

SECOND ADDENDUM TO THE STIPULATION OF CLASS AND PAGA ACTION SETTLEMENT

This Second Addendum to the Stipulation of Class and PAGA Action Settlement (“Addendum”) is made and entered into between Plaintiff Rene Lopez (“Plaintiff”), individually and on behalf of all members of the Settlement Class and Defendant Sunny Delight Beverages Co. (“Sunny Delight” or “Defendant”) (collectively the “Parties”) pursuant to Paragraph 16 of the Stipulation of Class and PAGA Action Settlement (“Stipulation”).

This Second Addendum incorporates by reference all terms and conditions of the Stipulation executed by the Parties on or about December 19, 2023. But for those specific terms and conditions that this Second Addendum modifies, all terms and conditions in the Stipulation will remain effective and enforceable provided the Court approves the Stipulation as amended. Any inconsistencies or differences between this Second Addendum and the Stipulation of Class and PAGA Action Settlement will be interpreted and construed in favor of this Second Addendum.

Paragraph 4.A is hereby superseded and replaced by the following language:

- A. Settlement Class Members’ Release: Settlement Class Members and Plaintiff will release any and all claims, demands, rights, liabilities and causes of action that were pled or reasonably could have been pled based on the factual allegations contained the Second Amended Complaint under any state law, federal law, common law, equity or other theory 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, and/or the California Labor Code) (collectively, the “Released Class Claims”). Notwithstanding the foregoing, the Released Class Claims do not include claims for 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 Fair Labor Standards Act (“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 Award.

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 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 following language will be printed on the reverse of each Settlement Award, or words to this effect: “By endorsing or otherwise negotiating this check, I acknowledge that I read, understood, and agree to the terms set forth in the Notice of Pendency of Class Action and Proposed Class and PAGA Settlement and I consent to join in the Fair Labor Standards Act (“FLSA”) portion of the *Rene Lopez v. Sunny Delight Beverages Co.*, Case No. 30-2022-01280502-CU-OE-CXC, elect to participate in the settlement of the FLSA claims, and agree to release all of my FLSA claims that are covered by the Settlement.”

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.

Paragraph 4.B is hereby superseded and replaced by the following language:

PAGA Release: PAGA Employees, including Plaintiff and those who timely and properly submit a Request for Exclusion as set forth below, will release and discharge Defendant and the Released Parties from all civil penalties available under PAGA based on the facts alleged in the operative complaint and alleged in the letters to the LWDA dated September 14, 2022 and November 15, 2023 (collectively, the “PAGA Released Claim”). The time period for the release of the PAGA Release against the Released Parties shall be the same time period as the PAGA Period. PAGA Employees may not opt-out of the PAGA Release.

Paragraph 4.D is hereby superseded and replaced by the following language:

The releases identified herein shall become effective on the date Defendant fully funds the Gross Settlement Amount and the employer’s share of payroll taxes pursuant to the terms of this Agreement (the “Effective Date of the Releases”). Upon the Effective Date of the Releases, all Settlement Class Members shall be deemed to have, and by operation of Judgment shall have, released, waived and relinquished the Released Class Claims, and all PAGA Employees and the State of California shall be deemed to have, and by operation of the Judgment shall have, released, waived and relinquished the PAGA Released Claim.

Paragraph 12.D is hereby superseded and replaced by the following language:

Objections. Members of the Settlement Class who do not request exclusion may object to this Settlement Agreement as explained in the Class Notice by filing a written objection with the Settlement Administrator (who shall serve all objections as received on Class Counsel and Sunny Delight’s counsel) or by appearing at the Final Fairness Hearing to object orally personally or through counsel. Sunny

Delight's counsel and Class Counsel shall file any responses to objections no later than the deadline to file the Motion for Final Approval. To be valid, any written objection must: (1) contain the objecting Settlement Class Member's full name and current address, as well as contact information for any attorney representing the objecting Settlement Class Member for purposes of the objection; (2) a concise statement of the objection; and (3) be postmarked no later than the Response Deadline. Members of the Settlement Class who do not request exclusion may also object to the Settlement by appearing at the Final Approval Hearing irrespective of whether they submitted any written objections.

Paragraph 12.E is hereby superseded and replaced by the following language:

Notice of Settlement Award / Disputes. Each Notice Packet mailed to a Settlement Class Member shall disclose the amount of the Settlement Class Member's estimated Settlement Award, including the Settlement Class Member's number of workweeks worked during the Class Period. Settlement Class Members will have the opportunity, should they disagree with Sunny Delight's records regarding the information stated in the Notice of Settlement Award, to provide documentation and/or an explanation to show contrary information. Any such dispute, including any supporting documentation, must be mailed to the Settlement Administrator and postmarked by the Response Deadline. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Parties shall file with the Court all disputes submitted by class members, including the evidence submitted and the resolution of the disputes. Although the Settlement Administrator may make the initial decision regarding claim disputes, the Court may review any initial decision made by the Settlement Administrator regarding a claim dispute. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Settlement Awards under the terms of this Settlement Agreement. In the absence of a dispute, the Settlement Administrator's determination of the eligibility for and amount of any Settlement Award shall be binding upon the Settlement Class Member and the Parties, unless the Court determines otherwise.

