

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO

FEB 20 2024

By K. Collier
KRISTEN COLLIER, Deputy

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

ROBERT JORDAN, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

MONDELEZ GLOBAL LLC, a Delaware
limited liability company; and DOES 1
through 50, inclusive,

Defendants.

Case No.: CIVSB2202758

[Assigned for all purposes to the Hon. Jessica
Morgan, Department S-26]

**FINAL JUDGMENT AND ORDER OF
DISMISSAL WITH PREJUDICE**

Complaint Filed: February 4, 2022

FINAL JUDGMENT AND ORDER OF DISMISSAL WITH PREJUDICE

1 This matter having come before the Court for hearing pursuant to the Order of this Court
2 dated October 6, 2023, for final approval of the settlement set forth in the Joint Stipulation of
3 Class and Representative Action Settlement (“Stipulation” or “Settlement”), and due and adequate
4 notice having been given to the Class Members as required in said Order, and the Court having
5 considered all papers filed and proceedings had herein and otherwise being fully informed of the
6 premises and good cause appearing therefor, it is

7

8 ORDERED, ADJUDGED AND DECREED THAT:

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10 1. All terms used herein shall have the same meaning as defined in the Stipulation.

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12 2. This Court has jurisdiction over the subject matter of this litigation and over all
13 Parties to this litigation, including all Class Members.

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15 3. Distribution of the Notice directed to the Class Members as set forth in the
16 Stipulation and the other matters set forth therein has been completed in conformity with the
17 Preliminary Approval Order, including individual notice to all Class Members who could be
18 identified through reasonable effort, and was the best notice practicable under the circumstances.
19 This Notice provided due and adequate notice of the proceedings and of the matters set forth
20 therein, including the proposed settlement set forth in the Stipulation, to all persons entitled to
21 such Notice, and the Notice fully satisfied the requirements of due process. No Class Members
22 objected to the Settlement. Two (2) Class Members opted out of the Settlement.

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24 4. This Court hereby approves the settlement set forth in the Stipulation and finds that
25 the Settlement is in all respects fair, adequate and reasonable, and directs the Parties to effectuate
26 the Settlement according to its terms. The Court finds that the Settlement has been reached as a
27 result of intensive, serious and non-collusive arms-length negotiations. The Court further finds

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1 that the Parties have conducted extensive and costly investigation and research and counsel for the
2 Parties are able to reasonably evaluate their respective positions. The Court also finds that
3 settlement at this time will avoid additional substantial costs, as well as avoid the delay and risks
4 that would be presented by the further prosecution of the Action. The Court has reviewed the
5 monetary recovery that is being granted as part of the Settlement and recognizes the significant
6 value to the Class and to the Aggrieved Employees of that monetary recovery. The Court finds
7 that the Class is properly certified as a class for settlement purposes only.
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9 5. For purposes of this Judgment, the term “Class” means “All non-exempt employees
10 employed by, or formerly employed by, Mondelēz Global LLC, in the positions of driver,
11 warehouse associate, stockhandler, combo driver/warehouse associate, combo stock driver, combo
12 stockhandler, working foreperson, foreman, and related positions in the State of California during
13 the Class Period. The Term “Class Period” means the time period beginning on February 4, 2018
14 and ending on August 31, 2023. To the extent an individual is a member of both the Class in this
15 Action and the putative class in the action entitled *Sauceda v. Mondelez Global LLC*, San
16 Bernardino Superior Court, Case No. CIVSB2114460, the pay periods in which they were a
17 member of the *Sauceda* putative class shall be excluded from this Settlement.
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19 7. The term “Settlement Class Member” means a Class Member who has not timely
20 and validly requested exclusion from the Settlement.
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22 8. As of the Effective Date, each and every Released Claim of each and every
23 Settlement Class Member is and shall be deemed to be conclusively released as against the
24 Released Parties. All Settlement Class Members as of the Effective Date are hereby forever
25 barred and enjoined from prosecuting the Released Claims against the Released Parties. The
26 Court further finds that the federal Fair Labor Standards Act claims for all Settlement Class
27 Members are released under the doctrine of *res judicata* as described in *Rangel v. PLS Check*
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1 *Cashers of California, Inc.*, 899 F.3d 1106 (9th Cir. 2018), regardless of whether a Settlement
2 Class Member endorses and cashes his or her settlement check. Additionally, as of the Effective
3 Date, each and every PAGA claim falling within the definition of the Released Claims of each and
4 every Aggrieved Employee is and shall be deemed to be conclusively released as against the
5 Released Parties. All Aggrieved Employees as of the Effective Date are hereby forever barred and
6 enjoined from prosecuting any PAGA claims falling within the definition of Released Claims
7 against the Released Parties. Finally, as of the Effective Date, each and every claim falling within
8 the General Release agreed to by Named Plaintiff in the Settlement is and shall be deemed to be
9 conclusively released as against the Released Parties. Name Plaintiff as of the Effective Date is
10 hereby forever barred and enjoined from prosecuting any claims falling within the General
11 Release against the Released Parties.

