

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

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

Plaintiffs,

vs.

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

Defendants.

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

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

Hearing Date: April 10, 2025
Hearing Time: 2:00 p.m.

Judge: Hon. Layne Melzer
Dept.: CX102

Action Filed: March 21, 2023
Trial Date: Not Set

This matter, having come before the Honorable Layne Melzer of the Superior Court of the State of California, in and for the County Orange, on April 10, 2025, for the motion by Nicole Fritch ("Plaintiff") for preliminary approval of the class and PAGA settlement with Defendant The Coca-Cola Company ("Defendant"). The Court, having considered the briefs, argument of counsel and all matters presented to the Court and good cause appearing, hereby GRANTS Plaintiff's Motion for Preliminary Approval of Class Action Settlement.

PRELIMINARY APPROVAL ORDER

1 **IT IS HEREBY ORDERED:**

2 1. The Court grants preliminary approval of the Settlement based upon the terms set
3 forth in the Class Action and PAGA Settlement Agreement attached as Exhibit #1 to the
4 Declaration of Kyle Nordrehaug in Support of Plaintiff’s Motion for Preliminary Approval of
5 Class Action Settlement [ROA #100], as modified by the Stipulation to Modify the Class Action
6 and PAGA Settlement Agreement attached as Exhibit #1 to the Supplemental Declaration of Kyle
7 Nordrehaug filed on March 27, 2025 [ROA #145] (collectively the “Agreement”). This is based
8 on the Court’s determination that the Settlement set forth in the Agreement is within the range of
9 possible final approval, pursuant to the provisions of Section 382 of the California Code of Civil
10 Procedure and California Rules of Court, rule 3.769. This Order incorporates by reference the
11 definitions in the Agreement, and all terms defined therein shall have the same meaning in this
12 Order as set forth in the Agreement. Capitalized terms herein shall have the definitions set forth in
13 the Agreement.

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

16 3. The Gross Settlement Amount is One Million Five Hundred Thousand Dollars
17 (\$1,500,000) and provides for the following disbursements subject to Court approval: (1) Class
18 Counsel Fees Payment not to exceed one-third of the Gross Settlement Amount which would
19 presently be \$500,000; (2) Class Counsel Litigation Expenses Payment not to exceed \$50,000; (3)
20 Administration Expenses Payment not to exceed \$12,000; (4) the Class Representative Service
21 Payment to the Plaintiff in an amount not to exceed \$10,000; and (5) the PAGA Penalties payment
22 of \$30,000 to be allocated 75% to the California Labor and Workforce Development Agency
23 (“LWDA”) and 25% to the PAGA Employees. The amount remaining in the Gross Settlement
24 Amount after the deduction of Court-approved amounts for the PAGA Penalties, the Class
25 Representative Service Payment, the Class Counsel Fees Payment, the Class Counsel Litigation
26 Expenses Payment, and the Administration Expenses Payment is the “Net Settlement Amount”
27 which shall be allocated to Class Members as their Individual Class Payments.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3 **IT IS SO ORDERED.**

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5 Dated: April 15, 2025



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7 HON. LAYNE MELZER
JUDGE, SUPERIOR COURT OF CALIFORNIA