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**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

**DECLARATION OF JEREMY ROMERO RE
SETTLEMENT NOTICE ADMINISTRATION**

Complaint Filed: February 4, 2022
Trial Date: None Set

1 I, Jeremy Romero, declare as follows:

2 1. I am a Senior Case Manager at CPT Group (“CPT”), the Court appointed Claims
3 Administrator for *Jordan v. Mondelēz Global LLC*, Superior Court of the State of California for
4 the County of San Bernardino, Case No. CIVSB2202758 (the “Action”). I have personal
5 knowledge of the facts stated herein and, if called upon to testify, I could and would testify
6 competently to such facts.

7 2. CPT was selected by the Parties to provide notice of the Settlement and perform
8 class administration duties in this Action. Pursuant to the Joint Stipulation of Class and
9 Representative Action Settlement (“Agreement”) for this matter, CPT was responsible for: (i)
10 preparing, printing, and mailing the Notice of Settlement of Class and Representative Action
11 (“Notice”); (ii) responding to inquiries from Class Members; (iii) determining the validity of
12 letters indicating a request to be excluded from the settlement (“Requests for Exclusion”),
13 written objections to the settlement (“Objections”), and/or disputes submitted by Class Members;
14 (iv) calculating the Payout Fund and the Individual Class Settlement Awards to Class Members;
15 (v) calculating and issuing the Individual PAGA Penalty Payments and distributing them to
16 Aggrieved Employees; (vi) issuing the payment to Class Counsel for attorneys’ fees and costs,
17 the Incentive Award to Plaintiff, and the employer/employee payroll taxes to the appropriate
18 taxing authorities; and (vii) such other tasks as set forth in the Agreement or as the Parties
19 mutually agree or as the Court orders.

20 3. On October 30, 2023, CPT received a data file from Defense Counsel that
21 contained each Class Member’s name, most recent mailing address and telephone number, social
22 security number, the respective number of pay periods each Class Member worked during the
23 Class Period as a driver, warehouse associate, stockhandler, combo driver/warehouse associate,
24 combo stock driver, combo stockhandler, working foreperson, foreman, or similar position, and
25 the respective number of pay periods each Class Member worked during the PAGA Period as a
26 driver, warehouse associate, stockhandler, combo driver/warehouse associate, combo stock
27 driver, combo stockhandler, working foreperson, foreman, or similar position (“Class List”).
28

1 4. The final mailing list contained three hundred seven (307) individuals identified
2 as Class Members.

3 5. On November 14, 2023, CPT conducted a National Change of Address
4 (“NCOA”) search in an attempt to update the class list of addresses as accurately as possible. A
5 search of this database provides updated addresses for any individual who has moved in the
6 previous four (4) years and notified the U.S. Postal Service of their change of address.

7 6. On November 20, 2023, CPT mailed the Notice via U.S. first class mail to all
8 three hundred seven (307) Class Members on the Class List. A true and correct copy of the
9 mailed Notice is attached hereto as **Exhibit A**.

10 7. As of the date of this declaration, eleven (11) Notices have been returned to CPT.
11 Zero (0) Notices were returned with a forwarding address. For the eleven (11) Notices returned
12 from the Post Office without a forwarding address, CPT attempted to locate a current mailing
13 address using Accurint, one of the most comprehensive address databases available for skip
14 tracing. Of the eleven (11) Notices that were skip traced, eight (8) updated addresses were
15 obtained and the Notice was promptly re-mailed to those Class Members via first class mail.
16 Additionally, four (4) Notices were re-mailed at the request of the Class Members, and two (2)
17 Notices were forwarded by the Post Office.

18 8. As of the date of this declaration, three (3) Notices remain undeliverable since an
19 updated address could not be obtained via skip trace.

20 9. As of the date of this declaration, CPT has received two (2) valid Requests for
21 Exclusion from Class Members — Leeshae Arzu and Jonathan Aguilar. The deadline to request
22 exclusion from the Settlement was December 20, 2023.

23 10. As of the date of this declaration, CPT has received zero (0) Notices of Objection
24 from Class Members. The deadline for objecting to the Class Settlement was December 20,
25 2023.

26 11. As of the date of this declaration, CPT has received zero (0) disputes from Class
27 Members. The deadline for submitting a dispute was December 20, 2023.

1 12. There are three hundred five (305) Class Members who did not submit timely and
2 valid Requests for Exclusion and are therefore deemed Settlement Class Members, representing
3 99.35% of the Class.

