

**COURT APPROVED SETTLEMENT NOTICE AUTHORIZED BY THE
UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

If Bottling Group, LLC, Grayhawk Leasing, LLC, or New Bern Transport Co (individually and collectively, “Pepsi Beverages Company” or “PBC”) had a background check run on you from June 19, 2015 through December 1, 2016 (for applicants); from June 19, 2015 through September 4, 2017 (employees subject to DOT background checks); and from June 19, 2015 through October 2, 2017 (for all other employees), you could get a payment from a class action settlement.

The United States District Court, Southern District of New York authorized this notice. This is not a solicitation from a lawyer.

- This Notice relates to a proposed settlement in a class action lawsuit which alleges that the PBC violated the Fair Credit Reporting Act (“FCRA”) by procuring or causing to be procured background reports for employment purposes without properly making legally required disclosures in advance. PBC denies that it violated the law in any way, but the parties have agreed to resolve the lawsuit by a proposed settlement.
- Your legal rights are affected whether you act or don’t act. Read this notice carefully.
- A former employee of PBC has sued PBC claiming that PBC violated federal law regarding PBC’s procurement of background checks for employment purposes.
- PBC has denied these claims. The Court has not decided the merits of these claims.
- To avoid litigation expenses, PBC has agreed to class settlement of these claims. This Notice explains your rights under this settlement.
- **The expected average recovery for those class members who had a background check run as described above is at least \$30.73.**
- Your legal rights are affected by this Settlement and you have a choice to make now:

FILE A CLAIM	<p>File a Claim Form, get money and release rights.</p> <p>By September 4, 2018, you must return the Claim Form attached to this Class Notice to receive your portion of the Settlement.</p> <p>Your estimated portion of the settlement, assuming all Class Members make a claim, is \$30.73.</p> <p>If you file a claim, you give up your right to sue PBC for the claims released by this Settlement.</p>
DO NOTHING	<p>If you do nothing and the Court orders final approval of the Settlement, you will not receive any money and you will also give up your rights to file your own lawsuit for claims released by this Settlement.</p>
ASK TO BE EXCLUDED BY SEPTEMBER 4, 2018	<p>Removes you from the Class, you receive no settlement money, and you retain your rights.</p> <p>If you ask to be excluded from the Settlement, you will get no payment, but you will keep your rights to sue PBC separately for the same legal claims in this lawsuit.</p>
OBJECT BY SEPTEMBER 4, 2018	<p>Write to the Settlement Administrator about why you don’t like the Settlement.</p>
GO TO A HEARING ON NOVEMBER 15, 2018	<p>Ask to speak in Court about the fairness of the Settlement.</p>

- These rights and options—**and the deadlines to exercise them**—are explained in this notice.
- Any questions? Read on.

BASIC INFORMATION2

THE CLAIMS IN THE LAWSUIT3

THE SETTLEMENT BENEFITS—WHAT YOU GET3

YOUR RIGHTS AND OPTIONS4

THE LAWYERS REPRESENTING YOU5

OBJECTING TO THE SETTLEMENT5

FINAL APPROVAL OF THE SETTLEMENT6

GETTING MORE INFORMATION6

BASIC INFORMATION

You are receiving this Class Notice because PBC’s records indicate that you are a Class Member. The purpose of this Class Notice is to describe the litigation to you, inform you about the Settlement, and inform you of your rights and options regarding the Settlement.

This lawsuit is about whether PBC violated the Fair Credit Reporting by procuring or causing to be procured background checks on employees and job applicants without providing a “stand alone” disclosure informing them that a background check would be procured.

PBC disputes Plaintiff’s allegations and denies all liability to Plaintiff and the Settlement Class. No court has found PBC to have violated the law in any way. No court has found that Plaintiff could recover any certain amount in this litigation.

Although the Court has authorized Notice to be given of the proposed settlement, this Notice does not express the opinion of the Court on the merits of the claims or defenses asserted by either side in the lawsuit. The Settlement is not yet final.