The attached **Exhibit A** (the Notice of Pendency of Class Action and Proposed Class and PAGA Settlement, Notice of Individual Settlement Award, Request for Exclusion Form, and Objection Form) hereby supersedes and replaces the Notice Packet attached as Exhibit A to the Settlement Agreement.

IT IS SO STIPULATED AND AGREED UPON BY THE PARTIES:

DATED: DEFENDANT SUNNY DELIGHT BEVERAGES
CO.

By: _____

Its: _____

DATED: Nov 11, 2024

PLAINTIFF RENE LOPEZ

By: 

By: Rene Lopez (Nov 11, 2024 12:03 PST)
Plaintiff and Settlement Class Representative

Dated: November 11, 2024

LIDMAN LAW, APC

By: 

Scott M. Lidman
Attorneys for Plaintiff

HOLLAND & KNIGHT LLP.

Dated: _____, 2024

By: _____
Samuel J. Stone
Attorneys for Defendant

IT IS SO STIPULATED AND AGREED UPON BY THE PARTIES:

DATED: 11/8/2024

DEFENDANT SUNNY DELIGHT BEVERAGES
CO.

Signed by:
By: Chris Conley
90BC4442F3D245D...
Its: CFO

DATED:

PLAINTIFF RENE LOPEZ

By: _____
Plaintiff and Settlement Class Representative

Dated: _____, 2024

LIDMAN LAW, APC

By: _____
Scott M. Lidman
Attorneys for Plaintiff

HOLLAND & KNIGHT LLP.

Dated: 11/8/2024, 2024

DocuSigned by:
By: Sam Stone
D706D2FB288145C...
Samuel J. Stone
Attorneys for Defendant

EXHIBIT A

EXHIBIT A

SUPERIOR COURT OF THE STATE OF CALIFORNIA

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,

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 or 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 is liable for civil penalties under the Labor Code Private Attorney General Act ("PAGA").

Defendant denies the claims and denies the Lawsuit is appropriate for class treatment. 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 and in light of the risks the Parties face with litigating, 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 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 or 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. 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 him for his 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 current and former hourly-paid non-exempt employees of Defendant Sunny Delight Beverages Co., who worked at any time during the PAGA Period in California. The “PAGA Period” shall mean the time period between September 14, 2021 and <<December 31, 2023 or 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 are a PAGA Employee and 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.

Payment by Defendant 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 to Class Members 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 reasonably could have been pled based on the factual allegations contained the Second Amended Complaint under any state law, federal law, common law, equity or other theory 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, and/or the California Labor Code). (collectively, the “Released Class Claims”). Notwithstanding the foregoing, the Released Class Claims do not include claims for 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 Members 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 civil penalties available under PAGA based on the facts alleged in the operative complaint and alleged in the letters to the LWDA dated September 14, 2022 and November 15, 2023 (collectively, the “PAGA Released Claim”).

PAGA Employee means: All current and former hourly-paid non-exempt employees of Defendant Sunny Delight Beverages Co., who worked at any time during the PAGA Period.. The PAGA Period shall mean the time period between September 14, 2021 and <<**December 31, 2023 or 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 releases identified herein shall become effective on the date Defendant fully funds the Gross Settlement Amount and the employer’s share of payroll taxes pursuant to the terms of this Agreement (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 (if any). 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. The Parties shall file with the Court all disputes submitted by class members, including the evidence submitted and the resolution of the disputes. Although the Settlement Administrator may make the initial decision regarding claim disputes, the Court may review any decision made by the Settlement Administrator regarding a claim dispute.

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 are a current or former hourly-paid non-exempt employees of Defendant Sunny Delight Beverages Co., who worked at any time during the PAGA Period in California (a "PAGA Employee"). The PAGA Period shall mean the time period between September 14, 2021 and <<December 31, 2023 or 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>>.

If you are a PAGA Employee, you will be bound by the PAGA Release even if you do not cash your check.

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. If you do not submit a Request for Exclusion, 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, and the case name and number, and a concise reason for your objection. 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>). Additionally, the Settlement Administrator will post on its website all key case documents, including the operative complaint, the PAGA notice letters, the settlement agreement, and any amendment thereto, the Notice Packet, the orders granting preliminary and final approval, and the judgment. The judgment will be posted on the settlement administrator's website for at least 180 days.

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 the Settlement Administrator and/or Class Counsel using the contact information listed above for more information.

PLEASE DO NOT CALL OR WRITE THE COURT, DEFENDANT OR DEFENDANT'S 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.

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. Please use your new address information below:

Former Names (if any)

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 ("Sunny Delight") records:

You worked [REDACTED] workweeks during the Class Period for Defendant as a non-exempt, hourly employee in California.

You worked [REDACTED] pay periods during the PAGA Period for Defendant as a non-exempt, hourly employee in California.

Based on the above, your Individual Settlement Award for the Class Period is estimated to be \$ [REDACTED] and your PAGA Employee Payment is estimated to be \$ [REDACTED].

(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>**

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
Phoenix Settlement Administrator
c/o _____

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 objection by completing the steps listed in 1-4 below. You are not required to appear in Court in order to object to the Settlement. 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 1-4 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 (please attach additional documents if you need more space):

3. Date and sign this form below:

Dated: _____ Signature: _____

**4. 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 _____

