

FILED
Superior Court of California
County of Alameda

08/06/2026

Clad Flake, Executive Officer / Clerk of the Court

By: Z. Ali Deputy

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ALAMEDA

HARRY EDWARD, individually, and on behalf
of other members of the general public similarly
situated;

Plaintiff,

vs.

SVC MANUFACTURING, INC., a Delaware
corporation; PEPSI BEVERAGES NORTH
AMERICA, an unknown business entity;
PEPSICO, INC., a North Carolina corporation;
PEPSI BEVERAGES COMPANY, an unknown
business entity; THE QUAKER OATS
COMPANY, a New Jersey corporation; and
DOES 1 through 100, inclusive,

Defendants.

Case No.: 23CV027173

Consolidated with Case No. 23CV027166

CLASS ACTION

[PROPOSED] FINAL JUDGEMENT

Date: October 21, 2025

Time: 2:30 PM

Dept: 21

Complaint Filed: February 2, 2023

Trial Date: None Set

1 The parties having settled (“Settlement”) this consolidated action (i.e. the “Litigation”)
2 and the Court having entered an Order granting final approval of the settlement and good cause
3 appearing therefore,

4 IT IS HEREBY ORDERED, ADJUDICATED, AND DECREED THAT:

5 1. All terms used herein shall have the same meaning as defined in the FIRST
6 AMENDED STIPULATION AND SETTLEMENT OF CLASS CLAIMS submitted with the
7 Motion for Preliminary Approval and Motion for Final Approval (“Settlement Agreement”).

8 2. Consistent with the definitions provided in the Settlement Agreement, the terms
9 “Class” and “Class Members” means all Plaintiffs –current and former hourly-paid and/or non-
10 exempt employees employed by SVC Manufacturing, Inc. in California during the Class Period
11 (February 2, 2019 to November 25, 2024) and/or PAGA Period (November 29, 2021 to
12 November 25, 2024), who do not elect to exclude themselves in accordance with the settlement
13 agreement and excluding the time period released in Stevens v. PepsiCo, Inc. et al., Case No. 22-
14 cv-00802 (S.D.N.Y) (i.e., December 5, 2021 through and including April 8, 2022).

15 3. Except as set forth in the Settlement Agreement and the Order Granting Final
16 Approval of Class Action Settlement, Plaintiff HARRY EDWARD and all members of the
17 Class, shall take nothing by their complaints in this Action.

18 4. Without affecting the finality of this judgment in any way, pursuant to California
19 Code of Civil Procedure section 664.6, the Court retains jurisdiction of all matters relating to the
20 interpretation, administration, implementation, effectuation, and enforcement of this order and
21 the Settlement.

22 5. The Court finds that, as of the Date that Defendants fund the Settlement, the
23 Class Members, including Named Plaintiff, release Defendants SVC MANUFACTURING,
24 INC., PEPSI BEVERAGES NORTH AMERICA, PEPSICO, INC., PEPSI BEVERAGES
25 COMPANY, and THE QUAKER OATS COMPANY and each of their past or present officers,
26 directors, shareholders, employees, agents, principals, heirs, representatives, accountants,
27 auditors, consultants, insurers and reinsurers, and their respective successors and predecessors in
28 interest, subsidiaries, affiliates, parents, and attorneys, and each of their company-sponsored

1 employee benefit plans and all of their respective officers, directors, employees, administrators,
2 fiduciaries, trustees, and agents (the “Released Parties”) of all claims alleged in the operative
3 complaints in the Litigation, or that could have been alleged based upon the facts pleaded in
4 *Harry Edward v. SVC Manufacturing Inc., et. al.* under any theory of law, including but not
5 limited to all claims for alleged violations of the Labor Code and/or Wage Orders, including but
6 not limited to unpaid minimum wage, straight time, or overtime wages (including on an off-the-
7 clock, rounding, calculation of regular rates, sick time, vacation pay, or other theory), timing of
8 payment, meal and rest period claims (including claims regarding how any meal or rest period
9 penalties were calculated), unpaid expense reimbursements, record-keeping violations, and any
10 and all associated penalties and damages, including but, pay stub penalties, waiting time
11 penalties, any other penalties arising under the California Labor Code, and liquidated damages
12 for the Class Period, but excluding penalties pursuant to PAGA. (“Released Claims”). The
13 Released Claims do not include claims for unemployment compensation, workers’
14 compensation, discrimination, retaliation, or claims that Class Members might assert as agents of
15 the LWDA under PAGA. The Released Claims shall apply only during the Class Period.

16 6. By this Judgment and pursuant to the Settlement Agreement, as of the date of
17 entry of this Judgement, Plaintiff HARRY EDWARD will have released, relinquished, and
18 forever discharged Defendants and the Released Parties of all claims set forth in the “General
19 Release and PAGA Release by Named Plaintiff Only” of the Settlement Agreement.

20 7. This Judgment shall be binding on Plaintiff and all Class Members who are
21 hereby barred by the doctrine of res judicata from asserting any and all of the Released Claims,
22 as that term is defined by the Settlement.

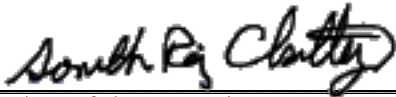
23 8. The parties shall bear his, her, its, or their own respective attorneys' fees and
24 costs, except as otherwise provided in the Settlement Agreement, the Order Granting Final
25 Approval of Class Action Settlement, and this Judgement.

26 9. The Court enters final judgement in the Action in accordance with the Settlement
27 and this Order, subject to the Court's retention of continuing jurisdiction over the Action and the
28 Settlement, including jurisdiction pursuant to California Rule of Court 3.769(h) solely for

1 purposes of (a) enforcing the Agreement, (b) addressing settlement administration matters, and
2 (c) addressing such post-Judgment matters as may be appropriate under court rules or applicable
3 law.

4 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY**

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6 Dated: 08/06/2026
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8 Judge of the Superior Court

9 **S. Raj Chatterjee / Judge**
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SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA	Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612	FILED Superior Court of California County of Alameda 08/07/2026
PLAINTIFF/PETITIONER: Harry Edward	Chad Finke, Executive Officer / Clerk of the Court By: <u>Z. Ali</u> Deputy
DEFENDANT/RESPONDENT: SVC MANUFACTURING, INC., a Delaware corporation et al	
CERTIFICATE OF ELECTRONIC SERVICE CODE OF CIVIL PROCEDURE 1010.6	CASE NUMBER: 23CV027173

I, the below named Executive Officer/Clerk of Court of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served one copy of the Judgment entered herein upon each party or counsel of record in the above entitled action, by electronically serving the document(s) from my place of business, in accordance with standard court practices.

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Dated: 08/07/2026

Chad Finke, Executive Officer / Clerk of the Court

By:

Z. Ali

Z. Ali, Deputy Clerk