PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

Subject to approval by the Court, it is stipulated by and between Plaintiff Francisco Garcia ("Plaintiff" or "Garcia"), on behalf of himself, the State of California (in his capacity as a private attorney general under the Labor Code), and other allegedly aggrieved employees, on the one hand, and Defendant Refresco Beverages US Inc. ("Defendant" or "Refresco"), on the other hand, that the Action (as defined herein) is hereby compromised and settled pursuant to the terms and conditions set forth in this Private Attorneys General Act Settlement Agreement and Release of Claims (the "Agreement" or "Settlement"). The Agreement refers to Plaintiff and Defendant collectively as "Parties", or individually as "Party."

1. DEFINITIONS.

1.1. "Action" refers to the lawsuit pending in San Bernardino Superior Court captioned *Garcia v. Refresco Beverages US, Inc.*, San Bernardino Superior Court, Case No. CIVSB2313159, based on Plaintiff's operative First Amended Complaint filed on September 5, 2023, which includes a cause of action pursuant to the California Labor Code Private Attorneys General Act ("FAC") and the written notice and supplemental written notice to the California Labor and Workforce Development Agency ("LWDA") submitted by Plaintiff relating to Refresco on June 22, 2023 pursuant to Labor Code section 2699.3 of the specific provisions of the California Labor Code alleged to have been violated by Defendant, LWDA-CM-963732-23 (the "PAGA Notice").

1.2. "Administrator" means Phoenix Settlement Administrators, the neutral entity the Parties have agreed to appoint to administer the Settlement, subject to court approval.

1.3. "Administration Expenses Payment" means the amount of no more than Ten Thousand Dollars ($10,000.00), except for a showing of good cause, the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees (the "Administration Expenses") and submitted to the Court for approval in connection with Approval of PAGA Action Settlement.

1.4. "Approval Order" means the Court's order granting approval of the Settlement.

1.5. "Arbitration" refers to the individual JAMS arbitration proceeding filed by Garcia and captioned *Garcia v. Refresco Beverages US, Inc.,* JAMS Case No. 5230000351.

1.6. "Court" means the Superior Court of California, County of San Bernardino.

1.7. "Defense Counsel" means Philippe A. Lebel, Esq. and Dixie M. Morrison, Esq. of Proskauer Rose LLP.

1.8. "Effective Date" means the last date when all of the following events have occurred: (a) the Agreement has been executed by all Parties; (b) the Court has issued the Approval Order and entered judgment in accordance with the terms described herein; (c) sixty-five

(65) calendar days have passed since the Court entered the Approval Order and judgment; and (d) (i) fifteen (15) business days after the period for filing any appeal, writ, or other appellate proceeding opposing the Court's Approval Order has elapsed without any appeal, writ, or other appellate proceeding having been filed; or (ii) if any appeal, writ, or other appellate proceeding opposing the Court's Approval Order has been filed, fifteen (15) business days after any appeal, writ, or other appellate proceedings opposing the Court's Approval Order has finally and conclusively been dismissed with no right to pursue further remedies or relief.

1.9. "Enhancement Award" means the amount the Court awards as payment to the Plaintiff for initiating the Action and providing services in support of the Action, not to exceed Fifteen Thousand Dollars and Zero Cents ($15,000.00). If the Court awards less than the amount requested, it shall not affect the Court's approval of the Settlement and any amount not awarded will become part of the Total Net Settlement Amount.

1.10. "Gross Settlement Amount" or "GSA" means the non-reversionary maximum amount of Five Hundred Fifty Thousand Dollars and Zero Cents ($550,000.00), subject to the escalator clause in Paragraph 6.1 to be paid by Refresco as part of this Settlement. The following amounts shall be deducted from the GSA: (a) the PAGA Employee Net Settlement Amount; (b) the LWDA Net Settlement Amount; (c) Plaintiff's Counsel Fees Payment; (d) Plaintiff's Counsel Litigation Expenses Payment; (e) the Enhancement Award; and (f) the Administration Expenses Payment.

1.11. "Individual PAGA Payment" means each PAGA Employee's pro rata share of the PAGA Employee Net Settlement Amount calculated according to the number of PAGA Pay Periods worked by such individual during the PAGA Period.

1.12. "Judgment" means the final judgment entered by the Court.

1.13. "LWDA Net Settlement Amount" or "LWDA Payment" means the 75% of the PAGA Penalties paid to the LWDA under the Labor Code section 2699, subd. (i).

