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12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

13 **IN AND FOR THE COUNTY OF ORANGE**

14 NICOLE FRITCH, an individual, on
15 behalf of herself, and on behalf of all
16 persons similarly situated,

17 Plaintiffs,

18 vs.

19 THE COCA-COLA COMPANY, a
20 Corporation; and DOES 1 through 50,
21 inclusive,

22 Defendants.

CASE No. **30-2023-01313737-CU-OE-CXC**

**DECLARATION OF NORMAN
BLUMENTHAL IN SUPPORT OF MOTION
FOR FINAL APPROVAL OF CLASS
SETTLEMENT, ATTORNEYS' FEES,
COSTS AND SERVICE AWARD**

Hearing Date: September 25, 2025

Hearing Time: 2:00 p.m.

[Hearing scheduled by Order dated April 15,
2025]

Judge: Hon. Layne Melzer

Dept.: CX102

Action Filed: March 21, 2023

Trial Date: Not set

1 I, NORMAN B. BLUMENTHAL, declare as follows:

2 1. I am the managing partner of the law firm of Blumenthal Nordrehaug Bhowmik De Blouw
3 LLP, counsel of record for Plaintiff Nicole Fritch ("Plaintiff") in this matter. As such, I am fully familiar
4 with the facts, pleadings and history of this matter. The following facts are within my own personal
5 knowledge, and if called as a witness, I could testify competently to the matters stated herein. This
6 declaration is being submitted in support to the Plaintiff's motion for final approval of the class
7 settlement, including attorneys' fees, costs and service award.

8 2. Over the course of the litigation, a number of attorneys in my firm have worked on this
9 matter. Their credentials are reflected in the Blumenthal Nordrehaug Bhowmik De Blouw LLP firm
10 resume, a true and correct copy of which is attached hereto as Exhibit #1. Some of the major cases our
11 firm has undertaken are also set forth in Exhibit #1. The bulk of the attorneys involved in this matter at
12 Blumenthal Nordrehaug Bhowmik De Blouw LLP have had substantial class litigation experience in the
13 areas of employment class actions, unfair business practices and other complex litigation. The attorneys
14 at my firm have extensive experience in cases involving labor code violations and overtime claims. Class
15 Counsel has litigated similar overtime cases against other employers on behalf of employees, including
16 cases against Sharp Healthcare, Walmart, Legoland, Cigna, HealthNet, See's Candies, Securitas, Okta,
17 Advanced Home Health, El Pollo Loco, Total Renal, Panda Express, Walt Disney Resorts, Pharmaca,
18 Nortek Security, California Fine Wine, Solarcity, Walgreens, Space Exploration, Union Bank, Verizon,
19 Apple, Wells Fargo, Kaiser, Universal Protection Services, and California State Automobile Association.
20 Class Counsel have been approved as experienced class counsel during contested motions in state and
21 federal courts throughout California. It is this level of experience which enabled the firm to undertake the
22 instant matter and to successfully combat the resources of the defendants and their capable and
23 experienced counsel. Class Counsel have participated in every aspect of the settlement discussions and
24 have concluded the settlement is fair, adequate and reasonable and in the best interests of the Class.

25
26 3. Summary of the Proposed Settlement.

27 (a) A true and correct copy of the Class Action and PAGA Settlement Agreement and the
28 Stipulation to Modify Class Action and PAGA Settlement Agreement (collectively, the "Agreement")

1 between the parties is attached hereto as Exhibit #2. Plaintiff and Defendant The Coca-Cola Company
2 (“Defendant”) reached a full and final settlement of the above-captioned action, which is embodied in
3 the Agreement filed concurrently with the Court. As consideration for this Settlement, the Gross
4 Settlement Amount to be paid by Defendant is One Million Five Hundred Thousand Dollars (\$1,500,000)
5 (the “Gross Settlement Amount”). (Agreement at ¶¶ 1.23 and 3.1.) Under the Settlement, the Gross
6 Settlement Amount consists of the following elements: (1) payment of the Individual Class Payments to
7 the Participating Class Members; (2) Class Counsel Fees Payment and Class Counsel Litigation Expenses
8 Payment; (3) Administration Expenses Payment; (4) the Class Representative Service Payment to
9 Plaintiff; and (5) the PAGA Penalties payment. (Agreement at ¶ 1.22.)

10 (b) The Gross Settlement Amount does not include Defendant’s share of payroll taxes on the wage
11 portion of the Individual Class Payments. (Agreement at ¶ 3.1.) The Gross Settlement Amount shall be
12 all-in with no reversion to Defendant. (Agreement at ¶ 3.1.)

13 (c) Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary
14 to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than
15 10 calendar days after the Effective Date. (Agreement at ¶ 4.3.) The distribution of Individual Class
16 Payments to Participating Class Members along with the other Court-approved distributions shall be
17 made by the Administrator within fourteen (14) days after Defendant funds the Gross Settlement Amount.
18 (Agreement at ¶ 5.1.)

19 (d) The amount remaining in the Gross Settlement Amount after the deduction of Court-approved
20 amounts for Individual PAGA Payments, the LWDA PAGA Payment, the Class Representative Service
21 Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the
22 Administration Expenses Payment (called the “Net Settlement Amount”) shall be allocated to Class
23 Members as their Individual Class Payments. (Agreement at ¶¶ 1.29 and 3.2.) From the Net Settlement
24 Amount, the Individual Class Payment for each Participating Class Member will be calculated by (a)
25 dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class
26 Members during the Class Period and (b) multiplying the result by each Participating Class Member's
27 Workweeks. The Workweek calculation will exclude, for any *Flores* Settlement Members, those
28

1 workweeks worked from February 1, 2019 and February 23, 2022. (Agreement at ¶ 3.2(e).) Workweeks
2 will be based on Defendant's records, however, Class Members can challenge their number of
3 Workweeks.

4 (e) Class Members were sent the Court approved Class Notice using the procedure approved by
5 the Court by mailing the notice packets after updating class members' addresses using the National
6 Change of Address database and, for any notice packets returned as undeliverable, re-mailing such notices
7 to any forwarding address provided or updated address located. *See* forthcoming Declaration of
8 Cassandra Polites ("Polites Decl."). Class Members were provided with the opportunity to exclude
9 themselves or "opt out" if they did not want to participate in the settlement. Significantly, to date, there
10 have been no objections and only one request for exclusion. As such, nearly the entire Class (99.89%)
11 will participate in the Settlement and will be sent a settlement check. The Response Deadline is August
12 29, 2025, and therefore, the final results will be set forth in the Polites Decl. to be filed in advance of the
13 hearing on this motion. All Aggrieved Employees, including those who submit an opt-out request, will
14 be paid their allocation of the PAGA Penalties and will remain subject to the release of the PAGA
15 Released Claims regardless of their request for exclusion. (Agreement at ¶ 6.3 and 5.8(d)) Finally, the
16 Notice advised the Class Members of their right to object to the Settlement and/or dispute their
17 Workweeks. (Agreement at ¶¶ 8.6 and 8.7, Ex. A.)

18 (f) A Participating Class Member must cash his or her Individual Class Payment check within
19 180 days after it is mailed. (Agreement at ¶ 5.2.) Any settlement checks not cashed within 180 days will
20 be voided and any funds represented by such checks to the California Controller's Unclaimed Property
21 Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements
22 of C.C.P. § 384(b). (Agreement at ¶ 5.4.)

23 (g) ILYM Group, Inc. was appointed by the Court as the Administrator for the Settlement.
24 (Agreement at ¶ 1.2) From the Gross Settlement Amount, the Administrator will be paid for settlement
25 administration in an amount not to exceed \$12,000. (Agreement at ¶ 3.2(c).) The final Administration
26 Expenses Payment amount will be set forth in the forthcoming Polites Decl.

27 (h) Subject to Court approval, the Agreement provides for Class Counsel to be awarded a sum not
28 to exceed one-third of the Gross Settlement Amount, as the Class Counsel Fees Payment. (Agreement

1 at ¶ 3.2(b).) Class Counsel will also be allowed to apply separately for an award of Class Counsel
2 Litigation Expenses Payment in an amount not to exceed \$50,000. (Agreement at ¶ 3.2(b).) Subject to
3 Court approval, the Agreement provides for a payment of no more than \$10,000 to the Plaintiff as the
4 Class Representative Service Payment. (Agreement at ¶ 3.2(a).) In support of these requests for
5 attorneys' fees, reimbursement of expenses and service awards, Class Counsel is providing evidentiary
6 support, including lodestar.

7 (i) Subject to Court approval, the PAGA Penalties will be paid from the Gross Settlement
8 Amount for PAGA penalties under the California Private Attorneys General Act, Cal. Labor Code Section
9 2698, *et seq.* ("PAGA"). The PAGA Penalties are \$30,000. (Agreement at ¶ 3.2(d).) Pursuant to the
10 express requirements of Labor Code § 2699(i), the PAGA Payment shall be allocated as follows: 75%
11 shall be allocated to the Labor Workforce Development Agency ("LWDA") as its share of the civil
12 penalties and 25% allocated to the Individual PAGA Payments to be distributed to the Aggrieved
13 Employees based on the number of their respective PAGA Pay Periods. (Agreement at ¶ 3.2(d).) As set
14 forth in the accompany proof of service, the LWDA has been served with this motion and the Agreement.

15 (j) The Settlement is fair, adequate and reasonable to the class and should be finally approved for
16 the same reasons the Court granted preliminary approval of the Settlement, agreeing that the settlement
17 is "fair, adequate, and reasonable." (Preliminary Approval Order at ¶ 4.) In sum, the Settlement valued
18 at \$1,500,000 is an excellent result for the Class. This result is particularly favorable in light of the fact
19 that liability and class certification in this case were far from certain in light of the defenses asserted by
20 Defendant. Given the complexities of this case, the defenses asserted, the uncertainty of class
21 certification, along with the uncertainties of proof at trial and appeal, the proposed settlement is fair,
22 reasonable and adequate, and should be finally approved.

23
24 4. Procedural status of the settlement - In accordance with the Preliminary Approval Order
25 dated April 15, 2025("Preliminary Approval Order"), the approved Class Notice has been disseminated
26 to the Class. The reaction of the Class unequivocally supports approval of the Settlement. On June 30,
27 2025, the Administrator mailed the Court-approved Class Notice to the Class Members, which provided
28 each class member with the terms of the Settlement, including notice of the claims at issue and the

1 financial terms of the settlement, including the attorneys' fees, costs, and service award that were being
2 sought, how individual settlement awards would be calculated, and the specific, estimated payment
3 amount to that individual. In disseminating the notice, the Administrator followed the notice procedures
4 authorized by the Court in its Preliminary Approval Order. To date, there have been no objections and
5 only one request for exclusion. As such, nearly the entire Class (99.89%) will participate in the Settlement
6 and will be sent a settlement check. The Response Deadline is August 29, 2025, and therefore, the final
7 results will be set forth in the Polites Decl. to be filed in advance of the hearing on this motion
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9 5. Description of Plaintiff's claims - The Action generally alleges that Plaintiff and other
10 Class Members were not properly paid all overtime wages for hours worked and at the correct rate of pay,
11 were not provided meal and rest periods or paid premiums at the correct rate of pay in lieu thereof, were
12 not timely paid earned wages, were not provided reimbursement for required expenses, were not paid
13 accrued and used sick pay at the correct rate of pay, were not provided accurate itemized wage statements,
14 and were not paid all wages at the time of termination. The Action seeks unpaid wages, penalties, attorney
15 fees, litigation costs, and any other equitable or legal relief allegedly due and owing to Plaintiff and the
16 other Class Members by virtue of the foregoing claims.
17

18 6. Procedural History of the Litigation

19 (a) On January 10, 2023, Plaintiff filed with the LWDA and served on Defendant a notice under
20 Labor Code section 2699.3 identifying the alleged Labor Code violations to recover civil penalties on
21 behalf of Aggrieved Employees for various Labor Code violations ("PAGA Notice"). On February 1,
22 2023, Plaintiff commenced a class action Complaint against Defendant in the Superior Court of the State
23 of California, County of Orange. This class action Complaint asserted claims against Defendant for: (1)
24 unfair competition in violation of Cal. Bus & Prof. Code §§ 17200, et seq.; (2) failure to pay minimum
25 wages in violation of California Labor Code §§ 1194, 1197, and 1197.1; (3) failure to pay overtime wages
26 in violation of California Labor Code §§ 510, 1194 & 1198; (4) failure to provide required meal periods
27 in violation of Cal. Labor Code §§ 226.7 and 512; (5) failure to provide required rest periods in violation
28 of Cal. Labor Code §§ 226.7 and 512; (6) failure to provide accurate itemized wage statements in

1 violation of California Labor Code § 226; (7) failure to reimburse employees for required expenses in
2 violation of California Labor Code § 2802; (8) failure to provide wages when due in violation of
3 California Labor Code §§ 201, 202 and 203; and failure to pay sick pay wages in violation of California
4 Labor Code §§ 201-204, 233, 246.¹ On March 30, 2023, Defendant removed Plaintiff's Class Action
5 Complaint to the United States District Court for the Central District of California, where it is currently
6 pending under Case No. Case No. 8:23-cv-00576-JWH-E. On April 16, 2024, the Hon. John W.
7 Holcomb granted the Parties' Stipulation to Stay the Class Action and stayed the Class Action.

8 (b) On March 21, 2023, Plaintiff filed a separate Representative Action Complaint against
9 Defendant (the "PAGA Action"). Plaintiff's Representative Action Complaint asserted one cause of action
10 against Defendant for Civil Penalties Pursuant to Labor Code §§ 2699, et seq. for violations of Labor
11 Code §§ 201, 202, 203, 204, et seq., 210, 221, 226(a), 226.7, 227.3, 246, et seq., 510, 512, 558(a)(1),
12 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision
13 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14) (Failure to Provide Seating), and
14 the applicable Wage Order(s).

15 (c) As part of the Agreement, and for settlement purposes only, the Parties stipulate to the filing
16 of a First Amended Class and Representative Action Complaint in the PAGA Action that adds the claims,
17 allegations, and parties originally in the Class Action. The First Amended Class and Representative
18 Action Complaint shall be the operative complaint in the Action (the "Operative Complaint"). The First
19 Amended Class and Representative Action Complaint will be filed if the Court grants preliminary
20 approval of the settlement.

21 (d) Over the course of litigation, the Parties engaged in the investigation of the claims, including
22 formal and informal discovery, the production of documents, class data, and other information, allowing
23

24 ¹ Plaintiff also alleged individual (non-class) claims that Defendant: (a) Discriminated and
25 Retaliated in Violation of FEHA; (b) Failed To Engage in the Interactive Process in Violation of Cal.
26 Gov. Code § 12940(N); (c) Failed to Provide Reasonable Accommodation in Violation of Cal. Gov.
27 Code § 12940(m); and, (d) Wrongfully Terminated in violation of public policy. As explained in
28 paragraph 6.1(b) of the Agreement, Plaintiff is separately settling these individual claims. In addition
to the Gross Settlement Amount, Plaintiff will also separately be paid for resolution of her individual
claims alleged in causes of action 10 through 13 of the Operative Complaint as set forth in her separate
confidential individual settlement agreement.

1 for the full and complete analysis of liabilities and defenses to the claims in the Action. Plaintiff
2 performed formal discovery, which included the production and analysis of hundreds of pages of
3 documents. The information for mediation obtained by Plaintiff included: (1) data concerning the class;
4 (2) payroll data and time punch data for the class covering 100,091 shifts and 21,477 workweeks; (3)
5 Defendant's wage and hour policies; (4) the employment files for the Plaintiff; and, (5) samples of wage
6 statements provided by Defendant. As such, Class Counsel received the data and information for the
7 Class, which was sufficient for Plaintiff's expert to prepare the valuations of the claims for the Class.

8 (e) Class Counsel has extensive experience in litigating wage and hour class actions in California.
9 The Parties have vigorously litigated the Action since inception. During the course of litigation, the
10 Parties each performed analysis of the merits and value of the claims. Plaintiff and Defendant have
11 engaged in discovery, research and investigation in connection with the Action. Class Counsel has
12 thoroughly analyzed the value of the claims during the prosecution of this Action and utilized an expert
13 to perform an analysis of the data and valuation of the claims.

14 (f) Plaintiff and Defendant agreed to discuss resolution of the Action through a mediation. Prior
15 to mediation, the Parties engaged in the above investigation and the exchange of documents and
16 information in connection with the Action. On April 3, 2024, the Parties participated in an all-day
17 mediation presided over by Tripper Ortman, a respected and experienced mediator of wage and hour class
18 actions. Following the mediation, the Parties agreed on the basic terms of a settlement pursuant to a
19 mediator's proposal which was memorialized in the form of a Memorandum of Understanding. The
20 Parties then negotiated the final terms of the settlement as set forth in the Agreement. At all times, the
21 negotiations were arm's length and contentious.

22 (g) Although a settlement has been reached, Defendant denies any liability or wrongdoing of any
23 kind associated with the claims alleged in the Actions and further deny that, for any purpose other than
24 settlement, the Actions are appropriate for class and/or representative treatment. Defendant contends,
25 among other things, that it has complied at all times with the California Labor Code, applicable Wage
26 Order, and all other laws and regulations. Further, Defendant contends that class certification is
27 inappropriate for any reason other than for settlement. Plaintiff contends that Defendant violated
28 California wage and hour laws. Plaintiff further contends that the Action is appropriate for class

1 certification on the basis that the claims meet the requisites for class certification. Without admitting that
2 class certification is proper, Defendant has stipulated that the above Class may be certified for settlement
3 purposes only. (Agreement at ¶ 2.13.) The Parties agree that certification for settlement purposes is not
4 an admission that class certification is proper. Further, the Agreement is not admissible in this or any
5 other proceeding as evidence that the Class could be certified absent a settlement. Solely for purposes
6 of settling the Action, the Parties stipulate and agree that the requisites for establishing class certification
7 with respect to the Class are satisfied.

8 (h) Class Counsel has conducted an investigation into the facts of the class action. Both formal
9 and informal discovery was performed along with the production of hundreds of pages of relevant
10 documents. Class Counsel engaged in a thorough review and analysis of the relevant documents and data
11 with the assistance of an expert. Accordingly, the agreement to settle did not occur until Class Counsel
12 possessed sufficient information to make an informed judgment regarding the likelihood of success on
13 the merits and the results that could be obtained through further litigation. In addition, Class Counsel
14 previously negotiated settlements with other employers in actions involving nearly identical issues and
15 analogous defenses. Based on the foregoing data and their own independent investigation, evaluation and
16 experience, Class Counsel believes that the settlement with Defendant on the terms set forth in the
17 Agreement is fair, reasonable, and adequate and is in the best interest of the Class in light of all known
18 facts and circumstances, including the risk of significant delay, defenses asserted by Defendant, and
19 potential appellate issues.

20 21 7. History of Settlement Discussions

22 (a) This settlement is the result of extensive and hard-fought litigation as well as negotiations
23 before an experienced and well-respected mediator. Defendant has expressly denied and continues to deny
24 any wrongdoing or legal liability arising out of the conduct alleged in the Action. Plaintiff and Class
25 Counsel have determined that it is desirable and beneficial to the Class to resolve the Released Class
26 Claims of the Class in accordance with this Settlement, based upon the experience of Class Counsel who
27 has previously litigated similar claims against other employers.

28 (b) The Parties attended an arms-length mediation session with Tripper Ortman, Esq., a respected

1 and experienced mediator of wage and hour class actions, in order to reach this Settlement. In preparation
2 for the mediation, Defendant provided Plaintiff and Class Counsel with payroll and employment data and
3 other information regarding the Class Members, various internal documents, and other compensation and
4 employment-related materials. Class Counsel analyzed the data with the assistance of damages expert
5 Berger Consulting and prepared and submitted a mediation brief to the mediator. Following the all-day
6 mediation session, with after arms' length negotiations both during and after the mediation, the Parties
7 agreed to this Settlement based upon a mediator's proposal.

8 (c) From April 2024 to July 2024, the settlement agreement and exhibits thereto were finalized
9 and executed. On August 27, 2024, Plaintiff filed the motion for preliminary approval, and on February
10 28, 2025, the Court ordered the Parties to make revisions to (1) the definition of the "Released Class
11 Claims" and "Released PAGA Claims", (2) the "Response Deadline" for submission of opt out requests,
12 objections, and disputes, (3) the Class Notice, and (4) the Proposed Order. On March 27, 2025, the Parties
13 filed a Stipulation to Modify the Class Action and PAGA Settlement Agreement to address the Court's
14 concerns. Subsequently, the Court granted Plaintiff's Motion for Preliminary Approval, and on April 15,
15 2025, the Court entered an Order approving the settlement as fair, adequate, and reasonable to the Class.

16 (d) Plaintiff and Class Counsel believe that this settlement is fair, reasonable and adequate. In
17 my judgment as experienced Class Counsel, this Settlement should be finally approved.

18
19 8. The outcome of this case would have been uncertain and fraught with risks.

20 (a) Here, a number of defenses asserted by Defendant present serious threats to the claims of the
21 Plaintiff and the other Class Members. Defendant asserted that Defendant's practices complied with all
22 applicable Labor laws. Defendant argued that Class Members were paid for all time worked and that all
23 work time was properly recorded. Defendant argued that there was no miscalculation of the regular rate.
24 Defendant contended that its meal and rest period policies fully complied with California law and
25 Defendant did not fail to provide the opportunity for legally required meal and rest breaks. Defendant
26 contended that there was no failure to pay for business expenses, and that a company cell phone was
27 provided to Plaintiff (and other employees), so any cell phone usage was merely convenient and voluntary
28 such that reimbursement was not legally required. Finally, Defendant could argue that the Supreme Court

1 decision in *Brinker v. Superior Court*, 53 Cal. 4th 1004 (2012), weakened Plaintiff's claims, on liability,
2 value, and class certifiability as to the meal and rest period claims. Defendant also argues that based on
3 its facially lawful practices, Defendant acted in good faith and without willfulness, which if accepted
4 would negate the claims for waiting time penalties and/or inaccurate wage statements. See e.g. *Naranjo*
5 *v. Spectrum Sec. Servs., Inc.*, 15 Cal. 5th 1056, 1065 (2024) ("if an employer reasonably and in good faith
6 believed it was providing a complete and accurate wage statement in compliance with the requirements
7 of section 226, then it has not knowingly and intentionally failed to comply with the wage statement
8 law.") If successful, Defendant's defenses could eliminate or substantially reduce any recovery to the
9 Class. While Plaintiff believes that these defenses could be overcome, Defendant maintains these
10 defenses have merit and therefore present a serious risk to recovery by the Class.

11 (b) There was also a significant risk that, if the Action was not settled, Plaintiff would be unable
12 to obtain a certified class and maintain the certified class through trial, and thereby not recover on behalf
13 of any other employees. At the time of the mediation, Defendant forcefully opposed the propriety of class
14 certification, arguing that individual issues precluded class certification. Further, as demonstrated by the
15 California Supreme Court decision in *Duran v. U.S. Bank National Assn.*, 59 Cal. 4th 1 (2014), there are
16 significant hurdles to overcome for a class-wide recovery even where the class has been certified. While
17 other cases have approved class certification in wage and hour claims, class certification in this action
18 was hotly disputed and the maintenance of a certified class through trial was by no means a foregone
19 conclusion.

20 (c) As demonstrated by the decision in *Duran*, the complexities and duration of further litigation
21 cannot be overstated. There is little doubt that Defendant would post a bond and appeal in the event of
22 an adverse judgment. A post-judgment appeal by Defendant would have required many more years to
23 resolve, assuming the judgment was affirmed. If the judgment was not affirmed in total, then the case
24 could have dragged on for years after the appeal. The benefits of a guaranteed recovery today outweigh
25 an uncertain result three or more years in the future. Plaintiff and Class Counsel recognize the expense
26 and length of a trial against Defendant through possible appeals which could take at least another two or
27 three years. Class Counsel also have taken into account the uncertain outcome, the risk of litigation,
28 especially in complex actions such as this one. Class Counsel are also mindful of and recognize the

1 inherent problems of proof under, and alleged defenses to, the claims asserted in the Action. Moreover,
2 post-trial motions and appeals would have been inevitable. Costs would have mounted and recovery
3 would have been delayed if not denied, thereby reducing the benefits of an ultimate victory. The
4 Settlement confers substantial benefits upon the Class. Based upon their evaluation, Plaintiff and Class
5 Counsel have determined that the Settlement set forth in the Agreement is in the best interest of the Class.

6 (d) The Settlement in this case is fair, reasonable and adequate considering Defendant's defenses
7 to Plaintiff's claims. As set forth in the Declaration of Nordrehaug in support of preliminary approval
8 which discussed the value of the class claims in detail, the Gross Settlement Amount compares favorably
9 to the value of the claims. Based upon 930 Class Members who collectively worked an estimated 107,411
10 workweeks, the Gross Settlement Amount provides an average value of \$1,612.90 per Class Member and
11 \$13.96 per workweek and, after deductions, the Net Settlement Amount provides an average recovery
12 of \$965.59 per Class Member and a recovery of \$8.36 per workweek. The calculations to compensate for
13 the amount due for the Class at the time of the mediation were calculated by Berger Consulting,
14 Plaintiff's damage expert. As to the Class whose claims are at issue in this Action, Plaintiff used the
15 expert to analyze the data and determine the potential unpaid wages for the employees. For the Class,
16 maximum potential damages as calculated by Plaintiff's expert were calculated to be \$4,392,741 for the
17 alleged unpaid wages due to off-the-clock work based upon 1 hour per week, \$99,078 for the alleged
18 unpaid overtime due to miscalculation of the regular rate, \$8,910 in alleged underpaid meal premiums
19 and sick pay due to the miscalculation of the regular rate, \$1,503,424 for alleged meal period damages
20 based upon a 10.7% potential violation rate observed in the time records for shifts worked and after
21 deducting meal premiums already paid by Defendant, \$1,557,946 for alleged rest period damages based
22 on the same 10.7% potential violation rate observed for meal periods, and \$139,235 for alleged
23 unreimbursed business expenses for personal cell phone usage at \$5 per month. As a result, the total
24 damage valuation was calculated that Defendant was subject to a maximum damage claim in the amount
25 of \$7,701,334. As to potential penalties, Plaintiff calculated that potential waiting time penalties were a
26 maximum of between \$2,528,693 and \$2,918,288, depending on the predicate violation, and potential
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1 wage statement penalties were \$2,472,000.² Defendant vigorously disputed Plaintiff's calculations and
2 exposure theories. Consequently, the Gross Settlement Amount of \$1,500,000 is equivalent to the
3 maximum damages in this Action, and represents more than 19% of the maximum value of the alleged
4 damages at issue in this case at the time this Settlement was negotiated.³ Importantly, the recent decision
5 that good faith belief of compliance by the employer in *Naranjo v. Spectrum Sec. Servs., Inc.*, 15 Cal. 5th
6 1056, 1065 (2024), could completely negate the claims for waiting time and wage statement penalties,
7 even if wages were owed to the Class. The above maximum calculations should then be adjusted in
8 consideration for both the risk of class certification and the risk of establishing class-wide liability on all
9 claims. Given the amount of the settlement as compared to the potential value of claims in this case and
10 the defenses asserted by Defendant, this settlement is fair and reasonable.⁴ Clearly, the goal of this
11 litigation has been met.

12 (e) In sum, the Settlement is a fair and reasonable result, and provides the Class with a significant
13 recovery, particularly when viewed in light of the fact that the Defendant asserted serious and substantial
14 defenses both to liability and to class certification. The maximum, average and minimum class member
15

16 ² While Plaintiff alleged claims for statutory penalties pursuant to Labor Code Sections 203 and 226,
17 at mediation Plaintiff recognized that these claims were subject to additional, separate defenses asserted
18 by Defendant, including, a good faith dispute defense as to whether any premium wages for meal or rest
19 periods or other wages were owed given Defendant's position that Plaintiff and Class Members were
20 properly compensated. See *Nordstrom Commission Cases*, 186 Cal. App. 4th 576, 584 (2010) ("There
is no willful failure to pay wages if the employer and employee have a good faith dispute as to whether
and when the wages were due.").

21 ³ Because the PAGA claim is not a class claim and primarily is paid to the State of California,
22 Plaintiff did not included the PAGA claim in this discussion of the value of the class claims. The
23 PAGA claim was addressed in the Declaration of Kyle Nordrehaug at ¶33 filed in support of Plaintiff's
Motion for Preliminary Approval.

24 ⁴ See *Glass v. UBS Fin. Servs.*, 2007 U.S. Dist. LEXIS 8476 (N.D. Cal. 2007) (approving a
25 settlement where the settlement amount constituted approximately 25% of the estimated overtime
26 damages for the class); *Stovall-Gusman v. W.W. Granger, Inc.*, 2015 U.S. Dist. LEXIS 78671, at *12
27 (N.D. Cal. 2015) (granting final approval where "the proposed Total Settlement Amount represents
28 approximately 10% of what class might have been awarded had they succeeded at trial."); *Viceral v.*
Mistras Grp., Inc., 2016 WL 5907869 (N.D. Cal. 2016) (approving wage and hour class action
settlement amounting to 8.1% of full value); *Ma v. Covidien Holding, Inc.*, 2014 WL 2472316, (C.D.
Cal. 2014) (approving wage and hour class action settlement worth "somewhere between 9% and 18%"
of maximum valuation).

1 allocations Declaration of Cassandra Polites to be filed after the August 29, 2025 Response Deadline and
2 in advance of the hearing on this motion. Given the complexities of this case, the defenses, along with
3 the uncertainties of proof and appeal, the proposed Settlement is fair, reasonable and adequate, and should
4 be finally approved.

5 (f) It is impossible to predict with certainty whether, under the facts of this case, Plaintiff would
6 prevail against the Defendant's factual and legal defenses. While Plaintiff and Class Counsel believe in
7 the merits of the claims, Defendant have asserted real and substantial defenses to these claims and to class
8 certification. Settlement in this case clearly benefits the Class when measuring the strengths of Plaintiff's
9 case and the risk of establishing class wide liability and damages.

10
11 **ATTORNEYS' FEES, LITIGATION EXPENSES AND SERVICE AWARD**

12 9. The Agreement For The Payment of Fees and Expenses Is Appropriate And Should Be
13 Enforced

14 (a) Class Counsel successfully negotiated a class action settlement which provides for a common
15 fund settlement to be paid by Defendant to the Class in the amount of One Million Five Hundred
16 Thousand Dollars (\$1,500,000). (Agreement at ¶¶ 1.23 and 3.1.) As part of the settlement, the parties
17 agreed to an award of attorneys' fees equal to one-third (1/3) of the Gross Settlement Amount as the Class
18 Counsel Fees Payment. (Agreement at ¶ 3.2(b).) By this motion, Class Counsel respectfully requests
19 approval of the Class Counsel Fees Payment in an amount equal to one-third of the Gross Settlement
20 Amount.

21 (b) In the class action context, that means "attempting to award the fee that informed private
22 bargaining, if it were truly possible, might have reached." Here, informed arms-length bargaining between
23 experienced counsel and Defendant resulted in Defendant negotiating the fee award to one-third of the
24 Gross Settlement Amount. Such bargaining is obviously the best measure of the market for fees.
25 Moreover, fee awards in common fund settlements as this one have resulted in a percentage of fees in an
26 equivalent percentage to the sum sought by Class Counsel herein, further reflecting the accurate market
27 value of the award requested.

1 (c) The requested fee award, agreed to by the parties as part of the Settlement, should be
2 approved. The requested fee award was bargained for during arms' length adversarial bargaining by
3 counsel for each of the parties as part of the Settlement.

4
5 10. The Class Counsel Fee Award Is Properly Calculated as a Percentage of the Total Value
6 Created for the Benefit of the Class

7 (a) As part of the settlement, the Parties agreed to an award of attorneys' fees equal to one-third
8 of the Gross Settlement Amount of \$1,500,000 which equals \$500,000 for attorneys' fees. As part of the
9 Agreement, Defendant also agreed that Class Counsel will also be paid reasonable litigations expenses
10 incurred as per Class Counsel's billing statement in an amount not to exceed \$50,000. Finally, Defendant
11 also agreed that Plaintiff can be awarded a Class Representative Service Payment in the amount of
12 \$10,000 as her service award under the Agreement.

13 (b) In defining a reasonable fee, the Court should mimic the marketplace for cases involving a
14 significant contingent risk such as this one. Our legal system places unique reliance on private litigants
15 to enforce substantive provisions of employment law through class actions. Therefore, attorneys providing
16 these substantial benefits should be paid an award equal to the amount negotiated in private bargaining
17 that takes place in the legal market place.

18 (c) There is a substantial difference between the risk assumed by attorneys being paid by the hour
19 and attorneys working on a contingent fee basis. The attorney being paid by the hour can go to the bank
20 with his fee. The attorney working on a contingent basis can only log hours while working without pay
21 towards a result that will hopefully entitle him to a marketplace contingent fee taking into account the risk
22 and other factors of the undertaking. Otherwise, the contingent fee attorney receives nothing. In this case,
23 the nature of the fee was wholly contingent. Class Counsel subjected themselves to this contingent fee
24 market risk in this all or nothing contingent fee case wherein the necessity and financial burden of private
25 enforcement makes the requested award appropriate. This case was litigated on a contingent basis for
26 over one year, with all of the risk factors inherent in such an uncertain undertaking. Indeed, I am aware
27 of other similar cases where the court dismissed the class allegations or denied class certification. Under
28

1 such circumstances, courts have held that a risk multiplier must be applied to the fee award.

2 (d) Here, the contingent nature of the fee award, both from the point of view of eventual
3 settlement and the point of view of establishing eligibility for an award, also warrant the requested fee
4 award. A number of difficult issues, the adverse resolution of any one of which could have doomed the
5 successful prosecution of the action, were present here. Attorneys' fees in this case were not only
6 contingent but risky, with a very real chance that Class Counsel would receive nothing at all for their
7 efforts, having devoted time and advanced costs. Class Counsel has previously invested in cases which
8 resulted in no recovery, and here Class Counsel is recovering a fee award that comparable to the
9 multiplier approved in other cases.

10 (e) At the time this case was brought, the result was far from certain as discussed above at
11 paragraphs 8(a) and 8(b).

12 (f) The Settlement was possible because Defendant recognized the risks that Plaintiff could
13 potentially prevail on any or all of the contested issues regarding liability, and obtain class certification.
14 In successfully navigating these hurdles Class Counsel displayed the necessary skills in both wage and
15 hour and class action litigation. The high quality of the Class Counsel's work in this case was mandated
16 by the vigorous defense presented by counsel for Defendant. Over the last years of litigation, Class
17 Counsel was required to invest substantial time and resources in investigation, litigation, the
18 determination of potential damages and communicating with and responding to opposing counsel's and
19 class members' requests and inquiries.

20 (g) To represent the Class on a contingent fee basis, Class Counsel also had to forego
21 compensable hourly work on other cases to devote the necessary time and resources to this contingent
22 case. In so doing, Class Counsel gave up the hourly work that a firm can bank on for the risky contingent
23 fee work in this case which could potentially have paid nothing.

24 (h) Class Counsel were required to advance all costs in this litigation. Especially in this type of
25 litigation where the corporate defendant and their attorneys are well funded, this can prove to be very
26 expensive and risky. Accordingly, because the risk of advancing costs in this type of litigation can be
27 significant, it is therefore cost prohibitive to many attorneys. The financial burdens undertaken by
28

1 Plaintiff and Class Counsel in prosecuting this action on behalf of the Class were very substantial. Class
2 Counsel has previously litigated cases and advanced costs, but received no recovery. To date, Class
3 Counsel advanced more than \$39,000 in costs which could not have been recovered if this case had been
4 lost. The Plaintiff also undertook the risk of liability for Defendant's costs had this case not succeeded,
5 as well as other potential negative financial ramifications from having sued Defendant on behalf of the
6 Class. Accordingly, the contingent nature of the fee and the financial burdens on Class Counsel and on
7 Plaintiff also support the requested awards.