In a class action, a person called a “Class Representative” (in this case Altareek Grice) sues on behalf of himself and other people who have similar claims. These people together are a “Class” or “Class Members.” The person who has sued—and all the Class Members like them—are called the Plaintiffs. One court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

The Court has decided that this lawsuit can be settled on a class-wide basis because it meets the requirements of federal law governing class actions.

Specifically, the Court has found that:

- There are approximately 23,133 class members whose rights may have been violated.
- There are legal questions and facts that are common to each of them;
- Altareek Grice’s claims are typical of the claims of the rest of the Class;
- Altareek Grice and the lawyers representing the Class will fairly and adequately represent the Class members’ interests;

- The common legal questions and facts are more important than questions that affect only individuals; and
- This class action will be more efficient than having many individual lawsuits.

THE CLAIMS IN THE LAWSUIT

The complaint alleged that PBC violated the Fair Credit Reporting Act (“FCRA”) by procuring or causing to be procured background reports for employment purposes without properly making legally required, stand-alone disclosures in advance.

The complaint seeks various remedies, including statutory damages, attorneys’ fees and costs, prejudgment interest, punitive damages and other relief as may be deemed proper.

PBC denies that it did anything wrong and claims that it has no liability whatsoever to the Plaintiff or any Class Members for any of these claims.

The Court hasn’t decided whether Plaintiff or PBC is correct. Rather, the parties have settled this lawsuit before it has gone to trial. That way, they have avoided the costs and risks of a trial so that the affected applicants and employees (who do not exclude themselves from the Settlement) will get compensation. The Class Representative and the attorneys think the Settlement is in the best interest of all Class Members.

THE SETTLEMENT BENEFITS—WHAT YOU GET

- PBC will pay up to a maximum of \$1,192,275 (“Total Settlement Amount”) to end this lawsuit.
- Class Members who do not exclude themselves and make a claim will share on a pro rata basis the Net Settlement Fund, which is the \$1,192,275 less payments of (1) the amount not to exceed \$5,000 payable to the Class Representative as approved by the Court; (2) the sum equivalent to 33-1/3% of the Settlement Fund as attorneys’ fees to Class Counsel as approved by the Court; (3) the sum of up to \$20,000 as costs to Class Counsel as approved by the Court; and (4) the Settlement Administrator expenses, which are estimated to be no more than \$59,000, as approved by the Court. If requested expenses and awards to Plaintiff are granted, your share of the fund will be approximately \$30.73 if every Class Member who does not exclude himself or herself makes a claim.
- If the total amount claimed by Settlement Class Members is less than sixty percent (60%) of the Net Settlement Amount, the payments made to the Settlement Class Members will proportionately increase such that the total payments made to Settlement Class Members who submitted timely Claim Forms will equal not less than sixty percent (60%) of the Net Settlement Amount.
- Any uncashed settlement compensation from the Settlement Fund after distributing the Net Settlement Fund and after the 90-day period for negotiating checks (the Settlement Second Distribution Total Amount) will be pooled and distributed on a pro-rata basis via check to those Settlement Class Members who timely negotiated the first checks they received, who shall have 90 days from the date these second checks are mailed to negotiate their checks.
- Any uncashed settlement compensation from the Settlement Fund, after distribution of the Settlement Second Distribution Total Amount and after the 90-day period for negotiating the second distribution checks, will constitute a *cypres* fund which will be donated to United Way Metropolitan Dallas, subject to Court approval.

If you do not exclude yourself from the settlement, you will be bound by the release of claims in this settlement. “Released Claims” means all claims alleged in the Litigation (including Plaintiff’s Complaint) and any known or unknown claims that were or could have been alleged based on the specific facts and/or legal theories alleged in the Plaintiff’s Complaint and/or related to the current Action, including ones under the Fair Credit Reporting Act (including but not limited to 15

U.S.C. § 1681b(b)(2)(A)) and any FCRA State/Local Equivalents, including but not limited to background check or consumer report disclosure notices and forms, the procurement and use of any background check or consumer reports (including but not limited to any claims under California Business & Professions Code section 17200), whether such factual basis is known or unknown at the time the release is approved by the Court. The period of the Released Claims extends to the limits of the Covered Period.