1.14. "PAGA Employees" or "Aggrieved Employees" means all current and former hourly manufacturing and production non-exempt employees of Defendant who worked in California at any time(s) between June 22, 2022 and October 18, 2025, subject to Paragraph 6.1.

1.15. "PAGA Employee Address Search" means the Administrator's investigation and search for PAGA Employees' mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with PAGA Employees.

1.16. "PAGA Employee Data" means a data in Excel or comparable format to be provided to the Administrator by Refresco containing the following information for each Aggrieved Employee: (a) their full name, and last known address and full social security number or date of birth; and (b) information sufficient for the Administrator to determine their total number of PAGA Pay Periods worked during the PAGA Period. For purposes of clarity, if Refresco cannot provide the precise number of PAGA Pay Periods worked by each employee it may include an approximation based on the dates each Aggrieved Employee was employed in a non-exempt/hourly-paid manufacturing or production position in California during the PAGA Period divided by seven (7).

1.17. "PAGA Employee Net Settlement Amount" means the 25% of the PAGA Penalties paid to the PAGA Employees under the Labor Code section 2699, subd. (i).

1.18. "PAGA Pay Period" means any pay period during which a PAGA Employee worked for Refresco for at least one day during the PAGA Period, excluding any pay period(s) during which an Aggrieved Employee was on paid time off or unpaid leave for the duration of such pay period(s).

1.19. "PAGA Period" means June 22, 2022 through October 18, 2025, subject to Paragraph 6.1.

1.20. "Plaintiff's Counsel" means David P. Myers, Esq., Jason Hatcher, Esq., Cassandra A. Castro, Esq., and Andriana N. Bravo, Esq. of The Myers Law Group, A.P.C.

1.21. "Plaintiff's Counsel Fees Payment" means the amount that the Court awards in attorneys' fees to be paid to compensate Plaintiff's Counsel for their services rendered, and to be rendered, to Plaintiff and the PAGA Employees in connection with the Action. Plaintiff's Counsel Fee Payment is not to exceed one-third (33.33333%) of the Gross Settlement Amount, subject to the escalator clause in Paragraph 6.1, i.e. the amount One Hundred Eighty-Three Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents ($183,333.33), subject to the escalator clause in Paragraph 6.1. If the Court awards less than the amount requested, it shall not affect the Court's approval of the Settlement and any amount not awarded will become part of the Total Net Settlement Amount.

1.22. "Plaintiff's Counsel Litigation Expenses Payment" means the amount that the Court awards Plaintiff's Counsel for reimbursement of reasonable expenses and costs incurred to prosecute the Action. Plaintiff's Counsel Litigation Expenses Payment is not to exceed Nineteen Thousand Five Hundred Dollars and Zero Cents ($19,500.00) and will consist of reasonable litigation costs actually incurred by Plaintiff's Counsel related to the Action and the settlement of the Action as approved by the Court. If the Court awards less than the amount requested, it shall not affect the Court's approval of the Settlement and any amount not awarded will become part of the Total Net Settlement Amount.

1.23. "Released PAGA Claims" means the claims being released as described in Paragraph 5.2 below.

1.24. "Released Parties" means: Defendant and its past, present, and future predecessors, successors, officers, directors, employees, parents, subsidiaries, owners, members, shareholders, partners, insurers, contractors, assigns, legal representatives, attorneys, and agents.

1.25. "Total Net Settlement Amount" or "PAGA Penalties" means the amount remaining from the Gross Settlement Amount after deductions of the amounts approved by the Court for: (a) the Enhancement Award; (b) Plaintiff's Counsel Fees Payment; (c) Plaintiff's Counsel Litigation Expenses Payment; and (d) the Administration Expenses Payment. The Total Net Settlement Amount is comprised of: (i) the PAGA Employee Net Settlement Amount; and (ii) the LWDA Net Settlement Amount.

2. RECITALS.

2.1 On June 8, 2023, Plaintiff filed an initial class action complaint against Defendant in San Bernardino Superior Court in the Action (the "Complaint"). The Complaint alleged causes of action for: (a) failure to pay all overtime and double time wages; (b) failure to provide meal periods; (c) failure to provide rest periods; (d) failure to pay all wages due at separation; (e) failure to provide accurate wage statements; and (f) unfair competition.

2.2 On or about June 22, 2023, Plaintiff filed the PAGA Notice with the LWDA and mailed Defendant the same.

2.3 On September 5, 2023, Plaintiff filed the operative FAC adding a cause of action for a violation of Labor Code §§ 2698, *et seq.* Private Attorneys General Act ("PAGA").

