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

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

15 Plaintiffs,

16 vs.

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

20 Defendants.

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

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

Hearing Date: September 20, 2024

Hearing Time: 1:30 p.m.

Judge: Hon. Lon Hurwitz

Dept.: CX103

Action Filed: March 21, 2023

Trial Date: Not Set

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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 September 20, 2024, for the motion by
26 Nicole Fritch ("Plaintiff") for preliminary approval of the class settlement with Defendant The
27 Coca-Cola Company ("Defendant"). The Court, having considered the briefs, argument of
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PRELIMINARY APPROVAL ORDER

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

IT IS HEREBY ORDERED:

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

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

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

3. The Gross Settlement Amount is One Million Five Hundred Thousand Dollars (\$1,500,000). It appears to the Court on a preliminary basis that the Settlement is fair, adequate and reasonable to the Class. It further appears that investigation and research have been conducted such that counsel for the Parties are able to reasonably evaluate their respective positions. It further appears to the Court that settlement at this time will avoid substantial additional costs by all Parties, as well as avoid the delay and risks that would be presented by the further prosecution of the Action. It further appears that the Settlement has been reached as the result of serious and non-collusive, arms-length negotiations after mediation with a respectable mediator, Tripper Ortman. The Court therefore preliminarily finds that the Settlement is fair, adequate, and reasonable when balanced against the probable outcome of further litigation and the significant risks relating to certification, liability, and damages issues. The Settlement falls within the range of reasonableness and appears to be presumptively valid, subject only to any objections that may 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 March 14,
8 2025 at 1:30 p.m. in Department CX103 of the Orange County Superior Court. Other matters for
9 determination at the Final Approval Hearing shall include whether the Final Approval Order and
10 Judgment should be entered herein; and whether the plan of allocation contained in the Agreement
11 should be approved as fair, adequate and reasonable to the Class Members. The motion for final
12 approval and for attorneys' fees, costs and service awards shall be heard at the Final Approval
13 Hearing and the papers are to be filed with the Court and served on all counsel no later than
14 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 for settlement purposes only: "all individuals currently or formerly employed by Defendant in
18 California and classified as an hourly, non-exempt employee at any time during the Class Period,
19 excluding any *Flores* Settlement Members who worked from February 1, 2019 to February 23,
20 2022, and whose employment terminated on or before February 23, 2022 and who has not been
21 since rehired by Defendant The Coca-Cola Company." The Class Period is February 1, 2019 to
22 August 3, 2024. "*Flores* Settlement Members" means all non-exempt employees who performed
23 work for the Defendant at the Fontana, California and Ontario, California facilities during the
24 period from July 31, 2018 to and including February 23, 2022. There are approximately 927
25 individuals in the Class.

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

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

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

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

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

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

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

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

10 **IT IS SO ORDERED.**

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12 Dated: _____

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14 HON. LON HURWITZ
15 JUDGE, SUPERIOR COURT OF CALIFORNIA
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