The release applies to the Covered Period from **June 19, 2015 through December 1, 2016** (for applicants); from **June 19, 2015 through September 4, 2017** (employees subject to DOT background checks); and from **June 19, 2015 through October 2, 2017** (for all other employees).

For the full language of the release, you may view the settlement agreement that has been filed with the Court. This Notice does not summarize the entire settlement agreement. A complete copy of the settlement agreement is on file with the Court and can also be viewed at the class website www.beveragesfcrasettlement.com.

Class Counsel is experienced in class action litigation and has a duty to represent the interests of all Class Members. Based on analyzing the law concerning the claims, analyzing records, making factual investigations, considering risks involved in further litigation, ensuring that the Class receives payment without having to wait for years of protracted litigation with no certainty of success, and using a private mediator to assist in reaching a fair settlement of this lawsuit, Class Counsel believes the Settlement is fair, adequate and reasonable.

You are receiving Class Notice of this Settlement because the Court has reviewed the Settlement and has preliminarily determined the Settlement can go forward. Your interest as a member of the Settlement Class will be represented by the Plaintiff and Counsel for the Class. You will be bound by any judgment arising from the settlement.

PBC represents that, as required by law, it will not retaliate against any employee because of his or her participation in the Settlement.

YOUR RIGHTS AND OPTIONS

You must decide whether to be included in Settlement or excluded from the Settlement, and you must decide this NOW.

If you make a claim and the Court orders final approval of the Settlement, you will receive your share of the net settlement funds, and you will also give up your rights to pursue the claims that are released by the Settlement.

To receive your portion of the Settlement, you must sign and date the enclosed "Claim Form" and mail it to the address listed on the "Claim Form." **The Claim Form must be delivered to the U.S. Postal Service so that it can be postmarked on or before September 4, 2018.** If you do not sign and return the Claim Form so that it is postmarked by **September 4, 2018**, and you do not exclude yourself from the lawsuit, you will not receive any payment from the Settlement and you will have released your rights to bring an action against PBC for the claims that are released in this lawsuit.

It is very important that you return the Claim Form if you want to receive payment from this Settlement.

If you do nothing and the Court orders final approval of the Settlement, you will not receive your share of the net settlement funds, and you will also give up your rights to pursue the claims that are released by the Settlement.

If you choose to be excluded from the settlement, you will not be bound by any judgment or other final disposition of the lawsuit. You will retain any claims against PBC you may have.

To ask to be excluded, you must send an "Exclusion Request" with your name, address, and signature by U.S. mail, stating that you want to be excluded. You must mail your Exclusion Request so that it is postmarked by **September 4, 2018** to:

Beverages FCRA Settlement
PO Box 23648
Jacksonville FL 32241-3648
800-351-1696

If the request is not postmarked on or before **September 4, 2018**, your exclusion will be invalid, and you will be bound by the terms of the settlement approved by the Court, including without limitation, the judgment ultimately rendered in the case, and you will be barred from bringing any claims which arise out of or relate in any way to the claims in the case as specified in the release referenced above.

You may withdraw your exclusion prior to **September 4, 2018** by writing to the Settlement Administrator and stating your intent to withdraw your request to be excluded.

Unless you exclude yourself, you give up any right to sue PBC for the claims that this Settlement resolves. If you have a pending lawsuit, speak to your lawyer in that case immediately because you must exclude yourself from *this* Settlement to continue your own lawsuit. ***Remember, the exclusion deadline is September 4, 2018.***

If you exclude yourself, you are not eligible to receive any money from this settlement, but you may sue, continue to sue, or be part of a different lawsuit against PBC. If you ask to be excluded, you will not be bound by the Settlement or have any right to object, appeal or comment thereon.

THE LAWYERS REPRESENTING YOU

The Court has approved the law firms of Peter R. Dion-Kindem, P.C., The Blanchard Law Group, APC, Wenzel Fenton Cabassa, P.A., and Morgan & Morgan to represent you and other Class Members in this class action. These lawyers are called Class Counsel. You will not be separately charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

Class Counsel will ask the Court to approve a payment equivalent to 33-1/3% of the Settlement Fund for attorney's fees and up to \$20,000 for litigation costs, which will be paid out of the \$1,192,275 settlement fund. These attorney's fees will pay Class Counsel for bringing the lawsuit on your behalf, investigating the facts, litigating the case, and negotiating the Settlement. PBC has agreed not to oppose these attorney's fees or costs. The Court may award less than these amounts.