2.4 On October 9, 2023, Defendant filed a motion to compel arbitration of Plaintiff's individual claims and to dismiss the putative class claims.

2.5 On November 2, 2023, the Court granted Defendant's motion to compel arbitration, compelling Plaintiff's individual claims to arbitration and dismissing the putative class claims asserted in the Action; accordingly, the sole claims remaining in the Action were Plaintiff's claims for representative penalties on behalf of the Aggrieved Employees pursuant to the PAGA.

2.6 On February 3, 2024, pursuant to the Court's order, Plaintiff initiated the Arbitration.

2.7 In 2025, the Parties agreed to attend a mediation to resolve both the Action and the Arbitration. Prior to mediation, Defendant provided Plaintiff with data to assist in evaluating both the Action and the Arbitration for mediation, including timekeeping and payroll records for Plaintiff and other Aggrieved Employees, relevant wage and hour policies, and data concerning the total number of PAGA Employees and the total number of PAGA Pay Periods during the PAGA Period.

2.8 On August 19, 2025, the Parties attended an all-day mediation with mediator Steve Pearl, Esq., during which the Parties agreed to settle the Action and the Arbitration.

2.9 During the mediation, each side, represented by its respective counsel, recognized the substantial risk of an adverse result, which led to the subsequent settlement in principle. At all times, the Parties' settlement negotiations have been non-collusive, adversarial, and at arm's length. This Agreement represents a compromise and settlement of highly disputed claims and defenses, as Plaintiff believes his claims have merit and Defendant believes its defenses have merit. Nothing in this Agreement shall be construed as an admission by Defendant or any of the Released Parties that the asserted claims have merit or as an admission by Plaintiff that the defenses asserted by Defendant have merit.

2.10 Plaintiff and Plaintiff's Counsel believe the total consideration set forth in this Agreement is adequate in light of the uncertainties surrounding the risk of further litigation and possible defenses that Defendant has asserted and could assert. Plaintiff's Counsel recognizes the substantial monetary benefit to the LWDA and PAGA Employees and the expenses and length of continued proceedings necessary to prosecute the Action against Defendant through arbitration proceedings, trial, and any appeal. Plaintiff's Counsel has also considered the uncertain outcome and risk of further litigation, especially in complex actions such as representative actions, as well as the difficulties and delay inherent in such litigation. Therefore, Plaintiff's Counsel has determined that the settlement set forth in this Agreement is in the best interest of the LWDA and Aggrieved Employees, and is fair and reasonable.

2.11 Defendant and Defense Counsel have similarly concluded that it is desirable that the Action be settled in a manner and upon such terms and conditions set forth herein in order to avoid further risk and expense of litigation and the inconvenience and distraction of further legal proceedings. Therefore, despite continuing to contend that it is not liable for any of the claims set forth by Plaintiff, Defendant agreed to settle in the manner and upon the terms set forth herein to put to rest the claims in the Action.

2.12 Plaintiff and Defendant enter into this Settlement on a conditional basis. Should the Court decline to approve all material aspects of the Settlement or make material changes to the Basic Settlement Terms (as defined below), except for the awards of the Plaintiff's Counsel Fees Payment, Plaintiff's Counsel Litigation Expenses Payment, and/or the Enhancement Award, Parties shall retain the right, in their individual sole discretion, to unilaterally withdraw from and terminate the Settlement. Basic Settlement Terms include: (a) the amount of the Gross Settlement Amount; (b) the Released PAGA Claims; (c) the covered PAGA Period; (d) the Escalator Clause; and/or (e) the Parties' respective Option to Revoke Settlement as set forth herein. If the Effective Date does not occur, this Agreement will be deemed null and void *ab initio* and will be of no force or effect whatsoever, and will not be referred to or utilized for any purpose. Defendant denies all of Plaintiff's claims as to liability and damages. Defendant expressly reserves all rights to challenge any and all such claims and allegations upon all procedural and factual grounds, including the assertion of all defenses, if the Effective Date does not occur.

