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Attorneys for Plaintiff Francisco Garcia,
and all others similarly situated

SUPERIOR COURT FOR THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

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

Plaintiff,

v.

REFRESCO BEVERAGES US, INC., a
Georgia Corporation; and DOES 1 through
100, inclusive

Defendants.

Case No. CIVSB2313159

Assigned To: Hon. Christian Towns

**DECLARATION OF FRANCISCO
GARCIA IN SUPPORT OF MOTION
FOR APPROVAL OF PAGA
SETTLEMENT**

Dept.: S26

Complaint Filed: June 8, 2023
FAC Filed: September 5, 2023

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I, Francisco Garcia, declare as follows:

1. I am an individual over 18 years of age. I have personal knowledge of the facts set
below and if called to testify I could and would do so competently.

2. I worked as a non-exempt, hourly-paid employee for Refresco Beverages US, Inc. (the “Company”) in California from approximately August 2020 to December 2022.

3. During my employment with Defendant, I worked shifts in excess of eight (8) hours per day and in excess of twelve (12) hours in a workday.

4. During my employment with Defendant, I was paid shift differential pay and “GTL and” compensation in addition to my regular compensation.

5. I am submitting this declaration in support of the Motion for Approval of PAGA
 ment.

6. I initiated contact with The Myers Law Group, A.P.C. to discuss issues concerning employment with Defendant. I was concerned that Defendant did not properly pay for all my work and was not properly providing rest periods. I was actively involved in this action. I participated in all aspects of this litigation, including the early investigation period before the lawsuit was filed, providing areas of inquiry to my attorneys, providing my attorneys with copies of my personnel records and information, and attending attorney meetings and multiple telephonic conferences.

7. I spoke to my attorneys and their staff on numerous occasions to educate my employees about Defendant's policies and practices regarding the payment of wages, meal and rest breaks, and timekeeping practices. I communicated with my counsel regularly throughout this period. Further on August 19, 2025, I participated in the mediation with mediator Steve Pearl,

8. I understand that I am the named plaintiff and representative in the action of *Garcia v. Esco Beverages US, Inc.*, San Bernardino Superior Court, Case No: CIVSB2313159. In words, I understand that I am responsible for representing the interests of the California Workforce Development Agency (“LWDA”) and aggrieved employees. Further, I

1 understand that this action was brought on behalf of other similarly situated hourly employees who
2 worked for Defendant in the State of California, and thus I am acting as a representative for the
3 aggrieved employees. I understand that this means I always consider the interest of the LWDA
4 and aggrieved employees just as I would consider my own interests and put the interests of the
5 LWDA and aggrieved employees first in this case. I recognize and accept that any resolution of
6 the lawsuit is subject to court approval and must be designed in the best interest of the LWDA and
7 aggrieved employees, and that I would/did follow the progress of the lawsuit and did provide all
8 relevant facts to my lawyers. I do believe that the settlement before this Court is in the best interest
9 of the LWDA and aggrieved employees.

10 9. I believe that the Private Attorneys General Act Settlement Agreement and Release
11 of Claims in the gross amount of \$550,000.00 obtained on behalf of the LWDA and aggrieved
12 employees in this case is excellent in view of the complex and varied issues involved with the case.
13 Accordingly, I strongly support the settlement in this matter. When I was contemplating
14 settlement, I always kept the best interests of the LWDA and aggrieved employees in mind over
15 my own and I was not willing to settle the matter until I felt it was in the best interest of the LWDA
16 and aggrieved employees.

17 10. After the mediation on August 19, 2025, my attorneys provided me with a copy of
18 the settlement agreement, which I completely and carefully reviewed. I then signed the settlement
19 agreement and returned it to my attorneys.

20 11. I accepted the potential risk of being liable for the opposing parties' costs if this
21 lawsuit was unsuccessful. I have accepted the stigma of being a PAGA representative in a wage
22 and hour dispute which potentially affected my future employability.

23 12. It is my opinion that the \$15,000.00 request for my representative service award
24 and general release is fair, reasonable, and adequate. Currently pending in arbitration is my
25 individual wage and hour claims, pursuant to this Court's November 2, 2023, Order. Those
26 individual claims will be released as part of this settlement. I actively pursued this PAGA case and
27 these PAGA claims and I have accepted the potential risk of being liable for the opposing parties'
28 costs if we were unsuccessful in this lawsuit. I do understand that the service award, or amount, is

1 not guaranteed and believe the requested amount is fair and reasonable in light of my work
2 experience and the fact that I am giving up my rights to sue Defendant as part of this settlement
3 by signing a general release pursuant to Civil Code §1542.

4 13. While I truly believe that I was doing the right thing in pursuing this case, I do
5 believe that I have paid a price for the greater good of other employees, who will now obtain
6 concrete relief through the terms of the proposed settlement.

7 14. I support the attorneys' request for fees as I believe the combined fee request of
8 one-third of \$550,000.00, or the amount of \$183,333.33, is fair and reasonable. I believe that the
9 reimbursement of litigation costs of \$14,765.98, exclusive of Settlement Administration Costs, is
10 reasonable in light of the excellent work and favorable result my attorneys achieved.

11 15. I have discussed the terms of the settlement with my attorneys, as well as reviewed
12 the settlement agreement, and based on the information provided, I believe the settlement to be
13 fair, adequate, and reasonable for the LWDA and aggrieved employees and me.

14 I declare under penalty of perjury under the laws of the State of California that the
15 foregoing is true and correct.

16 Dated: Jan 26, 2026

17 By: 
18 Francisco Garcia (Jan 26, 2026 22:12:13 PST)
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