8 (i) In a common fund settlement "[t]he lodestar method is merely a cross-check on the
9 reasonableness of a percentage figure." *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1050, n.5 (9th Cir.
10 2002). In this case, the reasonableness of the requested attorneys' fee of one-third equal to \$500,000 is
11 also established by reference to Class Counsel's lodestar in this matter **The contemporaneous billing**
12 **records for Class Counsel evidence that through August 29, 2025, Class Counsel's total lodestar**
13 **is \$354,783.75, with significant additional fees still to be incurred to complete final approval and**
14 **the settlement process.** Exhibit #3 The requested fee award is therefore currently equivalent to Class
15 Counsel's total lodestar with a reasonable multiplier cross-check of 1.4, and there will be additional
16 lodestar incurred by Class Counsel to complete the settlement process and manage the settlement
17 distribution and reports. As evidenced by the billing, Class Counsel's work was efficiently performed and
18 highly successful, and Class Counsel should not be punished for efficient and successful litigation. As
19 a result, this Court may conclude that the requested award is fair and reasonable and is justified under
20 California law.⁵

21 (j) Counsel retained on a contingency fee basis, whether in private matters or in representative
22 litigation of this sort, is entitled to a premium beyond his standard, hourly, non-contingent fee schedule
23

24 ⁵ Class Counsel's hourly rates used in the lodestar are also reasonable. Class Counsel's hourly rates
25 have been approved by Court's throughout California, including the Courts in the Superior Court of
26 California. Finally, the reasonableness of Class Counsel's hourly rates is further confirmed by
27 comparing such rates with the rates of comparable counsel practicing complex and class litigation as
28 detailed in the National Law Journal Billing Survey. See *Zest IP Holdings, LLC v. Implant Direct*
MFG., LLC, 2014 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014) (finding that "Mayer Brown's \$775
average billing rate for partners" and "Mayer Brown's \$543 average associate billing rate" are
reasonable rates when compared within 21 other firms practicing in the Southern District of California.).

1 in order to compensate for both the risks and the delay in payment for the simple fact that despite the most
2 vigorous and competent of efforts, success is never guaranteed. This is particularly true here where Class
3 Counsel has prosecuted this case on a contingency basis for over a year. Indeed, if counsel is not
4 adequately compensated for the risks inherent in difficult class actions, competent attorneys will be
5 discouraged from prosecuting similar cases.

6 11. On December 4, 2018, in *Panda Express Wage and Hour Cases* (Los Angeles Superior
7 Court, Case No. JCCP 4919), Judge Carolyn Kuhl awarded Class Counsel a one-third fee award in a wage
8 and hour class settlement. On January 31, 2020, in *El Pollo Loco Wage and Hour Cases* (Orange County
9 Superior Court Case No. JCCP 4957), Judge William Claster awarded Class Counsel a one-third award
10 in a wage and hour class settlement. On February 11, 2020, in *Singh v. Total Renal Care* (San Francisco
11 Superior Court Case No. CGC-16-550847), Judge Ethan Schulman awarded Class Counsel a one-third
12 award in a wage and hour class settlement. On April 15, 2021, in *Walker v. Brink's Global Services USA*
13 (Los Angeles County Superior Court Case No. BC564369), Judge Amy Hogue awarded Class Counsel
14 a one-third award in a wage and hour class settlement. On June 2, 2021, in *Pacia v. CIM Group, L.P.* (Los
15 Angeles Superior Court Case No. BC709666), Judge Amy D. Hogue awarded Class Counsel a one-third
16 fee award in a wage and hour class settlement. On November 8, 2021, in *Securitas Wage and Hour Cases*
17 (Los Angeles Superior Court Case No. JCCP4837), Judge David Cunningham awarded a one-third fee
18 award in a wage and hour class settlement. On November 17, 2021, in *Leon v. Sierra Aluminum*
19 *Company* (San Bernardino Superior Court Case No. CIVDS2010856), Judge David Cohn awarded a
20 one-third fee award in a wage and hour class settlement. On March 17, 2022, in *See's Candies Wage and*
21 *Hour Cases* (Los Angeles Superior Court Case No. JCCP5004), Judge Maren Nelson awarded a one-third
22 fee award in a wage and hour class action settlement. On April 12, 2022, in *O'Donnell v. Okta, Inc.* (San
23 Francisco Superior Court Case No. CGC-20-587665), Judge Richard Ulmer awarded a one-third fee
24 award in a wage and hour class action settlement. On June 30, 2022, in *Armstrong, et al. v. Prometric*
25 *LLC* (Los Angeles Superior Court Case No. 20STCV29967), Judge Maren E. Nelson awarded a one-third
26 fee award in a wage and hour class action. On July 13, 2022, in *Crum v. S&D Carwash Management LLC*
27 (Sacramento Superior Court Case No. 2019-00251338), Judge Christopher E. Krueger awarded a one-
28

1 third fee award in a wage and hour class action settlement. On August 10, 2022, in *Spears, et al. v. Health*
2 *Net of California, Inc.* (Sacramento Superior Court Case No. 34-2017-00210560-CU-OE-GDS), Judge
3 Christopher E. Krueger awarded a one-third fee award in a wage and hour class action settlement. On
4 September 7, 2022, in *Lucchese, et al. v. Kone, Inc.* (San Francisco Superior Court Case No. CGC-20-
5 588225), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage and hour class action
6 settlement. On November 4, 2022, in *Infinity Energy Wage and Hour Cases* (San Diego Superior Court,
7 Case No. JCCP5139), Judge Keri Katz awarded a one-third fee award in a wage and hour class action
8 settlement. On February 1, 2023, in *Hogan v. AECOM Technical Services, Inc.* (Los Angeles Superior
9 Court Case No. 19STCV40072), Judge Stuart Rice awarded a one-third fee award in a wage and hour
10 class settlement. On February 28, 2023, in *Farthing v. Milestone Technologies* (San Francisco Superior
11 Court Case No. CGC-21-591251), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage
12 and hour class action settlement. On March 2, 2023, in *Leon v. Calaveras Materials* (Kings County
13 Superior Court Case No. 21C-0105), Judge Melissa D'Morias awarded a one-third fee award in a wage
14 and hour class settlement. On June 20, 2023, in *Gonzalez v. Pacific Western Bank* (San Bernardino
15 County Superior Court Case No. CIVSB2127657), Judge David Cohn awarded a one-third fee award in
16 a wage and hour class settlement, On June 30, 2023, in *Aguirre v. Headlands Ventures* (Sacramento
17 County Superior Court Case No. 34-2021-00297290), Judge Jill Talley approved a one-third fee award
18 in a wage and hour class settlement. On October 16, 2023, in *Flores v. Walmart* (San Bernardino County
19 Superior Court Case No. CIVDS2023061), Judge Joseph T. Ortiz awarded a one-third fee award in a
20 wage and hour class settlement. On November 17, 2023, in *Silva v. Woodward HRT* (Los Angeles
21 County Superior Court Case No. 21STCV42692), Judge Maren Nelson awarded a one-third fee award
22 in a wage and hour class settlement. On November 29, 2023, in *Ochoa-Andrade v. See's Candies* (San
23 Mateo County Superior Court Case no. 22-CIV-02481), Judge Marie Weiner approved a one-third fee
24 award in a wage and hour class settlement. On September 12, 2024, in *Murdock v. Aspen Surgery Center*
25 (Contra Costa County Superior Court Case No. MSC21-02047), Judge Charles Treat approved a one-third
26 fee award in a wage and hour class settlement. On October 8, 2024, in *Rattler v. Pacific Coast Container*
27 (Alameda Superior Court Case No. 22CV015216), Judge Michael Markman approved a one-third fee
28

1 award in a wage and hour class settlement. On January 14, 2025, in *Curry v. United Health Care Staffing*
2 (San Francisco Superior Court Case No. CGC-21-597339), Judge Curtis Karnow approved a one-third
3 fee award in a wage and hour class settlement. On January 17, 2025, in *Virgen v. Curaleaf* (Sacramento
4 County Superior Court Case No. 34-2022-00314655), Judge Lauri Damrell approved a one-third fee
5 award in a wage and hour class settlement. On February 7, 2025, in *Wong v. Nurse Logistics* (Santa Clara
6 County Superior Court Case No. 22CV408939), Judge Theodore Zayner approved a one-third fee award
7 in a wage and hour class settlement. A fee award equal to one-third of the common fund is therefore
8 reasonable in light of the fees that have been awarded in other similar cases.

9 12. **The contemporaneous billing records for Class Counsel evidence that through**
10 **August 29, 2025, Class Counsel's total lodestar is \$354,783.75, with significant additional fees still**
11 **to be incurred to complete final approval and the settlement process.** Exhibit #3. From December
12 18, 2022 to August 29, 2025, my firm worked on this matter for over 469 hours, with hourly rates for
13 attorneys ranging from \$450 to \$995, resulting in a total incurred lodestar for my firm in the amount of
14 \$354,783.75. The requested fee award is therefore currently equivalent to Class Counsel's total lodestar
15 with a reasonable multiplier cross-check of 1.4, and there will be additional lodestar incurred by Class
16 Counsel to complete the settlement process and manage the settlement distribution and reports. A
17 detailed breakdown of the total fees and the services performed by the firm on this case is attached hereto
18 as Exhibit #3. In addition, Class Counsel will be performing significant additional work that is not
19 included in this lodestar amount, including finalizing the final approval motion, attending the hearing on
20 final approval, and monitoring completion of the settlement process. I expect this additional work will
21 result in \$20,000 in additional lodestar for my firm. The rates charged by my firm are in line with the
22 prevailing rates of attorneys in the local legal community for similar work and, if this were a commercial
23 matter, these are the charges that would be made and presented to the client. My firm's hourly rates are
24 based upon the Laffey Matrix with the appropriate 2% increase adjustment for Southern California. A
25 true and correct copy of the current Laffey Matrix is attached hereto as Exhibit # 4. These hourly rates
26 have been approved by Court's throughout California, including the Courts in the Superior Court of
27 California. In fact, on August 1, 2018, District Judge Andre Birotte Jr. explicitly found that Class
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Counsel’s “rates generally appear reasonable and ‘in line with those prevailing in the [relevant] community’—the Central District of California”. Finally, the reasonableness of Class Counsel’s hourly rates is further confirmed by comparing such rates with the rates of comparable counsel practicing complex and class litigation as detailed in the National Law Journal Billing Survey. *See e.g. Zest IP Holdings, LLC v. Implant Direct MFG., LLC*, 2014 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014) (finding that “Mayer Brown's \$775 average billing rate for partners” and “Mayer Brown's \$543 average associate billing rate” are reasonable rates when compared within 21 other firms practicing in the Southern District of California.) This survey is useful to show that Class Counsel’s rates are in line with the comparable rates of the defense counsel that opposes these types of class claims, such as Mayer Brown noted above who is defense counsel in cases currently being prosecuted by Class Counsel. In another example, Sheppard Mullin Richter & Hampton, who is opposing counsel in many cases prosecuted by Class Counsel, charges rates as high as \$875 for partners and \$535 for associates. Similarly, Paul Hastings, another opposing counsel in these types of cases, charges between \$900 and \$750 for partners and \$755 and \$335 for associates. Thus, the rates charged by Class Counsel for comparable work are less than these examples, and are therefore undoubtedly reasonable. Therefore, the requested fee award as a percentage of the fund is supported by the currently lodestar incurred with a reasonable multiplier which will be even less by the completion of the settlement. This is comparable to the multipliers approved in other cases. The requested award is therefore reasonable viewed by the Lodestar/Multiplier cross-check.

Litigation Expenses

13. As part of the Agreement at paragraph 3.2(b), that Class Counsel may seek a “Class Counsel Litigation Expenses Payment of not more than \$50,000.” Class Counsel requests reimbursement for incurred litigation expenses and costs in the amount of \$34,371.36 based upon counsel’s billing records, which is less than the “not to exceed” amount of \$50,000. These litigation expenses include filing fees, mediation expenses, expert expenses (Berger Consulting), attorney service charges (Knox, OneLegal), and documents purchased from the Court’s website, all of which are costs normally billed to

1 the client.⁶ The details of the litigation expenses incurred are set forth in Exhibit #3. These costs were
2 reasonably incurred in the prosecution of the Action.

3
4 Service Awards

5 14. For her service as the only class representative, Plaintiff should be awarded the agreed
6 service award of \$10,000 in accordance with the Agreement for her time, risk and effort expended on
7 behalf of the Class as the class representative. (Agreement at ¶ 3.2(a).) Defendant has agreed to this
8 payment and there have been no objections to the requested service award. Plaintiff's Declaration is
9 submitted in support of this request and are attached hereto as Exhibit #5. As the only representative of
10 the Class, Plaintiff performed her duties to the Class admirably and without exception. Plaintiff worked
11 extensively with Class Counsel during the course of the litigation, responding to numerous requests,
12 searching for documents, working with counsel, and reviewing the settlement documentation. Plaintiff's
13 Declaration details the involvement, stress and risks she undertook as a result of this Action. Plaintiff
14 also assumed the serious risk that they might possibly be liable for costs and fees to Defendant, as well
15 as the reputational risk of being "blacklisted" by other future employers for having filed a class action on
16 behalf of fellow former employees. Without the Plaintiff's participation, cooperation and information,
17 no other employees would be receiving any benefit. The payment of service awards to successful class
18 representatives is appropriate and the amount of \$10,000 is well within the currently awarded range for
19 similar settlements. The requested award is also reasonable by reference to the amounts that other
20 California courts have found to be reasonable in wage and hour class action settlements: *Andrews v.*
21 *Plains All Am. Pipeline L.P.*, 2022 U.S. Dist. LEXIS 172183, at *11 (C.D. Cal. 2022) (finding that the
22 requested service awards of \$15,000 each are appropriate); *Reynolds v. Direct Flow Med., Inc.*, 2019 U.S.
23 Dist. LEXIS 149865, at *19 (N.D. Cal. 2019) (granting request for \$12,500 service award); *Mathein v.*
24 *Pier 1 Imps.*, 2018 U.S. Dist. LEXIS 71386, 168 (E.D. Cal. 2018) (approving two service awards of

25
26 ⁶ Nontaxable costs are properly awarded where authorized by the parties' agreement. *Stetson*, 821
27 F.3d at 1165. Accordingly, "[e]xpenses such as reimbursement for travel, meals, lodging,
28 photocopying, long-distance telephone calls, computer legal research, postage, courier service,
mediation, exhibits, documents scanning, and visual equipment are typically recoverable." *Rutti v.*
Lojack Corp., Inc., 2012 WL 3151077, at *12 (C.D. Cal. 2012).

1 \$12,500 each); *Louie v. Kaiser Foundation Health Plan, Inc.*, 2008 WL 4473183, *7 (S.D. Cal. 2008)
2 (awarding \$25,000 service award to each of six plaintiffs in overtime class action); *Holman v. Experian*
3 *Info. Solutions, Inc.*, 2014 U.S. Dist. LEXIS 173698 (approving \$10,000 service award where class
4 member recovery was \$375); *Ontiveros v. Zamora*, 303 F.R.D. 356, 366 (E.D. Cal. 2014) (reducing
5 \$20,000 award to \$15,000 where the plaintiff brought a class claim in lieu of bringing an individual
6 action); *Glass v. UBS Fin. Servs.*, 2007 U.S. Dist. LEXIS 8476 at *51-*52 (N.D. Cal. 2007) (awarding
7 \$25,000 service award in overtime wage class action); *Zamora v. Balboa Life & Casualty, LLC*, Case No.
8 BC360036, Los Angeles County Superior Court (Mar. 7, 2013) (awarding \$25,000 service award); *Aguiar*
9 *v. Cingular Wireless, LLC*, Case No. CV 06-8197 DDP (AJWx) (C.D. Cal. 2011) (awarding \$14,767
10 service award); *Magee v. American Residential Services, LLC*, Case No. BC423798, Los Angeles County
11 Superior Court (Apr. 21, 2011) (awarding \$15,000 service award); *Mares v. BFS Retail & Commercial*
12 *Operations, LLC*, Case No. BC375967, Los Angeles County Superior Court (June 24, 2010) (awarding
13 \$15,000 service award); *Baker v. L.A. Fitness Int'l, LLC*, Case No. BC438654, L.A. County Superior
14 Court (Dec. 12, 2012) (awarding \$10,000 service awards to three named plaintiffs); *Blue v. Coldwell*
15 *Banker Residential Brokerage Co.*, Case No. BC417335, Los Angeles County Superior Court (Mar. 21,
16 2011) (awarding \$10,000 service award); *Buckmire v. Jo-Ann Stores, Inc.*, Case No. BC394795, Los
17 Angeles County Superior Court (June, 11, 2010) (awarding \$10,000 service awards); *Coleman v. Estes*
18 *Express Lines, Inc.*, Case No. BC429042, Los Angeles County Superior Court (Oct. 3, 2013) (awarding
19 \$10,000 service award); *Ethridge v. Universal Health Services, Inc.*, Case No. BC391958, Los Angeles
20 County Superior Court (May 27, 2011) (awarding \$10,000 service award); *Hickson v. South Coast Auto*
21 *Ins. Marketing, Inc.*, Case No. BC390395, Los Angeles County Superior Court (Mar. 27, 2012) (awarding
22 \$10,000 service award); *Hill v. Sunglass Hut Int'l, Inc.*, Case No. BC422934, Los Angeles County
23 Superior Court (July 2, 2012) (awarding \$10,000 service award); *Kambamba v. Victoria's Secret Stores,*
24 *LLC*, Case No. BC368528, Los Angeles County Superior Court, (Aug. 19, 2011) (awarding \$10,000
25 service award together with additional compensation for their general release); *Nevarez v. Trader Joe's*
26 *Co.*, Case No. BC373910, Los Angeles County Superior Court (Jan. 29, 2010) (awarding \$10,000 service
27 award); *Ordaz v. Rose Hills Mortuary, L.P.*, Case No. BC386500, Los Angeles County Superior Court,
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(Mar. 19, 2010) (awarding \$10,000 service award); *Sheldon v. AHMC Monterey Park Hosp. LP*, Case No. BC440282, Los Angeles County Superior Court (Feb. 22, 2013) (awarding \$10,000 service award); *Silva v. Catholic Mortuary Services, Inc.*, Case No. BC408054, Los Angeles County Superior Court (Feb. 8, 2011) (awarding \$10,000 enhancement award); *Weisbarth v. Banc West Investment Services, Inc.*, Case No. BC422202, Los Angeles County Superior Court (May 24, 2013) (awarding \$10,000 service award); *Lazar v. Kaiser Foundation Health Plan*, Case No. 14-cv-273289, Santa Clara County Superior Court (Dec. 28, 2015) (awarding \$10,000 service award); *Acheson v. Express, LLC*, Case No. 109CV135335, Santa Clara County Superior Court (Sept. 13, 2011) (awarding \$10,000 service award); *Bejarano v. Amerisave Mortgage Corp.*, Case No. EDCV 08-00599 SGL (Opx) (C.D. Cal. June 22, 2010) (awarding \$10,000 service award); *Carbajal v. Sally Beauty Supply LLC*, Case No. CIVVS 1004307, San Bernardino County Superior Court (Aug. 6, 2012) (awarding \$10,000 service award); *Contreras v. Serco Inc.*, Case No. 10-cv-04526-CAS-JEMx (C.D. Cal. Sep. 10, 2012) (awarding \$10,000 service award); *Guerro v. R.R. Donnelley & Sons Co.*, Case No. RIC 10005196, Riverside County Superior Court (July 16, 2013) (awarding \$10,000 service award); *Kisliuk v. ADT Security Services Inc.*, Case No. CV08-03241 DSF (RZx)(C.D. Cal. Jan. 10, 2011) (awarding \$10,000 service award); *Morales v. BCBG Maxazria Int'l Holdings, Inc.*, Case No. JCCP 4582, Orange County Superior Court (Jan. 24, 2013) (awarding \$10,000 service award); *Barrett v. Doyon Security Services, LLC*, Case No. BS900199, BS900517, San Bernardino County Superior Court (Apr. 23, 2010) (awarding \$10,000 service award); *Zirpolo v. UAG Stevens Creek II*, Santa Clara Superior Court Case No. 17CV313457 (July 10, 2018) (awarding \$10,000 service award); *Taylor v. TIC - The Industrial Complany*, U.S.D.C. Central District of California Case No. EDCV 16-186-VAP (Aug. 1, 2018) (awarding \$10,000 service award).

15. The requested service awards are also reasonable in light of the reputational risk that Plaintiff assumed in bringing this action against her former employer. Plaintiff put her future employment prospects at risk by becoming a class representative as the fact that she filed a lawsuit "is searchable on the internet and may become known to prospective employers when evaluating" him for employment. *Guippone v. BH S&B Holdings, LLC*, 2011 U.S., Dist. LEXIS 126026, *20 (S.D.N.Y. Oct. 28, 2011). Employers routinely screen employee candidates to determine whether they have ever filed a suit against

1 other employers, allowing them to screen out the litigious candidates. An entire industry exists that allows
2 employers to run extensive background searches on potential employees. Companies who provide these
3 services specifically highlight the fact that their services allows employers to weed out litigious
4 employment candidates. Reliable Plant outlines ways that employers can "get a sense of whether a
5 prospective employee is likely to sue" the employer, through background checks and other means, to
6 screen out these employees.⁷ Onicra Credit Rating Agency states: "Background screening has become
7 a necessity in today's litigious society." Back Track Screening also represents: "In today's litigious culture,
8 employers simply cannot afford to hire employees who will put their company at risk."⁸ PreciseHire also
9 offers employment screening and similarly warns "with today's business climate being extremely
10 competitive and highly litigious, conducting pre employment background checks has become a
11 necessity."⁹

12 16. As a result, Class Counsel respectfully requests approval of the application for award of
13 the Class Counsel Fees Payment equal to one-third (1/3) of the common fund, an award of litigation
14 expenses in the amount of \$34,371.36, and approval of the requested service awards to the Plaintiff.

15 17. In accordance with California Rules of Court, rule 3.769, I make the following disclosure.
16 The Class Counsel Fees Payment awarded shall be allocated as follows: 70% to Blumenthal Nordrehaug
17 Bhowmik De Blouw LLP, and 30% to Shane Law P.C..

18 I declare under penalty of perjury under the laws of the State of California that the foregoing is
19 true and correct. Executed this 29th day of August, 2025, at San Diego, California.

20 /s/ Norman Blumenthal
21 NORMAN B. BLUMENTHAL
22
23
24

25 ⁷ www.reliableplant.com/Read/6959/a-solution-to-fear-of-hiring-litigious-employees.

26 ⁸ <http://www.btscreening.com/wp-content/uploads/2012/09/Screening-101.pdf>.

27 ⁹ [https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-](https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-have-become-a-business-necessity/)
28 [have-become-a-business-necessity/](https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-have-become-a-business-necessity/).

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FIRM RESUME

Areas of Practice: Employee, Consumer and Securities Class Actions, Wage and Hour Class Actions, Civil Litigation, Business Litigation.

ATTORNEY BIOGRAPHIES

Norman B. Blumenthal

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Consumer and Securities Class Action, Civil Litigation, Wage and Hour Class Actions, Transactional Law

Admitted: 1973, Illinois; 1976, California

Biography: Law Clerk to Justice Thomas J. Moran, Illinois Supreme Court, 1973-1975, while on Illinois Court of Appeals. Instructor, Oil and Gas Law: California Western School of Law, 1981; University of San Diego School of Law, 1983. Sole Practitioner 1976-1987. Partner, Blumenthal & Ostroff, 1988-1995. Partner, Blumenthal, Ostroff & Markham, 1995-2001. Partner, Blumenthal & Markham, 2001-2007. Partner, Blumenthal & Nordrehaug, 2007. Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2018. Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP, 2018 - present.

Member: San Diego County, Illinois State and American Bar Associations; State Bar of California.

Educated: University of Wisconsin (B.A., 1970); Loyola University of Chicago (J.D., 1973);

Summer Intern (1971) with Harvard Voluntary Defenders

Kyle R. Nordrehaug

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Consumer and Securities Class Actions, Wage and Hour Class Actions, Civil Litigation

Admitted: 1999, California

Biography: Associate, Blumenthal, Ostroff & Markham, 1999-2001. Associate, Blumenthal & Markham, 2001-2007. Partner, Blumenthal & Nordrehaug, 2007. Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2017

Member: State Bar of California, Ninth Circuit Court of Appeals, Third Circuit Court of Appeals

Educated: University of California at Berkeley (B.A., 1994); University of San Diego School of Law (J.D. 1999)

Awards: Top Labor & Employment Attorney 2016; Top Appellate Reversal - Daily Journal 2015; Super Lawyer 2015-2018

Aparajit Bhowmik

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2006, California

Educated: University of California at San Diego (B.A., 2002); University of San Diego School of Law (J.D. 2006)

Biography: Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2017

Awards: Rising Star 2015

Nicholas J. De Blouw

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2011, California

Educated: Wayne State University (B.A. 2008); California Western School of Law (J.D. 2011)

Piya Mukherjee

Associate Attorney

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2010, California

Educated: University of California, San Diego (B.S. 2006); University of Southern California, Gould School of Law (J.D. 2010)

Victoria Rivapalacio

Associate Attorney

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2011, California

Educated: University of California at San Diego (B.A., 2003); George Washington University Law School (J.D. 2010)

Ricardo Ehmman

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2018, California; 2004, Nevada

Educated: University of California, San Diego (B.A. 1998); Loyola Law School (J.D. 2001)

Jeffrey S. Herman

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2011, California; 2016 Arizona

Educated: University of Michigan (B.A. 2008); California Western School of Law (J.D. 2011)

Charlotte James

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

Educated: San Diego State University; California Western School of Law

Christine Levu

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2012, California

Educated: University of California, Irvine; California Western School of Law

Andrew Ronan

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

Educated: Arizona State University; University of San Diego School of Law

Scott Blumenthal

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, New Mexico

Educated: University of Southern California; California Western School of Law

Sergio Julian Puche

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2013, California

Educated: University of California, Irvine; California Western School of Law

Trevor Moran

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, California

Educated: University of Rhode Island; California Western School of Law

Adolfo Sanchez Contreras

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2024, California; 2014, Mexico

Educated: The Juarez University

REPORTED CASES

Sakkab v. Luxottica Retail N. Am., Inc., 803 F.3d 425 (9th Cir. 2015) (The panel reversed the district court's order granting Luxottica Retail North America, Inc.'s motion to compel arbitration of claims and dismissing plaintiff's first amended complaint, in a putative class action raising class employment-related claims and a non-class representative claim for civil penalties under the Private Attorney General Act.);

Securitas Security Services USA, Inc. v. Superior Court, 234 Cal. App. 4th 1109 (Cal. Feb. 27, 2015) (Court of Appeal concluded the trial court correctly ruled that *Iskanian* rendered the PAGA waiver within the parties' dispute resolution agreement unenforceable. However, the Court of Appeal then ruled the trial court erred by failing to invalidate the non-severable class action waiver from the agreement and remanded the entire complaint, including class action and PAGA claims, be litigated in the Superior Court);

Sussex v. United States Dist. Court for the Dist. of Nev., 781 F.3d 1065 (9th Cir. 2015) (The panel determined that the district court clearly erred in holding that its decision to intervene mid-arbitration was justified under *Aerojet-General*. Specifically, the panel held that the district court erred in predicting that an award issued by the arbitrator would likely be vacated because of his "evident partiality" under 9 U.S.C. § 10(a)(2).);

Provost v. YourMechanic, Inc., 2020 Cal. App. Lexis 955 (Oct. 15, 2020) (Court of Appeals affirmed denial of arbitration of PAGA claim, and held in a case of first impression, that there was no additional standing rules for PAGA claim brought by independent contractor);

In re Tobacco Cases II, 41 Cal. 4th 1257 (2007); Washington Mutual Bank v. Superior Court, 24 Cal. 4th 906 (2001); Rocker v. KPMG LLP, 148 P.3d 703; 122 Nev. 1185 (2006); PCO, Inc. v. Christensen, Miller, Fink, Jacobs, Glaser, Weil & Shapiro, LLP, 150 Cal. App. 4th 384 (2007); Hall v. County of Los Angeles, 148 Cal. App. 4th 318 (2007); Coshov v. City of Escondido, 132 Cal. App. 4th 687 (2005); Daniels v. Philip Morris, 18 F.Supp 2d 1110 (S.D. Cal.1998); Gibson v. World Savings & Loan Asso., 103 Cal. App. 4th 1291 (2003); Jordan v. Department of Motor Vehicles,

75 Cal. App. 4th 445 (1999); Jordan v. Department of Motor Vehicles, 100 Cal.App. 4th 431 (2002); Norwest Mortgage, Inc. v. Superior Court, 72 Cal.App.4th 214 (1999); Hildago v. Diversified Transp. Sya, 1998 U.S. App. LEXIS 3207 (9th Cir. 1998); Kensington Capital Mgal. v. Oakley, Inc., 1999 U.S. Dist LEXIS 385; Fed.Sec.L.Rep. (CCH) P90, 411 (1999 C.D. Cal.); Lister v. Oakley, Inc., 1999 U.S. Dist. LEXIS 384; Fed. Sec. L. Rep. (CCH) P90,409 (C.D. Cal. 1999); Olszewski v. Scripps Health, 30 Cal. 4th 798 (2003); Steroid Hormone Product Cases, 181 Cal. App. 4th 145 (2010); Owen v. Macy's, Inc., 175 Cal. App. 4th 462 (2009); Taiheiyo Cement Corp. v. Superior Court, 117 Cal. App. 4th 380 (2004); Taiheiyo Cement Corp. v. Superior Court, 105 Cal.App. 4th 398 (2003); McMeans v. Scripps Health, Inc., 100 Cal. App. 4th 507 (2002); Ramos v. Countrywide Home Loans, 82 Cal.App. 4th 615 (2000); Tevssier v. City of San Diego, 81 Cal.App. 4th 685 (2000); Washington Mutual Bank v. Superior Court, 70 Cal. App. 4th 299 (1999); Silvas v. E*Trade Mortg. Corp., 514 F.3d 1001 (9th Cir. 2008); Silvas v. E*Trade Mortg. Corp., 421 F. Supp. 2d 1315 (S.D. Cal. 2006); McPhail v. First Command Fin. Planning, Inc., 2009 U.S. Dist. LEXIS 26544 (S.D. Cal. 2009); McPhail v. First Command Fin. Planning, Inc., 251 F.R.D. 514 (S.D. Cal. 2008); McPhail v. First Command Fin. Planning, Inc., 247 F.R.D. 598 (S.D. Cal. 2007); Barcia v. Contain-A-Way, Inc., 2009 U.S. Dist. LEXIS 17118 (S.D. Cal. 2009); Barcia v. Contain-A-Way, Inc., 2008 U.S. Dist. LEXIS 27365 (S.D. Cal. 2008); Wise v. Cubic Def. Applications, Inc., 2009 U.S. Dist. LEXIS 11225 (S.D. Cal. 2009); Gabisan v. Pelican Prods., 2009 U.S. Dist. LEXIS 1391 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 630 F. Supp. 2d 1222 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 2008 U.S. Dist. LEXIS 102380 (S.D. Cal. 2008); Louie v. Kaiser Found. Health Plan, Inc., 2008 U.S. Dist. LEXIS 78314 (S.D. Cal. 2008); Weltman v. Ortho Mattress, Inc., 2010 U.S. Dist. LEXIS 20521 (S.D. Cal. 2010); Weltman v. Ortho Mattress, Inc., 2008 U.S. Dist. LEXIS 60344 (S.D. Cal. 2008); Curry v. CTB McGraw-Hill, LLC, 2006 U.S. Dist. LEXIS 5920; 97 A.F.T.R.2d (RIA) 1888; 37 Employee Benefits Cas. (BNA) 2390 (N.D. Cal. 2006); Reynov v. ADP Claims Servs. Group, 2006 U.S. Dist. LEXIS 94332 (N.D. Cal. 2006); Kennedy v. Natural Balance Pet Foods, Inc., 2010 U.S. App. LEXIS 248 (9th Cir. 2010); Kennedy v. Natural Balance Pet Foods, Inc., 2008 U.S. Dist. LEXIS 38889 (S.D. Cal. 2008); Kennedy v. Natural Balance Pet Foods, Inc., 2007 U.S. Dist. LEXIS 57766 (S.D. Cal. 2007); Sussex v. Turnberry/MGM Grand Towers, LLC, 2009 U.S. Dist. LEXIS 29503 (D. Nev. 2009); Picus v. Wal-Mart Stores, Inc., 256 F.R.D. 651 (D. Nev. 2009); Tull v. Stewart Title of Cal., Inc., 2009 U.S. Dist. LEXIS 14171 (S.D. Cal. 2009); Keshishzadeh v. Gallagher, 2010 U.S. Dist. LEXIS 46805 (S.D. Cal. 2010); Keshishzadeh v. Arthur J. Gallagher Serv. Co., 2010 U.S. Dist. Lexis 116380 (S.D. Cal. 2010); In re Pet Food Prods. Liab. Litig., MDL Docket No. 1850 (All Cases), 2008 U.S. Dist. LEXIS 94603 (D.N.J. 2008); In re Pet Food Prods. Liab. Litig., 629 F.3d 333 (3rd Cir. 2010); Puentes v. Wells Fargo Home Mortgage, Inc., 160 Cal. App. 4th 638 (2008); Rezec v. Sony Pictures Entertainment, Inc., 116 Cal. App. 4th 135 (2004); Badillo v. Am. Tobacco Co., 202 F.R.D. 261 (D. Nev. 2001); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin., 2010 U.S. App. Lexis 23025 (9th Cir. 2010); Dirienzo v. Dunbar Armored, Inc., 2011 U.S. Dist. Lexis 36650 (S.D. Cal. 2011); Rix v. Lockheed Martin Corp., 2011 U.S. Dist Lexis 25422 (S.D. Cal. 2011); Weitzke v. Costar Realty Info., Inc., 2011 U.S. Dist Lexis 20605 (S.D. Cal. 2011); Goodman v. Platinum Condo. Dev., LLC, 2011 U.S. Dist. LEXIS 36044 (D. Nev. 2011); Sussex v. Turnberry/MGM Grand Towers, LLC, 2011 U.S. Dist. LEXIS 14502 (D. Nev. 2011); Smith v. Kaiser Foundation Hospitals, Inc., 2010 U.S. Dist. Lexis 117869 (S.D. Cal. 2010); Dobrosky v. Arthur J. Gallagher Serv. Co., LLC, No. EDCV 13-0646 JGB (SPx), 2014 U.S. Dist. LEXIS 106345 (C.D. Cal. July 30, 2014); Metrow v. Liberty Mut. Managed Care LLC - Class Certification Granted, Metrow v. Liberty Mut. Managed Care LLC, No. EDCV 16-1133 JGB (KKx), 2017 U.S. Dist. LEXIS 73656 (C.D. Cal. May 1, 2017); Nelson v. Avon Products, Inc., Class Certification Granted, U.S. District Court for The Northern District of California, Case No. 13-cv-02276-BLF, 2015 U.S. Dist. LEXIS 51104 (N.D. Cal. Apr. 17, 2015); Orozco v. Illinois Tool Works Inc., Class Certification Granted, 2017 U.S. Dist. LEXIS 23179 (E.D. Cal. Feb. 16, 2017); Rieve v. Coventry Health Care, Summary Judgment *Sua*

Sponte Granted for Plaintiff, Rieve v. Coventry Health Care, Inc., 870 F. Supp. 2d 856 (C.D. Cal. 2012)