3. MONETARY TERMS.

3.1 Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount of Five Hundred Fifty Thousand Dollars and Zero Cents ($550,000.00), subject to the escalator clause in Paragraph 6.1, by transmitting the funds to the Administrator no later than ten (10) business days after the Effective Date. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring PAGA Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.2 Payments from the Gross Settlement Amount. The Administrator will make the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Approval Order:

3.2.1 To Plaintiff: The Enhancement Award to Plaintiff of not more than Fifteen Thousand Dollars and Zero Cents ($15,000.00), in addition to any Individual PAGA Payment Plaintiff is entitled to receive as a PAGA Employee. Defendant will not oppose Plaintiff's request for the Enhancement Award that does not exceed this amount. As part of the Motion for Approval of this Settlement, Plaintiff will seek Court approval for the Enhancement Award, which will be filed no later than sixteen (16) court days prior to the Approval Hearing. If the Court awards less than the amount requested, it shall not affect the Court's approval of the Settlement and any amount not awarded will become part of the Total Net Settlement Amount. The Administrator will pay the Enhancement Award payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Enhancement Award.

3.2.2 To Plaintiff's Counsel: Plaintiff's Counsel Fees Payment of not more than one-third of the Gross Settlement Amount, subject to the escalator clause in Paragraph 6.1, i.e. the amount One Hundred Eighty-Three Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents ($183,333.33), subject to the escalator clause in Paragraph 6.1; and a Plaintiff's Counsel Litigation Expenses Payment of not more than Nineteen Thousand Five Hundred Dollars and Zero Cents ($19,500.00). Defendant will not oppose requests for these payments provided that they do not exceed these amounts. As part of the Motion for Approval of this Settlement, Plaintiff will seek Court approval for Plaintiff's Counsel Fees Payment and Plaintiff's Litigation Expenses Payment no later than sixteen (16) court days prior to the Approval Hearing. If the Court awards less than the Plaintiff's Counsel Fees Payment or Plaintiff's Counsel Litigation Expenses Payment amount(s) requested, it shall not affect the Court's approval of the Settlement and any amount(s) not awarded will become part of the Total Net Settlement Amount. The Administrator will pay the Plaintiff's Counsel Fees Payment and Plaintiff's Counsel Expenses Payment using IRS 1099 Forms.

3.2.3 To the Administrator: An Administration Expenses Payment not to exceed Ten Thousand Dollars and Zero Cents ($10,000.00), except for a showing of good cause, and as approved by the Court. To the extent the Administration Expenses are less than requested or approved by the Court, the difference between the approved amount and actual expenses shall become part of the Total Net Settlement Amount.

3.2.4 To the LWDA and PAGA Employees: PAGA Penalties is the amount remaining from the Gross Settlement Amount after deductions of the amounts approved by the Court for: (a) the Enhancement Award; (b) Plaintiff's Counsel Fees Payment; (c) Plaintiff's Counsel Litigation Expenses Payment; and (d) the Administration Expenses Payment; from which the LWDA Payment is equal to 75% of the PAGA Penalties and the total Individual PAGA Payments are equal to the 25% of the PAGA Penalties paid to the PAGA Employees under the Labor Code section 2699, subd. (i).

3.2.5 Individual PAGA Payment: The Administrator will calculate each Individual PAGA Payment by (a) dividing the PAGA Employee Net Settlement Amount by the total number of PAGA Pay Periods worked by all PAGA Employees during the PAGA Period and (b) multiplying the result by each PAGA Employee's individual PAGA Pay Periods. PAGA Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms. PAGA Employees have no statutory or other right to opt out or otherwise exclude himself or herself from the Settlement, which releases the PAGA claims.

4. SETTLEMENT PAYMENTS AND ADMINISTRATION.

4.1 Duties of Administrator. As a condition of appointment, the Administrator will agree to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their respective counsel represent that they have no interest or pecuniary relationship with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

4.2 Tax Reporting. The Administrator shall be responsible for issuance of all tax forms and reporting for all payments made pursuant to this Settlement.

4.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

4.4 PAGA Employee Data. No later than fifteen (15) days after the Effective Date, Defendant will deliver the PAGA Employee Data to the Administrator. To protect PAGA Employees' privacy rights, the Administrator must maintain the PAGA Employee Data in confidence, use the PAGA Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the PAGA Employee Data to Administrator employees who need access to the PAGA Employee Data to effect and perform Administrator's obligations under this Agreement. Defendant has a continuing duty up to the conclusion of the 180-day check cashing period set forth in Paragraph 4.6.1 to immediately notify Plaintiff's Counsel if it discovers that the PAGA Employee Data omitted PAGA Employee identifying information and to provide corrected or updated PAGA Employee Data as soon as reasonably feasible. The Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted PAGA Employee Data.

4.5 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than ten (10) business days after the Effective Date.