4 13. Based on the Class List, Settlement Class Members worked a collective total of
5 forty-four thousand six hundred twenty-five (44,625) pay periods during the Class Period, as a
6 non-exempt employee in the positions of driver, warehouse associate, stockhandler, combo
7 driver/warehouse associate, combo stock driver, combo stockhandler, working foreperson,
8 foreman, and related positions. Each pay period is valued at approximately \$14.56.

9 14. The Payout Fund of \$662,031.57 available to pay Settlement Class Members was
10 determined by subtracting the requested Class Counsel attorneys' fees (\$366,666.66) and
11 requested litigation costs (\$13,801.77), requested Incentive Award to Plaintiff Robert Jordan
12 (\$10,000.00), requested Labor and Workforce Development Agency ("LWDA") payment
13 (\$37,500.00), and the requested claims administration expenses (\$10,000.00) from the
14 Settlement Fund (\$1,100,000.00).

15 15. Based upon the calculations stipulated in the Settlement, the highest Individual
16 Class Settlement Award to be paid is approximately \$4,191.93, the lowest Individual Class
17 Settlement Award to be paid is approximately \$14.56, while the average Individual Class
18 Settlement Award to be paid is approximately \$2,129.61. Settlement Class Members will be
19 issued payment of their Individual Class Settlement Award subject to reduction for the
20 employee's share of taxes and withholdings with respect to the wages portion of the Individual
21 Class Settlement Award. Pursuant to the Settlement, Defendant has agreed to fund the employer-
22 side taxes in addition to the Settlement Fund.

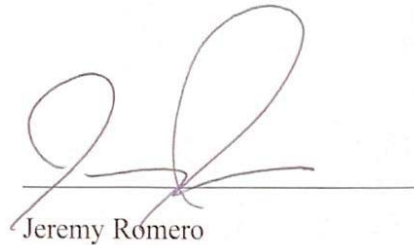
23 16. \$50,000.00 of the Settlement Fund has been allocated toward penalties under the
24 Private Attorneys General Act ("PAGA Payment"), of which 75%, or \$37,500.00, shall be paid
25 to the LWDA, and 25%, or \$12,500.00, shall be paid to Aggrieved Employees who were
26 employed by Defendant during the PAGA Period. Based on the Class List, there are three
27 hundred seven (307) Aggrieved Employees who worked a total of twenty thousand thirty-one
28 (20,031) pay periods during the PAGA Period, as a non-exempt employee in the positions of

1 driver, warehouse associate, stockhandler, combo driver/warehouse associate, combo stock
2 driver, combo stockhandler, working foreperson, foreman, and related positions. The highest
3 Individual PAGA Penalty to be paid is approximately \$84.24, the lowest Individual PAGA
4 Penalty to be paid is \$0.62 and the average Individual PAGA Penalty to be paid is approximately
5 \$40.72.

6 17. CPT's costs associated with the administration of this matter are \$10,000.00. This
7 includes all costs incurred to date, as well as estimated costs involved in completing the
8 settlement distribution. A true and correct copy of the invoice from CPT is attached hereto as
9 **Exhibit B.**

10 I declare under penalty of perjury of the laws of the State of California that the foregoing
11 is true and correct. Executed this 25th day of January 2024, at Irvine, California.

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Jeremy Romero

EXHIBIT “A”

NOTICE OF SETTLEMENT OF CLASS AND REPRESENTATIVE ACTION (“NOTICE”)*Jordan v. Mondelēz Global LLC*

Superior Court of the State of California for the County of San Bernardino,
Case No. CIVSB2202758

The San Bernardino County Superior Court (“Court”) authorized this Notice to be sent by CPT Group (“Claims Administrator”). This is not an advertisement or a solicitation from a lawyer.

TO: Any and all non-exempt employees employed by, or formerly employed by, Mondelēz Global LLC (“Mondelēz Global” or “Defendant”), in the positions of driver, warehouse associate, stockhandler, combo driver/warehouse associate, combo stock driver, combo stockhandler, working foreperson, foreman, and related positions in the State of California from February 4, 2018 through August 31, 2023 (“Class Period”).

PLEASE READ THIS ENTIRE NOTICE CAREFULLY. IT MAY AFFECT YOUR LEGAL RIGHT TO A MONETARY SETTLEMENT ARISING OUT OF YOUR EMPLOYMENT BY MONDELÉZ GLOBAL DURING THE CLASS PERIOD.