CLASS ACTION & REPRESENTATIVE CASES

4G Wireless Wage Cases, Orange County Superior Court, JCCP No. 4736; Classic Party Rentals Wage & Hour Cases, Los Angeles Superior Court, Case No. JCCP No. 4672; Abu-Arafeh v. Norco Delivery Service, Inc., San Francisco County Superior Court, Case No. CGC-14-540601; Aburto v. Verizon, U.S. District Court, Southern District California, Case No. 11-cv-0088; Adkins v. Washington Mutual Bank, Class Certification Granted, San Diego County Superior Court, Case No. GIC819546; Agah v. CompUSA, U.S. District Court, Central District of California, Case No. SA CV05-1087 DOC (Anx); Akers v. The San Diego Union Tribune, San Diego County Superior Court, Case No 37-2010-00088571; Altman v. SolarCity Corporation, San Diego County Superior Court, Case No. 37-2014-00023450-CU-OE-CTL; Aquino v. Macy's West Stores, Orange County Superior Court, Case No. 30-2010-00395420; Baker v. Advanced Disability Management, Inc., Sacramento County Superior Court, Case No. 34-2014-00160711; Barcia v. Contain-A-Way, U.S. District Court, Southern District California, Case No. 07 cv 0938; Bates v. Verengo, Inc., Orange County Superior Court, Case No. 30-2012-00619985-CU-OE-CXC; Battle v. Charming Charlie Inc., San Diego County Superior Court, Case No. 37-2014-00005608; Behar v. Union Bank, Orange County Superior Court, Case No. 30-2009-00317275; Bell v. John Stewart Company, Alameda County Superior Court, Case No. RG14728792; Bennett v. Custom Built Personal Training Monterey County Superior Court, Case No. M127596; Bermant v. Bank of America, Investment Services, Inc., Los Angeles Superior Court, Civil Action No. BC342505; Bethley v. Raytheon Company, United States District Court, Central District of California, Case No. SACV10-01741; Betorina v. Randstad US, L.P., U.S. District Court Northern District of California, Case No. 3:15-cv-03646-MEJ; Beverage v. Edcoa Inc., Sacramento County Superior Court, Case No. 2013-00138279; Bova v. Washington Mutual Bank / JP Morgan Chase, U.S. District Court, Southern District California, Case No. 07-cv-2410; Bowden v. Sunset Parking Services, LLC & LAZ Parking California, LLC - Settled San Diego County Superior Court, Case No. 37-2012-00101751-CU-OE-CTL; Briseno v. American Savings Bank, Class Certification Granted, Orange County Superior Court, Case No. 774773; Brueske v. Welk Resorts, San Diego Superior Court, Case No 37-2010-00086460; Bueche v. Fidelity National Management Services, U.S. District Court, Eastern District of California, Case No. 13-cv-01114; Bunch v. Pinnacle Travel Services, LLC, Los Angeles County Superior Court, Case No. BC552048; Butler v. Stericycle, Inc & Appletree Answering Services of California, Inc., Sacramento County Superior Court, Case No. 34-2015-00180282; Cabral v. Creative Communication Tech., Class Certification Granted, Los Angeles Superior Court, Case No. BC402239; Cardoza v. Wal-Mart Associates, Inc., U.S. District Court Northern District of California, Case No. 4:15-cv-01634-DMR; Castro v. Vivint Solar, Inc., San Diego County Superior Court, Case No. 37-2014-00031385-CU-OE-CTL; Cavazos v. Heartland Automotive Services, Inc., Riverside County Superior Court, Case No. PSC 1401759; Cohen v. Bosch Tool, San Diego Superior Court, Case No. GIC 853562; Comstock v. Washington Mutual Bank - Class Certification Granted, San Diego County Superior Court, Case No. GIC820803; Conley v. Norwest, San Diego County Superior Court, Case No. N73741; Connell v. Sun Microsystems, Alameda Superior Court, Case No. RG06252310; Corrente v. Luxe Valet, Inc., San Francisco County Superior Court, Case No. CGC-15-545961; Cruz v. Redfin Corporation, U.S. District Court Northern District of California, Case No. 3:14-cv-05234-THE; Culley v. Lincare Inc. & Alpha Respiratory Inc., U.S. District Court eastern District of California, Case No. 2:15-cv-00081-GEB-CMK; Cunningham v. Leslie's Poolmart, Inc., U.S. District Court, Central District of California, Case No. 13-cv-02122-CAS; Curry v. California Testing Bureau/McGraw Hill, U.S. District Court, Northern District of California, Case No. C-05-4003 JW; Daniels, et al. v. Philip Morris, (In Re Tobacco Cases II) – Class Certification Granted, San Diego Superior Court, Case No. JCCP 4042; Davis v. Genex

Holdings Inc., Santa Clara County Superior Court, Case No. 1-13-cv-240830; Davis v. Clear Connection, LLC, San Diego County Superior Court, Case No. 37-2014-00035173-CU-OE-CTL; Day v. WDC Exploration, Orange County Superior Court, Case No. 30-2010-00433770; Dedrick v. Hollandia Dairy, San Diego County Superior Court, Case No. 37-2014-00004311-Cu-OE-CTL; Delmare v. Sungard Higher Education - Settled U.S. District Court, Southern District of California, Case No. 07-cv-1801; Del Rio v. Tumi Stores, Inc., San Diego County Superior Court, Case No. 37-2015-00022008-CU-OE-CTL; Dewane v. Prudential, U.S. District Court, Central District of California, Case No. SA CV 05-1031; Diesel v. Wells Fargo Bank, Orange County Superior Court, Case No. 30-2011-00441368; Dirienzo v. Dunbar Armored, U.S. District Court, Southern District of California, Case No. 09-cv-2745; Dobrosky v. Arthur J. Gallagher Service Company, LLC, Class certification Granted, No. EDCV 13-0646 JGB (Spx); Dodds v. Zaven Tootikian, Los Angeles County Superior Court, Case No. BC494402; Drumheller v. Radioshack Corporation, United States District Court, Central District of California, Case No. SACV11-355; Enger v. Kaiser Foundation Health Plan, U.S. District Court, Southern District of California, Case No. 09-cv-1670; Escobar v. Silicon Valley Security & Patrol, Inc., Santa Clara County Superior Court, Case No. 1-14-cv272514; Fierro v. Chase Manhattan - Class Certification Granted, Settled San Diego Superior Court, Case No. GIN033490; Figueroa v. Circle K Stores, Inc., San Diego County Superior Court, Case No. 37-2012-00101193-CU-OE-CTL; Finch v. Lamps Plus, (Lamps Plus Credit Transaction Cases), San Diego Superior Court, Case No. JCCP 4532; Fletcher v. Verizon, U.S. District Court, Southern District of California, Case No. 09-cv-1736; Francisco v. Diebold, U.S. District Court, Southern District of California, Case No. 09-cv-1889; Friend v. Wellpoint, Los Angeles Superior Court, Case No. BC345147; Frudakis v. Merck Sharp & Dohme, U.S. District Court, Central District California, Case No. SACV 11-00146; Fulcher v. Olan Mills, Inc., U.S. District Court, Northern District of California, Case No. 11-cv-1821; Gabisan v. Pelican Products, U.S. District Court, Southern District California, Case No. 08 cv 1361; Galindo v. Sunrun Installation Services Inc., San Diego County Superior Court, Case No. 37-2015-00008350-CU-OE-CTL; Gallagher v. Legacy Partners Commercial, Santa Clara County Superior Court, Case No. 112-cv-221688; Ghattas v. Footlocker Retail, Inc., U.S. District Court Central District of California, Case No. CV 13-0001678 PA; Gibson v. World Savings, Orange County Superior Court, Case No. 762321; Goerzen v. Interstate Realty Management, Co., Stanislaus County Superior Court, Case No. 679545; Gomez v. Enterprise Rent-A-Car, U.S. District Court, Southern District of California, Case No. 3:10-cv-02373; Gordon v. Wells Fargo Bank, U.S. District Court, Southern District of California, Case No. 3:11-cv-00090; Grabowski v. CH Robinson, U.S. District Court, Southern District of California, Case No. 10-cv-1658; Gross v. ACS Compiq Corporation, Orange County Superior Court, Case No. 30-2012-00587846-CU-OE-CXC; Gripenstraw v. Buffalo Wild Wings, U.S. District Court, Eastern District of California, Case No. 12-CV-00233; Gruender v. First American Title, Orange County Superior Court, Case No. 06 CC 00197; Guillen v. Univision Television Group, Inc. & Univision Management Co., San Francisco County Superior Court, Case No. CGC-12-526445; Gujjar v. Consultancy Services Limited, Orange County Superior Court, Case No. 30-2010-00365905; Gutierrez v. Five Guys Operations, LLC, San Diego County Superior Court, Case No. 37-2012-00086185-CU-OE-CTL; Handler v. Oppenheimer, Los Angeles Superior Court, Civil Action No. BC343542; Harley v. Tavistock Freebirds, LLC, Sacramento County Superior Court, Case No. 34-2014-00173010; Harrington v. Corinthian Colleges – Class Certification Granted, Orange Superior Court; United States Bankruptcy Court District of Delaware; Harvey v. PQ Operations, Inc., Los Angeles County Superior Court, Case No. BC497964; Henshaw v. Home Depot U.S.A., United States District Court, Central District of California, Case No. SACV10-01392; Heithold v. United Education Institute, Orange County Superior Court, Case No. 30-2013-00623416-CU-OE-CXC; Hibler v. Coca Cola Bottling, Settled U.S. District Court, Southern District of California, Case No. 11cv0298; Hildebrandt v. TWC Administration LLC & Time Warner NY Cable, LLC, U.S. District Court, Central District of California, Case No. ED-cv-13-02276-JGB; Hopkins v. BCI Coca-Cola Bottling Company of Los Angeles, United states District Court, Central District of California; U.S. Court of Appeals 9th Circuit; Howard v. Southern California Permanente

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Court, Case No. RG17862924; Karr v. Tristar Managed Care, Inc. – Contra Costa Superior Court, case No. MSC17-00650; Gouveia v. Central Cal Transportation – San Joaquin County Superior Court, Case No. STK-CV-UOE-2017-0001765; Miranda v. Genex Services, LLC – U.S. District Court, Northern District of California, Case No. 17-CV-01438-JD; Spears v. Health Net of California, Inc. – Sacramento County Superior Court, Case No. 34-2017-00210560; Martinez v. Geil Enterprises, Inc. – Fresno County Superior Court, Case No. 17CECG01879; McComack v. Marriott Ownership Resorts, Inc. – U.S. District Court, Southern District of California, Case No. 17CV1663 BEN WVG; Velasco v. Lemonade Restaurant Group, LLC – Los Angeles County Superior Court, Case No. BC672235; Smith v. Personnel Services, Inc. – U.S. District Court, Northern District of California, Case No. 17-CV-03594-SK; Gabriel v. Kuni SDA, LLC – San Diego County Superior Court, Case No. 37-2017-000251191-CU-OE-CTL; Miller v. Mattress Firm, Inc. – Santa Clara County Superior Court, Case No. 17CV313148; Provost v. Yourmechanic, Inc. – San Diego County Superior Court, Case No. 37-2017-00024056-CU-OE-CTL; Zirpolo v. UAG Stevens Creek II, Inc. – Santa Clara County Superior Court, Case No. 17CV313457; Salazar v. Aids Healthcare Foundation – San Diego County Superior Court, Case No. 37-2017-00033482-CU-OE-CTL; Knipe v. Amazon.com, Inc. – San Diego County Superior Court, Case No. 37-2017-00029426-CU-OE-CTL; Erwin v. Caremeridian, LLC – Fresno County Superior Court, Case No. 17CECG03048; Davis v. Cox Communications California, LLC – U.S. District Court, Southern District of California, Case No. 16-CV-00989-BAS-BLM; Lara v. RMI International, Inc. – Los Angeles County Superior Court, Case No. BC597695; Harper v. C.R. England, Inc. – U.S. District Court, Utah Central Division, Case No. 16-CV-00906-DB; Mrazik v. C.H. Robinson Company – U.S. District Court, Central District of California, Case No. 12-CV-02067-CAS-PLA; Horn v. Rise Medical Staffing, LLC – U.S. District Court, Eastern District of California, Case No. 2:17-cv-01967-MCE-KJN; Pasallo v. GSG Protective Services CA Inc. – San Diego Superior Court, Case No. 37-2018-00037611-CU-OE-CTL; Smith v. Pacific Personnel Services, Inc. – U.S. District Court, Northern District of California, Case No. 17-cv-03594-SK; Terrado v. Accredited Debt Relief, LLC – San Diego Superior Court, Case No. 37-2018-00014181-CU-OE-CTL; Escobedo v. Pacific Western Bank – Los Angeles Superior Court, Case No. BC682686; Wade v. Automobile Club of Southern California – Orange County Superior Court, Case No. 30-2017-00960268-CU-OE-CXC; Montano v. American Automobile Association of Northern California – Contra Costa County Superior Court, Case No. CIVMSC18-01539; Perez v. Summit Interconnect, Inc. – Orange County Superior Court, Case No. 30-2018-00995403-CU-OE-CXC; Wolleson v. Gosch Imports, Inc. – Riverside County Superior Court, Case No. RIC170356; Banuelos v. Ortho Mattress, Inc. – Orange County Superior Court, Case No. 30-2020-01161304-CU-OE-CXC; Castellanos v. Miller Automotive Group, Inc. – Los Angeles County Superior Court, Case No. BC699211; Tressler v. Spoonful Management, LLC – Los Angeles County Superior Court, Case No. BC71940; Delph v. Employee Retention Services, LLC – San Diego County Superior Court, Case No. 37-2018-00007885; Romero v. May Trucking Company – U.S. District Court, Central District of California, Case No. 5:17-cv-02166-JGB-SHK; Miranda v. Genex Services, LLC – San Bernardino County Superior Court, Case No. CIVDS1700779; Moore v. Zirx Transportation Services, Inc. – Los Angeles County Superior Court, Case No. CGC-18-566655; Sottile v. Motion Recruitment Partners – Santa Clara County Superior Court, Case No. 18CV321677; Shahbazian v. Fast Auto Loans, Inc. – U.S. District Court, Central District of California, Case No. 2:18-cv-03076-ODW-KS; Salazar v. Johnson & Johnson Consumer Inc. – Los Angeles County Superior Court, Case No. BC702468; Conti v. L’Oreal USA S/D, Inc. – U.S. District Court, Eastern District of California, Fresno, Case No. 1:19-CV-00769-LJO-SKO; Mercado v. Security Industry Specialists, Inc. – Santa Clara County Superior Court, Case No. 17CV320059; Vikili v. Dignity Health – San Francisco County Superior Court, Case No. CGC-18-569456; Bagby v. Swissport SA, LLC – Los Angeles County Superior Court, Case No. BC691058; Henry v. Motion Entertainment Group, LLC – San Francisco County Superior Court, Case No. CGC18565643; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Lanuza v. AccentCare, Inc. – San Francisco County Superior Court, Case No. CGC-18-565521; Thomas v. Easy Driving School, LLC – San Diego County Superior Court, Case

No. 37-2018-00047639-CU-OE-CTL; Erickson v. Erickson – Contra Costa County Superior Court, Case No. MSC18-00307; Martin v. Menzies Aviation (USA) Inc. – San Francisco County Superior Court, Case No. CGC-18-566072; Mortimer v. Healthsouth Bakersfield Rehabilitation Hospital, LLC – Kern County Superior Court, Case No. BCV-18-102761; Alcaraz v. Red Lion Hotels Corporation – San Francisco County Superior Court, Case No. CGC-18-570310; Calhoun v. Total Transportation and Distribution, Inc. – San Diego County Superior Court, Case No. 37-2018-00058681-CU-OE-CTL; Rataul v. Overton Security Services, Inc. – Alameda County Superior Court, Case No. RG18891882; Beltran v. Compass Bank – San Diego County Superior Court, Case No. 37-2019-00024475-CU-OE-CTL; Kirshner v. Touchstone Golf, LLC – San Diego County Superior Court, Case No. 37-2018-00028865-CU-OE-CTL; Pizarro v. The Home Depot, Inc. – U.S. District Court for the Northern District of Georgia-Atlanta Division; Hatanaka v. Restore Rehabilitation, LLC – San Diego County Superior Court, Case No. 37-2018-00034780-CU-OE-CTL; Faria v. Carriage Funeral Holdings, Inc. – Contra Costa County Superior Court, Case No. MSC18-00606; Ontiveros v. Baker Concrete Construction, Inc. – Santa Clara County Superior Court, Case No. 18CV328679; Morales v. Redlands Automotive Services, Inc. – San Bernardino County Superior Court, Case No. CIVDS1807525; Ramirez v. Carefusion Resources, LLC – U.S. District Court, Southern District of California; Amster v. Starbucks Corporation – San Bernardino Superior Court, Case No. CIVDS1922016; Kutzman v. Derrel's Mini Storage, Inc. – U.S. District, Eastern District of California, Case No. 1:18-cv-00755-AWI-JLT; Marks v. Universal Propulsion Company, Inc. – Solano County Superior Court, Case No. FCS051608; Martinez v. Geil Enterprises, Inc. – Fresno County Superior Court, Case No. 17CECG01480; Teniente v. Cirrus Asset Management, Inc. – Los Angeles County Superior Court, Case No. 20STCV16302; Blackshear v. California Fine Wine & Spirits LLC – Sacramento County Superior Court, Case No. 34-2018-00245842; Warnick v. Golden Gate America West LLC – Los Angeles County Superior Court, Case No. BC714176; Bennett v. Dnata Aviation USA, Inc. – San Francisco County Superior Court, Case No. CGC-18-566911; George v. PF Stockton Fitness LLC – Sacramento County Superior Court, Case No. 34-2019-00261113-CU-OE-GDS; Oshana v. Farmers and Merchants Bank of Central California – Stanislaus County Superior Court, Case No. CV-19-003427; Vasquez v. Packaging Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-01935-PSG-PLA; Palomino v. Zara USA Inc. – Orange County Superior Court, Case No. 30-2018-00992682-CU-OE-CXC; Simmons v. Joe & The Juice LA, LLC – San Francisco County Superior Court; Pacia v. CIM Group, L.P. – Los Angeles County Superior Court, Case No. BC709666; Flores v. Plastic Express – Los Angeles County Superior Court, Case No. BC71971; Madera v. William Warren Properties, Inc. – Orange County Superior Court, Case No. 30-2019-01055704-CU-OE-CXC; Hernandez v. Quality Custom Distribution – Orange County Superior Court, Case No. 30-2018-01010611-CU-OE-CXC; Arango v. Schlumberger Technology Corporation – Orange County Superior Court, Case No. 30-2019-01056839-CU-OE-CXC; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Ramirez v. J E H Enterprises, Inc. – San Francisco County Superior Court, Case No. CGC-19-574691; Sullen v. First Service Residential California, LLC – San Francisco County Superior Court, Case No. CGC-19-575131; Valentino v. East Bay Tire Co. – Solano County Superior Court, Case No. FCS053067; Murphy v. Rockler Retail Group, Inc. – Sacramento Superior Court, Case No. 34-2019-00251220; Shahbazian v. Onewest Bank – Los Angeles County Superior Court, Case No. 19STCV23722; Bruemmer v. Tempur Retail Stores LLC – Marin County Superior Court, Case No. CIV1803646; Antonios v. Interface Rehab, Inc. – Orange County Superior, Case No. 30-2019-01067547-CU-OE-CXC; Tavallodi v. DC Auto, Inc. – San Bernardino, Case No. CIVDS1833598; Miranda v. The Lloyd Pest Control Co. – San Diego County Superior Court, Case No. 37-2018-00052510-CU-OE-CTL; Soenardi v. Magnussen Imports, Inc. – Santa Clara County Superior Court, Case No. 18CV340003; Thai v. Team Industrial Services, Inc. – Los Angeles County Superior Court, Case No. 19STCV21953; Castillo v. A.J. Kirkwood & Associates, Inc. – Los Angeles County Superior Court, Case No. 19STCV04435; Moss v. Jabil Inc. – Alameda County Superior Court, Case No. HG20050536; Billosillo, Jr. v. Crown Energy Services, Inc. – San Diego County Superior Court,

Case No. 37-2018-00058254-CU-OE-CTL; Tarkington v. Freetime, Inc. – San Diego County Superior Court, Case No. 37-2019-00011473-CU-OE-CTL; McIntyre v. J.J.R. Enterprises, Inc. – Sacramento County Superior Court, Case No. 34-2019-00251220; Bucur v. Pharmaca Integrative Pharmacy, Inc. – San Diego County Superior Court, Case No. 37-2019-00009409-CU-OE-CTL; Batin v. McGee Air Services, Inc. – Santa Clara County Superior Court, Case No. 19CV347733; Terry v. McGee Air Services, Inc. – King County Superior Court of Washington, Case No. 19-2-3321-5 KNT; Weiss v. Niznik Behavioral Health Resources, Inc. – San Diego County Superior Court, Case No. 37-2019-00039441-CU-OE-CTL; Cavada v. Inter-Continental Hotels Group, Inc. – U.S. District Court, Southern District of California, Case No. 3:19-cv-01675-GPC-AHG; Lešević v. Spectraforce Technologies, Inc. – U.S. District Court, Northern District of California, Case No. 5:19-cv-03126-LHK; Mutchler v. Circle K Stores, Inc. – San Diego County Superior Court, Case No. 37-2020-00016331-CU-OE-CTL, Azima v. CSI Medical Group, – Santa Clara County Superior Court, Case No. 19CV345450; Porrás v. Baypointe Enterprises, LLC – Los Angeles County Superior Court, Case No. 19STCV31015; Mitchell v. Mack Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1928334; Watts v. T.R.L. Systems, Incorporated – Orange County Superior Court, Case No. 30-2019-01102457-CU-OE-CXC; Price v. DMSD Restaurants Inc. – San Diego County Superior Court, Case No. 37-2019-00024062-CU-OE-CTL; Jacobs v. Nortek Security & Control LLC – San Diego County Superior Court, Case No. 37-2019-0019735-CU-OE-CTL; Gonzalez v. Hub International Midwest – San Bernardino County Superior Court, Case No. CIVDS1900463; Cisneros v. Bluepearl California, Inc. – San Mateo Superior Court, Case No. 19-CIV-05707; Garcia v. Gallagher Basset Services – San Bernardino Superior Court, Case No. CIVDS2004140; Callow v. Adventist Health System/West – Placer County Superior Court, Case No. SCV0043607; Dominguez v. Kimco Facility Services, LLC – Los Angeles County Superior Court, Case No. 19STCV37592; Searles v. Robert Heath Trucking, Inc. – Los Angeles County Superior Court, Case No. 19STCY30808; Rangel v. Pioneer Hi-Bred international, Inc. – Yolo County Superior Court, Case No. CV-19-1797; Ivon v. Sinclair Television of California, Humboldt County Superior Court, Case No. DR190699; Williams v. Henkels & McCoy, Inc. – San Bernardino County Superior Court, Case No. CIVDS2003888; Cano v. Larry Green Chrysler Jeep Dodge, Inc. – Riverside County Superior Court, Case No. BLC1900184; Lopez v. Cepheid – Santa Clara County Superior Court, Case No. 19CV358827; Hernandez v. Quick Dispense, Inc. – Los Angeles County Superior Court, Case No. 19STCV29405; Lopez v. Lacoste USA, Inc. – San Bernardino County Superior Court, Case No. CIVDS1914626; Duhe v. Hospital Couriers Nevada, LLC – Contra Costa County Superior Court, Case No. MSC19-01377; Law v. Sequoia Equities, Incorporated – Contra Costa Superior Court, Case No. C19-01925; Dvorak v. Rockwell Collins, Inc. – San Diego County Superior Court, Case No. 37-2019-00064397-CU-OE-CTL; Noguera v. Metal Container Corporation – Riverside County Superior Court, Case No. RIC2003235; Leon v. Miller Event Management, Inc. – San Luis Obispo Superior Court, Case No. 19CV-0435; Leon v. Miller Event Management, Inc. – San Luis Obispo County Superior Court, Case No. 19CV-0435, Camacho-Bias v. Serve U Brands Inc. – Butte County Superior Court, Case No. 20CV00603; La Pietra v. Entertainment Partners Services, LLC – Los Angeles County Superior Court, Case No. 19STCV39529; Celis v. Theatre Box - San Diego, LLC – San Diego County Superior Court, Case No. ____; Ignacio v. Laboratory Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-06079-AB-RAO; Kovnas v. Cahill Contractors LLC – Alameda County Superior Court, Case No. RG19037852; Hersh v. Mrs. Gooch's Natural Food – Los Angeles County Superior Court, Case No. 19STCV10444; Miller v. The Permanente Medical Group – Alameda County Superior Court, Case No. RG19045904; Vasquez v. Autoalert, LLC – Orange County Superior Court, Case No. 30-2019-01114549-CU-OE-CXC; Cavanaugh v. Morton Golf, LLC – Sacramento County Superior Court, Case No. 34-2019-00270176; Coley v. Monroe Operations, LLC – Alameda County Superior Court, Case No. RG20063188; Ramirez v. Sierra Aluminum Company – U.S. District Court, California Central District Court, Case No. 5:20-cv-00417-JGB-KK; Marrero v. Stat Med, P.C. – Alameda County Superior Court, Case No. HG19043214; Enriquez v. Solari Enterprises, Inc. – Los Angeles County Superior Court, Case No. 20STCV11129; Craig v.

Hometown Heart – San Francisco County Superior Court, Case No. CGC-20-582454; Lopez v. Hy0Lang Electric California, Inc. – San Diego County Superior Court, Case No. 37-2020-00012543-CU-OE-CTL; Heuklom v. Clara Medical Group, P.C. – San Francisco County Superior Court, Case No. CGC-20-585918; Dominguez v. Lifesaver of Northern California – Monterey County Superior Court, Case No. 20CV002586; Kiseleva v. Totalmed Staffing Inc. – U.S. District Court, California Northern District, Case No. 5:19-cv-06480; Vires v. Sweetgreen, Inc. – Santa Clara County Superior Court, Case No. 20CV365918; Kim v. Wireless Vision, LLC – San Bernardino County Superior Court, Case No. CIVDS2000074; Senoren v. Air Canada Corporation – Los Angeles County Superior Court, Case No. 20STCV13942; Clark v. Quest Diagnostics Incorporated – San Bernardino County Superior Court, Case No. CIVDS2018707; Green v. Shipt, Inc. – Los Angeles County Superior Court, Case No. 20STCV01001; Respass v. The Scion Group LLC – Sacramento County Superior Court, Case No. 34-2020-00285265; Jackson v. Decathlon USA LLC – Alameda County Superior Court, Case No. RG2003024; Avacena v. FTG Aerospace Inc. – Los Angeles County Superior Court, Case No. 20STCV28767; Perez v. Butler America, LLC – Los Angeles County Superior Court, Case No. 20STCV20218; Christensen v. Carter's Retail, Inc. – Orange County Superior Court, Case No. 30-2020-01138792-CU-OE-CXC; Astudillo v. Torrance Health Association, Inc. – Los Angeles County Superior Court, Case No. 20STCV18424; Hansen v. Holiday AI Management Sub LLC – Contra Costa County Superior Court, Case No. CIVMSC20-00779; Almahdi v. Vitamin Shoppe Industries Inc – Santa Clara County Superior Court, Case No. 20CV365150; Krisinda v. Loyal Source Government Services LLC – U.S. District Court, California Southern District, Case No. 3:20-cv-879-LAB-NLS; Ettedgui v. WB Studio Enterprises Inc – U.S. District Court, California Central District, Case No. 2:20-CV-08053-MCS (MAAx); Fernandez v. Nuvision Federal Credit Union – Orange County Superior Court, Case No. 30-2020-01161691-CU-OE-CJC; Aviles v. UPS Supply Chain Solutions, Inc. – Riverside County Superior Court, Case No. RIC2000727; Alcocer v. DSV Solutions, LLC – San Bernardino Superior Court, Case No. CIVDS2010345; Wilson v. Wholesome Harvest Baking, LLC – U.S. District Court, California Northern District, Case No. 4:20-cv-05186-YGR; Gregory v. Verio Healthcare, Inc. – Los Angeles County Superior Court, Case No. 20STCV37254; Rose v. Impact Group, LLC – Orange County Superior Court, Case No. 30-2020-01141107-CU-OE-CXC; Monasterio v. Citibank, N.A. – San Mateo County Superior Court, Case No. 20-CIV-03650; Martinez-Lopez v. Medamerica, Inc. – San Diego County Superior Court, Case No. 37-2020-00034393-CU-OE-CTL; Cox v. PRB Management, LLC – Solano County Superior Court, Case No. FCS055514; Nash v. K. Hovnanian Companies, LLC – Riverside County Superior Court, Case No. RIC2003319; Kyler v. Harbor Freight Tools USA, Inc. – San Diego County Superior Court, Case No. 37-2020-00015828-CU-OE-CTL; Roberts v. Solantic Corporation – Los Angeles County Superior Court, Case No. 20STCV41117; Price v. Mistras Group, Inc. – Los Angeles County Superior Court, Case No. 20STCV22485; Macias v. ABM Electrical & Lighting Solutions, Inc. – San Diego County Superior Court, Case No. 37-2020-00024997-CU-OE-CTL; Basu-Kesselman v. Garuda Labs, Inc. – San Francisco County Superior Court, Case No. CGC-20-585229; Armstrong v. Prometric LLC – Los Angeles County Superior Court, Case No. 20STCV29967; Ashlock v. Advantis Medical Staffing, LLC – San Diego County Superior Court, Case No. 37-2020-00022305-CU-OE-CTL; Wilson v. WXI Global Solutions, LLC – Los Angeles County Superior Court, Case No. 20STCV25007; Gandhale v. Select Rehabilitation, LLC – Monterey County Superior Court, Case No. 20CV002240; Starvoice v. G4S Secure Solutions (USA) Inc. – San Diego County Superior Court, Case No. 37-2020-00029421-CU-OE-CTL; Mbise v. Axlehire, Inc. – Alameda County Superior Court, Case No. RG20067350; Points v. C&J Services, Inc. – Kern County Superior Court, Case No. BCV-20-102483; Marshall v. PHI Air Medical, LLC – Lassen County Superior Court, Case No. 62973; Jauregui v. Cyctec Engineered Materials, Inc. – Orange County Superior Court, Case No. 30-2020-01164932-CU-OE-CXC

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Nicole Fritch (“Plaintiff”) and defendant The Coca-Cola Company (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as the “Parties,” or individually as “Party.”

1. DEFINITIONS

In addition to other terms defined in this Agreement, the terms below have the following meaning in this Agreement:

- 1.1. “Action” collectively means the Plaintiff’s lawsuits alleging wage and hour violations against Defendant captioned: (1) *Nicole Fritch v. The Coca-Cola Company*, Case No. 8:23-cv-00576-JWH-E, initiated on February 1, 2023 and pending in the United States District Court for the Central District of California; and (2) *Nicole Fritch v. The Coca-Cola Company*, Case No. 30-2023-01313737-CU-OE-CXC, initiated on March 21, 2023 and pending in the Superior Court of the State of California, County of Orange.
- 1.2. “Administrator” means ILYM Group, Inc. the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval.
- 1.4. “Class” means all individuals currently or formerly employed by Defendant in California and classified as an hourly, non-exempt employee at any time during the Class Period, excluding any *Flores* Settlement Members who worked from February 1, 2019 to February 23, 2022, and whose employment terminated on or before February 23, 2022 and who has not been since rehired by Defendant The Coca-Cola Company.
- 1.5. “Class Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, Nicholas J. De. Blouw, Victoria Rivapalacio, Piya Mukherjee, Jeffrey S. Herman, and Charlotte James of Blumenthal Nordrehaug Bhowmik De Blouw LLP, and Shane Phayakapong, Shane Law, P.C.
- 1.6. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts to be paid to Class Counsel for fees and expenses, respectively, as approved by the Court, to compensate Class Counsel for their legal work in connection with the Action, including their pre-filing investigation, their filing of the Action, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and related litigation expenses billed in connection with the Action.

- 1.7. “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s full name, last-known mailing address, Social Security number, and the number of Workweeks and PAGA Pay Periods for each Class Member.
- 1.8. “Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an PAGA Employee).
- 1.9. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members by use of available email addresses, phone numbers, social security numbers, credit reports, LinkedIn and Facebook.
- 1.10. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.11. “Class Notice Packet” means the Class Notice to be provided to the Class Members by the Administrator in the form set forth as Exhibit A to this Agreement (other than formatting changes to facilitate printing by the Administrator) along with a Request for Exclusion form and Dispute form substantively in the forms attached hereto as Exhibit A.
- 1.12. “Class Period” means the period of time from February 1, 2019, through the earlier of preliminary approval or August 3, 2024.
- 1.13. “Class Representative” means the named Plaintiff in the Operative Complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.14. “Class Representative Service Payment” means the service payment made to the Plaintiff as Class Representative in order to compensate for initiating the Action, performing work in support of the Action, undertaking the risk of liability for Defendant’s expenses, and for the release of claims by the Plaintiff in the Action, excluding her individual claims for discrimination, retaliation, failure to engage in the interactive process, failure to provide reasonable accommodation, and wrongful termination, which she is releasing in a separate confidential individual settlement agreement.
- 1.15. “Court” means the Superior Court of California, County of Orange.
- 1.16. “Defendant” means The Coca-Cola Company.

- 1.17. “Defense Counsel means Sophia B. Collins, Anthony G. Ly, Puja Sharma, and Yuri Choy of Littler Mendelson, P.C.
- 1.18. “Effective Date” means five (5) calendar days after the period for filing any appeal, writ, or other appellate proceeding opposing Final Approval and judgment has elapsed without any appeal, writ, or other appellate proceeding having been filed, i.e., 65 days from the date the court grants final approval and enters judgment; or, if any appeal, writ, or other appellate proceeding opposing Final Approval has been filed within that timeframe; five business days after any appeal, writ, or other appellate proceedings opposing the Settlement has finally and conclusively dismissed with no right to pursue further remedies or relief.
- 1.19. “Final Approval” means the Court’s order granting final approval of the Settlement substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
- 1.20. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement to determine whether to approve finally and implement the terms of this Agreement and enter the Judgment.
- 1.21. “*Flores*” means the class action and PAGA lawsuit *Flores v. The Coca-Cola Company, Los Angeles County Superior Court*, Case No. 20STC 07230 that resulted in a settlement covering the *Flores* Settlement Members.
- 1.22. “*Flores* Settlement Members” means all non-exempt employees who performed work for the Defendant at the Fontana, California and Ontario, California facilities during the period from July 31, 2018 to and including February 23, 2022, which released all claims alleged in the *Flores* action, or any claims that could have been alleged in the *Flores* action based on the facts alleged, including claims for (a) minimum wage; (b) overtime; (c) failure to provide accurate itemized statements; (d) failure to provide wages when due; (e) failure to timely pay wages; (f) failure to provide meal periods; (g) failure to provide rest breaks; (h) violation of Business Professions Code 17200 *et seq.*; and (i) violation of the PAGA for the PAGA period of February 25, 2019 to February 23, 2022.
- 1.23. “Gross Settlement Amount” means One Million Five Hundred Thousand Dollars (\$1,500,000), which is the total amount to be paid by Defendant as provided by this Agreement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment and the Administration Expenses Payment. This Gross Settlement Amount is an all-in amount without any reversion to Defendant, and excludes any employer payroll taxes, if any, due on the portion of the Individual Class Payments allocated to wages which shall not be paid from the Gross Settlement and shall be the separate additional obligation of Defendant.

- 1.24. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.25. “Individual PAGA Payment” means the PAGA Employees’ pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.
- 1.26. “Judgment” means the judgment entered by the Court based upon Final Approval substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
- 1.27. “LWDA” means the California Labor and Workforce Development Agency.
- 1.28. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.29. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: the PAGA Penalties, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments.
- 1.30. “Non-Participating Class Member” means a Class Member who opts out of the Class Settlement by submitting a valid and timely Request for Exclusion to the Administrator.
- 1.31. “PAGA Employees” means all Class Members who were employed by Defendant at any time during the PAGA Period, excluding any *Flores* Settlement Member who worked from February 1, 2019 to February 23, 2022 and whose employment terminated on or before February 23, 2022 and who has not been since rehired by Defendant The Coca-Cola Company.
- 1.32. “PAGA Pay Period” means any pay period during which a PAGA Employee worked for Defendant for at least one day during the PAGA Period.
- 1.33. “PAGA Period” means the period of time from January 10, 2022, through the earlier of preliminary approval or August 3, 2024.
- 1.34. “PAGA” means the Private Attorneys General Act (Labor Code 2698 *et seq.*).
- 1.35. “PAGA Notice” means the Plaintiff’s January 10, 2023 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.36. “PAGA Penalties” means the total amount allocated as alleged civil penalties to be paid

from the Gross Settlement Amount, 25% of which shall be paid to the PAGA Employees (\$7,500) and 75% to the LWDA (\$22,500) in settlement of PAGA claims.

- 1.37. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion.
- 1.38. “Plaintiff” means Nicole Fritch the named plaintiff in the Action.
- 1.39. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement, substantially in the form attached hereto as Exhibit B to this Agreement and incorporated by this reference herein.
- 1.40. “Released Class Claims” means all claims set forth in the Operative Complaint that occurred during the Class Period, including: (1) unfair competition; (2) failure to pay minimum wages; (3) failure to pay overtime wages; (4) failure to provide meal periods; (5) failure to provide rest periods; (6) failure to provide accurate itemized statements; (7) failure to reimburse employees for required expenses; (8) failure to provide wages when due; and (9) failure to pay sick wages; as well as any claims that could have been pled from the same or similar facts pled in the Operative Complaint, including those claims for interest, penalties (including waiting time penalties), as well as any claims under the California Labor Code for violations of Labor Code sections 201, 202, 203, 204, 210, 218, 221, 226, 226.7, 233, 246, 247, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802, 2810.5; Business and Professions Code 17200, et seq.; the Fair Labor Standards Act, 29 U.S.C. 201, et seq. (“FLSA”); and the applicable California Industrial Welfare Commission Wage Orders. The Released Class Claims include any claims for injunctive relief, declaratory relief, restitution, alleged or which could have been alleged under the facts, allegations and/or claims pleaded in the Operative Complaint that occurred during the Class Period. The Released Class Claims exclude all class claims outside of the Class Period, including Plaintiff’s individual claims that are subject to a separate release, claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or class claims based on facts occurring outside the Class Period, and, for *Flores* Settlement Class Members, the claims that were already resolved and released in the *Flores* settlement for the period between July 31, 2018 and February 23, 2022.
- 1.41. “Released PAGA Claims” means all alleged violations of PAGA in the Operative Complaint that occurred during the PAGA Period, including: claims alleged or claims based on the facts in the Operative Complaint in the PAGA Action for violation of the California Private Attorneys General Act of 2004 (Labor Code 2698, et seq.), and Plaintiff’s request for PAGA penalties based on the same facts alleged in the Operative Complaint and/or the January 10, 2023 PAGA Notice sent to the LWDA by Plaintiff under Labor Code section 2699.3 prior to filing the PAGA Action for alleged violations of the California Labor Code and California Industrial Welfare Commission Wage Orders

for violations of Labor Code sections 201, 202, 203, 204 et seq., 210, 221, 226, 226(a), 226.3, 226.7, 227.3, 246 et seq., 510, 512, 558, 1194, 1197, 1197.1, 1198, 2802, and applicable IWC Wage Orders, and California Code of Regulations, Title 8, section 11000 et seq. The Released PAGA Claims exclude PAGA claims outside of the PAGA Period, and, for *Flores* Settlement Members, the PAGA claims that were already resolved and released in the *Flores* settlement for the period of February 25, 2019 to February 23, 2022.