4.6 Payments from the Gross Settlement Amount. Within seven (7) days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA Payment, the Administration Expenses Payment, Plaintiff's Counsel Fees Payment, Plaintiff's Counsel Litigation Expenses Payment, and the Enhancement Award.

4.6.1 The Administrator will issue checks for the Individual PAGA Payments and send the same, including the explanatory notice letter (the "Explanatory Letter") (attached hereto as **Exhibit A**), to all PAGA Employees via First Class U.S. Mail, postage prepaid. Before mailing any checks and the Explanatory Letters, the Administrator must update the recipients' mailing addresses using the National Change of Address Database. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date.

4.6.2 The Administrator must conduct a PAGA Employee Address Search for all PAGA Employees whose checks and Explanatory Letters are returned undelivered without USPS forwarding address. Within seven (7) days of receiving a returned check/ Explanatory Letter, the Administrator must re-issue and re-mail checks and Explanatory Letters to the USPS forwarding address provided or to an address ascertained through the PAGA Employee Address Search. The Administrator need not take further steps to deliver checks/ Explanatory Letters to PAGA Employees whose re-mailed checks/ Explanatory Letters are returned as underlived. The Administrator shall promptly send a replacement check to any PAGA Employees whose original check was lost or misplaced, requested by the PAGA Employee prior to the void date or after the void date but prior to disbursement to the California Controller's Unclaimed Property Fund.

4.6.3 For any PAGA Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, and subject to Paragraph 4.6.2, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the PAGA Employee thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

4.6.4 The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to PAGA Employees beyond those specified in this Agreement.

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4.7 Accounting: Within fifteen (15) calendar days of receiving approval from Parties' respective counsel of the payment calculations, the Administrator will provide an accounting under oath to the Parties of the amounts paid from the Settlement. The Administrator shall provide a further such accounting under oath, upon request, after the conclusion of the 180-day check cashing period.

5. RELEASES OF CLAIMS.

5.1 Plaintiff's Comprehensive Release of Claims. Upon the Effective Date of the Settlement and Defendant's fulfillment of its payment obligations set forth herein, Plaintiff on behalf of himself and his heirs, spouse, representatives, attorneys, executors, administrators, successors, and assigns shall have fully released and discharged the Released Parties as to and from all claims arising out of or in any way related to his employment with Refresco, the termination of his employment from Refresco, and any acts that have or could have been asserted in any legal action or proceeding against Refresco, whether known or unknown, arising under any federal, state, or local law, statute, regulation, or ordinance, including, without limitation, any and all claims for any wages, accrued vacation or paid time off, expenses, overtime, commissions, bonuses, piece rate, penalties, and/or other compensation (other than the amounts promised in Paragraph 3); actions for missed meal and/or rest periods; actions for failure to maintain records of hours worked and failure to provide itemized wage statements; actions for failure to produce requested personnel records, and/or wage-related information; actions for wrongful denial of insurance and/or employee benefits; claims for disability benefits; actions for wrongful termination; public policy violations; defamation, libel, and/or slander; invasion of privacy; fraud; negligence-based claims; misrepresentation; emotional distress or other common law or tort matters; actions for assault and/or battery; harassment, retaliation, and/or discrimination based on lifestyle, age, race, color, religion, gender, national origin, ancestry, physical or mental disability, medical condition, marital status, sexual orientation, veteran status, or protected activity; actions for failure to protect against discrimination/retaliation/harassment; actions for failure to accommodate a legally protected disability and/or failure to engage in the interactive process; actions under the laws of California; actions under the California Labor, Government, and/or Business & Professions Codes, including but not limited to the California Fair Employment and Housing Act, the California Family Rights Act, and the California Unfair Business Practices Act; claims for workers' compensation benefits, penalties, and/or increased benefits under the California Labor Code; federal and/or California wage and hour claims; actions based upon the California and/or federal Constitutions; actions based on the Fair Credit Reporting Act, the California Consumer Credit Reporting Agencies Act, and/or other similar statutes; actions based on the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq*.; the Lilly Ledbetter Fair Pay Act; Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e, *et seq*. (as amended); the Civil Rights Act of 1866, 42 U.S.C. § 1981; the Civil Rights Act of 1991, Pub. Law No. 102-166; the Equal Pay Act, 29 U.S.C. § 206(d)(1), *et seq*.; the Family Medical Leave Act, 29 U.S.C. §2601, *et seq*.; the National Labor Relations Act, 29 U.S.C. § 151, *et seq*.; the Labor Management Relations Act, 29 U.S.C. § 141, *et seq*.; the Rehabilitation Act of 1973, 29 U.S.C. § 701, *et seq*.; the Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621, *et seq*.; the Uniformed Services Employment and Reemployment Rights Act of 1994, 38 U.S.C. §4301, *et seq*.; the Consolidated Omnibus Budget Reconciliation Act of 1985; the Older Workers Benefit Protection Act; the Worker Adjustment and Retraining Notification Act; the Americans with Disabilities Act, 42 U.S.C. § 12101, *et seq*.; the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001, *et seq*.; the Sarbanes-Oxley Act of 2002, 18 U.S.C. § 1514A, *et seq*.; any actions based on legal restrictions on Refresco's right to terminate, not to hire or promote employees, or to change an employee's compensation; and/or any other federal, state, or local statute, law, ordinance, regulation or order, or the common law, or any self-regulatory organization rule or regulation; attorney's fees, and costs, arising on or before the date on which the Agreement is executed. For avoidance of doubt, Plaintiff's released claims under this Paragraph 5.1 shall include all claims he asserts in the Arbitration.