DO NOTHING	If you do nothing, you will receive payment from the Settlement , will <u>lose</u> any rights to separately sue Defendant and all Defendant-related persons and entities for the same legal claims made in the lawsuit, and will release all claims covered by the Settlement. The estimated amount of your settlement payment is discussed below. To receive your settlement payment, all you need to do is keep the Claims Administrator informed of your current mailing address. Once the Court grants final approval of the Settlement, the Claims Administrator will mail your check to the address on file for you.
EXCLUDE YOURSELF (Deadline: December 20, 2023)	If you ask to be excluded from the class settlement, you will receive no payment from the class settlement , but you will <u>keep</u> any rights you may have to sue Defendant and Defendant-related persons and entities separately for the class claims made in this lawsuit. However, you may not request exclusion from the settlement of the PAGA claims. Important: You cannot ask to be excluded <u>and</u> still receive a class settlement payment, but if you ask to be excluded, you will still receive a PAGA settlement payment.
OBJECT (Deadline: December 20, 2023)	If you do not like the class settlement, you can send a written objection to the Claims Administrator by the deadline about why you don’t agree with the Settlement. Objecting to the Settlement will not exclude you from the Settlement. The Court may or may not agree with your objection. However, you may not object to the settlement of the PAGA claims. If your objection is overruled, you will still be bound by the terms of the Settlement and will receive a settlement payment. Important: If you object to the Settlement, you cannot also ask to be excluded.

THIS NOTICE WILL EXPLAIN THE ABOVE OPTIONS IN MORE DETAIL AND INFORM YOU OF IMPORTANT, TIME-SENSITIVE DEADLINES FOR EACH OPTION.

The Class Members include all non-exempt employees employed by, or formerly employed by, Mondelēz Global LLC, in the positions of driver, warehouse associate, stockhandler, combo driver/warehouse associate, combo stock driver, combo stockhandler, working foreperson, foreman, and related positions in the State of California any time during the Class Period.

PLEASE READ THIS NOTICE CAREFULLY. MONDELÉZ GLOBAL'S RECORDS SHOW YOU MAY BE A CLASS MEMBER. YOUR RIGHTS MAY BE AFFECTED BY THE LEGAL PROCEEDINGS IN THIS ACTION.

I. INTRODUCTION

If you were employed by Mondelēz Global in California as a driver, warehouse associate, stockhandler, combo driver/warehouse associate, combo stock driver, combo stockhandler, working foreperson, foreman, or similar position at any time from February 4, 2018, through August 31, 2023 (the "Class Period"), you are a member of the proposed settlement class in this class and representative action lawsuit ("Class Member") and your rights will be affected as set forth in the proposed settlement described in this Notice (the "Settlement"). Additionally, Class Members who worked in any of the aforementioned positions in California at any time from January 12, 2021 through August 31, 2023 (the "PAGA Period") are considered "Aggrieved Employees" whose rights will be further affected as set forth in the Settlement. On October 6, 2023, the Court preliminarily approved the Settlement. You have received this Notice because Mondelēz Global's records show you are a "Class Member" in the above-referenced lawsuit (the "Action").

II. NATURE OF THE ACTION

This Action was filed by Named Plaintiff Robert Jordan ("Named Plaintiff") in the Superior Court for the State of California, County of San Bernardino, on February 4, 2018, against Mondelēz Global. Named Plaintiff's operative Complaint ("Operative Complaint") alleges the following causes of action: (1) failure to provide off-duty meal and/or rest periods to employees or pay meal/rest period premiums in lieu thereof, in violation of Labor Code sections 226.7 and 512; (2) failure to pay for all hours worked in violation of Labor Code sections 510, 558, 1194, 1197, and 1197.1; (3) failure to provide accurate, itemized wage statements, in violation of Labor Code section 226(a); (4) failure to pay all wages upon termination of employment, in violation of Labor Code sections 201, 202, 203; (5) unfair business practices in violation of the Unfair Competition Law, the California Labor Code, and the applicable IWC Wage Orders; and (6) violation of the Private Attorneys General Act ("PAGA") pursuant to Labor Code section 2698 *et. seq.*

Named Plaintiff generally alleges that Mondelēz Global failed to provide compliant meal and rest periods to its drivers, warehouse associates, stockhandlers, combo driver/warehouse associates, combo stock drivers, combo stockhandlers, working forepersons, foremen, and similar positions; failed to pay them for all hours worked; and failed to provide them with accurate, itemized wage statements. On this basis, Named Plaintiff also alleges derivative claims for failure to pay accurate wages at termination, penalties for incorrect wage statements, and penalties under PAGA. For these allegedly improper actions, Named Plaintiff is demanding various amounts for wages, penalties, interest, attorneys' fees, and other damages (collectively, the "Claims").