- 1.42. “Released Parties” means: Defendant and any of their past, present and future direct or indirect parents, subsidiaries, predecessors, successors and affiliates, as well as each of its past, present and future officers, directors, employees, partners, members, shareholders and agents, attorneys, insurers, reinsurers, and any individual or entity which could be jointly liable with Defendant.
- 1.43. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member. A Request for Exclusion will not exclude a Class Member from receiving his or her prorated portion of the PAGA Penalties to the extent the Class Member is also a PAGA Employee and his or her Request for Exclusion will not affect his or her Release of PAGA Claims.
- 1.44. “Response Deadline” means forty-five (45) calendar days after the Administrator mails Class Notice Packet to Class Members and shall be the last date on which Class Members may: (a) submit Requests for Exclusion from the Settlement, or (b) submit his or her Objection to the Settlement. Class Members to whom Class Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.
- 1.45. “Settlement” means the disposition of the Action and all related claims effectuated by this Agreement and the Judgment.
- 1.46. “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.

2. RECITALS

The Class Action

- 2.1. On February 1, 2023, Plaintiff commenced this Action by filing a Class Action Complaint against Defendant in the Superior Court of the State of California, County of Orange (the “Class Action”). Plaintiff’s Class Action Complaint asserted class claims that Defendant:
- (a) Violated California Business and Professions Code 17200 et seq.;
 - (b) Failed to pay minimum wages in violation of California Labor Code 1194, 1197 1197.1;

- (c) Failed to pay overtime wages in violation of California Labor Code 510, *et seq.*;
- (d) Failed to provide required meal periods in violation of California Labor Code 226.7 512 and the applicable IWC Wage Order;
- (e) Failed to provide required rest periods in violation of California Labor Code 226.7 512 and the applicable IWC Wage Order;
- (f) Failed to provide accurate itemized wage statements in violation of California Labor Code 226;
- (g) Failed to reimburse employees for required expenses in violation of California Labor Code 2802;
- (h) Failed to provide wages when due in violation of California Labor Code 201, 202 and 203;
- (i) Failure to pay sick pay wages in violation of California Labor Code 201-204, 233, 246;
- (j) Discriminated and Retaliated in violation of FEHA;
- (k) Failed To Engage in the Interactive Process in violation of Cal. Gov. Code 12940(N);
- (l) Failed to Provide Reasonable Accommodation in violation of Cal. Gov. Code 12940(m); and,
- (m) Wrongfully Terminated in violation of public policy.¹

2.2. On March 30, 2023, Defendant removed Plaintiff's Class Action Complaint to the United States District Court for the Central District of California, where it is currently pending under Case No. Case No. 8:23-cv-00576-JWH-E.

2.3. On August 29, 2023, the Parties filed a Stipulation to Stay the Class Action pending mediation, which the Court granted on August 30, 2023.

2.4. On April 11, 2024, the Parties filed a Stipulation to Stay the Class Action pending a determination by the Court approving of or denying the settlement agreement entered into by the Parties.

2.5. On April 16, 2024, the Hon. John W. Holcomb granted the Parties' Stipulation to Stay the Class Action and stayed the Class Action.

The PAGA Action

2.6. On March 21, 2023, Plaintiff filed a separate Representative Action Complaint against Defendant (the "PAGA Action"). Plaintiff's Representative Action Complaint asserted one cause of action against Defendant for Civil Penalties Pursuant to Labor Code 2699, *et seq.* for violations of Labor Code 201, 202, 203, 204, *et seq.*, 210, 221, 226(a), 226.7, 227.3, 246, *et seq.*, 510, 512, 558(a)(1), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of

¹ Claims (j)-(m) were asserted by Plaintiff individually, whereas the remaining claims were asserted by Plaintiff on classwide basis.

Regulations, Title 8, Section 11070(14) (Failure to Provide Seating), and the applicable Wage Order(s).

2.7. On May 9, 2023, Defendant filed a Special Demurrer, or in the Alternative, Motion to Stay Plaintiff's Representative Action Complaint.

2.8. On June 8, 2023, the Court stayed the case, overruling Defendant's Special Demurrer, but granting Defendant's Motion to Stay the PAGA Action

P e a d A e d e

2.9. As part of this Agreement, and for settlement purposes only, the Parties stipulate to the filing of a First Amended Class and Representative Action Complaint in the PAGA Action that adds the claims, allegations, and parties originally in the Class Action. The First Amended Class and Representative Action Complaint shall be the operative complaint in the Action (the "Operative Complaint"), which shall be provided to the Court with Plaintiff's Motion for Preliminary Approval and will be filed if the Court grants preliminary approval of the settlement. The Parties agree to stipulate to continue a stay in the Class Action pending in the Central District of California through the conclusion of the settlement approval process before the Orange County Superior Court. In the event that the settlement is not approved, the Parties will lift the stay in the Class Action within fourteen (14) days of the order denying the settlement, and (1) the Class Action will continue to be litigated before the Central District of California, (2) Plaintiff's PAGA Claim will continue to be litigated before the California Superior Court, County of Orange, and (3) the Parties shall stand in the same position, without prejudice, as if this Agreement was neither entered into nor filed with the Court. If the settlement is approved, the parties will stipulate to dismiss the Class Action without prejudice in the Central District of California.

2.10. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint, and denies any and all liability for the causes of action alleged in the Operative Complaint.

M e d i a t i o n

2.11. On April 3, 2024, the Parties participated in an all-day mediation presided over by Tripper Ortman, Esq. a respected mediator of wage and hour representative and class actions. Following the mediation, each side, represented by its respective counsel, was able to agree to settle the Action, which was memorialized in the form of a Memorandum of Understanding. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties.

2.12. Prior to mediation, Plaintiff obtained documents and information, including time and pay data for the alleged class, in formal and informal discovery to sufficiently investigate

the claims such that Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

2.13. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that the claims in the Action of Plaintiff or the Class have merit or that Defendant bears any liability to Plaintiff or the Class on those claims or any other claims, or as an admission by Plaintiff that Defendant's defenses in the Action have merit. Defendant maintains, among other things, that it has complied with the law in all respects. Defendant further denies that, for any purpose other than settling the Action, that Plaintiff's Class Claims are appropriate for class treatment. Nothing in this Agreement shall be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the settlement does not become effective, Defendant reserves the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Action.

2.14. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant promises to pay \$1,500,000 and no more as the Gross Settlement Amount. This amount is all-inclusive of all payments contemplated in this resolution, excluding any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages, which shall be separately paid by Defendant to the Administrator. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or PAGA Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.2. Payments from the Gross Settlement Amount. Subject to the terms and conditions of this Agreement, the Administrator will make the following payments out of the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval.

(a) To Plaintiff: Class Representative Service Payment to the Class Representative of not more than \$10,000 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class

Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount for distribution to Participating Class Members. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

- (b) To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3) of the Gross Settlement Amount, which is currently estimated to be \$500,000, and a Class Counsel Litigation Expenses Payment of not more than \$50,000. Defendant will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount for distribution to Participating Class Members. Released Parties shall have no liability to Class Counsel or any other counsel for Plaintiff arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Released Parties harmless, and indemnifies Released Parties, from any dispute or controversy arising from or out of these payments, including but not limited to, any dispute regarding any division or sharing of these payments.
- (c) To the Administrator: An Administration Expenses Payment not to exceed \$12,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses Payment is less, or the Court approves payment less than \$12,000, the Administrator will retain the remainder in the Net Settlement Amount for distribution to Participating Class Members.
- (d) To the LWDA and PAGA Employees: PAGA Penalties in the amount of \$30,000 to be paid from the Gross Settlement Amount, with 75% (\$22,500) allocated to the LWDA PAGA Payment and 25% (\$7,500) allocated to the Individual PAGA Payments.
 - i. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the PAGA Employees' 25% share of PAGA Penalties (\$7,500) by the total number of PAGA Pay Periods worked by all PAGA Employees during the PAGA Period and (b) multiplying the result by each PAGA Employee's

PAGA Pay Periods. PAGA Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. Individual PAGA Payment calculation will exclude, for any *Flores* Settlement Members, those Pay Periods worked from February 1, 2019 to February 23, 2022.

- ii. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount for distribution to Participating Class Members. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.
- (e) To Each Participating Class Member: An Individual Class Payment 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. The Workweek calculation will exclude, for any *Flores* Settlement Members, those workweeks worked from February 1, 2019 and February 23, 2022.
- i. Tax Allocation of Individual Class Payments. 50% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 50% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for non-wages, expense reimbursement, interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.
 - ii. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

. SETTLEMENT FUNDING

- 4.1. Class Workweeks and PAGA Employee Pay Periods. Based on its records as of February 17, 2024, Defendant estimates that the Class consists of 904 Class Members who collectively worked a total of 111,249 Workweeks, and 527 PAGA Employees who worked a total of 40,555 PAGA Pay Periods.
- 4.2. Class Data. Not later than 60 days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data

to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

- 4.3. Funding of the Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than ten (10) calendar days after the Effective Date.

. PAYMENTS FROM THE GROSS SETTLEMENT AMOUNT

- 5.1. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment.
- 5.2. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the "void date," which is 180 days after the date of mailing, when the check will be voided. Before checks are mailed, the Administrator shall update address information through the National Change of Address database. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all PAGA Employees including Non-Participating Class Members who qualify as PAGA Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database. If a Participating Class Member's or PAGA Employee's check is not cashed within 120 days after its last mailing to the affected individual, the Administrator will also send the individual a notice informing him or her that unless the check is cashed by the void date, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed.
- 5.3. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without a USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the

USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

5.4. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

5.5. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

- **RELEASE OF CLAIMS.** Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Participating Class Members, PAGA Employees and the LWDA will release claims against all Released Parties as follows:

6.1. Plaintiff's Release. Plaintiff and her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint or Plaintiff's PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to Plaintiff's individual non-wage and hour claims against Defendant alleged in causes of action 10 through 13 of the Operative Complaint that are being separately settled, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

(a) Plaintiff's Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

- (b) Plaintiff's Other Claims. Plaintiff represents that she has additional individual tort, non-wage and hour, claims against Defendant alleged in causes of action 10 through 13 of the Operative Complaint. Plaintiff is separately settling these individual claims. In addition to the Gross Settlement Amount, Plaintiff will also separately be paid for resolution of her individual claims alleged in causes of action 10 through 13 of the Operative Complaint as set forth in her separate confidential individual settlement agreement. This individual settlement to be paid to Plaintiff is in addition to the Gross Settlement Amount and will be memorialized in confidential individual settlement agreement that will be separate from this Agreement. If the Court requires the Parties to submit the terms of the individual settlement agreement to obtain approval of this Settlement, the Parties agree that the individual settlement agreement will be submitted in camera under seal to the Court.

6.2. Release by Participating Class Members. All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claims.

6.3. Release of PAGA Claims. All PAGA Employees and the LWDA 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 the Released PAGA Claims.

7. MOTION FOR PRELIMINARY APPROVAL. The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's procedures and instructions.

7.1. Defendant's Responsibilities. Within 14 days of the full execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed Declaration averring that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement. In this Declaration, Defendant shall also aver as to the number of Class Members and the number of Workweeks for the Class during the Class Period as referenced in Section 4.1 above.

7.2. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed

Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (vi) all facts relevant to any actual or potential conflict of interest with Class Members. In their Declarations, Plaintiff and Class Counsel Declaration shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

7.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court’s Preliminary Approval to the Administrator.

7.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court’s concerns. Any dispute between the parties related to this Agreement or any motion seeking approval of the settlement shall be presented to the Court for resolution only after first attempting to resolve the matter with the mediator.

. SETTLEMENT ADMINISTRATION

8.1. Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Administrator’s duties will include preparing, printing, and mailing the Class Notice

Packet to all Class Members; conducting a National Change of Address search to update Class Member addresses before mailing the Class Notice Packets; re-mailing Class Notice Packets that are returned to the Class Member's new address; setting up a toll-free telephone number and email and a fax number to receive communications from Class Members; receiving and reviewing for validity completed Requests for Exclusion; providing the Parties with weekly status reports about the delivery of Class Notice Packets and receipt of Requests for Exclusion, objections and disputes; calculating Individual Class Payments and Individual PAGA Payments; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

8.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for the purposes of calculating payroll tax withholdings and providing reports to the state and federal tax authorities.

8.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("SF") under US Treasury Regulation section 468B-1.

8.4. Notice to Class Members.

- (a) No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.
- (b) Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
- (c) Not later than 7 days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

- (d) The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the Response Deadline provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- (e) If the Administrator, the Parties, Defense Counsel or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

8.5. Requests for Exclusion (Opt-Outs).

- (a) Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion 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 email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- (b) The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator shall demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- (c) Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraph 6.2 of the Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

- (d) Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are PAGA Employees are deemed to release the claims identified in Paragraph 6.3 of this Agreement and are eligible for an Individual PAGA Payment regardless of whether they choose to submit a Request for Exclusion. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted, and the objection will be void.

8.6. Challenges to Calculation of Workweeks. Each Class Member shall have until the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. Any dispute as to Workweeks and/or Pay Periods shall be initially resolved by the Administrator, with input and assistance from Defendant's Counsel, where applicable, and shall be subject to the jurisdiction of the Court. . The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination as to the challenges.

8.7. Objections to Settlement.

- (a) Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.
- (b) Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, or in addition to a written objection, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice was re-mailed).
- (c) Non-Participating Class Members have no right to object to any of the class action components of the Settlement. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted, and the objection will be void.

8.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

- (a) Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.
- (b) Request for Exclusion (Opt-Outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 7 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).
- (c) Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.
- (d) Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include providing the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.
- (e) Administrator’s Declaration. Not later than 7 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to

locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

- (f) Final Report by Administrator. Within 10 days after the Administrator disburses all funds of the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 7 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court. If a second declaration attesting to the distribution of uncashed checks is required, the Administrator shall provide this second declaration at least 7 days before any deadline for a second declaration and Class Counsel shall be responsible for filing the second declaration with the Court.

- . **CLASS SIZE MODIFICATION AND ESCALATOR CLAUSE.** Based on its records, Defendant provided figures as to the Class size as set forth in paragraph 4.1 above. In regard hereto, Defendant is providing a declaration as set forth in paragraph 7.1 above. If the total number of 111,249 Workweeks worked by the Class Members during the Class Period increases by more than 10 , then the Gross Settlement Amount will be increased proportionately. For example, if the number is 11 higher, the Gross Settlement Amount will be increased by 1 . In the alternative, Defendant may elect to shorten the Class Period to stay within the 10 cushion.

- 10. DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5 of the total of all Class Members, Defendant may, but is not obligated to, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Administration Expenses incurred as of the date Defendant makes this election to withdraw. Defendant's rescission shall have the same effect as a termination of the Settlement Agreement for failure to satisfy a condition of settlement. Defendant must notify Class Counsel and the Court of its election to withdraw not later than fifteen (15) days after the Administrator sends the final Exclusion List to Defense Counsel. Invalid Requests for Exclusion will have no effect on this threshold for an election. Defendant agrees to meet and confer in good faith with Class Counsel before rescinding or voiding the Settlement Agreement. In the event that Defendant elects to rescind/void the Settlement Agreement, Defendant shall provide written notice of such rescission to Settlement Class Counsel.

11. MOTION FOR FINAL APPROVAL. Unless otherwise ordered by the Court, not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699(1), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiff shall provide drafts of these documents to Defense Counsel not later than 14 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer and in good faith, to resolve any disagreements concerning the Motion for Final Approval. With the motion for final approval, Plaintiff will present a full report to the Court on all exclusions and objections received. The Court will consider any objections at the Final Approval Hearing.

- 11.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 11.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval. The Court’s decision to award less than the amounts requested for a Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.
- 11.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement under C.C.P. section 664.6 solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
- 11.4. Appellate Court Orders to vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court’s concerns and to obtain Final Approval and entry of Judgment, sharing, on an equal basis, any additional Administration Expenses reasonably incurred at the time of remittitur. An appellate decision to vacate, reverse, or modify the Court’s award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

12. AMENDED JUDGMENT. If any amended judgment is required under C.C.P. section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

13. ADDITIONAL PROVISIONS

13.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or Judgment pursuant to this Agreement, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. Further, if, for any reason the Court does not grant Preliminary Approval, Final Approval or Judgment pursuant to this Agreement, (1) the Parties' prior Memorandum of Understanding and this Agreement shall be null and void; (2) neither the settlement nor any of the related negotiations or proceedings shall be of any force or effect; and (3) all Parties to the settlement shall stand in the same position, without prejudice, as if the Memorandum of Understanding Agreement were not entered into and the Agreement was not filed with the Court. The Settlement, this Agreement and Parties willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

13.2. Dismissal of Class Claims in the Action. If, for any reason the Court does not grant Final Approval or Judgment pursuant to this Agreement, the Parties will stipulate and take all actions necessary to obtain the dismissal of Plaintiff's Class Claims without prejudice from the Operative Complaint in the Action and Plaintiff will litigate those Class Claims before the United States District Court for the Central District of California, Case No. Case No. 8:23-cv-00576-JWH-E, where the Class Claims are currently stayed.

13.3. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter concerning any of the claims being released by this Agreement; (3) to the extent necessary to report income to appropriate taxing

authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Class Counsel will take all steps necessary to ensure that Plaintiff is aware of, and will encourage her to adhere to, the restriction against any public disclosure of the Settlement until after the Settlement is preliminarily approved by the Court (subject to any independent requirement of her confidential individual settlement agreement). Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that “the matter was resolved,” or words to that effect. This paragraph does not restrict Class Counsel’s communications with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members. After preliminary approval Class Counsel and Plaintiff agree not to publicize the terms of this Settlement with the media, including but not limited to, any newspaper, journal, magazine, website and/or online reporter of settlements or on any website.

- 13.4. No Solicitation. The Parties separately agree that they and their respective counsel and employees have not and will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel’s ability to communicate with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members.
- 13.5. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 13.6. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 13.7. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator first, and then, to the extent necessary, the Court, for resolution.

- 13.8. Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 13.9. Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 13.10. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 13.11. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 13.12. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 13.13. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 13.14. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 13.15. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Defendant.
- 13.16. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 13.17. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement

falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

- 13.18. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff and the Class:

Norman B. Blumenthal
Kyle R. Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
2255 Calle Clara
La Jolla, CA 92037
Tel.: (858) 551-1223
Fax: (858) 551-1232
E-Mail: norm@bamlawca.com
kyle@bamlawca.com

To Defendant:

Anthony Ly
Littler Mendelson, P.C.
2049 Century Park East, 5th Floor
Los Angeles, CA 90067-3107
Tel.: (310) 553-0308
Fax: (310) 553-5583
E-Mail: aly@littler.com

- 13.19. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

- 13.20. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to C.C.P. section 583.330 to extend the date to bring a case to trial under C.C.P. section 583.310 for the entire period of not less than one (1) year starting from the date of the signing of this agreement by all parties until the entry of the final approval order and judgment or, if not entered, the date this Agreement shall no longer be of any force or effect.

13.21. Fair Settlement. The Parties, Class Counsel and Defense Counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, both current and potential.

1 . EXECUTION BY PARTIES AND COUNSEL

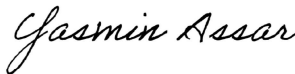
The Parties and their counsel hereby execute this Agreement.

Dated: Jul 8, 2024



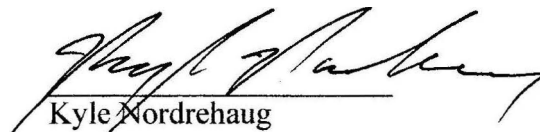
Nicole Fritch (Jul 8, 2024 11:15 PDT)
Plaintiff Nicole Fritch

Dated: 7/2/2024



Yasmin Assar
For Defendant The Coca-Cola Company

Dated: 7/8/24



Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Dated: Jul 18, 2024



Shane Phayakapong (Jul 18, 2024 12:55 PDT)
Shane Phayakapong, Esq.
Shane Law, P.C.
Attorney for Plaintiff

EXHIBIT A

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

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

***Fritch v. The Coca-Cola Company, Superior Court of the
State of California, County of Orange, Case No. 30-2023-01313737-CU-OE-CXC***

*A court authorized this notice. This is not a solicitation.
This is not a lawsuit against you, and you are not being sued.*

To: All individuals currently or formerly employed by Defendant The Coca-Cola Company (“Defendant”) in California and classified as an hourly, non-exempt employee at any time during the Class Period (February 1, 2019, through **August 3, 2024).**

The Superior Court of the State of California, County of Orange has granted preliminary approval of a proposed settlement of the above-captioned action. Because your rights may be affected by this settlement, please read this Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval (“Class Notice”) carefully. The purpose of this Class Notice is to provide a description of the claims alleged in the action, the key terms of the settlement, and your rights and options with respect to the settlement.

**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. Your estimated Individual Class Payment is: \$<< __ >>. See the explanation in Section 5 below. 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 The Response Deadline is _____.	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 class action portion of the Settlement and you will not be bound by the class action portion of the Settlement. Instructions are set forth in Section 7 below.
Object The Response Deadline is _____.	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. The Court’s Final Approval Hearing is scheduled to take place on _____ at 1:30 p.m., at the Orange County Superior Court, located at 751 West Santa Ana Blvd., Santa Ana, CA 92701, before Judge Lon Hurwitz in Department CX103. Directions regarding Objections are provided in Section 8 below.

1. Why did I receive this Class Notice?

On February 1, 2023, Nicole Fritch (“Plaintiff”) filed a lawsuit alleging class claims against Defendant The Coca-Cola Company (“Defendant”) in the Superior Court of the State of California, County of Orange, which was later removed to the United States District Court for the Central District of California (the “Class Action”). Separately, on March 21, 2023, Nicole Fritch (“Plaintiff”) filed a lawsuit against Defendant The Coca-Cola Company (“Defendant”) in the Superior Court of the State of California, County of Orange alleging a claim under the Labor Code Private Attorneys General Act of 2004 (the “PAGA Action”). The class claims from the Class Action were added to the PAGA Action for purposes of settlement (the PAGA Action with the added class claims that is being settled is referred to herein as the “Action”).

Pursuant to a court order, you are hereby notified that Plaintiff and Defendant have reached a proposed class action settlement of the Action. The Honorable Lon Hurwitz has been assigned as the judge overseeing the Action and Settlement.

The Court held a hearing on [REDACTED]. After the hearing, the Court granted Preliminary Approval of the Settlement. The Court conditionally certified the Class for settlement purposes only and directed that you receive this Class Notice to provide a summary of the Settlement so that you may better understand your rights and options under the Settlement. Capitalized terms in this Class Notice are defined herein and/or in the Parties’ Class Action and PAGA Settlement Agreement (“Agreement”).

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 Orange (the “Court”) has been reached between Plaintiff and Defendant and has been granted preliminary approval by the Court.

You have received this Class Notice because you have been identified as a member of the Class and may be entitled to receive money from this Settlement.

The Class is defined as:

All individuals currently or formerly employed by Defendant in California and classified as an hourly, non-exempt employee at any time during the Class Period, excluding any *Flores* Settlement Members who worked from February 1, 2019 to February 23, 2022, and whose employment terminated on or before February 23, 2022 and who has not been since rehired by Defendant The Coca-Cola Company.

The Class Period is February 1, 2019, through August 3, 2024.

“*Flores*” means the class action and PAGA lawsuit *Flores v. The Coca-Cola Company, Los Angeles County Superior Court*, Case No. 20STCV07230 that resulted in a settlement covering the *Flores* Settlement Members. “*Flores* Settlement Members” means all non-exempt employees who performed work for the Defendant at the Fontana, California and Ontario, California facilities during the period from July 31, 2018 to and including February 23, 2022, which released all claims alleged in the *Flores* action, or any claims that could have been alleged in the *Flores* action based on the facts alleged, including claims for (a) minimum wage; (b) overtime; (c) failure to provide accurate itemized statements; (d) failure to provide wages when due; (e) failure to timely pay wages; (f) failure to provide meal periods; (g) failure to provide rest breaks; (h) violation of Business & Professions Code 17200 *et seq.*; and (i) violation of the PAGA for the PAGA period of February 25, 2019 to February 23, 2022.

It is important that you read this Class Notice carefully as your rights may be affected by the Settlement.

2. What is this class action lawsuit about?

In the Action, Plaintiff alleges the following class claims against Defendant: (1) unfair competition; (2) failure to pay minimum wages; (3) failure to pay overtime wages; (4) failure to provide meal periods; (5) failure to provide rest periods; (6) failure to provide accurate itemized statements; (7) failure to reimburse employees for required expenses; (8) failure to provide wages when due; and (9) failure to pay sick wages. The Action also alleges a representative claim under the California Private Attorneys General Act, Cal. Labor Code §§ 2698, *et seq.* (“PAGA”) for civil penalties based upon the above alleged violations.

On _____, 2024, the Court issued an Order granting leave to file the First Amended Class and Representative Action Complaint in the Action that adds the claims, allegations, and parties originally in the class action. The First Amended Class and Representative Action Complaint was filed _____, 2024 and is the operative complaint in the Action (the “Operative Complaint”).

Defendant expressly denies any wrongdoing or legal liability arising out of the claims alleged in the Action. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint, and denies any and all liability for the causes of action alleged in the Operative Complaint. Defendant further denies that, for any purpose other than settling the Action, that Plaintiff’s Class Claims are appropriate for class treatment. Defendant has asserted numerous procedural and legal defenses to the Action and contends that the facts and applicable law do not allow for any monetary or other relief to Plaintiff or the Class. Defendant wishes to settle the Action only to avoid costly, disruptive, and time-consuming litigation. The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that Plaintiff’s claims in the lawsuit have merit, that it has any liability to Plaintiff or the group of individuals that Plaintiff seeks to represent in this lawsuit, or that it engaged in any wrongdoing.

The Court has not made any determination as to whether Plaintiff’s claims have any merit. In other words, the Court has not determined whether any laws have been violated, nor has it decided in favor of Plaintiff or Defendant. Instead, both sides agreed to resolve the Action with no decision or admission of who is right or wrong.

The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firm Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class Counsel. In granting preliminary approval of the Settlement, the Court has determined that there is sufficient evidence 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 concerning the Settlement.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendants have agreed to pay an “all in” amount of One Million Five Hundred Thousand Dollars (\$1,500,000) (the “Gross Settlement Amount”) to fund the settlement of the Action.

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:

- *Administration Expenses Payment.* Payment to the Administrator, estimated not to exceed \$12,000, for expenses, including notifying the Class Members of the Settlement, distributing Individual Class Payments and tax forms, and handling questions about the Settlement.

- *Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment.* Payment to Class Counsel of reasonable attorneys' fees not to exceed one-third (1/3) of the Gross Settlement Amount, which is presently \$500,000, and an additional amount to reimburse actual litigation costs incurred by the Plaintiff not to exceed \$50,000. 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.
- *Class Representative Service Payment.* A Class Representative Service Payment in an amount not to exceed \$10,000 to the Plaintiff, subject to Court approval, to compensate Plaintiff for services on behalf of the Class in initiating and prosecuting the Action, and for the risks Plaintiff undertook.
- *PAGA Penalties.* A payment of \$30,000 relating to the claim for penalties under PAGA, 75% (\$22,500) of which will be paid to the California Labor Workforce Development Agency ("LWDA"), and 25% (\$7,500) of which shall be distributed as "Individual PAGA Payments" to the PAGA Employees based on their respective pay periods worked during the PAGA Period. Individual PAGA Payment calculation will exclude, for any *Flores* Settlement Members, those Pay Periods worked from February 1, 2019 to February 23, 2022.
 - The "PAGA Period" is January 10, 2022, through August 3, 2024.
 - "PAGA Employees" means all Class Members who were employed by Defendant at any time during the PAGA Period, excluding any *Flores* Settlement Member who worked from February 1, 2019 to February 23, 2022 and whose employment terminated on or before February 23, 2022 and who has not been since rehired by Defendant The Coca-Cola Company. As part of the resolution of the PAGA claim through this PAGA Payment, PAGA Employees will release all Released PAGA Claims for civil penalties alleged in the Action which arose during the PAGA Period as set forth below.

Calculation of Payments to Class Members ("Individual Class Payments").

The "Net Settlement Amount" means the total sum available for payout to Participating Class Members, which equals the Gross Settlement Amount minus the above-described Class Representative Service Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the PAGA Penalties, and the Administration Expenses Payment. The Net Settlement Amount is estimated to be at least \$_____. The 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. The Workweek calculation will exclude, for any *Flores* Settlement Members, those workweeks worked from February 1, 2019 and February 23, 2022. "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.

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

4. What Do I Release Under the Settlement?

Released Class Claims. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claims. The “Released Class Claims” are all claims set forth in the Operative Complaint that occurred during the Class Period, including: (1) unfair competition; (2) failure to pay minimum wages; (3) failure to pay overtime wages; (4) failure to provide meal periods; (5) failure to provide rest periods; (6) failure to provide accurate itemized statements; (7) failure to reimburse employees for required expenses; (8) failure to provide wages when due; and (9) failure to pay sick wages; as well as any claims that could have been pled from the same or similar facts pled in the Operative Complaint, including those claims for interest, penalties (including waiting time penalties), as well as any claims under the California Labor Code for violations of Labor Code sections 201, 202, 203, 204, 210, 218, 221, 226, 226.7, 233, 246, 247, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802, 2810.5; Business and Professions Code §§ 17200, et seq.; the Fair Labor Standards Act, 29 U.S.C. §§ 201, et seq. (“FLSA”); and the applicable California Industrial Welfare Commission Wage Orders. The Released Class Claims include any claims for injunctive relief, declaratory relief, restitution, alleged or which could have been alleged under the facts, allegations and/or claims pleaded in the Operative Complaint that occurred during the Class Period. The Released Class Claims exclude all class claims outside of the Class Period, including Plaintiff’s individual claims that are subject to a separate release, claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or class claims based on facts occurring outside the Class Period, and, for *Flores* Settlement Class Members, the claims that were already resolved and released in the *Flores* settlement for the period between July 31, 2018 and February 23, 2022.

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

Released PAGA Claims. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, the PAGA Employees and the LWDA 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 the Released PAGA Claims. The “Released PAGA Claims” are all alleged violations of PAGA in the Operative Complaint that occurred during the PAGA Period, including: claims alleged or claims based on the facts in the Operative Complaint in the PAGA Action for Violation of the California Private Attorneys General Act of 2004 (Labor Code §§ 2698, et seq.), and Plaintiff’s request for PAGA penalties based on the same facts alleged in the Operative Complaint and/or the January 10, 2023 PAGA Notice sent to the LWDA by Plaintiff under Labor Code section 2699.3 prior to filing the PAGA Action for alleged violations of the California Labor Code and California Industrial Welfare Commission Wage Orders for violations of Labor Code sections 201, 202, 203, 204 et seq., 210, 221, 226, 226(a), 226.3, 226.7, 227.3, 246 et seq., 510, 512, 558, 1194, 1197, 1197.1, 1198, 2802, and applicable IWC Wage Orders, and California Code of Regulations, Title 8, section 11000 *et seq.* The Released PAGA Claims exclude PAGA claims outside of the PAGA Period, and, for *Flores* Settlement Members, the PAGA claims that were already resolved and released in the *Flores* settlement for the period of February 25, 2019 to February 23, 2022. The release of the Released PAGA Claims shall be effective as to all PAGA Employees, regardless of whether a PAGA Employee submitted a request for an exclusion from the Class.

“Released Parties” collectively mean: Defendant and any of their past, present and future direct or indirect parents, subsidiaries, predecessors, successors and affiliates, as well as each of its past, present and future officers, directors, employees, partners, members, shareholders and agents, attorneys, insurers, reinsurers, and any individual or entity which could be jointly liable with Defendant.

5. How much will my payment be?

Defendant's records reflect that you have <<____>> Workweeks during the Class Period (February 1, 2019 to August 3, 2024). The Workweeks listed excludes workweeks covered by the *Flores* Action, as delineated above.

Although the exact share of the Net Settlement Amount cannot be precisely calculated at this time, based on this information, your estimated Individual Class Payment is <<____>>.

[if applicable - In addition, your Individual PAGA Payment is <<____>>.]

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Administrator at the address provided in this Class Notice no later than the Response Deadline, which is _____ [forty-five (45) days after the mailing of the Class Notice or 59 days in the event of a re-mailing]. You may also fax the dispute to _____ or email the dispute to _____ by no later than the Response Deadline. Any dispute should include credible written evidence and will be resolved by the Administrator. A Dispute form is included with this Class Notice.

Tax Matters. Each Participating Class Member's Individual Class Payment will be apportioned as follows: (1) fifty percent (50%) shall be allocated to alleged wages for which an IRS Form W-2 will issue and which shall be subject to tax withholdings customarily made from an employee's wages and all other authorized and required withholdings; and (2) fifty percent (50%) shall be allocated to settlement of claims for non-wages, expense reimbursement, interest and penalties, not subject to wage withholdings, for which an IRS Form 1099 will issue.

Neither Class Counsel nor Defendant's Counsel intend anything contained in this Class Notice to constitute advice regarding taxes or taxability. The tax issues for each Participating Class Member are unique to him/her, and each Participating Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

6. How can I get a payment?

To get money from the Settlement, **you do not have to do anything.** A check for your Individual Class Payment, and any Individual PAGA Payment (if applicable), 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: _____ (800) _____.

If the Court grants final approval of the Settlement and enters Judgment on the Settlement, and there are no objections or appeals, your Settlement payment will be mailed approximately three months after final approval. 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.

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 Settlement or "opt out." **If you opt out, you will receive NO money from the Settlement, and you will not be bound by its terms, which means you will retain your right to sue the Defendant as to the issues resolved by this Settlement.**

However, PAGA Employees who opt out will still be paid their Individual PAGA Payment and will remain bound by the release of the Released PAGA Claims regardless of their request for exclusion.

To opt out, 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 _____ [forty-five (45) days after the mailing of the Class Notice or 59 days in the event of a re-mailing]. You may also fax your request to opt out to _____ or email the dispute to _____ by no later than the Response Deadline. A Request for Exclusion form is included with this Class Notice. The Request for Exclusion should state in substance: “I wish to be excluded from the Class in the *Fritch v. The Coca-Cola Company* lawsuit.” The Request for Exclusion must state the Class Member’s full name, address, telephone number, and the name and number of the case, which is *Fritch v. The Coca-Cola Company*, Case No. 30-2023-01313737-CU-OE-CXC. The request to opt-out must be completed by you. No other person may opt-out for a living member of the Class.

The address for the Administrator is _____. Absent good cause found by the Court, written requests for exclusion that are faxed, emailed, or postmarked after _____, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release(s) 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, either in writing or in person. Objections that are in writing must state (1) the Class Member’s name, current address, telephone number, and the dates of employment in California by Defendant; (2) the words “Notice of Objection” or “Formal Objection”; (3) describe why you believe the Settlement is unfair and whether you intend to appear at the Final Approval Hearing; and (4) the name and number of the case, which is *Fritch v. The Coca-Cola Company*, in the Superior Court of the State of California, County of Orange, Case No. 30-2023-01313737-CU-OE-CXC.

All written objections must be mailed to the Administrator at _____ with copies to the Parties’ counsel, no later than the Response Deadline of _____ [forty-five (45) days after the mailing of the Class Notice or 59 days in the event of a re-mailing]. You may also fax the objection to _____ or email the objection to _____ by no later than this Response Deadline.

Alternatively, Class Members may appear at the Final Approval Hearing to make an oral objection without submitting a written objection. At this time, the Court now hears matters both in person and remotely through Zoom through the court’s online check-in process. If you need assistance, you may contact Class Counsel. Please check the Court’s website for current information and instructions concerning appearances and how to view Court proceedings: <https://www.occourts.org/media-relations/civil.html>.