It is agreed that this is a general release and is to be broadly construed as a release of all claims, provided that, notwithstanding the foregoing, this Paragraph expressly does not include a release of any claims that cannot be released hereunder by law. Plaintiff understands and expressly agrees that this Agreement extends to claims that he has against Defendant, of whatever nature and kind, known or unknown, suspected or unsuspected, vested or contingent, past, present, or future, arising from or attributable to an incident or event, occurring in whole or in part, on or before the execution of this Agreement. Any and all rights granted under any state or federal law or regulation limiting the effect of this Agreement, including the provisions of Section 1542 of the California Civil Code, ARE HEREBY EXPRESSLY WAIVED.

Section 1542 of the California Civil Code reads as follows:

> **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

5.2 <u>Released PAGA Claims by PAGA Employees:</u> Upon the Effective Date and Defendant's fulfillment of its payment obligations as set forth herein, Plaintiff, PAGA Employees, and the LWDA (to the extent Plaintiff is permitted to provide such a release for the State of California for the PAGA Period) shall be deemed to have released and forever discharged, for the duration of the PAGA Period, all claims for civil penalties under PAGA that were alleged, or reasonably could have been alleged, based on the facts asserted in the FAC and/or PAGA Notice, including, without limitation, all PAGA penalties and any attendant claims for attorneys' fees or costs under the PAGA relating to violations of California Labor Code sections 201, 202, 203, 218, 218.6, 226, 226.7, 510, 511, 512, 516, 558, 1194, 1197.1, 1198, 2698, 2699, and 2699.3.

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5.3 Dismissal of Arbitration With Prejudice. Within five (5) business days of payment of the Enhancement Award by the Administrator, Plaintiff shall (i) direct JAMS to dismiss the Arbitration with prejudice in its entirety. All parties to the Arbitration waive any claims for their fees or costs incurred in connection with the Arbitration.

6. TOTAL PAGA PAY PERIODS AND PAGA EMPLOYEES

6.1 Total PAGA Pay Periods and Total Number of PAGA Employees: Refresco represents that, during the PAGA Period, there were approximately 30,528 PAGA Pay Periods worked by the PAGA Employees. If it is determined that the total number of PAGA Pay Periods worked by the PAGA Employees exceeds 30,528 by more than 7.5 percent (7.5%) (*i.e.*, if it is greater than 32,818 PAGA Pay Periods) during the period between June 22, 2022 and October 18, 2025, then this Agreement shall be void unless Refresco increases the Gross Settlement Amount by a proportional basis based on the extent to which the actual PAGA Pay Periods exceed 32,818 (*i.e.*, if there is a 8.5% increase in the number of PAGA Pay Periods during the PAGA Period, Refresco would increase the Gross Settlement Amount by 1% should it elect to increase the Gross Settlement Amount rather than void this Agreement). At the time of the August 19, 2025 mediation, Defendant represented there are approximately 617 total PAGA Employees. The estimated number of PAGA Employees as of the date of this Agreement is 699.

7. MOTION FOR APPROVAL OF PAGA ACTION SETTLEMENT

7.1 Not later than 16 court days before the Approval Hearing date, Plaintiff will file in Court a motion for approval of the Settlement under Labor Code section 2699, subd. (1), and a Proposed Approval Order (collectively "Motion for PAGA Approval"). Plaintiff's Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for PAGA Approval.

