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SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN BERNARDINO  
SAN BERNARDINO DISTRICT

JUN 12 2023

BY   
JESSICA MORALES, DEPUTY

FILED

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

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ANTHONY ROBLES and DAVID CHAVEZ,  
individually and on behalf of all others  
similarly situated,

Plaintiff,

vs.

PEPSICO BEVERAGE SALES, LLC;  
BOTTLING GROUP, LLC; CB  
MANUFACTURING COMPANY, INC.; and  
DOES 1 through 20, inclusive,

Defendants.

Case No. CIVSB2204715

Assigned for all purposes to  
Hon. David Cohn  
Dept. S26

**[PROPOSED] ORDER GRANTING  
PRELIMINARY APPROVAL OF CLASS  
ACTION SETTLEMENT**

Date: June 12, 2023  
Time: 10:00 a.m.  
Dept: S-26

1           WHEREAS, the above-entitled action is pending before this Court as a putative class  
2 action (the "Action");

3           WHEREAS, Plaintiff Anthony Robles and Plaintiff David Chavez ("Plaintiffs"),  
4 individually and on behalf of all others similarly situated and on behalf of the general public have  
5 applied to this Court for an order preliminarily approving the settlement of the Action in  
6 accordance with the Joint Stipulation for Settlement (the "Settlement" or "Agreement") entered  
7 into by Plaintiffs and Defendants Bottling Group, LLC; PepsiCo Beverage Sales, LLC; and CB  
8 Manufacturing Company, Inc. ("Defendants") which sets forth the terms and conditions for a  
9 proposed settlement upon the terms and conditions set forth therein (Plaintiffs and Defendants  
10 shall be collectively referred to herein as the "Parties"); and

11           WHEREAS, the Court has read and considered Plaintiffs' Motion for Preliminary  
12 Approval of Class Action Settlement.

13           NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED  
14 THAT:

15           1.       This Order incorporates by reference the definitions in the Settlement attached as  
16 Exhibit A to the Declaration of Namrata Kaur in Support of Plaintiffs' Motion for Preliminary  
17 Approval of Class Action Settlement and all terms defined therein shall have the same meaning in  
18 this Order.

19           2.       It appears to the Court on a preliminary basis that (a) the Settlement is fair,  
20 adequate and reasonable; (b) the Gross Settlement Amount and Net Settlement Amount are fair,  
21 adequate and reasonable when balanced against the probable outcome of further litigation relating  
22 to liability and damages issues; (c) sufficient investigation and research have been conducted such  
23 that counsel for the Parties at this time are able to reasonably evaluate their respective positions;  
24 (d) settlement at this time will avoid additional costs by all Parties, as well as avoid the delay and  
25 risks that would be presented by the further prosecution of the Action; and (e) the Settlement has  
26 been reached as the result of non-collusive, arms-length negotiations.

27           3.       With respect to the Class and for purposes of proceeding pursuant to California  
28 Code of Civil Procedure § 382 for approval of the settlement only, the Court finds on a

1 preliminary basis that (a) Class Members are ascertainable and so numerous that joinder of all  
2 Class Members is impracticable; (b) there are questions of law and fact common to the Class that  
3 predominate over any questions affecting only individual Class Members; (c) Plaintiffs' claims  
4 are typical of the Class' claims; (d) class certification is a superior method for implementing the  
5 Settlement and adjudicating this Action in a fair and efficient manner; (e) the Class  
6 Representatives can fairly and adequately protect the Class' interests; and (f) Class Counsel are  
7 qualified to serve as counsel for the Class.

8         4.         Accordingly, solely for purposes of effectuating this Settlement, this Court hereby  
9 conditionally certifies the class for settlement purposes only. The Class is defined as *Robles v.*  
10 *PepsiCo Beverage Sales, LLC*, Case No. CIVSB2204715 and *Chavez v. Bottling Group, LLC*,  
11 JCCP Case No. 5237 on January 1, 2020, and ending on December 31, 2022, excluding the time  
12 period released in *Stevens v. PepsiCo, Inc. et al.*, Case No. 22-cv-00802 (S.D.N.Y) (*i.e.*,  
13 December 5, 2021 through and including April 8, 2022).

14         5.         Plaintiffs David Chavez and Anthony Robles is hereby preliminarily appointed and  
15 designated, for all purposes, as the Class Representatives and the attorneys of Aegis Law Firm, PC  
16 and Rastegar Law Group, APC are hereby preliminarily appointed and designated as counsel for  
17 the Class ("Class Counsel"). Class Counsel is authorized to act on behalf of the Class Members  
18 with respect to all acts or consents required by, or which may be given pursuant to, the Settlement,  
19 and such other acts reasonably necessary to consummate the Settlement. Any Class Member may  
20 enter an appearance either personally or through counsel of such individual's own choosing and at  
21 such individual's own expense. Any Class Member who does not enter an appearance or appear on  
22 his or her own will be represented by Class Counsel.