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 and any Individual PAGA Payment owed. Absent good cause found by the Court, any Class Member who does not object in the manner provided in this Class Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

9. Who are the attorneys representing the Parties?

The addresses for Parties’ counsel are as follows:

Class Counsel:

Norman Blumenthal
Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
2255 Calle Clara
La Jolla, CA 92037
Tel: 858-551-1223 / Fax: 858-551-1232
Email: kyle@bamlawca.com
Website: www.bamlawca.com

Counsel for Defendant:

Sophia B. Collins
Anthony Ly
Puja Sharma
Littler Mendelson, P.C.
1255 Treat Blvd, Suite 600,
Walnut Creek, CA 94597
Email: SCollins@littler.com
Website: www.littler.com

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

The Court will hold a Final Approval Hearing at 1:30 p.m. on _____, in Department CX103 of the Superior Court of California, County of Orange, 751 West Santa Ana Blvd., Santa Ana, CA 92701, before Judge Lon Hurwitz. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval of the Settlement. 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.

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

You may contact the Administrator at or contact Class Counsel for more information. The Administrator's contact information is as follows:

Administrator:

Name of Company: ILYM Group, Inc.

Email Address: _____

Mailing Address: _____

Telephone Number: _____

Fax Number: _____

Settlement Website: _____

This Class Notice summarizes the proposed Settlement. More details are in the Agreement. You may receive a copy of the Agreement, the Final Judgment or other Settlement documents by going to The Administrator's website at <<_____>> where they will be posted as they become available. You may also get more details by examining the Court's file via the Civil Case and Document Access for the California Superior Court for the County of Orange (<https://www.occourts.org/online-services/case-access/>) and entering the Case No. 30-2023-01313737.

PLEASE DO NOT CALL THE COURT ABOUT THIS CLASS 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. In such event, the Administrator will pay all unclaimed funds to the paid to the California Controller's

Unclaimed Property Fund in the name of the Participating Class Member where the funds may be claimed at https://www.sco.ca.gov/upd_msg.html.

- If your check is lost or misplaced, you should contact the Administrator immediately to request a replacement.

REQUEST FOR EXCLUSION FORM

***Fritch v. The Coca-Cola Company*, Superior Court of the State of California, County of Orange, Case No. 30-2023-01313737-CU-OE-CXC**

I confirm that I have received the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval, which describes my rights and the options I may take in response to the parties' proposed Settlement in the above-referenced lawsuit.

By signing and returning this Request for Exclusion Form, I confirm that I wish to be removed from the proposed Class, that I do not want to participate as a Class Member, and that I do not want to be included in the proposed Class Settlement.

I understand and acknowledge that, by signing and submitting this form: (1) I will not receive any money from the proposed Settlement except my portion, if any, of the civil penalties that is allocated in settlement of the California Labor Code Private Attorney General Act of 2004 claim alleged by Plaintiff in the above-referenced Action; (2) I will not be bound by the class portion of the proposed Settlement and will only be bound by the release of the Released PAGA Claims; and (3) I will not have any right to object to the proposed Settlement.

THE EXCLUSION FORM MUST BE SIGNED, DATED, AND MAILED BY FIRST CLASS U.S. MAIL, POSTMARKED NO LATER THAN [INSERT DATE] TO: FRITCH V. THE COCA-COLA COMPANY ADMINISTRATOR, C/O ILYM GROUP, INC., [INSERT ADDRESS]

Name: _____

Address: _____

Telephone Number: _____

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

(Sign your name here)

Date

DISPUTE FORM

Fritch v. The Coca-Cola Company, Superior Court of the State of California, County of Orange, Case No. 30-2023-01313737-CU-OE-CXC

Indicate Name/Address Changes, if any:

<<Name>>

<<Address>>

<<City>>, <<State>> <<Zip Code>>

XX - XX - _ _ _ _

If you were employed by Defendant The Coca-Cola Company (“Defendant”) in California and classified as an hourly, non-exempt employee at any time during the Class Period (February 1, 2019, through **August 3, 2024**), then you may be a Class Member.

The amount of your estimated Individual Class Payment is based upon the Workweeks you worked during the Class Period based on Defendant’s company records, as set forth below and in the Class Notice you received. As explained in the Class Notice, this amount excludes, for any *Flores* Settlement Members, those workweeks worked from February 1, 2019 and February 23, 2022. “*Flores* Settlement Members” means all non-exempt employees who performed work for the Defendant at the Fontana, California and Ontario, California facilities during the period from July 31, 2018 to and including February 23, 2022, which released all claims alleged in *Flores v. The Coca-Cola Company, Los Angeles County Superior Court*, Case No. 20STCV07230.

I. YOUR COMPENSABLE WORKWEEKS

Defendant’s records show that during the Class Period, you worked as a non-exempt employee in California, which qualifies you as a Class Member, and your total number of Workweeks during the Class Period are:

<<**NUMBER OF WEEKS**>>.

II. YOUR ESTIMATED INDIVIDUAL CLASS PAYMENT

Based upon the above numbers of Workweeks listed above, your estimated pre-tax Individual Class Payment is

<<**INSERT**>>.

III. CHALLENGE TO WEEKS WORKED

If you believe that the number of Workweeks stated above is correct, you do not have to do anything.

If you wish to dispute the number of Workweeks worked listed above, you must complete and postmark this Dispute Form, and provide all supporting information and/or documentation, to the Administrator by

<<**RESPONSE DEADLINE**>>.

Check the box below ONLY if you wish to dispute the information listed above:

☐ I wish to dispute the number of Workweeks listed above. I believe the correct amount of my Workweeks during the Class Period is _____. I have also included information and/or documentary evidence that support my dispute. I understand that, by submitting this dispute, I hereby authorize the Administrator to review Defendant's records and make a determination as to the validity of my dispute based upon Defendant's records as well as the records and information that I submit to the Administrator.

I declare under penalty of perjury under the laws of the State of California that the information I provided in this Dispute Form is true and correct.

Dated: _____

Signature: _____

Print or Type Name: _____

THIS DISPUTE FORM MUST BE SIGNED, DATED, AND MAILED BY FIRST CLASS U.S. MAIL, POSTMARKED NO LATER THAN [INSERT DATE] TO:

***Fritch v. The Coca-Cola Company Administrator
c/o ILYM Group, Inc.***

address

EXHIBIT B

ORDER GRANTING PRELIMINARY APPROVAL

1 **BLUMENTHAL NORDREHAUG BHOWMIK**
2 **DE BLOUW LLP**

3 Norman B. Blumenthal (State Bar #068687)

4 Kyle R. Nordrehaug (State Bar #205975)

5 Aparajit Bhowmik (State Bar #248066)

6 2255 Calle Clara

7 La Jolla, CA 92037

8 Telephone: (858)551-1223

9 Facsimile: (858) 551-1232

10 Attorneys for Plaintiff

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **COUNTY OF ORANGE**

13 NICOLE FRITCH, on behalf of the State of
14 California, as a private attorney general,

15 Plaintiffs,

16 vs.

17 THE COCA-COLA COMPANY, a
18 Corporation; and DOES 1 through 50,
19 inclusive,

20 Defendants.

CASE NO.: **30-2023-01313737-CU-OE-CXC**

**[PROPOSED] ORDER GRANTING
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Hearing Date:

Hearing Time:

Judge: Hon. Lon Hurwitz

Dept.: CX103

Action Filed: March 21, 2023

Trial Date: Not Set

21
22
23
24 This matter, having come before the Honorable Lon Hurwitz of the Superior Court of the
25 State of California, in and for the County Orange, on _____, for the motion by Nicole
26 Fritch ("Plaintiff") for preliminary approval of the class settlement with Defendant The Coca-Cola
27 Company ("Defendant"). The Court, having considered the briefs, argument of counsel and all
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PRELIMINARY APPROVAL ORDER

1 matters presented to the Court and good cause appearing, hereby GRANTS Plaintiff's Motion for
2 Preliminary Approval of Class Action Settlement.

3 **IT IS HEREBY ORDERED:**

4 1. The Court grants preliminary approval of the Settlement based upon the terms set
5 forth in the Class Action and PAGA Settlement Agreement ("Agreement") attached as Exhibit #1
6 to the Declaration of Kyle Nordrehaug in Support of Plaintiff's Motion for Preliminary Approval
7 of Class Action Settlement [ROA # ____]. This is based on the Court's determination that the
8 Settlement set forth in the Agreement is within the range of possible final approval, pursuant to the
9 provisions of Section 382 of the California Code of Civil Procedure and California Rules of Court,
10 rule 3.769. This Order incorporates by reference the definitions in the Agreement, and all terms
11 defined therein shall have the same meaning in this Order as set forth in the Agreement.

12 Capitalized terms herein shall have the definitions set forth in the Agreement.

13 2. Plaintiff is granted leave to file the First Amended Class and Representative Action
14 Complaint, a copy of which was submitted with the Motion for Preliminary Approval

15 3. The Gross Settlement Amount is One Million Five Hundred Thousand Dollars
16 (\$1,500,000). It appears to the Court on a preliminary basis that the Settlement is fair, adequate
17 and reasonable to the Class. It further appears that investigation and research have been conducted
18 such that counsel for the Parties are able to reasonably evaluate their respective positions. It
19 further appears to the Court that settlement at this time will avoid substantial additional costs by
20 all Parties, as well as avoid the delay and risks that would be presented by the further prosecution
21 of the Action. It further appears that the Settlement has been reached as the result of serious and
22 non-collusive, arms-length negotiations after mediation with a respectable mediator, Tripper
23 Ortman. The Court therefore preliminarily finds that the Settlement is fair, adequate, and
24 reasonable when balanced against the probable outcome of further litigation and the significant
25 risks relating to certification, liability, and damages issues. The Settlement falls within the range
26 of reasonableness and appears to be presumptively valid, subject only to any objections that may
27 be raised at the Final Approval Hearing and final approval by this Court.

1 4. The Court provisionally appoints Plaintiff as the representative of the Class. The
2 Court provisionally appoints Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik,
3 Nicholas J. De. Blouw, Victoria Rivapalacio, Piya Mukherjee, Jeffrey S. Herman, and Charlotte
4 James of Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class Counsel for the Class.

5 5. A Final Approval Hearing on the question of whether the Settlement should be
6 finally approved as fair, reasonable and adequate as to all Class Members who do not submit a
7 valid and timely request to exclude themselves from the Settlement is scheduled for
8 _____ at 1:30 p.m. in Department CX103 of the Orange County Superior
9 Court. Other matters for determination at the Final Approval Hearing shall include whether the
10 Final Approval Order and Judgment should be entered herein; and whether the plan of allocation
11 contained in the Agreement should be approved as fair, adequate and reasonable to the Class
12 Members. The motion for final approval and for attorneys' fees, costs and service awards shall be
13 heard at the Final Approval Hearing and the papers are to be filed with the Court and served on all
14 counsel no later than sixteen (16) court days before the hearing.

15 6. Plaintiff shall serve this Order on the LWDA.

16 7. For settlement purposes only, the Court conditionally certifies the following Class:
17 "all individuals currently or formerly employed by Defendant in California and classified as an
18 hourly, non-exempt employee at any time during the Class Period, excluding any *Flores*
19 Settlement Members who worked from February 1, 2019 to February 23, 2022, and whose
20 employment terminated on or before February 23, 2022 and who has not been since rehired by
21 Defendant The Coca-Cola Company." The Class Period is February 1, 2019 to August 3, 2024.
22 "*Flores* Settlement Members" means all non-exempt employees who performed work for the
23 Defendant at the Fontana, California and Ontario, California facilities during the period from July
24 31, 2018 to and including February 23, 2022. There are approximately 904 individuals in the
25 Class.

26 8. The Court hereby appoints ILYM Group, Inc. as Administrator. No later than 60
27 calendar days after preliminary approval of the Settlement by the Court, Defendant shall provide
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1 to the Administrator an electronic spreadsheet with the Class Data. The Administrator will
2 perform address updates and verifications as necessary prior to the mailing of the Class Notice.
3 Using best efforts to mail it as soon as possible, and in no event later than 14 days after receiving
4 the Class information spreadsheet, the Administrator will mail the Class Notice Packet to all Class
5 Members via first-class U.S. Mail.

6 9. The Court hereby approves, as to form and content, the Court Approved Notice of
7 Class Action Settlement and Hearing Date for Final Court Approval (“Class Notice”) attached
8 hereto as Exhibit #1. The Court finds that the Class Notice appears to fully and accurately inform
9 the Class of all material elements of the proposed Settlement, Class Members’ right to be excluded
10 from the Class by submitting a written opt-out request, and each member’s right and opportunity
11 to object to the Settlement. The Court further finds that the distribution of the Class Notice
12 substantially in the manner and form set forth in the Agreement and this Order meets the
13 requirements of due process, is the best notice practicable under the circumstances, and shall
14 constitute due and sufficient notice to all persons entitled thereto. The font of the Class Notice
15 shall not be smaller than what was provided to the Court. The Court orders the mailing of the
16 Class Notice Packets by first class mail, pursuant to the terms and implementation schedule set
17 forth in the Agreement.

18 10. The Court approves, as to the form and content, the Dispute Form and the Request
19 for Exclusion Form that the Class Members may use to dispute their employment dates or opt out
20 of the Settlement, respectively, attached hereto as Exhibits #2 and #3, respectively.

21 11. The Court hereby approves the proposed procedure for exclusion from the
22 Settlement. Any Class Member may individually choose to opt out of and be excluded from the
23 Class as provided in the Class Notice by following the instructions for requesting exclusion from
24 the Class that are set forth in the Class Notice. All requests for exclusion must be postmarked by
25 no later than forty-five (45) calendar days after the date of the mailing of the Class Notice and
26 received by the Administrator. If a Class Notice Packet is re-mailed, the response date for opt-
27 outs will be extended an additional 14 days. Any such person who chooses to opt out of and be
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1 excluded from the Class will not be entitled to any recovery under the Settlement and will not be
2 bound by the Settlement or have any right to object, appeal or comment thereon (except that no
3 PAGA Employee may opt out of the PAGA portion of the settlement and any PAGA Employee
4 who requests exclusion from the Class will still recover their portion of the PAGA Penalties and
5 will be bound by the release of the Released PAGA Claims). Class Members who have not timely
6 requested exclusion shall be bound by all determinations of the Court, the Agreement and the
7 Judgment. A request for exclusion may only opt out that particular individual, and any attempt to
8 affect an opt out of a group, class, or subclass of individuals is not permitted and will be deemed
9 invalid.

10 12. Any Class Member who has not opted out may object or express the Member's
11 views regarding the Settlement, may appear at the final approval hearing, and may present
12 evidence and file briefs or other papers that may be proper and relevant to the issues to be heard
13 and determined by the Court as provided in the Notice. Class Members will have forty-five (45)
14 days from the date of the mailing of the Class Notices to submit their written objections to the
15 Administrator and counsel for both parties in accordance with the instructions in the Class Notice.
16 If a Class Notice Packet is re-mailed, the response date for written objections will be extended an
17 additional 14 days. Alternatively, Class Members may appear at the Final Approval Hearing to
18 make an oral objection.

19 13. Neither the Settlement, Agreement, nor any exhibit, document, or instrument
20 delivered thereunder shall be construed as a concession or admission by Defendant in any way that
21 the claims asserted have any merit or that this Action was properly brought as a class or
22 representative action, and shall not be used as evidence of, or used against Defendant as, an
23 admission or indication in any way, including with respect to any claim of any liability,
24 wrongdoing, fault or omission by Defendant or with respect to the truth of any allegation asserted
25 by any person. Whether or not the Settlement is finally approved, neither the Settlement,
26 Agreement, nor any exhibit, document, statement, proceeding or conduct related to the Settlement,
27 nor any reports or accounts thereof, shall in any event be construed as, offered or admitted in
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1 evidence as, received as or deemed to be evidence for any purpose adverse to the Defendant,
2 including, but not limited to, evidence of a presumption, concession, indication or admission by
3 Defendant of any liability, fault, wrongdoing, omission, concession or damage.

4 14. The Court reserves the right to adjourn or continue the date of the final approval
5 hearing and all dates provided for in the Agreement without further notice to Class Members and
6 retains jurisdiction to consider all further applications arising out of or connected with the
7 proposed Settlement.

8 15. The Action is stayed, and all trial and related pre-trial dates are vacated, subject to
9 further orders of the Court at the Final Approval Hearing.

10 **IT IS SO ORDERED.**

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12 Dated: _____

13 _____
14 HON. LON HURWITZ
15 JUDGE, SUPERIOR COURT OF CALIFORNIA
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EXHIBIT C

FINAL APPROVAL ORDER AND JUDGMENT

1 **BLUMENTHAL NORDREHAUG BHOWMIK**
2 **DE BLOUW LLP**

3 Norman B. Blumenthal (State Bar #068687)

4 Kyle R. Nordrehaug (State Bar #205975)

5 Aparajit Bhowmik (State Bar #248066)

6 2255 Calle Clara

7 La Jolla, CA 92037

8 Telephone: (858)551-1223

9 Facsimile: (858) 551-1232

10 Attorneys for Plaintiff

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 COUNTY OF ORANGE
13

14 NICOLE FRITCH, on behalf of the State of
15 California, as a private attorney general,

16 Plaintiffs,

17 vs.

18 THE COCA-COLA COMPANY, a
19 Corporation; and DOES 1 through 50,
20 inclusive,

21 Defendants.
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CASE NO.: 30-2023-01313737-CU-OE-CXC

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT**

Hearing Date:

Hearing Time:

Judge: Hon. Lon Hurwitz

Dept.: CX103

Action Filed: March 21, 2023

Trial Date: Not Set

1 The motion of Plaintiff Nicole Fritch (“Plaintiff”) for an order finally approving the Class
2 Action and PAGA Settlement Agreement (“Agreement”) with Defendant The Coca-Cola
3 Company (“Defendant”), attorneys’ fees and costs, service payments, and the expenses of the
4 Administrator duly came on for hearing on _____ before the Honorable Lon Hurwitz.

5
6 **I.**

7 **FINDINGS**

8 Based on the oral and written argument and evidence presented in connection with the
9 motion, the Court makes the following findings:

- 10 1. All terms used herein shall have the same meaning as defined in the Agreement.
- 11 2. This Court has jurisdiction over the subject matter of this litigation pending before
12 the California Superior Court for the County of Orange, and over all Parties to this litigation,
13 including the Class as that term is defined in the Agreement.
- 14 3. Based on a review of the papers submitted by Plaintiffs and a review of the
15 applicable law, the Court finds that the Gross Settlement Amount of One Million Five Hundred
16 Thousand Dollars (\$1,500,000), and the terms set forth in the Agreement are fair, reasonable, and
17 adequate.
- 18 4. The Court further finds that the Settlement was the result of arm’s length
19 negotiations conducted after Class Counsel had adequately investigated the claims and became
20 familiar with the strengths and weaknesses of those claims. In particular, the amount of the
21 Settlement, the risks relating to certification, liability, and damages issues, and the assistance of an
22 experienced mediator in the settlement process, among other factors, support the Court’s
23 conclusion that the Settlement is fair, reasonable, and adequate.

24 **Preliminary Approval of the Settlement**

- 25 5. On _____, the Court granted preliminary approval of the Settlement and
26 approved conditional certification of the Class for settlement purposes only.

27 **Notice to the Class**

1 6. In compliance with the Preliminary Approval Order, the Class Notice was mailed
2 by first class mail to members of the Class at their last known addresses on or about
3 _____. Mailing of the Class Notice to their last known addresses was the best notice
4 practicable under the circumstances and was reasonably calculated to communicate actual notice
5 of the litigation and the proposed settlement to the Class. The Class Notice given to the Class
6 Members fully and accurately informed the Class Members of all material elements of the
7 proposed Settlement and of their opportunity to object to or comment thereon or to seek exclusion
8 from the Settlement; was valid, due, and sufficient notice to all Class Members; and complied
9 fully with the laws of the State of California, the United States Constitution, due process and other
10 applicable law. The Class Notice fairly and adequately described the Settlement and provided
11 Class Members adequate instructions and a variety of means to obtain additional information.

12 7. The deadline for opting out of the Class or submitting written objections to the
13 Settlement was _____. There was an adequate interval between notice and the deadline
14 to permit Class Members to choose what to do and act on their decision. A full opportunity has
15 been afforded to the Class Members to participate in the final approval hearing on _____,
16 and all Class Members and other persons wishing to be heard have been heard. Class Members
17 also have had a full and fair opportunity to exclude themselves from the proposed Settlement and
18 Class. Accordingly, the Court determines that all Class Members who did not timely and properly
19 submit a request for exclusion are bound by the Settlement and this Final Approval Order and
20 Judgment.

21 **Fairness Of Settlement**

22 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*
23 48 Cal.App.4th 1794, 1801 (1996).

24 a. The settlement was reached through arm's-length bargaining between the
25 parties during an all-day mediation before Tripper Ortman, a respected and experienced mediator
26 of wage and hour class actions. Prior to mediation, Plaintiff conducted written discovery and the
27 parties also exchanged informal discovery, all of which included time and pay data for the class
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1 and relevant policies. There has been no collusion between the parties in reaching the proposed
2 settlement.

3 b. Plaintiff's investigation and discovery have been sufficient to allow the
4 Court and counsel to act intelligently.

5 c. Counsel for both parties are experienced in similar employment class action
6 litigation. All counsel recommended approval of the Agreement.

7 d. The percentage of objectors and requests for exclusion is small. _____
8 objections were received. _____ timely requests for exclusion were received.

9 e. The participation rate was high. _____ Class Members will be mailed a
10 settlement payment, representing _____ of the overall Class.

11 9. The consideration to be given to the Class Members under the terms of the
12 Agreement is fair, reasonable and adequate considering the strengths and weaknesses of the claims
13 asserted in this action and is fair, reasonable and adequate compensation for the release of Class
14 Members' claims, given the uncertainties and significant risks of the litigation and the delays
15 which would ensue from continued prosecution of the Action.

16 10. The Agreement is approved as fair, adequate and reasonable and in the best
17 interests of the Class Members.

18 **Attorneys' Fees and Costs**

19 11. An award of \$500,000 for attorneys' fees, representing one-third of the Gross
20 Settlement Amount, and \$ _____ for litigation costs and expenses, is reasonable, in light of
21 the contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results
22 achieved by Class Counsel. The requested award has been supported by Class Counsel's lodestar
23 and litigation expense billing statement.

24 **Class Representative Service Payment**

25 12. The Agreement provides for Class Representative Service Payment of not more
26 than \$10,000 to the Plaintiff, subject to the Court's approval. The Court finds that Class
27 Representative Service Payment in the amount of \$10,000 to the Plaintiff is reasonable in light of
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1 the risks and burdens undertaken by the Plaintiff in this litigation and for her time and effort in
2 bringing and prosecuting this matter on behalf of the Class. In making this award, the Court has
3 considered only the factors set forth in *Golba v. Dick's Sporting Goods, Inc.* (2015) 238
4 Cal.App.4th 1251 and *Clark v. Am. Residential Servs. LLC* (2009) 175 Cal.App.4th 785.

5 **Administration Expenses Payment**

6 13. The Administrator shall calculate and administer the payments to be made to the
7 Participating Class Members and PAGA Employees, transmit payment for attorneys' fees and
8 costs to Class Counsel, transmit the Class Representative Service Payment to the Plaintiff,
9 distribute the PAGA Penalties, issue any required tax reporting forms, calculate withholdings and
10 perform the other remaining duties set forth in the Agreement. The Administrator has documented
11 \$ _____ in fees and expenses, and this amount is reasonable in light of the work
12 performed by the Administrator.

13 **PAGA Penalties**

14 14. The Agreement provides for PAGA Penalties in the amount of \$30,000 to be paid
15 out of the Gross Settlement Amount, which shall be allocated 75% (\$22,500) to the LWDA PAGA
16 Payment and 25% (\$7,500) to the Individual PAGA Payments to be distributed by (a) dividing the
17 amount of the PAGA Employees' 25% share of PAGA Penalties (\$7,500) by the total number of
18 PAGA Pay Periods worked by all PAGA Employees during the PAGA Period and (b) multiplying
19 the result by each PAGA Employee's PAGA Pay Periods. PAGA Employees assume full
20 responsibility and liability for any taxes owed on their Individual PAGA Payment. Individual
21 PAGA Payment calculation will exclude, for any *Flores* Settlement Members, those Pay Periods
22 worked from February 1, 2019 to February 23, 2022. "PAGA Employees" are all Class Members
23 who were employed by Defendant at any time during the PAGA Period, excluding any *Flores*
24 Settlement Member who worked from February 1, 2019 to February 23, 2022 and whose
25 employment terminated on or before February 23, 2022 and who has not been since rehired by
26 Defendant The Coca-Cola Company. "*Flores* Settlement Members" means all non-exempt
27 employees who performed work for the Defendant at the Fontana, California and Ontario,
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1 California facilities during the period from July 31, 2018 to and including February 23, 2022.
2 The LWDA was notified of the settlement and served with a copy of the Agreement, and the
3 LWDA has not objected to the Settlement. The Court finds this PAGA Penalties amount to be
4 reasonable.

5
6 **II.**
7 **ORDERS**

8 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

9 1. The Class is certified for the purposes of settlement only. The Class is hereby
10 defined as follows:

11 All individuals currently or formerly employed by Defendant in California and
12 classified as an hourly, non-exempt employee at any time during the Class Period,
13 excluding any *Flores* Settlement Members who worked from February 1, 2019 to
14 February 23, 2022, and whose employment terminated on or before February 23,
15 2022 and who has not been since rehired by Defendant The Coca-Cola Company.

16 The Class Period is February 1, 2019, through August 3, 2024. “*Flores* Settlement
17 Members” means all non-exempt employees who performed work for the Defendant at the
18 Fontana, California and Ontario, California facilities during the period from July 31, 2018
19 to and including February 23, 2022.

20 2. All persons who meet the foregoing definition are members of the Class, except for
21 those individuals who filed a valid request for exclusion (“opt out”) from the Class: [identify any
22 requests for exclusion].

23 3. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
24 best interest of the Class. The payment of the Individual Class Payments to the Participating Class
25 Members as set forth in the Agreement is approved.

26 4. Class Counsel are awarded attorneys' fees in the amount of \$500,000 and costs in
27 the amount of \$ _____. Class Counsel shall not seek or obtain any other compensation or
28 reimbursement from Defendant, Plaintiff or members of the Class.

1 5. The payment of the Class Representative Service Payment in the amount of
2 \$10,000 to the Plaintiff is approved.

3 6. The payment of \$ _____ to the Administrator for their fees and expenses
4 is approved.

5 7. The PAGA Penalties amount of \$30,000 is approved to be distributed in
6 accordance with the Agreement.

7 8. The Agreement and this Settlement are not an admission by Defendant, nor is this
8 Final Approval Order and Judgment a finding of the validity of any claims in the Action, any
9 wrongdoing by Defendant, or that this Action is appropriate for class treatment (other than for
10 settlement purposes). Neither this Final Approval Order and Judgment, the Agreement, nor any
11 document referred to herein, nor any action taken to carry out the Agreement is, may be construed
12 as, or may be used as an admission by or against Defendant of any fault, negligence, wrongdoing,
13 or liability whatsoever. The entering into or carrying out of the Agreement, and any negotiations
14 or proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of,
15 any liability, culpability, negligence, or wrongdoing on the part of Defendant, or an admission or
16 concession with regard to the denials or defenses by Defendant. Notwithstanding these
17 restrictions, Defendant may file in the Action or in any other proceeding this Final Approval Order
18 and Judgment, the Agreement, or any other papers and records on file in the Action as evidence of
19 the Settlement to support a defense of res judicata, collateral estoppel, release, or other theory of
20 claim or issue preclusion or similar defense as to the claims being released by the Settlement.

21 9. Notice of entry of this Final Approval Order and Judgment shall be given to all
22 Parties by Class Counsel on behalf of Plaintiff and all Class Members. The Final Approval Order
23 and Judgment shall be posted on the Administrator's website as set forth in the Class Notice to the
24 Class. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment
25 to individual Class Members. Pursuant to Labor Code section 2699, subdivision (l)(2), Class
26 Counsel shall submit a copy of this Final Approval Order and Judgment to the LWDA within 10
27 days after its entry.

1 10. If the Agreement does not become final and effective in accordance with the terms
2 of the Agreement, then this Final Approval Order and Judgment, and all orders entered in
3 connection herewith, shall be rendered null and void and shall be vacated, and the Parties shall
4 revert to their respective positions as of before entering into the Agreement, and expressly reserve
5 their respective rights regarding the prosecution and defense of this Action, including all available
6 defenses and affirmative defenses, and arguments that any claim in the Action could not be
7 certified as a class action and/or managed as a representative action. In accordance with the
8 Agreement, the parties shall stipulate to the dismissal of Plaintiff's class claims without prejudice
9 in the Action and Plaintiff will litigate those claims before the United States District Court for the
10 Central District of California, Case No. Case No. 8:23-cv-00576-JWH-E.

11 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

12 1. Except as set forth in the Agreement and this Final Approval Order and Judgment,
13 Plaintiffs, and all members of the Class, shall take nothing in the Action.

14 2. Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain
15 jurisdiction to construe, interpret, implement and enforce the Agreement, to hear and resolve any
16 contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute
17 arising from or in connection with the distribution of settlement benefits.

18 3. The Parties are authorized, with further approval from the Court, to agree to and to
19 adopt such amendments, modifications and expansions of the Agreement and all exhibits attached
20 thereto which are consistent with this Final Approval Order and Judgment and do not limit the
21 rights of the Parties or Class Members under the Agreement.

22 4. Each party shall bear its own attorneys' fees and costs, except as otherwise
23 provided in the Agreement and in this Final Approval Order and Judgment.

24 5. Effective on the date when Defendant fully funds the entire Gross Settlement
25 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
26 Payments, all Participating Class Members, on behalf of themselves and their respective former
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1 and present representatives, agents, attorneys, heirs, administrators, successors, and assigns,
2 release Released Parties from the Released Class Claims

3 6. As used in paragraph 5 above, the quoted terms have the meanings set forth below:

4 (a) "Released Class Claims" means all claims set forth in the Operative
5 Complaint that occurred during the Class Period, including: (1) unfair competition; (2) failure to
6 pay minimum wages; (3) failure to pay overtime wages; (4) failure to provide meal periods; (5)
7 failure to provide rest periods; (6) failure to provide accurate itemized statements; (7) failure to
8 reimburse employees for required expenses; (8) failure to provide wages when due; and (9) failure
9 to pay sick wages; as well as any claims that could have been pled from the same or similar facts
10 pled in the Operative Complaint, including those claims for interest, penalties (including waiting
11 time penalties), as well as any claims under the California Labor Code for violations of Labor
12 Code sections 201, 202, 203, 204, 210, 218, 221, 226, 226.7, 233, 246, 247, 510, 512, 558, 1174,
13 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802, 2810.5; Business and Professions Code §§
14 17200, et seq.; the Fair Labor Standards Act, 29 U.S.C. §§ 201, et seq. ("FLSA"); and the
15 applicable California Industrial Welfare Commission Wage Orders. The Released Class Claims
16 include any claims for injunctive relief, declaratory relief, restitution, alleged or which could have
17 been alleged under the facts, allegations and/or claims pleaded in the Operative Complaint that
18 occurred during the Class Period. The Released Class Claims exclude all class claims outside of
19 the Class Period, including Plaintiff's individual claims that are subject to a separate release,
20 claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing
21 Act, unemployment insurance, disability, social security, workers' compensation, or class claims
22 based on facts occurring outside the Class Period, and, for *Flores* Settlement Class Members, the
23 claims that were already resolved and released in the *Flores* settlement for the period between July
24 31, 2018 and February 23, 2022.

25 (b) "Released Parties" collectively mean: Defendant and any of their past,
26 present and future direct or indirect parents, subsidiaries, predecessors, successors and affiliates, as
27 well as each of its past, present and future officers, directors, employees, partners, members,
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1 shareholders and agents, attorneys, insurers, reinsurers, and any individual or entity which could
2 be jointly liable with Defendant.

3 7. Effective on the date when Defendant fully funds the entire Gross Settlement
4 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
5 Payments, the PAGA Employees and the LWDA are deemed to release, on behalf of themselves
6 and their respective former and present representatives, agents, attorneys, heirs, administrators,
7 successors, and assigns, the Released Parties from the Released PAGA Claims. The “Released
8 PAGA Claims” are all alleged violations of PAGA in the Operative Complaint that occurred
9 during the PAGA Period, including: claims alleged or claims based on the facts in the Operative
10 Complaint in the PAGA Action for Violation of the California Private Attorneys General Act of
11 2004 (Labor Code §§ 2698, et seq.), and Plaintiff’s request for PAGA penalties based on the same
12 facts alleged in the Operative Complaint and/or the January 10, 2023 PAGA Notice sent to the
13 LWDA by Plaintiff under Labor Code section 2699.3 prior to filing the PAGA Action for alleged
14 violations of the California Labor Code and California Industrial Welfare Commission Wage
15 Orders for violations of Labor Code sections 201, 202, 203, 204 et seq., 210, 221, 226, 226(a),
16 226.3, 226.7, 227.3, 246 et seq., 510, 512, 558, 1194, 1197, 1197.1, 1198, 2802, and applicable
17 IWC Wage Orders, and California Code of Regulations, Title 8, section 11000 *et seq.* The
18 Released PAGA Claims exclude PAGA claims outside of the PAGA Period, and, for *Flores*
19 Settlement Members, the PAGA claims that were already resolved and released in the *Flores*
20 settlement for the period of February 25, 2019 to February 23, 2022. The release of the Released
21 PAGA Claims shall be effective as to all PAGA Employees, regardless of whether an PAGA
22 Employee submitted a request for an exclusion from the Class.

23 8. Effective on the date when Defendant fully funds the entire Gross Settlement
24 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
25 Payments, Plaintiff has generally and fully released and discharged the Released Parties from all
26 claims, transactions, or occurrences that occurred during the Class Period, as fully set forth in the
27 Agreement.

1 9. If a settlement check remains uncashed by the expiration date, the funds from such
2 uncashed checks will be paid to the California State Controller's Unclaimed Property Fund in the
3 name of the Participating Class Member/PAGA Employee.

4 10. Pursuant to CCP §384(b), Plaintiff shall submit to the Court a final report on or
5 before _____ setting forth the actual amounts paid to class members and other
6 amounts disbursed pursuant to the settlement. Upon receiving the report, the Court will determine
7 whether further reports and/or a hearing will be necessary.

8 11. THE PARTIES ARE HEREBY ORDERED TO COMPLY WITH THE TERMS
9 OF THE AGREEMENT. PURSUANT TO CALIFORNIA RULE OF COURT 3.769, THE
10 COURT HEREBY ENTERS FINAL JUDGMENT BASED UPON THE TERMS OF THIS
11 ORDER AND THE AGREEMENT AND, WITHOUT AFFECTING THE FINALITY OF THIS
12 MATTER, RETAINS EXCLUSIVE AND CONTINUING JURISDICTION TO ENFORCE THIS
13 ORDER, THE SETTLEMENT AGREEMENT, AND THE JUDGMENT THEREON.

14 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.**

15
16 Dated: _____

17 _____
18 HON. LON HURWITZ
19 JUDGE, SUPERIOR COURT OF CALIFORNIA
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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **COUNTY OF ORANGE**

13 NICOLE FRITCH, on behalf of the State of
14 California, as a private attorney general,

15 Plaintiffs,

16 vs.

17 THE COCA-COLA COMPANY, a
18 Corporation; and DOES 1 through 50,
19 inclusive,

20 Defendants.

CASE NO.: **30-2023-01313737-CU-OE-CXC**

**STIPULATION TO MODIFY CLASS
ACTION AND PAGA SETTLEMENT
AGREEMENT**

Hearing Date: April 10, 2025

Hearing Time: 2:00 p.m.

Judge: Hon. Layne Mezler

Dept.: CX102

Action Filed: March 21, 2023

Trial Date: Not Set

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23 **IT IS HEREBY STIPULATED AND AGREED** by and between Plaintiff Nicole Fritch
24 (“Plaintiff”) and Defendant The Coca-Cola Company (“Defendant”) (collectively “the Parties”), to
25 amend and modify the Class Action and PAGA Settlement Agreement (the “Agreement”) and the
26 exhibits thereto, filed on August 27, 2024 as Exhibit 1 to the Declaration of Kyle Nordrehaug
27 [ROA #100], with this Stipulation to Modify the Class Action and PAGA Settlement Agreement
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STIPULATION TO MODIFY CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

1 (“Stipulation”).

2 WHEREAS, on February 28, 2025, the Court ruled on the motion for preliminary approval
3 of the class and PAGA settlement in the Agreement and ordered the Parties to make revisions to
4 (1) the definition of the “Released Class Claims” and “Released PAGA Claims”, (2) the
5 “Response Deadline” for submission of opt out requests, objections, and disputes, (3) the Class
6 Notice, and (4) the Proposed Order.