OBJECTING TO THE SETTLEMENT

You can also tell the Court that you don't agree with the Settlement or some part of it.

The Court will hold a Final Approval Hearing on **November 15, 2018 at 3:00 p.m.** in Courtroom 706 -- of the United States District Court, Southern District of New York at 40 Foley Square, New York, NY 10007. As a Class Member, you may object to the Settlement or file a statement in support of the Settlement for consideration at the Final Approval Hearing.

Any Settlement Class Member who wishes to object to the settlement must return to the Settlement Administrator a timely written statement of objection no later than **September 4, 2018**. The Notice of Objection must state (1) the case name and number; (2) the name, address, telephone number, and email address of the Settlement Class Member making the objection; (3) a statement of the objection(s) being asserted; (4) a detailed description of the facts and any legal authorities underlying each objection; (5) a notice of intent to appear at the Final Fairness Hearing, if the Settlement Class Member making the objection intends to appear; (6) a list of any witnesses the Settlement Class Member making the objection may call to testify at the Fairness Hearing, whether in person, by deposition, or affidavit; and (7) a list of any exhibits, and copies of the same, which that Settlement Class Member may offer at the Fairness Hearing. In addition,

you must personally sign the objection. If you do not object in this manner, your objection will be invalid, you will be unable to object to the terms and conditions of the Agreement, and you will be bound by the settlement, if approved.

Objecting is simply telling the Court that you don't like something about the settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you don't want to be part of the Class and don't want to release your individual claims. If you exclude yourself, you have no basis to object because the case no longer affects you.

FINAL APPROVAL OF THE SETTLEMENT

The Court will hold a final hearing to decide whether to approve the settlement. You may attend and you may ask to speak, but you don't have to.

If the Court grants final approval of the Settlement, all Class Members (who do not exclude themselves) will be bound by the terms of the Settlement, including the release set forth below. Class Members who timely and validly return their Claim Form will receive their portion of the Net Settlement Amount under the terms of the Settlement.

The release language in the Settlement is as follows:

On the Settlement Effective Date, all members of the Settlement Class who have not timely and properly opted out of the settlement, and all those acting or purporting to act on their behalf including, but not limited to, their successors, assigns, legatees, heirs, and personal representatives, fully and forever release, waive, acquit, and discharge Defendant and the Released Parties to the fullest extent permitted by law from any and all claims alleged in the Litigation (including Plaintiff's Complaint) and any known or unknown claims that were or could have been alleged based on the specific facts and/or legal theories alleged in the Plaintiff's Complaint and/or related to the current Action, including ones under the Fair Credit Reporting Act (including but not limited to 15 U.S.C. §§ 1681b(b)(2)(A)) and any FCRA State/Local Equivalents, including but not limited to background check or consumer report disclosure notices and forms, the procurement and use of any background check or consumer reports (including but not limited to any claims under California Business & Professions Code section 17200), whether such factual basis is known or unknown at the time the release is approved by the Court. The period of the Released Claims extends to the limits of the Covered Period.

This release includes a release of all penalties, tax, and interest associated with the foregoing.

GETTING MORE INFORMATION

You may contact Class Counsel at the addresses listed below without having to pay for any attorneys' fees. You also have the right to speak with an attorney of your choosing at your own expense. Do not contact the Court, PBC or PBC's Counsel.

The Dion-Kindem Law Firm
Attn: Peter R. Dion-Kindem
21550 Oxnard Street, Suite 900
Woodland Hills, California 91367
Telephone: (818) 883-4900
peter@dion-kindemlaw.com

and

The Blanchard Law Group, APC
Attn: Lonnie C. Blanchard, III
3311 East Pico Boulevard
Los Angeles, California 90023
Telephone: (213) 599-8255
lonnieblanchard@gmail.com