAGA Period, but I will not receive any other money from the Settlement reached in this matter.

Please note: Any person who submits this form will not receive an Individual Settlement Payment.

Name (Please Print): _____
(First) (Middle) (Last)

Address: _____
(Street)

(City) (State) (Zip)

Last 4 Digits of Social Security Number: _____ Telephone No.: _____

Dated: _____ Signature: _____

**TO BE VALID, THIS FORM MUST BE POST-MARKED NO LATER THAN _____, 2024 AND
MAILED TO THE SETTLEMENT ADMINISTRATOR AT:**

Rene Lopez v. Sunny Delight Beverages Co
Administrator Name
c/o _____

EXHIBIT D

OBJECTION FORM

RENE LOPEZ V. SUNNY DELIGHT BEVERAGES CO.

Orange County Superior Court Case No. Case No. 30- 2022-01280502-CXC

**COMPLETE THIS FORM ONLY IF YOU WISH TO OBJECT TO THE
CLASS ACTION SETTLEMENT**

In order for you to object to the Class Action Settlement in *Rene Lopez v. Sunny Delight Beverages Co.*, you may either appear at the Final Fairness Hearing and object orally or you may submit a written object by completing the steps listed in 1-5 below. You are not required to appear in Court in order to object to the Settlement. However, if you are planning on appearing in Court, please circle "yes" in Section 3 below. If you are planning on appearing in Court at the Final Fairness Hearing to object to the Settlement, you are not required to, but may still complete all steps listed in 1-5 below.

1. Provide the following information:

Your Name (Please Print): _____
(First) (Middle) (Last)

Your Address: _____

Last 4 Digits of your Social Security Number: _____

2. Describe the reasons for your objection to the Settlement, including the factual basis for it (please attach additional documents if you need more space):

3. Do you intend to appear in Court at the Final Fairness Hearing, currently scheduled for [ADD DATE AND TIME].

Circle One: Yes No

4. Date and sign this form below:

Dated: _____ Signature: _____

5. COMPLETE AND MAIL THIS FORM TO THE SETTLEMENT ADMINISTRATOR AT THE ADDRESS BELOW SO THAT IT IS POST-MARKED NO LATER THAN _____.

Rene Lopez v. Sunny Delight Beverages Co.

Administrator Name

c/o _____