7 WHEREAS, paragraphs 13.6 and 13.10 of the Agreement provides for the Parties’
8 representatives to modify the Agreement in writing and to execute documents required to
9 effectuate the terms of this Agreement including any amendments to this Agreement;

10 WHEREAS, the Parties agree to modify the “Released Class Claims” definition in the
11 Agreement at paragraph 1.40 to delete the references to Labor Code sections 247, 1174, 1174.5,
12 and 1199 such that it shall read as follows:

13 1.40. “Released Class Claims” means all claims set forth in the Operative Complaint that
14 occurred during the Class Period, including: (1) unfair competition; (2) failure to pay
15 minimum wages; (3) failure to pay overtime wages; (4) failure to provide meal periods;
16 (5) failure to provide rest periods; (6) failure to provide accurate itemized statements; (7)
17 failure to reimburse employees for required expenses; (8) failure to provide wages when
18 due; and (9) failure to pay sick wages; as well as any claims that could have been pled
19 from the same or similar facts pled in the Operative Complaint, including those claims for
20 interest, penalties (including waiting time penalties), as well as any claims under the
21 California Labor Code for violations of Labor Code sections 201, 202, 203, 204, 210,
22 218, 221, 226, 226.7, 233, 246, 510, 512, 558, 1194, 1194.2, 1197, 1197.1, 1198, 2802,
23 2810.5; Business and Professions Code §§ 17200, et seq.; the Fair Labor Standards Act,
24 29 U.S.C. §§ 201, et seq. (“FLSA”); and the applicable California Industrial Welfare
25 Commission Wage Orders. The Released Class Claims include any claims for injunctive
26 relief, declaratory relief, restitution, alleged or which could have been alleged under the
27 facts, allegations and/or claims pleaded in the Operative Complaint that occurred during
28 the Class Period. The Released Class Claims exclude all class claims outside of the Class
Period, including Plaintiff’s individual claims that are subject to a separate release, claims
for vested benefits, wrongful termination, violation of the Fair Employment and Housing
Act, unemployment insurance, disability, social security, workers’ compensation, or class
claims based on facts occurring outside the Class Period, and, for *Flores* Settlement Class
Members, the claims that were already resolved and released in the *Flores* settlement for
the period between July 31, 2018 and February 23, 2022.

26 WHEREAS, the Parties agree to modify the procedures for the “Response Deadline” in the
27 Agreement at paragraphs 1.44, 8.4(d), 8.5(a), 8.6, and 8.7(b) to provide that the Response
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1 Deadline shall be sixty (60) days from the initial mailing of the Class Notice and in the event of a
2 re-mailing of the Class Notice, the Response Deadline shall be forty-five (45) days after the date
3 of the re-mailing of the Class Notice;

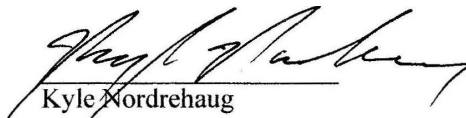
4 WHEREAS, the Parties have agreed to modify the Class Notice attached to the Agreement
5 as Exhibit A to be consistent with the above amendments, and the revised Class Notice to be
6 approved by the Court is attached hereto as Exhibit A;

7 WHEREAS, the Parties have agreed to modify the Proposed Order Granting Motion for
8 Preliminary Approval attached to the Agreement as Exhibit B to be consistent with the above
9 amendments, and the revised Proposed Order Granting Motion for Preliminary Approval to be
10 approved by the Court is attached hereto as Exhibit B. As requested by the Court, the revised
11 Proposed Order also includes a paragraph regarding Court's continuing jurisdiction pursuant to
12 CCP § 664.6 and CRC 3.769(h) and information regarding proposed disbursements from Gross
13 Settlement Amount for attorneys' fees, litigation costs, administration costs, enhancement award,
14 and PAGA penalties;

15 WHEREAS, the Parties have agreed to modify the Proposed Final Approval Order and
16 Judgment attached to the Agreement as Exhibit C to be consistent with the above amendments,
17 and the revised Proposed Final Approval Order and Judgment to be used is attached hereto as
18 Exhibit C.

19 NOW THEREFORE, the Parties agree to modify and amend the Agreement at paragraphs
20 1.40, 1.44, 8.4(d), 8.5(a), 8.6, and 8.7(b) as set forth above and to revise Exhibits A, B and C to
21 the forms attached hereto.

22 Dated: March 26, 2025



Kyle Nordrehaug

Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff Nichole Fitch

25 Dated: March 27, 2025



Anthony G. Ly

Puja Sharma

Littler Mendelson P.C.

Attorney for Defendant The Coca-Cola Company

28 STIPULATION TO MODIFY CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

EXHIBIT A

NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION AND HEARING DATE FOR
FINAL COURT APPROVAL; DISPUTE FORM; EXCLUSION FORM

COURT APPROVED NOTICE OF CLASS ACTION AND PAGA SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Fritch v. The Coca-Cola Company, Superior Court of the State of California, County of Orange, Case No. 30-2023-01313737-CU-OE-CXC

*A court authorized this notice. This is not a solicitation.
This is not a lawsuit against you, and you are not being sued.*

To: All individuals currently or formerly employed by Defendant The Coca-Cola Company (“Defendant”) in California and classified as an hourly, non-exempt employee at any time during the Class Period (February 1, 2019, through **August 3, 2024).**

The Superior Court of the State of California, County of Orange has granted preliminary approval of a proposed settlement of the above-captioned action. Because your rights may be affected by this settlement, please read this Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval (“Class Notice”) carefully. The purpose of this Class Notice is to provide a description of the claims alleged in the action, the key terms of the settlement, and your rights and options with respect to the settlement.

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. Your estimated Individual Class Payment is: \$<< ___>>. See the explanation in Section 5 below. 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 The Response Deadline is _____.	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 class action portion of the Settlement and you will not be bound by the class action portion of the Settlement. Instructions are set forth in Section 7 below.
Object The Response Deadline is _____.	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. The Court’s Final Approval Hearing is scheduled to take place on _____ at 1:30 p.m., at the Orange County Superior Court, located at 751 West Santa Ana Blvd., Santa Ana, CA 92701, before Judge Layne Melzer in Department CX102. Directions regarding Objections are provided in Section 8 below.

1. Why did I receive this Class Notice?

On February 1, 2023, Nicole Fritch (“Plaintiff”) filed a lawsuit alleging class claims against Defendant The Coca-Cola Company (“Defendant”) in the Superior Court of the State of California, County of Orange, which was later removed to the United States District Court for the Central District of California (the “Class Action”). Separately, on March 21, 2023, Nicole Fritch (“Plaintiff”) filed a lawsuit against Defendant The Coca-Cola Company (“Defendant”) in the Superior Court of the State of California, County of Orange alleging a claim under the Labor Code Private Attorneys General Act of 2004 (the “PAGA Action”), which is a claim for civil penalties under the Private Attorneys General Act set forth in Labor Code section 2699, the purpose of which is to collect civil penalties in order to deter alleged Labor Code violation. The class claims from the Class Action were added to the PAGA Action for purposes of settlement (the PAGA Action with the added class claims that is being settled is referred to herein as the “Action”).

Pursuant to a court order, you are hereby notified that Plaintiff and Defendant have reached a proposed class action settlement of the Action. The Honorable Layne Melzer has been assigned as the judge overseeing the Action and Settlement.

The Court held a hearing on [REDACTED]. After the hearing, the Court granted Preliminary Approval of the Settlement. The Court conditionally certified the Class for settlement purposes only and directed that you receive this Class Notice to provide a summary of the Settlement so that you may better understand your rights and options under the Settlement. Capitalized terms in this Class Notice are defined herein and/or in the Parties’ Class Action and PAGA Settlement Agreement as modified by the Stipulation to Modify the Class Action and PAGA Settlement Agreement (collectively the “Agreement”).

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 Orange (the “Court”) has been reached between Plaintiff and Defendant and has been granted preliminary approval by the Court.

You have received this Class Notice because you have been identified as a member of the Class and may be entitled to receive money from this Settlement.

The Class is defined as:

All individuals currently or formerly employed by Defendant in California and classified as an hourly, non-exempt employee at any time during the Class Period, excluding any *Flores* Settlement Members who worked from February 1, 2019 to February 23, 2022, and whose employment terminated on or before February 23, 2022 and who has not been since rehired by Defendant The Coca-Cola Company.

The Class Period is February 1, 2019, through August 3, 2024.

“*Flores*” means the class action and PAGA lawsuit *Flores v. The Coca-Cola Company, Los Angeles County Superior Court*, Case No. 20STCV07230 that resulted in a settlement covering the *Flores* Settlement Members. “*Flores* Settlement Members” means all non-exempt employees who performed work for the Defendant at the Fontana, California and Ontario, California facilities during the period from July 31, 2018 to and including February 23, 2022, which released all claims alleged in the *Flores* action, or any claims that could have been alleged in the *Flores* action based on the facts alleged, including claims for (a) minimum wage; (b) overtime; (c) failure to provide accurate itemized statements; (d) failure to provide wages when due; (e) failure to timely pay wages; (f) failure to provide meal periods; (g) failure to provide rest breaks; (h) violation of Business & Professions Code 17200 *et seq.*; and (i) violation of the PAGA for the PAGA period of February 25, 2019 to February 23, 2022.

It is important that you read this Class Notice carefully as your rights may be affected by the Settlement.

2. What is this class action lawsuit about?

In the Action, Plaintiff alleges the following class claims against Defendant: (1) unfair competition; (2) failure to pay minimum wages; (3) failure to pay overtime wages; (4) failure to provide meal periods; (5) failure to provide rest periods; (6) failure to provide accurate itemized statements; (7) failure to reimburse employees for required expenses; (8) failure to provide wages when due; and (9) failure to pay sick wages. The Action also alleges a representative claim under the California Private Attorneys General Act, Cal. Labor Code §§ 2698, *et seq.* (“PAGA”) for civil penalties based upon the above alleged violations.

On _____, 2025, the Court issued an Order granting leave to file the First Amended Class and Representative Action Complaint in the Action that adds the claims, allegations, and parties originally in the class action. The First Amended Class and Representative Action Complaint was filed on March 7, 2025 and is the operative complaint in the Action (the “Operative Complaint”).

Defendant expressly denies any wrongdoing or legal liability arising out of the claims alleged in the Action. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint, and denies any and all liability for the causes of action alleged in the Operative Complaint. Defendant further denies that, for any purpose other than settling the Action, that Plaintiff’s Class Claims are appropriate for class treatment. Defendant has asserted numerous procedural and legal defenses to the Action and contends that the facts and applicable law do not allow for any monetary or other relief to Plaintiff or the Class. Defendant wishes to settle the Action only to avoid costly, disruptive, and time-consuming litigation. The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that Plaintiff’s claims in the lawsuit have merit, that it has any liability to Plaintiff or the group of individuals that Plaintiff seeks to represent in this lawsuit, or that it engaged in any wrongdoing.

The Court has not made any determination as to whether Plaintiff’s claims have any merit. In other words, the Court has not determined whether any laws have been violated, nor has it decided in favor of Plaintiff or Defendant. Instead, both sides agreed to resolve the Action with no decision or admission of who is right or wrong.

The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firm Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class Counsel. In granting preliminary approval of the Settlement, the Court has determined that there is sufficient evidence 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 concerning the Settlement.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendants have agreed to pay an “all in” amount of One Million Five Hundred Thousand Dollars (\$1,500,000) (the “Gross Settlement Amount”) to fund the settlement of the Action.

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:

- *Administration Expenses Payment.* Payment to the Administrator, estimated not to exceed \$12,000, for expenses, including notifying the Class Members of the Settlement, distributing Individual Class Payments and tax forms, and handling questions about the Settlement.
- *Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment.* Payment to Class Counsel of reasonable attorneys' fees not to exceed one-third (1/3) of the Gross Settlement Amount, which is presently \$500,000, and an additional amount to reimburse actual litigation costs incurred by the Plaintiff not to exceed \$50,000. 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.
- *Class Representative Service Payment.* A Class Representative Service Payment in an amount not to exceed \$10,000 to the Plaintiff, subject to Court approval, to compensate Plaintiff for services on behalf of the Class in initiating and prosecuting the Action, and for the risks Plaintiff undertook.
- *PAGA Penalties.* A payment of \$30,000 relating to the claim for penalties under PAGA, 75% (\$22,500) of which will be paid to the California Labor Workforce Development Agency ("LWDA"), and 25% (\$7,500) of which shall be distributed as "Individual PAGA Payments" to the PAGA Employees based on their respective pay periods worked during the PAGA Period. Individual PAGA Payment calculation will exclude, for any *Flores* Settlement Members, those Pay Periods worked from February 1, 2019 to February 23, 2022.
 - The "PAGA Period" is January 10, 2022, through August 3, 2024.
 - "PAGA Employees" means all Class Members who were employed by Defendant at any time during the PAGA Period, excluding any *Flores* Settlement Member who worked from February 1, 2019 to February 23, 2022 and whose employment terminated on or before February 23, 2022 and who has not been since rehired by Defendant The Coca-Cola Company. As part of the resolution of the PAGA claim through this PAGA Payment, PAGA Employees will release all Released PAGA Claims for civil penalties alleged in the Action which arose during the PAGA Period as set forth below.

Calculation of Payments to Class Members ("Individual Class Payments").

The "Net Settlement Amount" means the total sum available for payout to Participating Class Members, which equals the Gross Settlement Amount minus the above-described Class Representative Service Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the PAGA Penalties, and the Administration Expenses Payment. The Net Settlement Amount is estimated to be at least \$_____. The 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. The Workweek calculation will exclude, for any *Flores* Settlement Members, those workweeks worked from February 1, 2019 and February 23, 2022. "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.

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

4. What Do I Release Under the Settlement?

Released Class Claims. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claims. The “Released Class Claims” are all claims set forth in the Operative Complaint that occurred during the Class Period, including: (1) unfair competition; (2) failure to pay minimum wages; (3) failure to pay overtime wages; (4) failure to provide meal periods; (5) failure to provide rest periods; (6) failure to provide accurate itemized statements; (7) failure to reimburse employees for required expenses; (8) failure to provide wages when due; and (9) failure to pay sick wages; as well as any claims that could have been pled from the same or similar facts pled in the Operative Complaint, including those claims for interest, penalties (including waiting time penalties), as well as any claims under the California Labor Code for violations of Labor Code sections 201, 202, 203, 204, 210, 218, 221, 226, 226.7, 233, 246, 510, 512, 558, 1194, 1194.2, 1197, 1197.1, 1198, 2802, 2810.5; Business and Professions Code §§ 17200, et seq.; the Fair Labor Standards Act, 29 U.S.C. §§ 201, et seq. (“FLSA”); and the applicable California Industrial Welfare Commission Wage Orders. The Released Class Claims include any claims for injunctive relief, declaratory relief, restitution, alleged or which could have been alleged under the facts, allegations and/or claims pleaded in the Operative Complaint that occurred during the Class Period. The Released Class Claims exclude all class claims outside of the Class Period, including Plaintiff’s individual claims that are subject to a separate release, claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or class claims based on facts occurring outside the Class Period, and, for *Flores* Settlement Class Members, the claims that were already resolved and released in the *Flores* settlement for the period between July 31, 2018 and February 23, 2022.

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

Released PAGA Claims. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, the PAGA Employees and the LWDA 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 the Released PAGA Claims. The “Released PAGA Claims” are all alleged violations of PAGA in the Operative Complaint that occurred during the PAGA Period, including: claims alleged or claims based on the facts in the Operative Complaint in the PAGA Action for Violation of the California Private Attorneys General Act of 2004 (Labor Code §§ 2698, et seq.), and Plaintiff’s request for PAGA penalties based on the same facts alleged in the Operative Complaint and/or the January 10, 2023 PAGA Notice sent to the LWDA by Plaintiff under Labor Code section 2699.3 prior to filing the PAGA Action for alleged violations of the California Labor Code and California Industrial Welfare Commission Wage Orders for violations of Labor Code sections 201, 202, 203, 204 et seq., 210, 221, 226, 226(a), 226.3, 226.7, 227.3, 246 et seq., 510, 512, 558, 1194, 1197, 1197.1, 1198, 2802, and applicable IWC Wage Orders, and California Code of Regulations, Title 8, section 11000 et seq. The Released PAGA Claims exclude PAGA claims outside of the PAGA Period, and, for *Flores* Settlement Members, the PAGA claims that were already resolved and released in the *Flores* settlement for the period of February 25, 2019 to February 23, 2022. The release of the Released PAGA Claims shall be effective as to all PAGA Employees, regardless of whether a PAGA Employee submitted a request for an exclusion from the Class.

“Released Parties” collectively mean: Defendant and any of their past, present and future direct or indirect parents, subsidiaries, predecessors, successors and affiliates, as well as each of its past, present and future

officers, directors, employees, partners, members, shareholders and agents, attorneys, insurers, reinsurers, and any individual or entity which could be jointly liable with Defendant.

5. How much will my payment be?

Defendant's records reflect that you have <<_____>> Workweeks during the Class Period (February 1, 2019 to August 3, 2024). The Workweeks listed excludes workweeks covered by the *Flores* Action, as delineated above.

Although the exact share of the Net Settlement Amount cannot be precisely calculated at this time, based on this information, your estimated Individual Class Payment is <<_____>>.

[if applicable - In addition, your Individual PAGA Payment is <<_____>>.]

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Administrator at the address provided in this Class Notice no later than the Response Deadline, which is _____ [sixty (60) days after the mailing of the Class Notice or 45 days after any re-mailing]. You may also fax the dispute to _____ or email the dispute to _____ by no later than the Response Deadline. Any dispute should include credible written evidence and will be resolved by the Administrator. A Dispute form is included with this Class Notice.

Tax Matters. Each Participating Class Member's Individual Class Payment will be apportioned as follows: (1) fifty percent (50%) shall be allocated to alleged wages for which an IRS Form W-2 will issue and which shall be subject to tax withholdings customarily made from an employee's wages and all other authorized and required withholdings; and (2) fifty percent (50%) shall be allocated to settlement of claims for non-wages, expense reimbursement, interest and penalties, not subject to wage withholdings, for which an IRS Form 1099 will issue.

Neither Class Counsel nor Defendant's Counsel intend anything contained in this Class Notice to constitute advice regarding taxes or taxability. The tax issues for each Participating Class Member are unique to him/her, and each Participating Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

6. How can I get a payment?

To get money from the Settlement, **you do not have to do anything.** A check for your Individual Class Payment, and any Individual PAGA Payment (if applicable), 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: _____ (800) _____.

If the Court grants final approval of the Settlement and enters Judgment on the Settlement, and there are no objections or appeals, your Settlement payment will be mailed approximately three months after final approval. 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.

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 Settlement or "opt out." **If you opt out, you will receive NO money from the Settlement, and you will not be bound by its terms,**

which means you will retain your right to sue the Defendant as to the issues resolved by this Settlement. However, PAGA Employees who opt out will still be paid their Individual PAGA Payment and will remain bound by the release of the Released PAGA Claims regardless of their request for exclusion.

To opt out, 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 _____ [sixty (60) days after the mailing of the Class Notice or 45 days after any re-mailing]. You may alternatively fax your request to opt out to _____ or email the dispute to _____ by no later than the Response Deadline. A Request for Exclusion form is included with this Class Notice. The Request for Exclusion should state in substance: "I wish to be excluded from the Class in the *Fritch v. The Coca-Cola Company* lawsuit." The Request for Exclusion must state the Class Member's full name, address, telephone number, and the name and number of the case, which is *Fritch v. The Coca-Cola Company*, Case No. 30-2023-01313737-CU-OE-CXC. The request to opt-out must be completed by you. No other person may opt-out for a living member of the Class.

The address for the Administrator is _____. Absent good cause found by the Court, written requests for exclusion that are faxed, emailed, or postmarked after _____, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release(s) 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, either in writing or in person. Objections that are in writing must state (1) the Class Member's name, current address, telephone number, and the dates of employment in California by Defendant; (2) the words "Notice of Objection" or "Formal Objection"; (3) describe why you believe the Settlement is unfair and whether you intend to appear at the Final Approval Hearing; and (4) the name and number of the case, which is *Fritch v. The Coca-Cola Company*, in the Superior Court of the State of California, County of Orange, Case No. 30-2023-01313737-CU-OE-CXC.

All written objections must be mailed to the Administrator at _____ with copies to the Parties' counsel, no later than the Response Deadline of _____ [sixty (60) days after the mailing of the Class Notice or 45 days after any re-mailing]. You may alternatively fax the objection to _____ or email the objection to _____ by no later than this Response Deadline.

Alternatively, Class Members may appear at the Final Approval Hearing to make an oral objection without submitting a written objection. At this time, the Court now hears matters both in person and remotely through Zoom through the court's online check-in process. If you need assistance, you may contact Class Counsel. Please check the Court's website for current information and instructions concerning appearances and how to view Court proceedings: <https://www.occourts.org/media-relations/civil.html>.

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 and any Individual PAGA Payment owed. Absent good cause found by the Court, any Class Member who does not object in the manner provided in this Class Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

9. Who are the attorneys representing the Parties?

The addresses for Parties' counsel are as follows:

Class Counsel:

Norman Blumenthal
Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
2255 Calle Clara
La Jolla, CA 92037
Tel: 858-551-1223 / Fax: 858-551-1232
Email: kyle@bamlawca.com
Website: www.bamlawca.com

Counsel for Defendant:

Sophia B. Collins
Anthony Ly
Puja Sharma
Littler Mendelson, P.C.
1255 Treat Blvd, Suite 600,
Walnut Creek, CA 94597
Email: SCollins@littler.com
Website: www.littler.com

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

The Court will hold a Final Approval Hearing at 1:30 p.m. on _____, in Department CX102 of the Superior Court of California, County of Orange, 751 West Santa Ana Blvd., Santa Ana, CA 92701, before Judge Layne Melzer. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval of the Settlement. 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.

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

You may contact the Administrator at or contact Class Counsel for more information. The Administrator's contact information is as follows:

Administrator:

Name of Company: ILYM Group, Inc.

Email Address: _____

Mailing Address: _____

Telephone Number: _____

Fax Number: _____

Settlement Website: _____

This Class Notice summarizes the proposed Settlement. More details are in the Agreement. You may receive a copy of the Agreement, the Final Judgment or other Settlement documents by going to The Administrator's website at <<_____>> where they will be posted as they become available. You may also get more details by examining the Court's file via the Civil Case and Document Access for the California Superior Court for the County of Orange (<https://www.occourts.org/online-services/case-access/>) and entering the Case No. 30-2023-01313737.

PLEASE DO NOT CALL THE COURT ABOUT THIS CLASS 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. In such event, the Administrator will pay all unclaimed funds to the paid to the California Controller's Unclaimed Property Fund in the name of the Participating Class Member where the funds may be claimed at https://www.sco.ca.gov/upd_msg.html.
- If your check is lost or misplaced, you should contact the Administrator immediately to request a replacement.

REQUEST FOR EXCLUSION FORM

***Fritch v. The Coca-Cola Company*, Superior Court of the State of California, County of Orange, Case No. 30-2023-01313737-CU-OE-CXC**

I confirm that I have received the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval, which describes my rights and the options I may take in response to the parties' proposed Settlement in the above-referenced lawsuit.

By signing and returning this Request for Exclusion Form, I confirm that I wish to be removed from the proposed Class, that I do not want to participate as a Class Member, and that I do not want to be included in the proposed Class Settlement.

I understand and acknowledge that, by signing and submitting this form: (1) I will not receive any money from the proposed Settlement except my portion, if any, of the civil penalties that is allocated in settlement of the California Labor Code Private Attorney General Act of 2004 claim alleged by Plaintiff in the above-referenced Action; (2) I will not be bound by the class portion of the proposed Settlement and will only be bound by the release of the Released PAGA Claims; and (3) I will not have any right to object to the proposed Settlement.

THE EXCLUSION FORM MUST BE SIGNED, DATED, AND MAILED BY FIRST CLASS U.S. MAIL, POSTMARKED NO LATER THAN [INSERT DATE] TO: FRITCH V. THE COCA-COLA COMPANY ADMINISTRATOR, C/O ILYM GROUP, INC., [INSERT ADDRESS]. YOU MAY ALTERNATIVELY FAX THIS FORM TO: _____, OR EMAIL THE FORM TO: _____, NO LATER THAN [INSERT DATE]

Name: _____

Address: _____

Telephone Number: _____

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

(Sign your name here)

Date

DISPUTE FORM

Fritch v. The Coca-Cola Company, Superior Court of the State of California, County of Orange, Case No. 30-2023-01313737-CU-OE-CXC

Indicate Name/Address Changes, if any:

<<Name>>

<<Address>>

<<City>>, <<State>> <<Zip Code>>

XX - XX - _ _ _ _

If you were employed by Defendant The Coca-Cola Company (“Defendant”) in California and classified as an hourly, non-exempt employee at any time during the Class Period (February 1, 2019, through **August 3, 2024**), then you may be a Class Member.

The amount of your estimated Individual Class Payment is based upon the Workweeks you worked during the Class Period based on Defendant’s company records, as set forth below and in the Class Notice you received. As explained in the Class Notice, this amount excludes, for any *Flores* Settlement Members, those workweeks worked from February 1, 2019 and February 23, 2022. “*Flores* Settlement Members” means all non-exempt employees who performed work for the Defendant at the Fontana, California and Ontario, California facilities during the period from July 31, 2018 to and including February 23, 2022, which released all claims alleged in *Flores v. The Coca-Cola Company, Los Angeles County Superior Court*, Case No. 20STCV07230.

I. YOUR COMPENSABLE WORKWEEKS

Defendant’s records show that during the Class Period, you worked as a non-exempt employee in California, which qualifies you as a Class Member, and your total number of Workweeks during the Class Period are:

<<**NUMBER OF WEEKS**>>.

II. YOUR ESTIMATED INDIVIDUAL CLASS PAYMENT

Based upon the above numbers of Workweeks listed above, your estimated pre-tax Individual Class Payment is

<<**INSERT**>>.

III. CHALLENGE TO WEEKS WORKED

If you believe that the number of Workweeks stated above is correct, you do not have to do anything.

If you wish to dispute the number of Workweeks worked listed above, you must complete and postmark this Dispute Form, and provide all supporting information and/or documentation, to the Administrator by

<<**RESPONSE DEADLINE**>>.

Check the box below ONLY if you wish to dispute the information listed above:

☐ I wish to dispute the number of Workweeks listed above. I believe the correct amount of my Workweeks during the Class Period is _____. I have also included information and/or documentary evidence that support my dispute. I understand that, by submitting this dispute, I hereby authorize the Administrator to review Defendant's records and make a determination as to the validity of my dispute based upon Defendant's records as well as the records and information that I submit to the Administrator.

I declare under penalty of perjury under the laws of the State of California that the information I provided in this Dispute Form is true and correct.

Dated: _____

Signature: _____

Print or Type Name: _____

**THIS DISPUTE FORM MUST BE SIGNED, DATED, AND EITHER MAILED BY
FIRST CLASS U.S. MAIL, POSTMARKED, FAXED OR EMAILED,**

NO LATER THAN [INSERT DATE] TO:]

***Fritch v. The Coca-Cola Company Administrator
c/o ILYM Group, Inc.***

address

Fax: _____

Email: _____

EXHIBIT B

ORDER GRANTING PRELIMINARY APPROVAL

1 **BLUMENTHAL NORDREHAUG BHOWMIK**
2 **DE BLOUW LLP**

3 Norman B. Blumenthal (State Bar #068687)

4 Kyle R. Nordrehaug (State Bar #205975)

5 Aparajit Bhowmik (State Bar #248066)

6 2255 Calle Clara

7 La Jolla, CA 92037

8 Telephone: (858)551-1223

9 Facsimile: (858) 551-1232

10 Attorneys for Plaintiff

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **COUNTY OF ORANGE**

13 NICOLE FRITCH, on behalf of the State of
14 California, as a private attorney general,

15 Plaintiffs,

16 vs.

17 THE COCA-COLA COMPANY, a
18 Corporation; and DOES 1 through 50,
19 inclusive,

20 Defendants.

CASE NO.: **30-2023-01313737-CU-OE-CXC**

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

Hearing Date: April 10, 2025

Hearing Time: 2:00 p.m.

Judge: Hon. Layne Melzer

Dept.: CX102

Action Filed: March 21, 2023

Trial Date: Not Set

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22
23
24 This matter, having come before the Honorable Layne Melzer of the Superior Court of the
25 State of California, in and for the County Orange, on April 10, 2025, for the motion by Nicole
26 Fritch ("Plaintiff") for preliminary approval of the class and PAGA settlement with Defendant The
27 Coca-Cola Company ("Defendant"). The Court, having considered the briefs, argument of
28

PRELIMINARY APPROVAL ORDER

counsel and all matters presented to the Court and good cause appearing, hereby GRANTS Plaintiff's Motion for Preliminary Approval of Class Action Settlement.

IT IS HEREBY ORDERED:

1. The Court grants preliminary approval of the Settlement based upon the terms set forth in the Class Action and PAGA Settlement Agreement attached as Exhibit #1 to the Declaration of Kyle Nordrehaug in Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement [ROA #100], as modified by the Stipulation to Modify the Class Action and PAGA Settlement Agreement attached as Exhibit #1 to the Supplemental Declaration of Kyle Nordrehaug filed on _____ [ROA #____] (collectively the "Agreement"). This is based on the Court's determination that the Settlement set forth in the Agreement is within the range of possible final approval, pursuant to the provisions of Section 382 of the California Code of Civil Procedure and California Rules of Court, rule 3.769. This Order incorporates by reference the definitions in the Agreement, and all terms defined therein shall have the same meaning in this Order as set forth in the Agreement. Capitalized terms herein shall have the definitions set forth in the Agreement.

2. Plaintiff is granted leave to file the First Amended Class and Representative Action Complaint, a copy of which was submitted with the Motion for Preliminary Approval

3. The Gross Settlement Amount is One Million Five Hundred Thousand Dollars (\$1,500,000) and provides for the following disbursements subject to Court approval: (1) Class Counsel Fees Payment not exceed one-third of the Gross Settlement Amount which would presently be \$500,000; (2) Class Counsel Litigation Expenses Payment not to exceed \$50,000; (3) Administration Expenses Payment not to exceed \$12,000; (4) the Class Representative Service Payment to the Plaintiff in an amount not to exceed \$10,000; and (5) the PAGA Penalties payment of \$30,000 to be allocated 75% to the California Labor and Workforce Development Agency ("LWDA") and 25% to the PAGA Employees. The amount remaining in the Gross Settlement Amount after the deduction of Court-approved amounts for the PAGA Penalties, the Class Representative Service Payment, the Class Counsel Fees Payment, the Class Counsel Litigation

1 Expenses Payment, and the Administration Expenses Payment is the “Net Settlement Amount”
2 which shall be allocated to Class Members as their Individual Class Payments.

3 4. Based on a review of the motion papers, it appears to the Court on a preliminary
4 basis that the Settlement is fair, adequate and reasonable to the Class. It further appears that
5 investigation and research have been conducted such that counsel for the Parties are able to
6 reasonably evaluate their respective positions. It further appears to the Court that settlement at this
7 time will avoid substantial additional costs by all Parties, as well as avoid the delay and risks that
8 would be presented by the further prosecution of the Action. It further appears that the Settlement
9 has been reached as the result of serious and non-collusive, arms-length negotiations after
10 mediation with a respectable mediator, Tripper Ortman. The Court therefore preliminarily finds
11 that the Settlement is fair, adequate, and reasonable when balanced against the probable outcome
12 of further litigation and the significant risks relating to certification, liability, and damages issues.
13 The Settlement falls within the range of reasonableness and appears to be presumptively valid,
14 subject only to any objections that may be raised at the Final Approval Hearing and final approval
15 by this Court.

16 5. The Court provisionally appoints Plaintiff as the representative of the Class. The
17 Court provisionally appoints Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik,
18 Nicholas J. De. Blouw, Victoria Rivapalacio, Piya Mukherjee, Jeffrey S. Herman, and Charlotte
19 James of Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class Counsel for the Class.

20 6. A Final Approval Hearing on the question of whether the Settlement should be
21 finally approved as fair, reasonable and adequate as to all Class Members who do not submit a
22 valid and timely request to exclude themselves from the Settlement is scheduled for September 25,
23 2025 at 2:00 p.m. in Department CX102 of the Orange County Superior Court, Civil Complex
24 Center courthouse located at 751 W. Santa Ana Blvd., Santa Ana, CA 92701. Other matters for
25 determination at the Final Approval Hearing shall include whether the Final Approval Order and
26 Judgment should be entered herein; and whether the plan of allocation contained in the Agreement
27 should be approved as fair, adequate and reasonable to the Class Members. The motion for final
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1 approval and for attorneys' fees, costs and service awards shall be heard at the Final Approval
2 Hearing and the papers are to be filed with the Court and served on all counsel no later than
3 sixteen (16) court days before the hearing.

4 7. Plaintiff shall serve this Order on the LWDA.

5 8. For settlement purposes only, the Court conditionally certifies the following Class:
6 "all individuals currently or formerly employed by Defendant in California and classified as an
7 hourly, non-exempt employee at any time during the Class Period, excluding any *Flores*
8 Settlement Members who worked from February 1, 2019 to February 23, 2022, and whose
9 employment terminated on or before February 23, 2022 and who has not been since rehired by
10 Defendant The Coca-Cola Company." The Class Period is February 1, 2019 to August 3, 2024.
11 "*Flores* Settlement Members" means all non-exempt employees who performed work for the
12 Defendant at the Fontana, California and Ontario, California facilities during the period from July
13 31, 2018 to and including February 23, 2022. There are approximately 904 individuals in the
14 Class.

15 9. The Court hereby appoints ILYM Group, Inc. as Administrator. No later than 60
16 calendar days after preliminary approval of the Settlement by the Court, Defendant shall provide
17 to the Administrator an electronic spreadsheet with the Class Data. The Administrator will
18 perform address updates and verifications as necessary prior to the mailing of the Class Notice.
19 Using best efforts to mail it as soon as possible, and in no event later than 14 days after receiving
20 the Class information spreadsheet, the Administrator will mail the Class Notice Packet to all Class
21 Members via first-class U.S. Mail.

22 10. The Court hereby approves, as to form and content, the Court Approved Notice of
23 Class Action Settlement and Hearing Date for Final Court Approval ("Class Notice") attached
24 hereto as Exhibit #1. The Court finds that the Class Notice appears to fully and accurately inform
25 the Class of all material elements of the proposed Settlement, Class Members' right to be excluded
26 from the Class by submitting a written opt-out request, and each member's right and opportunity
27 to object to the Settlement. The Court further finds that the distribution of the Class Notice
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1 substantially in the manner and form set forth in the Agreement and this Order meets the
2 requirements of due process, is the best notice practicable under the circumstances, and shall
3 constitute due and sufficient notice to all persons entitled thereto. The font of the Class Notice
4 shall not be smaller than what was provided to the Court. The Court orders the mailing of the
5 Class Notice Packets by first class mail, pursuant to the terms and implementation schedule set
6 forth in the Agreement.

7 11. The Court approves, as to the form and content, the Dispute Form and the Request
8 for Exclusion Form that the Class Members may use to dispute their employment dates or opt out
9 of the Settlement, respectively, attached hereto as Exhibits #2 and #3, respectively.

10 12. The Court hereby approves the proposed procedure for exclusion from the
11 Settlement. Any Class Member may individually choose to opt out of and be excluded from the
12 Class as provided in the Class Notice by following the instructions for requesting exclusion from
13 the Class that are set forth in the Class Notice. All requests for exclusion must be postmarked,
14 faxed or emailed by no later than sixty (60) calendar days after the date of the mailing of the Class
15 Notice and received by the Administrator. If a Class Notice Packet is re-mailed, the response date
16 for opt-outs will be 45 days after any remailing. Any such person who chooses to opt out of and
17 be excluded from the Class will not be entitled to any recovery under the Settlement and will not
18 be bound by the Settlement or have any right to object, appeal or comment thereon (except that no
19 PAGA Employee may opt out of the PAGA portion of the settlement and any PAGA Employee
20 who requests exclusion from the Class will still recover their portion of the PAGA Penalties and
21 will be bound by the release of the Released PAGA Claims). Class Members who have not timely
22 requested exclusion shall be bound by all determinations of the Court, the Agreement and the
23 Judgment. A request for exclusion may only opt out that particular individual, and any attempt to
24 affect an opt out of a group, class, or subclass of individuals is not permitted and will be deemed
25 invalid.

