

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

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
AND PAGA SETTLEMENT AND FINAL
JUDGMENT**

Hearing Date: July 30, 2026
Hearing Time: 2:00 p.m.
Judge: Hon. Layne Melzer
Dept.: CX102

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

The motion of Plaintiff Nicole Fritch (“Plaintiff”) for an order finally approving the Class Action and PAGA Settlement Agreement (“Agreement”) with Defendant The Coca-Cola Company (“Defendant”), attorneys’ fees and costs, service payments, and the expenses of the Administrator duly came on for hearing on July 30, 2026 before the Honorable Layne Melzer.

I.

**[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION AND PAGA
SETTLEMENT AND FINAL JUDGMENT**

1 **FINDINGS**

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

4 1. All terms used herein shall have the same meaning as defined in the Agreement,
5 attached as Exhibit 1 to the Declaration of Nordrehaug [ROA #100], as amended by the
6 Stipulation to Modify Class Action and PAGA Settlement Agreement, attached as Exhibit 1 to the
7 Supplemental Declaration of Nordrehaug [ROA #145].

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

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

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

21 **Preliminary Approval of the Settlement**

22 5. On April 15, 2025, the Court granted preliminary approval of the Settlement and
23 approved conditional certification of the Class for settlement purposes only.

24 **Notice to the Class**

25 6. In compliance with the Preliminary Approval Order, the Class Notice was mailed
26 by first class mail to members of the Class at their last known addresses on or about June 30,
27 2025. Mailing of the Class Notice to their last known addresses was the best notice practicable

under the circumstances and was reasonably calculated to communicate actual notice of the litigation and the proposed settlement to the Class. The Class Notice given to the Class Members fully and accurately informed the Class Members of all material elements of the proposed Settlement and of their opportunity to object to or comment thereon or to seek exclusion from the Settlement; was valid, due, and sufficient notice to all Class Members; and complied fully with the laws of the State of California, the United States Constitution, due process and other applicable law. The Class Notice fairly and adequately described the Settlement and provided Class Members adequate instructions and a variety of means to obtain additional information.

7. The deadline for opting out of the Class or submitting written objections to the Settlement was August 29, 2025. There was an adequate interval between notice and the deadline to permit Class Members to choose what to do and act on their decision. A full opportunity has been afforded to the Class Members to participate in the final approval hearing on September 25, 2025, and July 30, 2026, and all Class Members and other persons wishing to be heard have been heard. Class Members also have had a full and fair opportunity to exclude themselves from the proposed Settlement and Class. Accordingly, the Court determines that all Class Members who did not timely and properly submit a request for exclusion are bound by the Settlement and this Final Approval Order and Judgment.

Fairness Of Settlement

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

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

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

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

d. The percentage of objectors and requests for exclusion is small. No objections were received. Three (3) timely requests for exclusion were received.

e. The participation rate was high. 928 Class Members will be mailed a settlement payment, representing 99.67% of the overall Class.

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

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

Attorneys' Fees and Costs

11. An award of \$450,000 for attorneys' fees, representing 30% of the Gross Settlement Amount, and \$34,371.36 for litigation costs and expenses, is reasonable, in light of the contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results achieved by Class Counsel. The requested award has been supported by Class Counsel's lodestar and litigation expense billing statement.

Class Representative Service Payment

12. The Agreement provides for Class Representative Service Payment of not more than \$10,000 to the Plaintiff, subject to the Court's approval. The Court finds that Class Representative Service Payment in the reduced amount of \$5,000 to the Plaintiff is reasonable in light of the risks and burdens undertaken by the Plaintiff in this litigation and for her time and effort in bringing and prosecuting this matter on behalf of the Class. In making this award, the

1 Court has considered only the factors set forth in *Golba v. Dick's Sporting Goods, Inc.* (2015) 238
2 Cal.App.4th 1251 and *Clark v. Am. Residential Servs. LLC* (2009) 175 Cal.App.4th 785.

3 **Administration Expenses Payment**

4 13. The Administrator shall calculate and administer the payments to be made to the
5 Participating Class Members and PAGA Employees, transmit payment for attorneys' fees and
6 costs to Class Counsel, transmit the Class Representative Service Payment to the Plaintiff,
7 distribute the PAGA Penalties, issue any required tax reporting forms, calculate withholdings and
8 perform the other remaining duties set forth in the Agreement. The Administrator has documented
9 \$10,950 in fees and expenses, and this amount is reasonable in light of the work performed by the
10 Administrator.

11 **PAGA Penalties**

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

1 alleged in the *Flores* action based on the facts alleged, including claims for (a) minimum wage; (b)
2 overtime; (c) failure to provide accurate itemized statements; (d) failure to provide wages when
3 due; (e) failure to timely pay wages; (f) failure to provide meal periods; (g) failure to provide rest
4 breaks; (h) violation of Business & Professions Code 17200 et seq.; and (i) violation of the PAGA
5 for the PAGA period of February 25, 2019 to February 23, 2022. The LWDA was notified of the
6 settlement and served with a copy of the Agreement, and the LWDA has not objected to the
7 Settlement. The Court finds this PAGA Penalties amount to be reasonable.

