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9 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**
10 **COUNTY OF SAN BERNARDINO**

11 FRANCISCO GARCIA, on behalf of himself
12 and all others similarly situated,

13 Plaintiff,

14 v.
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16 REFRESCO BEVERAGES US, INC., a
17 Georgia Corporation; and DOES 1 through
18 100, inclusive

19 Defendants.
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Case No. CIVSB2313159

Assigned To: Hon. Kevin C. Lee

**[PROPOSED] ORDER AND JUDGMENT
GRANTING MOTION FOR APPROVAL
OF PAGA SETTLEMENT**

Date: June 17, 2026

Time: 8:30 a.m.

Dept.: S26

Complaint Filed: June 8, 2023

FAC Filed: September 5, 2023

[PROPOSED] ORDER:

Plaintiff Francisco Garcia (“Plaintiff”) Motion for Approval of Private Attorneys General Act (“PAGA”) Action Settlement (“Motion”) came on for hearing before this court, the Honorable Kevin C. Lee presiding, on June 17, 2026, at 8:30 a.m. in Department S26 of this Court, located at 247 W. Third Street, San Bernardino, CA., 92415. Defendant Refresco Beverages US Inc. (“Defendant”) did not oppose the Motion.

Having received and considered the Private Attorneys General Act Settlement Agreement and Release of Claims (“Settlement” or “Settlement Agreement”), the supporting papers filed by the Parties, and the evidence and argument received by the Court, and the instant Motion, the Court grants approval of the Settlement and rules as follows:

1. The Court finds and determines that the terms of the Settlement are fair, reasonable and adequate and satisfies the applicable requirements for approval of a Private Attorneys General Act claim, and that all terms and provisions of the Settlement should be and hereby are ordered to be consummated.

2. The Court hereby approves the terms set forth in the Settlement and finds that the Settlement is, in all respects, fair, adequate, and reasonable, and directs the Parties to effectuate the Settlement according to its terms. The Court finds that the Settlement was reached as a result of informed and non-collusive arm’s-length negotiations facilitated by a neutral mediator. The Court further finds that the Parties conducted extensive investigation, research, and discovery and that their attorneys were able to reasonably evaluate their respective positions. The Court also finds that Settlement will enable the Parties to avoid additional and potentially substantial litigation costs, as well as delay and risks if the Parties were to continue to litigate the case. The Court has reviewed the monetary recovery provided as part of the Settlement and recognizes the significant value accorded to the California Labor Workforce Development Agency (“LWDA”) and the aggrieved employees (“PAGA Employees”).

3. Defendant shall pay the Gross Settlement Amount (“GSA”) of \$550,000.00 in accordance with the Settlement Agreement.

4. The Court hereby appoints Phoenix Settlement Administrators as the Settlement

1 Administrator.

2 5. The Court finds and determines Plaintiff's Enhancement Award in the sum of
3 \$15,000.00 is fair and reasonable. The Court hereby orders the Settlement Administrator to make
4 this payment to the Plaintiff in accordance with the terms of the Settlement.

5 6. Pursuant to the terms of the Settlement, and the authorities, evidence and argument
6 submitted by Plaintiff's counsel; the Court hereby awards Plaintiff's counsel attorney's fees in the
7 sum of \$183,333.33 and actual litigation costs of \$14,765.98. The Court finds such amounts to be
8 fair and reasonable. The Court hereby orders the Settlement Administrator to make this payment
9 in accordance with the terms of the Settlement.

10 7. The Court finds and determines that the payment to be paid to the Settlement
11 Administrator, Phoenix Settlement Administrators, in the amount of up to \$7,250.00, for its fee
12 and expenses incurred, is fair and reasonable. The Court hereby orders the Settlement
13 Administrator to calculate and make this payment to itself, in the amount up to \$7,250.00, in
14 accordance with the terms of the Settlement. The difference between the actual fee and expenses
15 incurred by Phoenix Settlement Administrators and the allocated amount of \$7,250.00 shall be
16 redistributed to the PAGA Penalties (the PAGA Employee Net Settlement Amount and the LWDA
17 Net Settlement Amount).

18 8. The PAGA Penalties is the amount remaining from the GSA after deductions of:
19 (a) Plaintiff's Enhancement Award; (b) Plaintiff's Counsel Fees Payment; (c) Plaintiff's Counsel
20 Litigation Expenses Payment; and (d) the Administration Expenses Payment; from which the
21 LWDA Payment is equal to 75% of the PAGA Penalties and the total Individual PAGA Payments
22 are equal to the 25% of the PAGA Penalties paid to the PAGA Employees under Labor Code
23 section 2699, subd. (i).

