

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

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

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

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

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

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	<p>To receive a cash payment from the Settlement, you do not have to do anything.</p> <p>Your estimated Individual Class Payment is: \$<<MERGED_ClassAward>>. See the explanation in Section 5 below.</p> <p>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.</p>
Exclude Yourself The Response Deadline is August 29, 2025.	<p>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.</p> <p>Instructions are set forth in Section 7 below.</p>
Object The Response Deadline is August 29, 2025.	<p>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 September 25, 2025, at 2:00 p.m., at the Orange County Superior Court, located at 751 West Santa Ana Blvd., Santa Ana, CA 92701, before Judge Layne Melzer in Department CX102.</p> <p>Directions regarding Objections are provided in Section 8 below.</p>

1. Why did I receive this Class Notice?

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

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

The Court held a hearing on April 15, 2025. After the hearing, the Court granted Preliminary Approval of the Settlement. The Court conditionally certified the Class for settlement purposes only and directed that you receive this Class Notice to provide a summary of the Settlement so that you may better understand your rights and options under the Settlement. Capitalized terms in this Class Notice

are defined herein and/or in the Parties' Class Action and PAGA Settlement Agreement as modified by the Stipulation to Modify the Class Action and PAGA Settlement Agreement (collectively the "Agreement").

A proposed class action settlement (the "Settlement") of the above-captioned action pending in the Superior Court of the State of California, in and for the County of Orange (the "Court") has been reached between Plaintiff and Defendant and has been granted preliminary approval by the Court.

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

The Class is defined as:

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

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

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

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

2. What is this class action lawsuit about?

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

On February 28, 2025, the Court issued an Order granting leave to file the First Amended Class and Representative Action Complaint in the Action that adds the claims, allegations, and parties originally in the class action. The First Amended Class and Representative Action Complaint was filed on March 7, 2025 and is the operative complaint in the Action (the "Operative Complaint").

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

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

The Court granted preliminary approval of the Settlement on April 15, 2025. 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 \$898,000.00. The Administrator will pay an Individual Class Payment from the Net Settlement Amount to each Participating Class Member. The Individual Class Payment for each Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member’s Workweeks. The Workweek calculation will exclude, for any *Flores* Settlement Members, those workweeks worked from February 1, 2019 and February 23, 2022. “Workweek” means any week during the Class Period in which a Class Member worked for Defendant as a Class Member for at least one day. The number of Workweeks will be based on Defendant’s records, however, Class Members may challenge the number of Workweeks as explained below.

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

4. What Do I Release Under the Settlement?

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

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

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

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

5. How much will my payment be?

Defendant’s records reflect that you have <<MERGED_ClassWW>> 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 \$<<MERGED_ClassAward>>.

[if applicable - In addition, your Individual PAGA Payment is \$<<MERGED_PAGAAward>>.

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 August 29, 2025. You may also fax the dispute to (888) 845-6185 or email the dispute to info@ilymgroup.com 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: ILYM Group, Inc; (888) 250-6810.

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 August 29, 2025. You may alternatively fax your request to opt out to (888) 845-6185 or email the dispute to info@ilymgroup.com 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 ILYM Group, Inc. P.O. Box 2031, Tustin, CA 92781. Absent good cause found by the Court, written requests for exclusion that are faxed, emailed, or postmarked after August 29, 2025, 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 P.O. Box 2031, Tustin, CA 92781 with copies to the Parties' counsel, no later than the Response Deadline of August 29, 2025. You may alternatively fax the objection to (888) 845-6185 or email the objection to info@ilymgroup.com 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
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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 2:00 p.m. on September 25, 2025, in Department CX102 of the Superior Court of California, County of Orange, 751 West Santa Ana Blvd., Santa Ana, CA 92701, before Judge Layne Melzer. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval of the Settlement. If there are objections, the Court will consider them. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

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

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

Administrator:

ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781
Telephone: (888) 250-6810
Fax: (888) 845-6185
Email: info@ilymgroup.com

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 <https://ilymgroup.com/TheCocaColaCompany> 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.