8 II.

9 ORDERS

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

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

13 All individuals currently or formerly employed by Defendant in California and
14 classified as an hourly, non-exempt employee at any time during the Class Period,
15 excluding any *Flores* Settlement Members who worked from February 1, 2019 to
16 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.

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, who released all claim alleged in the *Flores* action, or
20 any claims that could have been alleged in the *Flores* action based on the facts alleged,
21 including claims for (a) minimum wage; (b) overtime; (c) failure to provide accurate
22 itemized statements; (d) failure to provide wages when due; (e) failure to timely pay
23 wages; (f) failure to provide meal periods; (g) failure to provide rest breaks; (h) violation
24 of Business & Professions Code 17200 et seq.; and (i) violation of the PAGA for the
25 PAGA period of February 25, 2019 to February 23, 2022.
26
27

16. All persons who meet the foregoing definition are members of the Class, except for those three (3) individuals who filed a valid request for exclusion (“opt out”) from the Class: Marlene N. Jones, Osvaldo Gomez and Terri Lee Ivers.

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

18. Class Counsel are awarded attorneys' fees in the amount of \$450,000 and costs in the amount of \$34,371.36. Class Counsel shall not seek or obtain any other compensation or reimbursement from Defendant, Plaintiff or members of the Class.

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

20. The payment of \$10,950 to the Administrator for their fees and expenses is approved.

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

22. The Agreement and this Settlement are not an admission by Defendant, nor is this Final Approval Order and Judgment a finding of the validity of any claims in the Action, any wrongdoing by Defendant, or that this Action is appropriate for class treatment (other than for settlement purposes). Neither this Final Approval Order and Judgment, the Agreement, nor any document referred to herein, nor any action taken to carry out the Agreement is, may be construed as, or may be used as an admission by or against Defendant of any fault, negligence, wrongdoing, or liability whatsoever. The entering into or carrying out of the Agreement, and any negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, any liability, culpability, negligence, or wrongdoing on the part of Defendant, or an admission or concession with regard to the denials or defenses by Defendant. Notwithstanding these restrictions, Defendant may file in the Action or in any other proceeding this Final Approval Order and Judgment, the Agreement, or any other papers and records on file in the Action as evidence of

**[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION AND PAGA
SETTLEMENT AND FINAL JUDGMENT**

1 the Settlement to support a defense of res judicata, collateral estoppel, release, or other theory of
2 claim or issue preclusion or similar defense as to the claims being released by the Settlement.

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

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

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

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

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

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

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

29. 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.

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

(a) “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, 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

1 Plaintiff's individual claims that are subject to a separate release, claims for vested benefits,
2 wrongful termination, violation of the Fair Employment and Housing Act, unemployment
3 insurance, disability, social security, workers' compensation, or class claims based on facts
4 occurring outside the Class Period, and, for *Flores* Settlement Class Members, the claims that
5 were already resolved and released in the *Flores* settlement for the period between July 31, 2018
6 and February 23, 2022

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

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

1 Settlement Members, the PAGA claims that were already resolved and released in the *Flores*
2 settlement for the period of February 25, 2019 to February 23, 2022. The release of the Released
3 PAGA Claims shall be effective as to all PAGA Employees, regardless of whether an PAGA
4 Employee submitted a request for an exclusion from the Class.

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

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

13 34. The Court sets a final accounting hearing for October 14, 2027 at 2:00 p.m. in
14 Department CX102. Plaintiff shall submit to the Court the administrator's declaration regarding
15 disbursement of funds must be filed no later than 16 court days prior to the final accounting
16 hearing. The final report must include all information necessary for the Court to determine the
17 total amount of the settlement funds actually paid to the Class Members and all others in
18 accordance with the Settlement Agreement, as well as the amount of unclaimed funds, if any,
19 remitted to the State Controller's Unclaimed Property Fund. If the settlement funds are not
20 completely disbursed by the report deadline, counsel must request a continuance. Failure to do so
21 may result in the issuance of an Order to Show Cause re Monetary Sanctions.

22 35. THE PARTIES ARE HEREBY ORDERED TO COMPLY WITH THE TERMS
23 OF THE AGREEMENT. PURSUANT TO CALIFORNIA RULE OF COURT 3.769, THE
24 COURT HEREBY ENTERS FINAL JUDGMENT BASED UPON THE TERMS OF THIS
25 ORDER AND THE AGREEMENT AND, WITHOUT AFFECTING THE FINALITY OF THIS
26 MATTER, RETAINS EXCLUSIVE AND CONTINUING JURISDICTION TO ENFORCE THIS
27 ORDER, THE SETTLEMENT AGREEMENT, AND THE JUDGMENT THEREON.

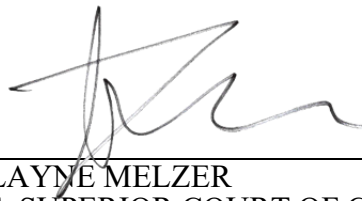
28 [PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION AND PAGA
SETTLEMENT AND FINAL JUDGMENT

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

2

3 Dated: **September 9, 2026**

4



5

HON. LAYNE MELZER
JUDGE, SUPERIOR COURT OF CALIFORNIA

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION AND PAGA
SETTLEMENT AND FINAL JUDGMENT