12
13 9. The Stipulation and Settlement are not an admission by Mondelēz Global or any of
14 the other Released Parties, nor is this Final Judgment a finding, of the validity of any claims in the
15 Action or of any wrongdoing by Mondelēz Global or any of the other Released Parties. Neither
16 this Final Judgment, the Stipulation, nor any document referred to herein, nor any action taken to
17 carry out the Stipulation is, may be construed as, or may be used as an admission by or against
18 Mondelēz Global or any of the other Released Parties of any fault, wrongdoing, or liability
19 whatsoever. The entering into or carrying out of the Stipulation, and any negotiations or
20 proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an
21 admission or concession with regard to the denials or defenses by Mondelēz Global or any of the
22 other Released Parties and shall not be offered in evidence in any action or proceeding against
23 Mondelēz Global or any of the Released Parties in any court, administrative agency or other
24 tribunal for any purpose whatsoever other than to enforce the provisions of this Final Judgment,
25 the Stipulation, or any related agreement or release. Notwithstanding these restrictions, any of the
26 Released Parties may file in the Action or in any other proceeding the Final Judgment, Stipulation,
27 or any other papers and records on file in the Action as evidence of the Settlement to support a

1 defense of *res judicata*, collateral estoppel, release, or other theory of claim or issue preclusion or
2 similar defense as to the Released Claims.

3
4 10. The Court hereby dismisses the Action on the merits and with prejudice against the
5 Named Plaintiff and all Settlement Class Members and Aggrieved Employees in favor of
6 Mondelēz Global and without costs or attorneys' fees to any of the Parties as against any other
7 settling party, except as provided for in the Stipulation. The dismissal of this Action expressly
8 encompasses the dismissal on the merits and with prejudice of the PAGA Action entitled *Jordan*
9 *v. Mondelēz Global LLC*, Case No. CIVSB2206168 that the Court had previously consolidated
10 with the class action portion of this Action on November 2, 2022.

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12 11. The Court hereby awards Class Counsel attorneys' fees ("Attorneys' Fees Award")
13 in the amount of \$366,666.66 and costs ("Costs Award") in the amount of \$13,801.77. Class
14 Counsel shall not be entitled to any other award of attorneys' fees or costs in any way connected
15 with this Action or any related Action, including the PAGA Action. The Court also hereby
16 approves an Incentive Award to the Named Plaintiff in the amount of \$10,000.00. The Court
17 approves payment to the LWDA in the amount of \$37,500.00. The Court also approves the
18 payment of claims administration expenses in the amount of \$10,000.00. Any separate appeal
19 from the portion of this Judgment as to the Attorneys' Fees Award shall not operate to terminate
20 or cancel the Stipulation or otherwise affect the finality of this Judgment.

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22 12. After administration of the Settlement has been completed in accordance with the
23 Stipulation and all amounts calculated, and in no event later than one hundred and eighty (180)
24 days after the Effective Date, Mondelēz Global shall file a report with this Court certifying
25 compliance with the terms of the Settlement.

1 13. Plaintiff's Motion for Final Approval of Class and Representative Action
2 Settlement and Motion for Attorneys' Fees and Costs and Class Representative Incentive Award is
3 hereby granted, and the Court directs that a judgment shall be entered in accordance with the terms
4 of this Order.

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6 14. Judgment in this matter is entered in accordance with the terms of the Stipulation,
7 the Court's Preliminary Approval Order, and this Final Approval Order against Defendant
8 Mondelēz Global LLC in favor of Named Plaintiff and the Class Members. This document shall
9 constitute a Judgment for purposes of California Rule of Court 3.769(h). This Judgment is
10 intended to be a final disposition of the above-captioned action in its entirety, and is intended to be
11 immediately appealable.

12
13 15. The Court finds that the Stipulation is in good faith and constitutes a fair,
14 reasonable and adequate compromise of the Released Claims against Mondelēz Global and the
15 other Released Parties.

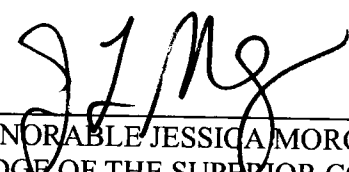
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17 16. Without affecting the finality of this Final Judgment in any way, this Court hereby
18 retains continuing jurisdiction with respect to all matters related to the interpretation,
19 implementation, and enforcement of the Settlement and all orders and judgments entered in
20 connection therewith, as well as and any and all claims, asserted in, arising out of, or related to the
21 subject matter of the Action, including but not limited to all matters related to the Settlement and
22 the determination of all controversies relating thereto.

23
24 17. If the Settlement does not become final and effective in accordance with the terms
25 of the Stipulation, resulting in the return and/or retention of the Settlement Fund to Mondelēz
26 Global consistent with the terms of the Settlement, then this Final Judgment and all orders entered
27 in connection herewith shall be rendered null and void and shall be vacated.

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Dated:

2/20/25


HONORABLE JESSICA MORGAN
JUDGE OF THE SUPERIOR COURT