

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. 20STCV07230 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

Pleading Amendment

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.

Mediation and Settlement

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.

4. 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.

5. 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.

6. 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.

8. 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 ("QSF") 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.

9. 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.

14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

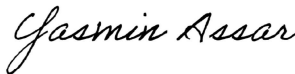
Dated: Jul 8, 2024



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

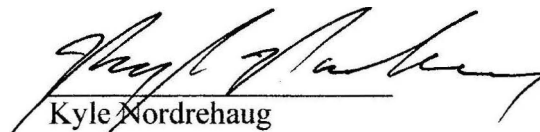
Plaintiff Nicole Fritch

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
28

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.**

11
12 Dated: _____

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

[FINAL APPROVAL ORDER AND JUDGMENT]

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

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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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