24 9. The Court hereby orders the Settlement Administrator to calculate the PAGA
25 Penalties after deducting (a) Plaintiff's Enhancement Award; (b) Plaintiff's Counsel Fees
26 Payment; (c) Plaintiff's Counsel Litigation Expenses Payment; and (d) the Administration
27 Expenses Payment, in accordance with the Settlement.

28 10. The Court finds and determines that payment to the LWDA of 75% of the PAGA

1 Penalties (i.e. \$247,238.02) as its share of the settlement of civil penalties in this case is fair,
2 reasonable, and appropriate. The Court hereby gives approval to and orders the Settlement
3 Administrator to make this payment in accordance with the terms of the Settlement.

4 11. The Court finds and determines that payment to the PAGA Employees of 25% of
5 the PAGA Penalties (i.e. \$82,412.67) as its share of civil penalties in this case is fair, reasonable,
6 and appropriate. The Court finds and determines that the Individual PAGA Payments provided for
7 by the terms of the Settlement to be paid to the PAGA Employees are fair and reasonable. The
8 Court hereby gives approval to and orders the Settlement Administrator to make payments to
9 PAGA Employees in accordance with the terms of the Settlement.

10 12. The court hereby approves, as to form and content, the explanatory notice letter (the
11 “Explanatory Letter”) attached as Exhibit A to the Settlement Agreement. The Court hereby directs
12 the Settlement Administrator to mail or cause to be mailed to the Explanatory Letter by first class
13 mail to the PAGA Employees in accordance with the Settlement Agreement.

14 13. Neither Defendant nor any related persons or entities, nor Released Parties, shall
15 have any further liability for costs, expenses, interest, attorney’s fees, or for any other charge,
16 expense, or liability, except as provided for by the Settlement.

17 14. Nothing in this Order shall preclude any action to enforce the Parties’ obligations
18 pursuant to the Settlement or pursuant to this Order, including the requirement that Defendant
19 transfer the Gross Settlement Amount to the Administrator or to enforce the releases in accordance
20 with the Settlement.

21 15. The Court hereby enters final judgment in this case in accordance with the terms of
22 the Settlement and this Order.

23 16. The Parties shall bear their own costs and attorney’s fees except as otherwise
24 provided for by the Settlement and this Court’s Order.

25 17. Upon execution of this Judgment, and upon the date Defendant transfers the Gross
26 Settlement Amount to the Settlement Administrator, every PAGA Employee shall be deemed to
27 release the Released Parties for the Released PAGA Claims for the PAGA Period.

28 18. Upon execution of this Judgment, and upon the date Defendant transfers the Gross

1 Settlement Amount to the Administrator, Plaintiff's Released Claims shall be deemed to be
2 conclusively released as against Defendant and the Released Parties, that includes a general release
3 pursuant to California Civil Code §1542, and pursuant to the terms in the Settlement.

4 19. Defendant and the Released Parties deny that they have engaged in any unlawful
5 activity, have violated the law in any respect, or have any liability to anyone under the claims
6 asserted in the Action. Defendant entered the Settlement solely for compromising highly disputed
7 claims. Nothing in the Settlement, this Order, or Judgment is an admission of liability or
8 wrongdoing by Defendant or the Released Parties, or an admission by Plaintiff that the claims
9 lacked merit or any defense asserted by Defendant has merit. The Settlement and this Order are
10 governed by California Evidence Code §1152.

11 20. Without affecting the finality of this Order in any way, pursuant to Civil Procedure
12 Code section 664.6, the Court retains jurisdiction of all matters, parties and PAGA Employees, to
13 the fullest extent relating to the interpretation, administration, implementation, effectuation and
14 enforcement of this Order, Judgment and the Settlement.

15 21. In accordance with, and for the reasons stated in this Order, judgment shall be
16 entered within the meaning and for purposes of Code of Civil Procedure sections 577, 904.1(a),
17 and 8.104 of the California Rules of Court whereby named Plaintiff and all PAGA Employees
18 shall take nothing from Defendant except as expressly set forth in the Order and Judgment
19 Granting Motion for Approval of PAGA Settlement.

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21 IT IS SO ORDERED:

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23 DATED: _____

Honorable Kevin C. Lee
San Bernardino Superior Court Judge