23         6.         Should, for whatever reason, the Settlement not become final, the fact that the  
24 Parties were willing to stipulate to certification of the Class as part of the Settlement shall have no  
25 bearing on, nor be admissible in connection with, the issue of whether a class should be certified in  
26 a non-settlement context.

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1           7.       The Court hereby preliminarily approves the definition and disposition of the Gross  
2 Settlement Amount and Net Settlement Amount and related matters provided for in the Settlement,  
3 subject to modification at final approval.

4           8.       The Court hereby preliminarily approves Class Counsel attorneys' fees of  
5 \$416,666.67, Class Counsel litigation expenses not to exceed \$40,000.00, an Incentive Award up  
6 to \$5,000.00 to each Plaintiff, payment to the LWDA in the amount of \$35,000.00, and costs of  
7 administration not to exceed \$50,000.00, subject to final approval.

8           9.       The Court hereby approves, as to form and content, the Class Notice, to be  
9 distributed to Class Members. The Court finds that distribution of the Class Notice, substantially in  
10 the manner and form set forth in the Settlement and this Order, meets the requirements of due  
11 process, is the best notice practicable under the circumstances, and shall constitute due and  
12 sufficient notice to all persons entitled thereto.

13          10.       The Court hereby appoints Phoenix Class Action Administration Solutions as  
14 Settlement Administrator and hereby directs the Settlement Administrator to mail or cause to be  
15 mailed to Class Members the Class Notice using the procedures set forth in the Settlement  
16 Agreement. Class Members who wish to participate in the settlement provided for by the Settlement  
17 Agreement do not need to respond to the Class Notice.

18          11.       All costs of mailing of the Class Notice, whether foreseen or not, shall be paid  
19 from the Gross Settlement Amount, including the cost of searching for Class Members' addresses  
20 as provided in the Settlement, and all other reasonable costs of the Settlement Administrator up  
21 to \$50,000.00 as provided in the Settlement.

22          12.       Any Class Member may choose to opt-out of and be excluded from the Class as  
23 provided in the Class Notice. Any such person who chooses to opt-out of and be excluded from the  
24 Class will not be entitled to any recovery under the Settlement and will not be bound by the  
25 Settlement or have any right to object, appeal or comment thereon. Class Members who have not  
26 requested exclusion/opted-out shall be Participating Class Members and bound by all  
27 determinations of the Court, the Settlement, and the Final Judgment.

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1           13.     A Final Fairness and Approval Hearing shall be held before this Court on June 12,  
2 2023 at 10:00 a.m. in Department S26 of the Superior Court for the State of California, County of  
3 San Bernardino, located at 247 W. Third Street, San Bernardino, California 92415. All papers in  
4 support of final approval and related awards for fees, costs, and Plaintiff's incentive award must be  
5 filed and served at least 16 court days before the final approval hearing.

6           14.     Any Participating Class Member must object to the Settlement by following the  
7 instructions for submitting written objections that are set forth in the Settlement Agreement and  
8 Class Notice, and may appear at the Final Fairness and Approval Hearing. The Court shall retain  
9 final authority with respect to the consideration and admissibility of any objections. Any  
10 Participating Class Member who objects to the Settlement shall be bound by the order of the Court.

11           15.     The Settlement is not a concession or admission, and shall not be used against the  
12 Released Parties, as an admission or indication with respect to any claim of any fault or omission  
13 by the Released Parties. Whether or not the Settlement is finally approved, neither the Settlement,  
14 nor any document, statement, proceeding or conduct related to the Settlement, nor any reports or  
15 accounts thereof, shall in any event be construed as, offered or admitted in evidence as, received as  
16 or deemed to be evidence of a presumption, concession, indication or admission by Defendant of  
17 any liability, fault, wrongdoing, omission, concession or damage in the Action, or in any other  
18 action or proceeding, except for purposes of enforcing the Settlement once it receives final approval.

19           16.     Pending the Final Approval and Fairness Hearing, all proceedings in this Action,  
20 other than proceedings necessary to carry out or enforce the terms of the Settlement and this Order,  
21 are hereby stayed.


22           17.     Jurisdiction is hereby retained over this Action, the Parties to the Action, and each  
23 of the Class Members for all matters relating to this Action, and this Settlement, including  
24 (without limitation) all matters relating to the administration, interpretation, effectuation, and/or  
25 enforcement of this Settlement and this Order.

26           18.     The Court reserves the right to adjourn or continue the date of any hearing and all  
27 dates provided for in the Settlement without further notice to Class Members, and retains  
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jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

DATED: 6/17/22

  
Honorable David Cohn  
JUDGE OF THE SUPERIOR COURT