26 13. Any Class Member who has not opted out may object or express the Member's
27 views regarding the Settlement, may appear at the final approval hearing, and may present
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1 evidence and file briefs or other papers that may be proper and relevant to the issues to be heard
2 and determined by the Court as provided in the Notice. Class Members will have sixty (60) days
3 from the date of the mailing of the Class Notices to submit their written objections to the
4 Administrator and counsel for both parties in accordance with the instructions in the Class Notice.
5 If a Class Notice Packet is re-mailed, the response date for written objections will be 45 days after
6 any remailing. Alternatively, Class Members may appear at the Final Approval Hearing to make
7 an oral objection.

8 14. Neither the Settlement, Agreement, nor any exhibit, document, or instrument
9 delivered thereunder shall be construed as a concession or admission by Defendant in any way that
10 the claims asserted have any merit or that this Action was properly brought as a class or
11 representative action, and shall not be used as evidence of, or used against Defendant as, an
12 admission or indication in any way, including with respect to any claim of any liability,
13 wrongdoing, fault or omission by Defendant or with respect to the truth of any allegation asserted
14 by any person. Whether or not the Settlement is finally approved, neither the Settlement,
15 Agreement, nor any exhibit, document, statement, proceeding or conduct related to the Settlement,
16 nor any reports or accounts thereof, shall in any event be construed as, offered or admitted in
17 evidence as, received as or deemed to be evidence for any purpose adverse to the Defendant,
18 including, but not limited to, evidence of a presumption, concession, indication or admission by
19 Defendant of any liability, fault, wrongdoing, omission, concession or damage.

20 15. The Court reserves the right to adjourn or continue the date of the final approval
21 hearing and all dates provided for in the Agreement without further notice to Class Members and
22 retains jurisdiction to consider all further applications arising out of or connected with the
23 proposed Settlement.

24 16. The Action is stayed, and all trial and related pre-trial dates are vacated, subject to
25 further orders of the Court at the Final Approval Hearing.

26 17. Pursuant to California Code of Civil Procedure section 664.6 and California Rules
27 of Court rule 3.769(h), the Court retains continuing jurisdiction to construe, interpret, implement
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1 and enforce the Agreement, to hear and resolve any contested challenge to a claim for settlement
2 benefits, and to supervise and adjudicate any dispute arising from or in connection with the
3 distribution of settlement benefits.

4 **IT IS SO ORDERED.**

5
6 Dated: _____

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8 HON. LAYNE MELZER
9 JUDGE, SUPERIOR COURT OF CALIFORNIA
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EXHIBIT C

FINAL APPROVAL ORDER AND JUDGMENT

1 **BLUMENTHAL NORDREHAUG BHOWMIK**
2 **DE BLOUW LLP**

3 Norman B. Blumenthal (State Bar #068687)

4 Kyle R. Nordrehaug (State Bar #205975)

5 Aparajit Bhowmik (State Bar #248066)

6 2255 Calle Clara

7 La Jolla, CA 92037

8 Telephone: (858)551-1223

9 Facsimile: (858) 551-1232

10 Attorneys for Plaintiff

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 COUNTY OF ORANGE
13

14 NICOLE FRITCH, on behalf of the State of
15 California, as a private attorney general,

16 Plaintiffs,

17 vs.

18 THE COCA-COLA COMPANY, a
19 Corporation; and DOES 1 through 50,
20 inclusive,

21 Defendants.
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26
27
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CASE NO.: 30-2023-01313737-CU-OE-CXC

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT**

Hearing Date:

Hearing Time:

Judge: Hon. Layne Melzer

Dept.: CX102

Action Filed: March 21, 2023

Trial Date: Not Set

1 The motion of Plaintiff Nicole Fritch (“Plaintiff”) for an order finally approving the Class
2 Action and PAGA Settlement Agreement, as modified by the Parties’ stipulation (“Agreement”),
3 with Defendant The Coca-Cola Company (“Defendant”), attorneys’ fees and costs, service
4 payments, and the expenses of the Administrator duly came on for hearing on _____
5 before the Honorable Layne Melzer.

6
7 **I.**

8 **FINDINGS**

9 Based on the oral and written argument and evidence presented in connection with the
10 motion, the Court makes the following findings:

11 1. All terms used herein shall have the same meaning as defined in the Agreement.

12 2. This Court has jurisdiction over the subject matter of this litigation pending before
13 the California Superior Court for the County of Orange, and over all Parties to this litigation,
14 including the Class as that term is defined in the Agreement.

15 3. Based on a review of the papers submitted by Plaintiffs and a review of the
16 applicable law, the Court finds that the Gross Settlement Amount of One Million Five Hundred
17 Thousand Dollars (\$1,500,000), and the terms set forth in the Agreement are fair, reasonable, and
18 adequate.

19 4. The Court further finds that the Settlement was the result of arm’s length
20 negotiations conducted after Class Counsel had adequately investigated the claims and became
21 familiar with the strengths and weaknesses of those claims. In particular, the amount of the
22 Settlement, the risks relating to certification, liability, and damages issues, and the assistance of an
23 experienced mediator in the settlement process, among other factors, support the Court’s
24 conclusion that the Settlement is fair, reasonable, and adequate.

25 **Preliminary Approval of the Settlement**

26 5. On _____, the Court granted preliminary approval of the Settlement and
27 approved conditional certification of the Class for settlement purposes only.

1 **Notice to the Class**

2 6. In compliance with the Preliminary Approval Order, the Class Notice was mailed
3 by first class mail to members of the Class at their last known addresses on or about
4 _____. Mailing of the Class Notice to their last known addresses was the best notice
5 practicable under the circumstances and was reasonably calculated to communicate actual notice
6 of the litigation and the proposed settlement to the Class. The Class Notice given to the Class
7 Members fully and accurately informed the Class Members of all material elements of the
8 proposed Settlement and of their opportunity to object to or comment thereon or to seek exclusion
9 from the Settlement; was valid, due, and sufficient notice to all Class Members; and complied
10 fully with the laws of the State of California, the United States Constitution, due process and other
11 applicable law. The Class Notice fairly and adequately described the Settlement and provided
12 Class Members adequate instructions and a variety of means to obtain additional information.

13 7. The deadline for opting out of the Class or submitting written objections to the
14 Settlement was _____ and for re-mailed Class Notices, the deadline was _____.
15 There was an adequate interval between notice and the deadline to permit Class Members to
16 choose what to do and act on their decision. A full opportunity has been afforded to the Class
17 Members to participate in the final approval hearing on _____, and all Class Members and
18 other persons wishing to be heard have been heard. Class Members also have had a full and fair
19 opportunity to exclude themselves from the proposed Settlement and Class. Accordingly, the
20 Court determines that all Class Members who did not timely and properly submit a request for
21 exclusion are bound by the Settlement and this Final Approval Order and Judgment.

22 **Fairness Of Settlement**

23 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*
24 48 Cal.App.4th 1794, 1801 (1996).

25 a. The settlement was reached through arm's-length bargaining between the
26 parties during an all-day mediation before Tripper Ortman, a respected and experienced mediator
27 of wage and hour class actions. Prior to mediation, Plaintiff conducted written discovery and the
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1 parties also exchanged informal discovery, all of which included time and pay data for the class
2 and relevant policies. There has been no collusion between the parties in reaching the proposed
3 settlement.

4 b. Plaintiff's investigation and discovery have been sufficient to allow the
5 Court and counsel to act intelligently.

6 c. Counsel for both parties are experienced in similar employment class action
7 litigation. All counsel recommended approval of the Agreement.

8 d. The percentage of objectors and requests for exclusion is small. _____
9 objections were received. _____ timely requests for exclusion were received.

10 e. The participation rate was high. _____ Class Members will be mailed a
11 settlement payment, representing _____ of the overall Class.

12 9. The consideration to be given to the Class Members under the terms of the
13 Agreement is fair, reasonable and adequate considering the strengths and weaknesses of the claims
14 asserted in this action and is fair, reasonable and adequate compensation for the release of Class
15 Members' claims, given the uncertainties and significant risks of the litigation and the delays
16 which would ensue from continued prosecution of the Action.

17 10. The Agreement is approved as fair, adequate and reasonable and in the best
18 interests of the Class Members.

19 **Attorneys' Fees and Costs**

20 11. An award of \$500,000 for attorneys' fees, representing one-third of the Gross
21 Settlement Amount, and \$ _____ for litigation costs and expenses, is reasonable, in light of
22 the contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results
23 achieved by Class Counsel. The requested award has been supported by Class Counsel's lodestar
24 and litigation expense billing statement.

25 **Class Representative Service Payment**

26 12. The Agreement provides for Class Representative Service Payment of not more
27 than \$10,000 to the Plaintiff, subject to the Court's approval. The Court finds that Class
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1 Representative Service Payment in the amount of \$10,000 to the Plaintiff is reasonable in light of
2 the risks and burdens undertaken by the Plaintiff in this litigation and for her time and effort in
3 bringing and prosecuting this matter on behalf of the Class. In making this award, the Court has
4 considered only the factors set forth in *Golba v. Dick's Sporting Goods, Inc.* (2015) 238
5 Cal.App.4th 1251 and *Clark v. Am. Residential Servs. LLC* (2009) 175 Cal.App.4th 785.

6 **Administration Expenses Payment**

7 13. The Administrator shall calculate and administer the payments to be made to the
8 Participating Class Members and PAGA Employees, transmit payment for attorneys' fees and
9 costs to Class Counsel, transmit the Class Representative Service Payment to the Plaintiff,
10 distribute the PAGA Penalties, issue any required tax reporting forms, calculate withholdings and
11 perform the other remaining duties set forth in the Agreement. The Administrator has documented
12 \$_____ in fees and expenses, and this amount is reasonable in light of the work
13 performed by the Administrator.

14 **PAGA Penalties**

15 14. The Agreement provides for PAGA Penalties in the amount of \$30,000 to be paid
16 out of the Gross Settlement Amount, which shall be allocated 75% (\$22,500) to the LWDA PAGA
17 Payment and 25% (\$7,500) to the Individual PAGA Payments to be distributed by (a) dividing the
18 amount of the PAGA Employees' 25% share of PAGA Penalties (\$7,500) by the total number of
19 PAGA Pay Periods worked by all PAGA Employees during the PAGA Period and (b) multiplying
20 the result by each PAGA Employee's PAGA Pay Periods. PAGA Employees assume full
21 responsibility and liability for any taxes owed on their Individual PAGA Payment. Individual
22 PAGA Payment calculation will exclude, for any *Flores* Settlement Members, those Pay Periods
23 worked from February 1, 2019 to February 23, 2022. "PAGA Employees" are all Class Members
24 who were employed by Defendant at any time during the PAGA Period, excluding any *Flores*
25 Settlement Member who worked from February 1, 2019 to February 23, 2022 and whose
26 employment terminated on or before February 23, 2022 and who has not been since rehired by
27 Defendant The Coca-Cola Company. "*Flores* Settlement Members" means all non-exempt
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1 employees who performed work for the Defendant at the Fontana, California and Ontario,
2 California facilities during the period from July 31, 2018 to and including February 23, 2022.
3 The LWDA was notified of the settlement and served with a copy of the Agreement, and the
4 LWDA has not objected to the Settlement. The Court finds this PAGA Penalties amount to be
5 reasonable.

6
7 **II.**
8 **ORDERS**

9 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

10 1. The Class is certified for the purposes of settlement only. The Class is hereby
11 defined as follows:

12 All individuals currently or formerly employed by Defendant in California and
13 classified as an hourly, non-exempt employee at any time during the Class Period,
14 excluding any *Flores* Settlement Members who worked from February 1, 2019 to
15 February 23, 2022, and whose employment terminated on or before February 23,
16 2022 and who has not been since rehired by Defendant The Coca-Cola Company.

17 The Class Period is February 1, 2019, through August 3, 2024. “*Flores* Settlement
18 Members” means all non-exempt employees who performed work for the Defendant at the
19 Fontana, California and Ontario, California facilities during the period from July 31, 2018
20 to and including February 23, 2022.

21 2. All persons who meet the foregoing definition are members of the Class, except for
22 those individuals who filed a valid request for exclusion (“opt out”) from the Class: [identify any
23 requests for exclusion].

24 3. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
25 best interest of the Class. The payment of the Individual Class Payments to the Participating Class
26 Members as set forth in the Agreement is approved.

27 4. Class Counsel are awarded attorneys' fees in the amount of \$500,000 and costs in
28 the amount of \$ _____. Class Counsel shall not seek or obtain any other compensation or
reimbursement from Defendant, Plaintiff or members of the Class.

1 5. The payment of the Class Representative Service Payment in the amount of
2 \$10,000 to the Plaintiff is approved.

3 6. The payment of \$ _____ to the Administrator for their fees and expenses
4 is approved.

5 7. The PAGA Penalties amount of \$30,000 is approved to be distributed in
6 accordance with the Agreement.

7 8. The Agreement and this Settlement are not an admission by Defendant, nor is this
8 Final Approval Order and Judgment a finding of the validity of any claims in the Action, any
9 wrongdoing by Defendant, or that this Action is appropriate for class treatment (other than for
10 settlement purposes). Neither this Final Approval Order and Judgment, the Agreement, nor any
11 document referred to herein, nor any action taken to carry out the Agreement is, may be construed
12 as, or may be used as an admission by or against Defendant of any fault, negligence, wrongdoing,
13 or liability whatsoever. The entering into or carrying out of the Agreement, and any negotiations
14 or proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of,
15 any liability, culpability, negligence, or wrongdoing on the part of Defendant, or an admission or
16 concession with regard to the denials or defenses by Defendant. Notwithstanding these
17 restrictions, Defendant may file in the Action or in any other proceeding this Final Approval Order
18 and Judgment, the Agreement, or any other papers and records on file in the Action as evidence of
19 the Settlement to support a defense of res judicata, collateral estoppel, release, or other theory of
20 claim or issue preclusion or similar defense as to the claims being released by the Settlement.

21 9. Notice of entry of this Final Approval Order and Judgment shall be given to all
22 Parties by Class Counsel on behalf of Plaintiff and all Class Members. The Final Approval Order
23 and Judgment shall be posted on the Administrator's website as set forth in the Class Notice to the
24 Class. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment
25 to individual Class Members. Pursuant to Labor Code section 2699, subdivision (l)(2), Class
26 Counsel shall submit a copy of this Final Approval Order and Judgment to the LWDA within 10
27 days after its entry.

1 10. If the Agreement does not become final and effective in accordance with the terms
2 of the Agreement, then this Final Approval Order and Judgment, and all orders entered in
3 connection herewith, shall be rendered null and void and shall be vacated, and the Parties shall
4 revert to their respective positions as of before entering into the Agreement, and expressly reserve
5 their respective rights regarding the prosecution and defense of this Action, including all available
6 defenses and affirmative defenses, and arguments that any claim in the Action could not be
7 certified as a class action and/or managed as a representative action. In accordance with the
8 Agreement, the parties shall stipulate to the dismissal of Plaintiff's class claims without prejudice
9 in the Action and Plaintiff will litigate those claims before the United States District Court for the
10 Central District of California, Case No. Case No. 8:23-cv-00576-JWH-E.

11 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

12 1. Except as set forth in the Agreement and this Final Approval Order and Judgment,
13 Plaintiffs, and all members of the Class, shall take nothing in the Action.

14 2. Pursuant to California Code of Civil Procedure section 664.6 and California Rules
15 of Court rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement and
16 enforce the Agreement, to hear and resolve any contested challenge to a claim for settlement
17 benefits, and to supervise and adjudicate any dispute arising from or in connection with the
18 distribution of settlement benefits.

19 3. The Parties are authorized, with further approval from the Court, to agree to and to
20 adopt such amendments, modifications and expansions of the Agreement and all exhibits attached
21 thereto which are consistent with this Final Approval Order and Judgment and do not limit the
22 rights of the Parties or Class Members under the Agreement.

23 4. Each party shall bear its own attorneys' fees and costs, except as otherwise
24 provided in the Agreement and in this Final Approval Order and Judgment.

25 5. Effective on the date when Defendant fully funds the entire Gross Settlement
26 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
27 Payments, all Participating Class Members, on behalf of themselves and their respective former
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1 and present representatives, agents, attorneys, heirs, administrators, successors, and assigns,
2 release Released Parties from the Released Class Claims

3 6. As used in paragraph 5 above, the quoted terms have the meanings set forth below:

4 (a) "Released Class Claims" means all claims set forth in the Operative
5 Complaint that occurred during the Class Period, including: (1) unfair competition; (2) failure to
6 pay minimum wages; (3) failure to pay overtime wages; (4) failure to provide meal periods; (5)
7 failure to provide rest periods; (6) failure to provide accurate itemized statements; (7) failure to
8 reimburse employees for required expenses; (8) failure to provide wages when due; and (9) failure
9 to pay sick wages; as well as any claims that could have been pled from the same or similar facts
10 pled in the Operative Complaint, including those claims for interest, penalties (including waiting
11 time penalties), as well as any claims under the California Labor Code for violations of Labor
12 Code sections 201, 202, 203, 204, 210, 218, 221, 226, 226.7, 233, 246, 510, 512, 558, 1194,
13 1194.2, 1197, 1197.1, 1198, 2802, 2810.5; Business and Professions Code §§ 17200, et seq.; the
14 Fair Labor Standards Act, 29 U.S.C. §§ 201, et seq. ("FLSA"); and the applicable California
15 Industrial Welfare Commission Wage Orders. The Released Class Claims include any claims for
16 injunctive relief, declaratory relief, restitution, alleged or which could have been alleged under the
17 facts, allegations and/or claims pleaded in the Operative Complaint that occurred during the Class
18 Period. The Released Class Claims exclude all class claims outside of the Class Period, including
19 Plaintiff's individual claims that are subject to a separate release, claims for vested benefits,
20 wrongful termination, violation of the Fair Employment and Housing Act, unemployment
21 insurance, disability, social security, workers' compensation, or class claims based on facts
22 occurring outside the Class Period, and, for *Flores* Settlement Class Members, the claims that
23 were already resolved and released in the *Flores* settlement for the period between July 31, 2018
24 and February 23, 2022.

25 (b) "Released Parties" collectively mean: Defendant and any of their past,
26 present and future direct or indirect parents, subsidiaries, predecessors, successors and affiliates, as
27 well as each of its past, present and future officers, directors, employees, partners, members,
28

1 shareholders and agents, attorneys, insurers, reinsurers, and any individual or entity which could
2 be jointly liable with Defendant.

3 7. Effective on the date when Defendant fully funds the entire Gross Settlement
4 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
5 Payments, the PAGA Employees and the LWDA are deemed to release, on behalf of themselves
6 and their respective former and present representatives, agents, attorneys, heirs, administrators,
7 successors, and assigns, the Released Parties from the Released PAGA Claims. The “Released
8 PAGA Claims” are all alleged violations of PAGA in the Operative Complaint that occurred
9 during the PAGA Period, including: claims alleged or claims based on the facts in the Operative
10 Complaint in the PAGA Action for Violation of the California Private Attorneys General Act of
11 2004 (Labor Code §§ 2698, et seq.), and Plaintiff’s request for PAGA penalties based on the same
12 facts alleged in the Operative Complaint and/or the January 10, 2023 PAGA Notice sent to the
13 LWDA by Plaintiff under Labor Code section 2699.3 prior to filing the PAGA Action for alleged
14 violations of the California Labor Code and California Industrial Welfare Commission Wage
15 Orders for violations of Labor Code sections 201, 202, 203, 204 et seq., 210, 221, 226, 226(a),
16 226.3, 226.7, 227.3, 246 et seq., 510, 512, 558, 1194, 1197, 1197.1, 1198, 2802, and applicable
17 IWC Wage Orders, and California Code of Regulations, Title 8, section 11000 *et seq.* The
18 Released PAGA Claims exclude PAGA claims outside of the PAGA Period, and, for *Flores*
19 Settlement Members, the PAGA claims that were already resolved and released in the *Flores*
20 settlement for the period of February 25, 2019 to February 23, 2022. The release of the Released
21 PAGA Claims shall be effective as to all PAGA Employees, regardless of whether an PAGA
22 Employee submitted a request for an exclusion from the Class.

23 8. Effective on the date when Defendant fully funds the entire Gross Settlement
24 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
25 Payments, Plaintiff has generally and fully released and discharged the Released Parties from all
26 claims, transactions, or occurrences that occurred during the Class Period, as fully set forth in the
27 Agreement.

1 9. If a settlement check remains uncashed by the expiration date, the funds from such
2 uncashed checks will be paid to the California State Controller's Unclaimed Property Fund in the
3 name of the Participating Class Member/PAGA Employee.

4 10. Pursuant to CCP §384(b), Plaintiff shall submit to the Court a final report on or
5 before _____ setting forth the actual amounts paid to class members and other
6 amounts disbursed pursuant to the settlement. Upon receiving the report, the Court will determine
7 whether further reports and/or a hearing will be necessary.

8 11.

9 12. THE PARTIES ARE HEREBY ORDERED TO COMPLY WITH THE TERMS
10 OF THE AGREEMENT. PURSUANT TO CALIFORNIA RULE OF COURT 3.769, THE
11 COURT HEREBY ENTERS FINAL JUDGMENT BASED UPON THE TERMS OF THIS
12 ORDER AND THE AGREEMENT AND, WITHOUT AFFECTING THE FINALITY OF THIS
13 MATTER, RETAINS EXCLUSIVE AND CONTINUING JURISDICTION TO ENFORCE THIS
14 ORDER, THE SETTLEMENT AGREEMENT, AND THE JUDGMENT THEREON.
15 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.**

16
17 Dated: _____

18
19 _____
HON. LAYNE MELZER
JUDGE, SUPERIOR COURT OF CALIFORNIA

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

2255 CALLE CLARA
LA JOLLA, CA - California 92037-3107

INVOICE

Invoice # 1
Date: 08/29/2025
Due On: 09/28/2025

Nicole Kinstle Fritch
318 e Rosslynn Avenue
Fullerton, CA 92832

CA2670

The Coca-Cola Company

Services

Attorney	Date	Notes	Quantity	Rate	Total
NDB	12/18/2022	Review original intake notes. Legal research regarding related litigation in State and Federal Courts. Research Defendant's business operations in CA. Analyze facts and law. Discuss with Plaintiff.	3.10	\$850.00	\$2,635.00
NDB	12/23/2022	Review entire employment file for legal claims. Review paystub exemplars for regular rate theories and wage statement violations. Perform legal research regarding wage and hour violations. Review secretary of state website for Defendant information.	4.10	\$850.00	\$3,485.00
NDB	12/28/2022	Review facts and law. Draft Complaint.	3.80	\$850.00	\$3,230.00
NDB	12/29/2022	Review documents, emails and facts regarding Plaintiff's wrongful termination claims. Legal research regarding the same. Analyze previous settlements and court opinions with similar claims.	3.10	\$850.00	\$2,635.00
NDB	01/07/2023	Review case file. Draft Complaint and analyze claims.	4.10	\$850.00	\$3,485.00
NDB	01/08/2023	Review and research PAGA claims. Draft PAGA Notice. Analyze case file.	2.00	\$850.00	\$1,700.00
RE	01/31/2023	Review case notes	0.50	\$675.00	\$337.50
RE	01/31/2023	Review & analyze employment file documents	2.50	\$675.00	\$1,687.50

RE	02/01/2023	Draft summons and civil case cover sheet	0.50	\$675.00	\$337.50
RE	02/01/2023	Review, edit & finalize class action complaint draft	2.70	\$675.00	\$1,822.50
RE	02/01/2023	Review & finalize class action complaint package; file in OC Sup. Ct.	0.60	\$675.00	\$405.00
RE	02/03/2023	Review court-returned documents; review docket; memo to firm re judicial/departement assignment and status of initial CMC re class action	0.50	\$675.00	\$337.50
RE	03/02/2023	Prepare documents for service of process re class action; identify reg. agent; send out for service of process via Knox.	0.70	\$675.00	\$472.50
SB	03/03/2023	Review complaint, analyze, advise ND	2.60	\$450.00	\$1,170.00
RE	03/07/2023	File POS of summons re class action; memo to firm re post service written discovery	0.50	\$675.00	\$337.50
SB	03/20/2023	Revise complaint, advise ND	2.60	\$450.00	\$1,170.00
RE	03/21/2023	Draft PAGA only representative action complaint	3.70	\$675.00	\$2,497.50
RE	03/22/2023	Review court-returned documents; review docket re paga action; memo to firm re judicial/ department assignment and status of initial case management conference	0.50	\$675.00	\$337.50
RE	03/22/2023	Provide notice to LWDA of PAGA filing; upload complaint to LWDA; save confirmation for future verification of notice to LWDA	0.40	\$675.00	\$270.00
RE	03/22/2023	Prepare initial documents for service of process re paga action; identify registered agent; send out for service via Knox	0.70	\$675.00	\$472.50
RE	03/24/2023	File POS of summons re paga action; memo to firm re post service written discovery	0.50	\$675.00	\$337.50
JH	03/31/2023	Review Defendant's meet and confer correspondence re motion to dismiss; review/ analyze Defendant's notice of removal and supporting declaration; research issues and draft response to Defendant; discuss with PM	2.50	\$750.00	\$1,875.00
JH	04/03/2023	Review/analyze notice of assignment; research judicial assignment for remand	1.00	\$750.00	\$750.00
JH	04/04/2023	Prepare for and attend meet and confer call with defense counsel re motion to remand and motion to dismiss	1.00	\$750.00	\$750.00
VR	04/05/2023	Receipt and Review of Correspondence: review and revise stipulation re deadline to respond to complaint; review correspondence to Def; draft and send correspondence regarding rule 26f conf	0.50	\$750.00	\$375.00

VR	04/06/2023	Review and Analyze: review and analyze court's orders, local rules, and standing orders; advise PM	0.90	\$750.00	\$675.00
VR	04/18/2023	telephone conference with Def re Rule 26(f); prepare for conference; review discovery; review notice of related cases; advise PM	2.50	\$750.00	\$1,875.00
VR	04/20/2023	Draft: draft discovery; review documents; advise GG and PM	2.50	\$750.00	\$1,875.00
PM	04/25/2023	Review Def. Motion to Dismiss; Review standing order and local rules re opposition filing timeline; review legal and factual issues.	2.75	\$750.00	\$2,062.50
JH	04/26/2023	Begin drafting opposition to motion to dismiss	2.00	\$750.00	\$1,500.00
VR	04/27/2023	Draft: draft motion for remand; legal research re: wage statement amount in controversy	4.50	\$750.00	\$3,375.00
JH	04/27/2023	Additional research re motion to dismiss opposition	2.00	\$750.00	\$1,500.00
PM	04/28/2023	Review motion for remand	1.00	\$750.00	\$750.00
VR	04/28/2023	Draft: draft motion for remand; research retaliation, disability, and other individual damages for amount of controversy calculation; finalize; advise GG and PM	4.50	\$750.00	\$3,375.00
JH	04/29/2023	Review Motion to Remand	0.50	\$750.00	\$375.00
JH	05/01/2023	Continue researching for and drafting motion to dismiss opposition	4.00	\$750.00	\$3,000.00
PM	05/01/2023	Review Def. meet and confer letter re demurrer; strategize re the same and advise team re the same; legal research re Def. proposed demurrer.	1.50	\$750.00	\$1,125.00
JH	05/02/2023	Continue and finish draft of MTD opposition; discuss with PM and AJB	3.00	\$750.00	\$2,250.00
PM	05/02/2023	Review and analyze client documents.	3.50	\$750.00	\$2,625.00
JH	05/03/2023	Review/revise draft declaration iso MTD Opp; further revise MTD Opp Memorandum	1.50	\$750.00	\$1,125.00
PM	05/03/2023	Review and revise opposition to Def. Motion to Dismiss; legal research re the same.	3.75	\$750.00	\$2,812.50
VR	05/03/2023	Draft: draft declaration of plaintiff in support of opp to MTD; review and revise; review opp to MTD	3.50	\$750.00	\$2,625.00
VR	05/04/2023	Review and Revise: review and revise declaration of plaintiff; telephone conference with Plaintiff; advise JH and PM	2.60	\$750.00	\$1,950.00
VR	05/04/2023	Review and Revise: review and revise opp to	1.20	\$750.00	\$900.00

MTD; advise JH and HD					
SP	05/04/2023	Reviewed Fritch Declaration. Revised and saved to Folder. Reviewed, revised and finalized the MPA Opposition for service and filing.	2.80	\$675.00	\$1,890.00
JH	05/05/2023	Review/analyze Defendant's MT Remand Opp	0.50	\$750.00	\$375.00
JH	05/05/2023	Review/revise/finalize motion to dismiss opp; advise team	1.00	\$750.00	\$750.00
PM	05/05/2023	Review and revise and finalize opposition to Def. motion to dismiss; review and finalize supporting documents.	4.00	\$750.00	\$3,000.00
CJ	05/08/2023	Research status of Rule 26f conference and discovery	0.50	\$550.00	\$275.00
CJ	05/08/2023	Research and evaluate initial disclosures exchanged/ deadlines, and discovery deadlines	0.50	\$550.00	\$275.00
CJ	05/08/2023	Continue evaluation of case and claims, review standing order, case notes and correspondence	1.00	\$550.00	\$550.00
VR	05/09/2023	Draft: draft joint rule 26(f) report and schedule; review court's orders; review documents; advise PM; correspondence to Def	3.00	\$750.00	\$2,250.00
JH	05/09/2023	Review/analyze Defendant's Rule 26f Disclosures	0.40	\$750.00	\$300.00
CJ	05/09/2023	Review Plaintiff's documents, and final revision and review of initial disclosures for service	1.00	\$550.00	\$550.00
VR	05/10/2023	Draft: draft reply in support of motion for remand; review and analyze def's opposition and declaration re remand	3.00	\$750.00	\$2,250.00
VR	05/11/2023	Draft: draft reply in support of motion for remand; review and analyze def's opposition and declaration re remand	4.50	\$750.00	\$3,375.00
PM	05/11/2023	Review and revise reply re motion for remand; review and analyze Def. opposition to motion for remand; advise VR re reply; strategize re motion for remand.	6.00	\$750.00	\$4,500.00
VR	05/12/2023	Review and Revise: review and revise reply; advise GG and PM	2.50	\$750.00	\$1,875.00
JH	05/12/2023	Review/analyze Defendant's MTD Reply brief	1.50	\$750.00	\$1,125.00
PM	05/12/2023	Review Def. emails regarding remand reply brief and opposition to Def. motion to dismiss; review and revise remand reply brief and file amended reply brief; strategize re Def. contemplated motion to strike; review Def. revisions to 26(f) report and correspond with Def. re the same.	6.00	\$750.00	\$4,500.00

PM	05/15/2023	Review and revise Opposition to Def. Motion to Dismiss; draft stipulation for leave to file amended opposition; correspond with defense counsel re the same.	4.00	\$750.00	\$3,000.00
PM	05/16/2023	Review and revise stipulation regarding filing of amended opposition to Def. MTD; review legal and factual claims; strategize re discovery and class certification.	2.50	\$750.00	\$1,875.00
PM	05/18/2023	Review and revise opposition to Def. Motion to Strike.	4.00	\$750.00	\$3,000.00
VR	05/19/2023	Correspondence with Opposing Counsel: review correspondence from def; review discovery and status of motions; advise PM; correspondence to Def	0.30	\$750.00	\$225.00
JH	05/22/2023	Review Order re jurisdictional discovery on Mtn to Remand; discuss with VR and PM	0.60	\$750.00	\$450.00
VR	05/23/2023	Review and Analyze: review Prime Healthcare and subsequent cases re PAGA vs class cases	0.40	\$750.00	\$300.00
VR	05/24/2023	legal research re Gavriilglou, Gregg, and Rocha re demurrer and issue preclusion; advise PM	2.50	\$750.00	\$1,875.00
PM	05/24/2023	Review and analyze Def. demurrer; legal research re the same; draft opposition.	6.00	\$750.00	\$4,500.00
VR	05/25/2023	Review and Revise: review and revise opp to demurrer; finalize; advise PM and GG	0.60	\$750.00	\$450.00
PM	05/25/2023	Draft/review/revise Opposition to Def. demurrer; legal research re Opp to Def. demurrer; draft supporting documents and finalize for filing.	7.50	\$750.00	\$5,625.00
PM	06/07/2023	Review Def. correspondence re discovery meet and confer; advise team re response and next steps.	0.75	\$750.00	\$562.50
VR	06/08/2023	meet and confer with Def; prepare for conference of counsel; review PMK notice; review discovery responses; advise PM and AJB; correspondence to Def	3.00	\$750.00	\$2,250.00
AB	06/08/2023	Review/analyze def's responses; draft/send memo to team	3.00	\$895.00	\$2,685.00
VR	06/09/2023	Draft: review discovery responses; draft meet and confer correspondence; review correspondence between the parties; advise PM	2.60	\$750.00	\$1,950.00
PM	06/12/2023	Review Def. Motion for Protective Order; advise VR re the same.	2.25	\$750.00	\$1,687.50
VR	06/12/2023	Review and Analyze: review court's orders; review correspondence between parties; review	1.20	\$750.00	\$900.00

		status of discovery; advise PM			
PM	06/13/2023	Review correspondences with Def. re discovery dispute; strategize re Def. motion for protective order; review order denying Def. motion for protective order.	2.25	\$750.00	\$1,687.50
VR	06/13/2023	Review and Analyze: review and analyze court's order re motion for discovery; review motion; advise CJ	1.20	\$750.00	\$900.00
CJ	06/15/2023	Research jurisdiction issue and potentially relevant discovery needed	1.00	\$550.00	\$550.00
CJ	06/15/2023	Draft rfp and sp rogs to Defendant	1.00	\$550.00	\$550.00
VR	06/22/2023	Draft: draft discovery responses; draft correspondence to plaintiff; review and revise discovery	2.80	\$750.00	\$2,100.00
VR	06/22/2023	telephone conference with plaintiff; review documents; follow up	1.80	\$750.00	\$1,350.00
PM	06/23/2023	Review responses to discovery and analyze re outstanding issue on amount in controversy dispute.	3.25	\$750.00	\$2,437.50
VR	06/23/2023	Review and Revise: review and revise discovery responses; advise GG and PM	2.00	\$750.00	\$1,500.00
VR	06/28/2023	Correspondence with Opposing Counsel: correspondence to Def re discovery; review documents produced by Plaintiff; prep for production	0.60	\$750.00	\$450.00
PM	06/28/2023	Review documents and legal and factual theories; strategize re remand and class certification and discovery	4.00	\$750.00	\$3,000.00
VR	06/30/2023	Correspondence with Opposing Counsel: correspondence to opposing counsel; review documents; finalize for production; review responses and requests; advise PM	1.50	\$750.00	\$1,125.00
PM	07/05/2023	Review and analyze Def. documents; prepare exhibit book; analyze claims.	3.50	\$750.00	\$2,625.00
PM	07/06/2023	Review and analyze documents; review and strategize re amount in controversy calculation; advise VR re the same.	4.00	\$750.00	\$3,000.00
VR	07/07/2023	Draft: draft ex parte re discovery and Court's order re remand; legal research; review local rules and standing orders	3.50	\$750.00	\$2,625.00
VR	07/08/2023	Draft: draft ex parte re court's order and discovery	2.00	\$750.00	\$1,500.00
VR	07/10/2023	Draft: draft ex parte application re discovery;	4.60	\$750.00	\$3,450.00

		review discovery; review correspondence re discovery; advise PM			
VR	07/10/2023	Review and Revise: review and revise protective order; correspondence to Def; advise PM	1.20	\$750.00	\$900.00
VR	07/11/2023	Draft: draft ex parte re discovery; correspondence to Def; call Def's counsel to provide notice re ex parte; advise PM; draft supporting declaration	3.00	\$750.00	\$2,250.00
VR	07/11/2023	Correspondence with Opposing Counsel: correspondence re discovery and ex parte; advise PM; review court's orders and local rules	1.20	\$750.00	\$900.00
PM	07/11/2023	Review and revise ex parte application seeking production of discovery; strategize re AIC calculation.	2.50	\$750.00	\$1,875.00
VR	07/12/2023	Correspondence with Opposing Counsel: correspondence re ex parte and discovery; advise PM	0.70	\$750.00	\$525.00
VR	07/13/2023	Review and Analyze: legal research re damages calculations and class actions and re rule 26 disclosures; review and analyze case law; advise PM; correspondence to Def	4.00	\$750.00	\$3,000.00
VR	07/13/2023	telephone conference with Def's counsel; prepare; advise PM	1.00	\$750.00	\$750.00
VR	07/13/2023	Review and Revise: review and revise ex parte and declaration; advise PM	1.70	\$750.00	\$1,275.00
PM	07/13/2023	Legal research re discovery ex parte; advise VR; review status of action and strategize re upcoming deadlines.	3.50	\$750.00	\$2,625.00
GG	07/14/2023	Review and Analyze: Standing order, for Ex Parte filing/service procedures	0.40	\$250.00	\$100.00
GG	07/14/2023	Draft: Email to court clerk re Ex parte app. and tel call.	0.60	\$250.00	\$150.00
VR	07/14/2023	Review and Revise: review and revise ex parte and declaration; review court's orders and standing orders; draft proposed order; finalize	2.40	\$750.00	\$1,800.00
GG	07/14/2023	Comm. with court clerk re ex parte to Compel further responses to discover, Advise Piya.	0.30	\$250.00	\$75.00
GG	07/14/2023	File and serve ex parte App. to compel further responses.	0.60	\$250.00	\$150.00
GG	07/17/2023	Receipt and Review of Correspondence: re chambers copy of exparte app.	0.20	\$250.00	\$50.00
AB	07/17/2023	Review/analyze ex parte papers / plan next steps.	3.00	\$895.00	\$2,685.00