7.2 Duty to Cooperate. If the Court does not grant Approval or conditions Approval on any material change to the Settlement (including, but not limited to, changes to the Basic Settlement Terms), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Approval, if possible. Nothing in this provision waives any Party's rights to terminate the Settlement as set forth in Paragraph 2.12 above. The Court's decision to award less than the amounts requested for the Enhancement Award, Plaintiff's Counsel Fees Payment, Plaintiff's Counsel Litigation Expenses Payment and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this Paragraph.

7.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

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8. ADDITIONAL PROVISIONS.

8.1 No Admission of Liability or Representative Manageability for Other Purposes. The Parties enter into this Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of continued litigation. Defendant generally and specifically denies any and all liability or wrongdoing with any of the claims alleged in the Action or that it has violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to its employees. Defendant further makes no concessions or admissions of liability of any sort, makes no concessions or admissions that any PAGA Employee is or was employed by Defendant, and contends that for any purpose other than settlement, the Action is not appropriate for representative treatment. Defendant asserts several defenses to the claims and has denied any wrongdoing or liability arising out of any of the alleged facts or conduct in the Action. The monies being paid as part of the settlement are genuinely disputed, and the Parties agree the provisions of Labor Code section 206.5 are not applicable to this Settlement. Neither this Agreement, nor any document referred to or contemplated herein, nor any action taken to carry out this Agreement, is or may be construed as, or may be used as an admission, concession, or indication by or against Defendant or any of the Released Parties of any fault, wrongdoing, or liability whatsoever. There has been no final determination by any court or arbitrator as to the merits of the claims asserted. Except as permitted by law, e.g. necessary in a proceeding to enforce the terms of this Settlement, this Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendant for the causes of action alleged in the Complaint or the FAC or to establish the existence of any condition constituting a violation of, or a non-compliance with federal, state, local or any other applicable law alleged in the Complaint or the FAC or released by this Settlement. Nor shall anything in this Agreement be construed or deemed as an admission by Defendant that the Action was properly brought as Private Attorney General Actions under PAGA. Finally, nothing in this Agreement or in the Approval Order shall be deemed a waiver of Defendant's right to enforce any alleged arbitration agreements of PAGA Employees in the future. The Parties agree that representative treatment is for purposes of this Settlement only.

8.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all written or oral representations, warranties, covenants, or inducements made to or by any Party. Nothing in this Agreement or provision or the Approval Order shall be deemed a waiver of Defendant's right to enforce the arbitration agreements of PAGA Employees in the future.

8.3 Attorney Authorization. Plaintiff's Counsel separately warrants and represent that they are authorized by Plaintiff to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

8.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

8.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

8.6 No Tax Advice. Neither Plaintiff, Plaintiff's Counsel, Defendant, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended) or otherwise.

8.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

8.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

8.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the State of California, without regard to conflict of law principles.

8.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

8.11 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

8.12 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

8.13 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

THE MYERS LAW GROUP, APC
David Myers
dmyers@myerslawgroup.com
Jason Hatcher
jhatcher@myerslawgroup.com
Cassandra A. Castro
ccastro@myerslawgroup.com
Andriana N. Bravo
abravo@myerslawgroup.com
9327 Fairway View Place, Suite 100
Rancho Cucamonga, CA 91730

To Defendant:

PROSKAUER ROSE LLP
Philippe A. Lebel, Esq.
plebel@proskauer.com
Dixie M. Morrison, Esq.
dmorrison@proskauer.com
2029 Century Park, Suite 2400
Los Angeles. CA 90067-3010

8.14 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (e.g., by DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterparts will be admissible in evidence to prove the existence and contents of this Agreement.

8.15 Stay of Litigation. The Parties agree that upon the execution of this Agreement all proceedings (both the Action and Arbitration) shall be stayed, except to effectuate the terms of this Agreement.

Dated: Dec 4, 2025

PLAINTIFF FRANCISCO GARCIA

Francisco Garcia (Dec 4, 2025 21:47:03 PST)

Francisco Garcia

Dated: 1/5/2026

DEFENDANT REFRESCO BEVERAGES US INC.

Shane Perkey

By: Shane Perkey

Approved as to legal form

Refresco Legal Dept

Approved as to form and content:

Dated: 12/08/25

THE MYERS LAW GROUP, A.P.C.