PM	07/20/2023	Review court order on discovery ex parte and analyze; strategize re upcoming deadlines; strategize re court order re damages calculation.	2.50	\$750.00	\$1,875.00
CJ	07/20/2023	Review status of case and claims, evaluate complaint and case notes, documents in file in preparation for drafting CMC Statement	1.00	\$550.00	\$550.00
CJ	07/20/2023	Draft CMC Statement, finalize and sent for filing	0.50	\$550.00	\$275.00
GG	07/20/2023	Finalize CMC Smt. Draft POS, file and serve.	0.70	\$250.00	\$175.00
GG	07/20/2023	Draft POS, file and serve status conf. stmt.	0.60	\$250.00	\$150.00
VR	07/25/2023	Review and Analyze: review and analyze documents and data; correspondence to expert; review analysis; advise PM	2.10	\$750.00	\$1,575.00
PM	07/26/2023	Review analysis of Def. Production of payroll and time for class; prepare damages summary; advise VR and AJB; review and revise supplemental initial disclosures; strategize regarding damages summary.	5.00	\$750.00	\$3,750.00
VR	07/26/2023	Review and Analyze: review court's orders and docket; review R26 requirements; draft correspondence; draft supplemental disclosures; advise PM	2.60	\$750.00	\$1,950.00
JH	07/27/2023	Review/analyze Tentative Ruling re Demurrer	0.40	\$750.00	\$300.00
PM	07/27/2023	Review tentative ruling re Def. demurrer and analyze; prepare for hearing; appear for hearing; draft summary of hearing.	4.00	\$750.00	\$3,000.00
VR	07/27/2023	Review and Analyze: review and analyze demurrer; review CMC statement; review court's orders and docket; advise PM; prepare for hearing	2.20	\$750.00	\$1,650.00
AB	07/27/2023	Review/analyze tentative ruling re s hearing on Defendant's demurrer. Draft/send memo to team. Plan next steps.	2.00	\$895.00	\$1,790.00
VR	08/07/2023	Review and Analyze: telephone conference with Def; review and analyze documents and discovery responses; review complaint; advise PM	2.40	\$750.00	\$1,800.00
PM	08/08/2023	Review meet and confer correspondence; strategize re discovery dispute; analyze legal and factual claims and documents.	3.50	\$750.00	\$2,625.00
VR	08/25/2023	Draft: draft joint Rule 26 report; review complaint; review court's orders and local rules;	2.10	\$750.00	\$1,575.00
VR	08/28/2023	Draft: draft stipulation re mediation; correspondence to Def; advise PM	2.10	\$750.00	\$1,575.00

VR	08/29/2023	Review and Revise: review stipulation and proposed order; correspondence to def	1.10	\$750.00	\$825.00
PM	09/28/2023	Review status of actions; provide complaints and captions to mediator's office.	0.25	\$750.00	\$187.50
CJ	10/17/2023	Evaluate case and claims, review complaint and review documents received in file	1.00	\$550.00	\$550.00
CJ	10/17/2023	Draft mediation data and doc request, evaluate status of PAGA action	1.00	\$550.00	\$550.00
CJ	10/17/2023	Draft mediation chart	1.00	\$550.00	\$550.00
VR	10/26/2023	Review and Revise: review and revise joint stipulation to continue conference; correspondence to Def; advise PM and CJ	0.60	\$750.00	\$450.00
CJ	11/03/2023	Analyze PAGA Action, determine upcoming deadlines	1.00	\$550.00	\$550.00
NDB	01/09/2024	Review case file. Draft client notes memo detailing specific facts and claims.	2.10	\$850.00	\$1,785.00
AB	02/27/2024	review corr re mediation. Draft/send response objecting to focus on individual	1.00	\$895.00	\$895.00
CJ	02/28/2024	Evaluate case and claims, case notes and documents received to date in prep for advising OPC re same	1.00	\$550.00	\$550.00
CJ	02/28/2024	Review discovery responses from OPC	1.00	\$550.00	\$550.00
CJ	02/28/2024	Evaluate timing for mediation, review correspondence re mediation data and document request, follow up with OPC re same	0.50	\$550.00	\$275.00
CJ	02/28/2024	Continue review of case file, review policy documents for meal and rest policies and OT policies	1.00	\$550.00	\$550.00
CJ	03/06/2024	Evaluate P's individual claims, review and analyze documents re same, review Meet and confer correspondence from OPC	1.00	\$550.00	\$550.00
CJ	03/06/2024	Analyze Plaintiff's discovery responses to Def and production served to Def, review requests from Def related to wage and hour records, draft correspondence to Def re all	1.00	\$550.00	\$550.00
AB	03/06/2024	Review/analyze defense counsel's discovery requests. Advise team.	1.00	\$895.00	\$895.00
CJ	03/07/2024	Advise PM re issues with coca cola and timing for mediation	0.50	\$550.00	\$275.00
CJ	03/08/2024	Prepare for and conduct t/c with Plaintiff, evaluate docs, sent to OPC	1.00	\$550.00	\$550.00

CJ	03/11/2024	Prepare for T/c with Plaintiff, evaluate case notes and timeline, review wrongful term facts	1.00	\$550.00	\$550.00
CJ	03/11/2024	T/c with Plaintiff, annotate	1.00	\$550.00	\$550.00
CJ	03/19/2024	Revise and review case analysis worksheet	0.50	\$550.00	\$275.00
PM	03/20/2024	Review and analyze Def. documents.	3.75	\$750.00	\$2,812.50
CJ	03/20/2024	Review CBAs from Defendant, evaluate case and claims	1.00	\$550.00	\$550.00
CJ	03/20/2024	Review Performance reviews of Plaintiff and Plaintiff's docs from Defendant, evaluate case and claims	1.00	\$550.00	\$550.00
AB	03/25/2024	Review/analyze defendant's info. Direct team on follow up. Draft mediation brief.	3.00	\$895.00	\$2,685.00
NDB	03/25/2024	Review facts and law. Draft mediation brief.	3.90	\$850.00	\$3,315.00
AB	03/26/2024	Draft mediation brief. Advise expert on analysis needed.	2.00	\$895.00	\$1,790.00
CJ	03/26/2024	Evaluate complaint, claims and case notes, review ADR packet from Def & issues related to severance, arb adn CBA, correspond with OPC	1.00	\$550.00	\$550.00
GG	03/26/2024	ROA review and print documents in related action.	0.40	\$250.00	\$100.00
NDB	03/26/2024	Review and analyze data produced for mediation purposes. Review case file and court docket. Analyze written company policy documents. Legal research. Prepare for mediation.	4.20	\$850.00	\$3,570.00
AB	03/27/2024	Draft/file mediation brief.	8.00	\$895.00	\$7,160.00
PM	03/27/2024	Review Def. document production and mediation notes; review prior settlement documents including settlement agreement, preliminary approval motion, order granting final approval, declarations in support of preliminary approval and advise AJB re scope of settlement.	3.50	\$750.00	\$2,625.00
AB	03/27/2024	Review/analyze docs from prior, overlapping settlement.	2.00	\$895.00	\$1,790.00
GG	03/27/2024	Review email from PM re mediation confirmation and save confirmation to file.	0.10	\$250.00	\$25.00
NDB	03/27/2024	Review paystub exemplars. Legal research regarding wage statement and regular rate claims. Analyze case demographics.	2.80	\$850.00	\$2,380.00
SB	03/28/2024	Speak with client in advance of mediation, analyze claims, advise AJB	2.80	\$450.00	\$1,260.00

SB	03/29/2024	Speak with client about claims, calculate individual damages, add to case notes, advise AJB	2.60	\$450.00	\$1,170.00
SB	04/01/2024	Prepare for mediation, review and analyze mediation brief, advise AJB	2.60	\$450.00	\$1,170.00
AB	04/03/2024	Prep and appear for mediation.	10.00	\$895.00	\$8,950.00
SB	04/03/2024	Attend mediation	8.00	\$450.00	\$3,600.00
JH	04/05/2024	Review MOU; discuss longform with NBB	0.40	\$750.00	\$300.00
NB	04/05/2024	Review MOU, analyze. Advise JH.	3.00	\$995.00	\$2,985.00
AB	04/05/2024	Check status of signing MOU. Advise Taylor on status of MOU.	1.00	\$895.00	\$895.00
JH	04/08/2024	Review/analyze MOU; discuss with Piya and defense counsel; discuss with KN re amended pleading; advise team	1.00	\$750.00	\$750.00
PM	04/08/2024	Review status of settlement; advise JH re the same; review prior emails regarding amended complaint and settlement agreement.	0.75	\$750.00	\$562.50
JH	04/10/2024	Further review MOU: assess procedural posture of class and PAGA action and review dockets; discuss with KN re OC Sup Ct. specific settlement requirements; draft longform and circulate for review	3.50	\$750.00	\$2,625.00
JH	04/11/2024	Review/revise draft stip to continue stay pending approval	0.50	\$750.00	\$375.00
HD	04/11/2024	Draft stipulation and Proposed Order for Leave to file First Amended Complaint to amend the PAGA action to add class claims	0.50	\$250.00	\$125.00
JH	04/11/2024	Draft/revise stip for leave to file FAC; circulate to Defense Counsel for review	0.50	\$750.00	\$375.00
SP	04/11/2024	Reviewed MOU, Class Complaint, PAGA Complaint, Case Notes, Mediation Notes and correspondence. Drafted First Amended Class and Representative Action Complaint and Compare document. Sent to JSH.	3.70	\$675.00	\$2,497.50
JH	04/12/2024	F/u with KN re class longform; revise accordingly; draft individual longform; circulate to defense counsel for review	2.50	\$750.00	\$1,875.00
SP	04/12/2024	Discussed with JSH. Revised First Amended Complaint. Finalized FAC. Generated Compare Document. Sent to JSH.	1.10	\$675.00	\$742.50
NB	04/15/2024	Review settlement agreement. Final.	2.25	\$995.00	\$2,238.75

TM	04/16/2024	Reviewed order staying action pending settlement.	0.20	\$450.00	\$90.00
JH	04/17/2024	Draft and send settlement admin bids; compare bids received and discuss with KN	0.40	\$750.00	\$300.00
SP	04/17/2024	Reviewed, revised and finalized FAC and Compare Doc. Sent to Counsel for approval.	0.30	\$675.00	\$202.50
JH	04/22/2024	Review file; f/u corresp. with defense counsel re status of longform agreement	0.20	\$750.00	\$150.00
JH	04/29/2024	Review/analyze Defendant's proposed revisions to longform discuss with KN	1.20	\$750.00	\$900.00
JH	05/10/2024	Discuss with KN re amended pleading per MOU; advise SP	0.40	\$750.00	\$300.00
JH	05/13/2024	Review/analyze Defendant's proposed revisions to the amended complaint; discuss with SP	0.40	\$750.00	\$300.00
JH	05/22/2024	Discuss longform revisions with KN; review further revisions	0.50	\$750.00	\$375.00
KN	05/22/2024	Review OC requirements; review memo from JH; review and revise draft Agreement; email Defendant; memo to JH	3.00	\$950.00	\$2,850.00
JH	05/29/2024	F/u corresp with defense counsel re longform	0.20	\$750.00	\$150.00
JH	06/06/2024	Review/analyze Defendant's further revisions to longform class agreement; discuss with KN; further revise and circulate	0.70	\$750.00	\$525.00
KN	06/06/2024	Review Def revisions to the Agreement; analyze issue and review prior orders; memo to staff regarding settlement issues	1.00	\$950.00	\$950.00
SP	06/07/2024	Reviewed and revised defendant's changes to the FACARAC. Discussed with team. Arranged for formatting revisions. Reviewed, revised and finalized stipulation to file FAC. Sent to opposing Counsel for approval and execution.	2.10	\$675.00	\$1,417.50
SP	06/10/2024	Discussed revisions to formatting of FAC with HD and GG.	0.40	\$675.00	\$270.00
JH	06/13/2024	Review file; f/u with defense counsel re status of longform	0.20	\$750.00	\$150.00
JH	06/14/2024	Finalize agreement; circulate for confirmation of execution status; advise team re FAC	0.60	\$750.00	\$450.00
KN	06/14/2024	Review status; discuss issues with staff review next steps and final agreement	1.00	\$950.00	\$950.00
SP	06/14/2024	Discussed FAC with JSH and HD.	0.40	\$675.00	\$270.00

KN	06/20/2024	Draft exhibits to settlement; research issues; email drafts to Defendant.	4.50	\$950.00	\$4,275.00
JH	06/21/2024	Review and analyze draft exhibits to longform	0.30	\$750.00	\$225.00
JH	06/25/2024	Review file; f/u corresp. with defense counsel re status of longform agreement	0.30	\$750.00	\$225.00
AB	06/25/2024	Review/analyze updated expert chart. Advise expert of additional changes to be made. Review/analyze long form/draft Kullar section for prelim approval.	3.00	\$895.00	\$2,685.00
JH	06/27/2024	Discuss Defendant's final proposed changes with KN; further revise and circulate	0.40	\$750.00	\$300.00
JH	07/05/2024	Review executed agreement sent by Defendant; circulate for execution; review/analyze Defendant's proposed revisions to longform exhibits	0.50	\$750.00	\$375.00
JH	07/10/2024	Review file; draft joint report in class action and PAGA Action; circulate both drafts to Defendant for review; review and further revise Defendant's revised reports	0.80	\$750.00	\$600.00
JH	07/18/2024	F/u corresp. with defense counsel re longform; discuss with team	0.40	\$750.00	\$300.00
KN	07/18/2024	Review and revise exhibits; prepare final exhibits; prepare signed agreement; email Def	1.75	\$950.00	\$1,662.50
JH	07/24/2024	Review file; follow up with defense counsel re declaration to verify workweeks per section 7.1 of agreement	0.30	\$750.00	\$225.00
JH	07/30/2024	Review corresp. with defense counsel re declaration deadline; discuss with KN and respond	0.30	\$750.00	\$225.00
KN	08/08/2024	Prepare final exhibits; prepare signed agreement with exhibits; review status and procedure to file motion	0.40	\$950.00	\$380.00
KN	08/15/2024	Review documents; prepare approval outline; review prior motions and procedure in OC; begin drafting motion for prelim.	2.00	\$950.00	\$1,900.00
KN	08/16/2024	Draft motion for preliminary approval; update proposed order; prepare draft motion and send to Defendant.	3.00	\$950.00	\$2,850.00
JH	08/16/2024	Review/analyze draft MPA; discuss with TM re client decl. iso MPA	0.60	\$750.00	\$450.00
TM	08/16/2024	Review file; drafted Declaration of Plaintiff ISO motion for preliminary approval.	2.50	\$450.00	\$1,125.00

TM	08/16/2024	Email to and from client re declaration ISO approval.	0.40	\$450.00	\$180.00
JH	08/23/2024	Review/analyze Defendant's revisions to draft MPA	0.40	\$750.00	\$300.00
KN	08/23/2024	Draft declaration ISO motion; revise motion per Defendant comments; cross-check prior OC rulings and update draft declaration with additional information and issues	4.50	\$950.00	\$4,275.00
JH	08/23/2024	Review KN revisions to declaration in support of preliminary approval	0.30	\$750.00	\$225.00
AB	08/27/2024	REview/analyze defendant's proposed redlines and comments to decl iso of approval	1.00	\$895.00	\$895.00
KN	08/27/2024	Review and revise declaration per Def comments; prepare final exhibits to declaration; revise declaration for final; memo to staff regarding issues to address	2.00	\$950.00	\$1,900.00
JH	08/27/2024	Discuss FAC with team; advise KN	0.40	\$750.00	\$300.00
KN	08/27/2024	Review and revise motion for preliminary approval; finalize motion; finalize proposed order; file and serve motion; serve LWDA	3.00	\$950.00	\$2,850.00
NB	08/27/2024	Final Prelim Motion, analyze re approval issues.	3.00	\$995.00	\$2,985.00
KN	08/28/2024	Review filed motion papers; email Def regarding new hearing date; memo to staff	0.50	\$950.00	\$475.00
SP	10/02/2024	Reviewed calendar, docket and correspondence for upcoming deadline/appearance and advised team.	0.20	\$675.00	\$135.00
TM	10/09/2024	Reviewed Defendant's proposed joint CMC Statement; advised team.	0.50	\$450.00	\$225.00
SP	10/09/2024	Reveiwed calendar, correspondence, case notes, docket, pleadings and documents and joint status report. Discussed with team. Revised, finalized and arranged for filing of Joint Status Report.	1.40	\$675.00	\$945.00
SP	11/06/2024	Reveiwed calendar, docket and case file. Prepared for deadline/hearing and discussed with Team.	0.20	\$675.00	\$135.00
JH	11/14/2024	Review file and docket; draft Joint Report; circulate to defense counsel for review	0.50	\$750.00	\$375.00
JH	11/15/2024	Finalize joint report; prepare for filing and advise team	0.30	\$750.00	\$225.00
HD	11/15/2024	Execute and finalize Proof of Service. Process and submit Joint Status Conference Statement to Court for filing via One Legal and serve via email.	0.50	\$250.00	\$125.00

SP	01/06/2025	Reveiwed and analyzed case docket, orders and pleadings. Drafted Joint CMC Statemetns in the Class and PAGA matters. Sent drafts to OPC.	1.90	\$675.00	\$1,282.50
SP	01/07/2025	Reveiwed an analyzed correspondence and revisions to joint statement from opposing counsel. Finalized and communicated approval to OPC for filing.	0.70	\$675.00	\$472.50
SP	01/08/2025	Reveiwed and analyzed dkt. 48 Joint Status Report. Arranged for download, saving and circulation to team.	0.40	\$675.00	\$270.00
JH	01/10/2025	Draft/revise joint report; circulate to defense counsel for review	0.50	\$750.00	\$375.00
SP	01/10/2025	Reviewed correspondence and discussed flings with JSH for impending filing deadline.	0.30	\$675.00	\$202.50
SP	01/27/2025	Reveiwed and analyzed calendar, correspondence, orders and dockets. Reviewed and responded to Client for update.	0.50	\$675.00	\$337.50
TM	02/15/2025	Reviewed Court's notice of case reassignment.	0.20	\$450.00	\$90.00
JH	02/28/2025	Review tentative ruling on MPA; call with OPC re same	0.50	\$750.00	\$375.00
KN	02/28/2025	Review status and docket; review tentative ruling; analysis of issue; emails with Def; conf call with Def; memo to file	0.50	\$950.00	\$475.00
JH	03/07/2025	Corresp w defense counsel re FAC; discuss with KN and review tentative ruling; advise TM	0.50	\$750.00	\$375.00
TM	03/07/2025	Finalized FAC; advised team re filing.	0.40	\$450.00	\$180.00
YS	03/07/2025	Finalize FAC for service. Prepare POS. File via Onelegal. Email to OPC re FAC.	0.50	\$250.00	\$125.00
KN	03/07/2025	Talk with Def; memo to staff; research issue; serve LWDA; file POS	1.00	\$950.00	\$950.00
JH	03/11/2025	Review revisions to Agreement exhibits per court order	0.30	\$750.00	\$225.00
KN	03/11/2025	Analysis of issues from order; review and revise Agreement; revise exhibits; prepare redlines; double-check revisions with prior case; email Defendant	3.75	\$950.00	\$3,562.50
HD	03/11/2025	Email correspondence to and from attorney Puche regarding court's rejection notice of the First Amended Complaint and Representative Action.	0.20	\$250.00	\$50.00
KN	03/18/2025	Draft stipulation; revise exhibits; work on necessary amendments and modifications; email	2.75	\$950.00	\$2,612.50

Defendant					
HD	03/18/2025	Research and check the status of the (Proposed) First Amended Complaint pending with Court. Email correspondence to handling attorneys regarding the status.	0.20	\$250.00	\$50.00
KN	03/21/2025	draft supplemental declaration; email Def	3.00	\$950.00	\$2,850.00
HD	03/24/2025	Review ROA and One Legal and obtain the current status of the First Amended Complaint. Email correspondence to Team of handling Attorneys.	0.20	\$250.00	\$50.00
KN	03/26/2025	Review and revise Stipulation for final; email Defendant	0.50	\$950.00	\$475.00
KN	03/26/2025	Review supple declaration per Defendant's comments; prepare redline exhibits for declaration; prepare final exhibits for Stipulation	1.50	\$950.00	\$1,425.00
JH	03/27/2025	Review/multiple corresp w defense counsel and revisions to stip; discuss with KN	0.50	\$750.00	\$375.00
KN	03/27/2025	Prepare updated redlines and redline exhibits per Defendant's additional revisions; prepare final exhibits; prepare signed Stipulation with final exhibits; finalize supplemental declaration and prepare exhibits for declaration; file and serve Declaration; finalize proposed order; file and serve proposed order; serve LWDA.	3.50	\$950.00	\$3,325.00
JH	04/07/2025	Review file and draft joint report prepared by defense counsel	0.40	\$750.00	\$300.00
HD	04/07/2025	Review ROA and status of the matter. Including recent orders. Draft shell for Joint Status Report. Forward to attorney Herman for completion and finalization.	0.30	\$250.00	\$75.00
JH	04/10/2025	Review tentative ruling on MPA; circulate	0.30	\$750.00	\$225.00
KN	04/10/2025	Review emails; review tentative ruling; memo to file; contact clerk; memo to Admin with documents and instructions.	0.50	\$950.00	\$475.00
JH	04/16/2025	Review tentative on MPA; review minute order	0.20	\$750.00	\$150.00
KN	04/17/2025	Download signed order; email Admin; Review Admin email and revised timeline; respond	0.25	\$950.00	\$237.50
KN	05/19/2025	Research issue; respond to NBB questions	0.30	\$950.00	\$285.00
JH	06/18/2025	Review preliminary calculations	0.20	\$750.00	\$150.00
KN	06/20/2025	Review Admin email; review spreadsheet; respond	0.30	\$950.00	\$285.00

JH	07/07/2025	Review file; draft/revise joint report; circulate to defense counsel for review	0.40	\$750.00	\$300.00
HD	07/07/2025	Prepare shell for Joint Status Report. Forward to attorney Herman.	0.30	\$250.00	\$75.00
HD	07/07/2025	File and serve Joint Status Report via ECF.	0.30	\$250.00	\$75.00
TM	07/14/2025	Reviewed TPA's status report.	0.20	\$450.00	\$90.00
JH	08/12/2025	Review/analyze MPA Order and settlement agreement/stip to modify agreement; discuss with KN; analyze mediation memo and discuss with AJB for Kullar analysis; analyze attorney costs and time for loadstar analysis and discuss with co-counsel re same; review procedural posture; review weekly admin reports for status of current opt outs; draft MFA/Fee Motion notice of motion and memorandum; circulate to KN for review and advise	3.30	\$750.00	\$2,475.00
KN	08/19/2025	Review and revise motion for final approval; review documents including Agreement and stipulation; update and revise proposed order; review cost billing; memo to staff; email to Defendant.	2.75	\$950.00	\$2,612.50
JH	08/20/2025	Review KN revision to MFA/Fee Motion and discuss with KN re same; review update settlement admin reports for opt outs; analyze attorney time for loadstar analysis; draft declaration in support of MFA/Fee Motion; circulate to KN for review	2.80	\$750.00	\$2,100.00
HD	08/25/2025	Prepared, edit and finalize Table of Contents and Table of Authorities for Motion for Final Approval of Class Settlement.	1.00	\$250.00	\$250.00
JH	08/28/2025	Review/analyze Defendant's proposed revisions to MFA/Fee Motion	0.40	\$750.00	\$300.00
KN	08/29/2025	Review and revise declaration	1.00	\$950.00	\$950.00
KN	08/29/2025	Review and revise motion for final approval; update approval outline; update proposed order; emails with staff; finalize motion; file and serve motion; serve LWDA.	2.75	\$950.00	\$2,612.50

Quantity Subtotal 469.3

Services Subtotal \$354,783.75

Expenses

Type	Date	Notes	Quantity	Rate	Total
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Expense	01/10/2023	PAGA Filing Fee	1.00	\$75.00	\$75.00
Expense	02/02/2023	Onelegal/court fees	1.00	\$1,492.98	\$1,492.98
Expense	03/07/2023	Onelegal/Court Fees	1.00	\$15.65	\$15.65
Expense	03/07/2023	Onelegal/Court Fees	1.00	\$41.44	\$41.44
Expense	03/22/2023	Onelegal/Filing Fee	1.00	\$1,492.98	\$1,492.98
Expense	03/24/2023	Onelegal/Court Filing Fee	1.00	\$15.65	\$15.65
Expense	03/27/2023	Onelegal/Court Filing Fee	1.00	\$41.44	\$41.44
Expense	03/31/2023	KNOX Messenger and Filing Service.	1.00	\$115.85	\$115.85
Expense	03/31/2023	KNOX Messenger and Filing Service.	1.00	\$114.95	\$114.95
Expense	05/25/2023	One Legal Filing Fee	1.00	\$15.65	\$15.65
Expense	05/27/2023	One Legal Filing Fee	1.00	\$49.16	\$49.16
Expense	05/31/2023	Knox	1.00	\$123.35	\$123.35
Expense	05/31/2023	Knox	1.00	\$116.75	\$116.75
Expense	05/31/2023	Knox	1.00	\$124.95	\$124.95
Expense	05/31/2023	Knox	1.00	\$128.35	\$128.35
Expense	05/31/2023	Knox	1.00	\$130.25	\$130.25
Expense	07/19/2023	Knox	1.00	\$130.15	\$130.15
Expense	07/21/2023	One Legal Filing Fee: One Legal Filing Fee	1.00	\$13.33	\$13.33
Expense	08/01/2023	Expert Fees - Berger Consulting Group	1.00	\$3,430.00	\$3,430.00
Expense	03/20/2024	Ortman Mediation Fees.	1.00	\$13,000.00	\$13,000.00
Expense	04/11/2024	Berger Consulting Group	1.00	\$12,760.00	\$12,760.00
Expense	06/26/2024	Berger Consulting Fees.	1.00	\$640.00	\$640.00
Expense	08/28/2024	Filing fee - motion; one legal charge	1.00	\$79.48	\$79.48
Expense	11/15/2024	One Legal Invoice No.06559487	1.00	\$17.76	\$17.76
Expense	03/07/2025	charge to download court order	1.00	\$7.50	\$7.50
Expense	03/07/2025	one legal filing charge	1.00	\$19.82	\$19.82
Expense	03/10/2025	One Legal/Court Fees	1.00	\$19.82	\$19.82
Expense	03/11/2025	One Legal/Court Fees	1.00	\$19.82	\$19.82
Expense	03/11/2025	One Legal/Court Fees	1.00	\$19.82	\$19.82
Expense	03/27/2025	One legal filing charge - suppl decl	1.00	\$19.82	\$19.82

Expense	03/27/2025	One legal filing charge - prop order	1.00	\$19.82	\$19.82
Expense	04/16/2025	One legal filing charge	1.00	\$19.82	\$19.82
Expense	08/29/2025	Filing fee - motion for final approval	1.00	\$60.00	\$60.00
Expenses Subtotal					\$34,371.36

Time Keeper	Quantity	Rate	Total
AJ Bhowmik	40.0	\$895.00	\$35,800.00
Norm Blumenthal	8.25	\$995.00	\$8,208.75
Scott Blumenthal	21.2	\$450.00	\$9,540.00
Nicholas De Blouw	33.2	\$850.00	\$28,220.00
Ricardo Ehmann	14.3	\$675.00	\$9,652.50
Jeffrey Herman	51.2	\$750.00	\$38,400.00
Charlotte James	23.0	\$550.00	\$12,650.00
Trevor Moran	4.4	\$450.00	\$1,980.00
Piya Mukherjee	101.75	\$750.00	\$76,312.50
Kyle Nordrehaug	51.0	\$950.00	\$48,450.00
Sergio Puche	16.4	\$675.00	\$11,070.00
Victoria Rivapalacio	96.7	\$750.00	\$72,525.00
Heather Drosi	3.5	\$250.00	\$875.00
Gerardo Galaviz	3.9	\$250.00	\$975.00
Yesenia Silva	0.5	\$250.00	\$125.00
Quantity Total			469.3

Subtotal \$389,155.11

Total \$389,155.11

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
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1	09/28/2025	\$389,155.11	\$0.00	\$389,155.11
				Outstanding Balance
				\$389,155.11
				Total Amount Outstanding
				\$389,155.11

Please make all amounts payable to: Blumenthal Nordrehaug Bhowmik DeBlouw LLP

Please pay within 30 days.

LAFFEY MATRIX

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			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/24- 5/31/25	1.080182	\$258	\$473	\$581	\$839	\$948	\$1141
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444

6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* $i_{\frac{1}{2}}$ Years Out of Law School $i_{\frac{1}{2}}$ is calculated from June 1 of each year, when most law students graduate. $i_{\frac{1}{2}}1-3$ " includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). $i_{\frac{1}{2}}4-7$ " applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier $i_{\frac{1}{2}}1-3$ " from June 1, 1996 until May 31, 1999, would move into tier $i_{\frac{1}{2}}4-7$ " on June 1, 1999, and tier $i_{\frac{1}{2}}8-10$ " on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ORANGE

NICOLE FRITCH, on behalf of the State of
California, as a private attorney general,

Plaintiff,

v.

THE COCA-COLA COMPANY, a
Corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No. 30-2023-01313737-CU-OE-CXC

**DECLARATION OF NICOLE FRITCH IN
SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
SETTLEMENT**

Hearing Date: September 20, 2024

Hearing Time: 1:30 p.m.

Judge: Hon. Lon Hurwitz

Dept.: CX103

Action Filed: March 21, 2023

1 I, Nicole Fritch, declare as follows:

2 1. I am over the age of eighteen, a Plaintiff and a proposed Class Representative in the above-
3 entitled matter. I submit this declaration in support of the Motion for Preliminary Approval of Class
4 Settlement and in support of my application for a class representative service payment.

5 2. I have personal knowledge of all the facts stated herein. I could and would competently
6 testify under oath to these facts in court if requested to do so.

7 3. I worked for the defendant The Coca-Cola Company ("Coca-Cola") in California from
8 December of 2019 to February of 2022, and during that time period I was classified by Coca-Cola
9 as a non-exempt employee.

10 4. I retained my attorneys who are experienced in both class action and PAGA representative
11 action litigation and claims against employers for violations of the California Labor Code. I have
12 no personal relationship or family ties to my attorneys or any officer of the Court. I am not aware
13 of having any actual or potential conflicts of interest with another class member in this case nor am
14 I aware of having any actual or potential conflicts of interest with ILYM Group, Inc., the settlement
15 administrator. I am not aware of any other pending matter or action asserting claims that will be
16 extinguished or adversely affected by this settlement.

17 5. I decided to file this class action lawsuit and be a plaintiff/class representative because I felt
18 that my legal rights as an employee and others like me were violated. For example, I was forced to
19 work off the clock as I was often required to clock out and continue to work during what should
20 have been my off-duty meal period. I was also subjected to work demands at all hours of the day
21 and night. I also did not always receive compliant meal breaks which were sometimes late, short or
22 missed entirely – and when these violations occurred, I did not receive all the break penalty
23 payments I was entitled to. Additionally, I earned several types of non-discretionary bonuses in pay
24 periods where I worked overtime, but the bonus payments were not factored into my regular rate
25 for purposes of calculating my overtime rate. Further, I was not reimbursed for the use of my
26 personal cell phone which was an essential tool necessary to perform my job duties.

27 6. I spoke to my attorneys several times and discussed how Coca-Cola implemented its
28 company policies and procedures. I also assisted my attorneys in their investigation into my claims

1 by providing them documents and answering their questions. I reviewed the complaint before it
2 was filed and was given access to an electronic file sharing program that alerted me via email when
3 important documents were filed so that I could review them and keep up with the developments in
4 the case which I understood was one of my duties as a class representative. I could also access court
5 filings from this case on my attorney's law firm website. Also, I was informed that Coca-Cola had
6 the right to take my deposition, and that the preparation and deposition itself could take multiple
7 days. Although my deposition was not taken, I feel I would have been adequately prepared and
8 comfortable to give testimony on my experiences.

9 7. Even though this action is in the process of settling, I was and remain prepared to perform
10 all the duties of a class representative. I understand that as a class representative I have assumed a
11 fiduciary responsibility to prosecute this class action on behalf of the absent class members. I have
12 understood that as a fiduciary, I have a duty to prosecute this action for the benefit of the class
13 members and surrender any right to compromise the group action for an individual gain.

14 8. I understood that being a plaintiff/class representative in this case meant that I was seeking
15 damages not only for myself but also other current and/or former non-exempt employees working
16 for Coca-Cola in California who make up the class. I felt that these individuals were not aware of
17 their labor law rights and even if they were they would probably be apprehensive about speaking
18 up or even simply because of the time, effort and risk involved in filing a class action lawsuit.

19 9. I understood that being a part of this lawsuit involved risks. For example, my attorneys
20 explained to me that if the case went to trial and we lost, I could be held responsible to pay for all
21 or part of the attorney fees and costs paid by Coca-Cola to defend this lawsuit. Also, I knew there
22 was a risk that future employers, if they ever find out about this lawsuit, could hold it against me or
23 downgrade me as a potential hire. As the only named Plaintiff in this case it would not be difficult
24 for a future employer to become aware that I sued a former employer for labor law violations.
25 Ultimately, I decided these risks were worth it and decided to fight for my rights and the rights of
26 others regardless of the risks, time and effort I spent on this case.

27 10. During the lawsuit I stayed in touch with my attorneys by phone and email. I also kept up
28 to date on important developments by reviewing court filings that were made available to me

1 electronically as I described above.

2 11. A mediation took place on April 3, 2024, with Tripper Ortman, a well-respected and
3 experienced mediator of wage and hour class actions. After the mediation the parties were able to
4 come to an agreement to settle the action. I communicated with my attorneys regarding the terms
5 of the settlement which was reached between the parties and understood that I was representing
6 absent class members and therefore wanted the best possible result to be obtained for the class
7 members and I believe a very positive result was in fact achieved via settlement. I reviewed and
8 signed the Memorandum of Understanding on April 4, 2024. I also reviewed the final settlement
9 agreement closely before signing it on July 8, 2024.

10 12. I have been actively involved with this lawsuit performing the duties described above.
11 Although I did not keep time records, I was in regular contact with my attorneys, reviewed court
12 filings and spent a significant amount of time on the issues presented during the lawsuit and in the
13 settlement process. I estimate that I spent approximately 30-40 hours working on this case up until
14 this point. I believe I have been diligent and have done what is expected of a named plaintiff and a
15 proposed class representative to date, and will continue to do so. I have and always will maintain
16 the best interests of the class members.

17 13. My attorneys explained to me that the settlement process involves a two-step review by the
18 Court to determine whether the settlement is fair before approving the settlement. I know this
19 process also involves notifying all class members of the settlement terms and of their rights to make
20 a claim for their settlement share, to opt out of the settlement or to object to the settlement.

21 14. I believe I did the right thing by filing this case on behalf of the class members who, subject
22 to court approval, are in line to receive monetary payments as a result of this case and settlement.
23 This is money they may never have ever gotten if I did not pursue this action on their behalf. I feel
24 significant personal satisfaction to know that I played a role in the class members being entitled to
25 monetary payments as a result of the filing of this lawsuit. I also believe that the requested class
26 representative service award of \$10,000 from the settlement is fair compensation for the work I
27 performed and the risks I undertook.

15. In light of all the time and effort I have spent on this case, the risk I undertook by suing a former employer, the exposure to being responsible for paying Coca-Cola costs in the event we did not win the case, the reputational risk that future employers may hold this lawsuit against me, and in light of the size of the settlement, I believe the request for \$10,000 as a class representative service payment is fair and reasonable.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on Aug 16, 2024, at Fullerton, CA.
(city, state)


Nicole Fritch (Aug 16, 2024 15:21 PDT)

Nicole Fritch