David Myers
Jason Hatcher
Cassandra A. Castro
Andriana N. Bravo
Attorneys for Plaintiff Francisco Garcia

Dated: 01/05/26

PROSKAUER ROSE LLP

Philippe A. Lebel
Dixie M. Morrison
Attorneys for Defendant Refresco Beverages US Inc.

EXHIBIT A

NOTICE OF PAGA SETTLEMENT AND RELEASE OF CLAIMS
Garcia v. Refresco Beverages US, Inc., San Bernardino Superior Court, Case No. CIVSB2313159

<<Name>>
<<Address>>
<<City>>, <<State>><<Zip Code>>
XX - XX - __ __ __ __

I. NOTICE OF PAGA SETTLEMENT

On [date of court approval], the San Bernardino County Superior Court (the "Court") approved a settlement in the above-captioned lawsuit filed by Francisco Garcia on behalf of himself and all other non-exempt employees who worked for Refresco Beverages USA Inc. ("Refresco" or the "Company") in manufacturing or production roles in California at any time(s) between June 22, 2022 and October 18, 2025 (the "PAGA Period").

In the lawsuit, Mr. Garcia sought to recover civil penalties for alleged violations of the California Labor Code on behalf of himself and other non-exempt manufacturing or production employees of Refresco in the shoes of the State of California under the California Labor Code Private Attorneys General Act (the "PAGA"). Specifically, Mr. Garcia alleged that Refresco had not provided himself and other non-exempt manufacturing or production employees of Refresco in California during the PAGA Period with all pay for overtime and/or double time worked, failed to provide compliant meal and/or rest breaks, failed to provide accurate itemized wage statements, and failed to pay all wages due upon termination. Refresco denied Mr. Garcia's allegations and maintained that it complied with California law.

The Court did not make a determination about the merits of Mr. Garcia's claims. However, in lieu of pursuing further litigation and trial, Mr. Garcia, his counsel, and the Company agreed to settle the lawsuit for the purposes of compromising and settling highly disputed claims and to avoid the cost and operational burden of continued litigation.

You are receiving this Notice and the enclosed payment because you are in the group of employees referred to as "PAGA Employees" in the above settlement and, accordingly, you are entitled to pro rata portion of the amount recovered as part of the settlement to be paid to employees. Your enclosed payment was calculated based on the number of pay periods that you worked for Refresco in California during the PAGA Period as a non-exempt manufacturing or production employee.

II. INDIVIDUAL PAGA PAYMENT

The enclosed check represents your individual share of the Settlement. Each Individual PAGA payment was calculated on a pro rata basis (i.e., proportional) based on the number of pay periods worked by each PAGA Employee in the PAGA Period. Your individual PAGA payment has been calculated at $[AMOUNT PAID TO THIS EMPLOYEE].

Please Note: One hundred percent (100%) of your enclosed settlement payment is being reported as penalties; may be subject to local, state, or federal taxes; and will be reported to the Internal Revenue Service and state tax authorities. You should rely on your own tax advisors as to the tax consequences, if any, of your enclosed payment. Neither Mr. Garcia, his counsel, the Company, its counsel, nor the Court have made any representations or warranties regarding the taxation of your enclosed payment. Nothing within this notice or any other communication shall constitute or be construed or relied upon as tax advice within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10).

III. RELEASE

The Court has approved the Parties' Private Attorneys General Act Settlement Agreement and Release of Claims ("Settlement"). All PAGA Employees, including you, are deemed to have released and forever discharged, for the duration of the PAGA Period, all claims for civil penalties under PAGA that were alleged, or reasonably could have been alleged, based on the facts asserted in Mr. Garcia's First Amended Complaint and/or written notice and supplemental written notice to the California Labor and Workforce Development Agency, including, without limitation, all PAGA penalties and any attendant claims for attorneys' fees or costs under the PAGA relating to violations of California Labor Code sections 201, 202, 203, 218, 218.6, 226, 226.7, 510, 511, 512, 516, 558, 1194, 1197.1, 1198, 2698, 2699, and 2699.3. ("PAGA Released Claims")

Based upon the Court's Order approving the Settlement, all PAGA Employees covered by this Settlement (including you) are barred from proceeding with any of the PAGA Released Claims released by this Settlement.

IV. SETTLEMENT ADMINISTRATOR

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

You may call the Settlement Administrator, Phoenix Settlement Administrators, at [ADMINISTRATOR INFO] with any questions.

Settlement checks will be void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall direct all unclaimed funds to the California State Controller's Office under the unclaimed property laws in the name of the PAGA Employee to whom the check was issued. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.