III. POSITIONS OF THE PARTIES

Mondelēz Global has denied and continues to deny each of the claims and contentions alleged by Named Plaintiff in the Action. Mondelēz Global has repeatedly asserted and continues to assert defenses thereto, and has expressly denied and continues to deny any wrongdoing or legal liability arising out of any of the facts or conduct alleged in the Action. Mondelēz Global also has denied and continues to deny, *inter alia*, the allegations that Named Plaintiff and Class Members have suffered damages; that Mondelēz Global failed to pay Named Plaintiff and Class Members minimum or overtime wages owed; that Mondelēz Global failed to provide compliant meal and rest periods to Named Plaintiff and Class Members; that Mondelēz Global failed to timely pay all wages due at termination to Named Plaintiff and Class Members; that Mondelēz Global provided Named Plaintiff and Class Members with inaccurate wage statements; that Mondelēz Global engaged in any unlawful, unfair or fraudulent business practices; that Mondelēz Global violated PAGA; that Mondelēz Global engaged in any other wrongful conduct as alleged in the Action; or that Named Plaintiff and Class Members were harmed by the conduct alleged in the Action.

Counsel for Named Plaintiff and the Class Members ("Class Counsel") have extensively investigated and researched the facts and circumstances underlying the issues raised in the Action, and the applicable law. Class Counsel recognizes the expense and length of continued proceedings necessary to continue the litigation against Mondelēz Global through trial and through any possible appeals. Class Counsel has also taken into account the uncertainty and the risk of the outcome of further litigation, and the difficulties and delays inherent in such litigation.

Class Counsel is also aware of the burdens of proof necessary to establish liability for the Claims, of Mondelēz Global's defenses, and of the difficulties in establishing damages for the Named Plaintiff and Class Members. Class Counsel also has taken into account the extensive settlement negotiations conducted by Named Plaintiff and Mondelēz Global (the "Parties"). Based on the foregoing, Class Counsel believes the proposed Settlement is fair, adequate and reasonable and in the best interests of the Class Members.

Mondelēz Global has also concluded that the further defense of this litigation would be protracted and expensive for all Parties. Mondelēz Global has, therefore, agreed to settle this Action in the manner and upon the terms set forth in the proposed Settlement to put to rest all claims that are or could have been asserted against it in the Action.

IV. THE SETTLEMENT

The following is only a summary of the provisions of the proposed Settlement between Named Plaintiff, the Class Members and Mondelēz Global. The specific and complete terms of the proposed Settlement are described in the Joint Stipulation of Class and Representative Action Settlement ("Settlement Agreement"), a copy of which is available from the Court's docket for your review as set forth at the end of this Notice.

The Settlement has a maximum value of \$1,100,000.00 (One Million One Hundred Thousand Dollars and Zero Cents) (the "Settlement Fund"). The Settlement Fund is made up of six parts: (1) the total payments to Class Members of the Individual Class Settlement Awards (the "Payout Fund"); (2) an Attorneys' Fees Award to Class Counsel not to exceed \$366,666.66; (3) a Costs Award to Class Counsel not to exceed \$25,000.00; (4) an Incentive Award to the Named Plaintiff not to exceed \$10,000.00; (5) a PAGA Payment not to exceed \$50,000.00, of which \$37,500.00 (75%) will be paid to the California Labor Workforce Development Agency ("LWDA"), and \$12,500.00 (25%) (the "Net PAGA Payment") will be paid to the Aggrieved Employees in the form of Individual PAGA Penalty Payments; and (6) claims administration expenses not to exceed \$10,000.00. The Payout Fund and Net PAGA Payment is explained in this Section. The Attorneys' Fees Award, Costs Award, Incentive Award, payment to the LWDA, and claims administration expenses are explained in Section VI below.

All Class Members are receiving this Notice. All Class Members who do not timely and validly request to be excluded from the Settlement as set forth in Section VIII below will become "Settlement Class Members." As a Settlement Class Member, you will participate in the monetary recovery of this Settlement by receiving settlement payments, as set forth below in Section V. Mondelēz Global has agreed to make available to the Class Members a Payout Fund of approximately \$650,000.00 (Six Hundred Fifty Thousand Dollars and Zero Cents). Settlement Class Members will receive payment from the Payout Fund based on how long they worked as a driver, warehouse associate, stockhandler, combo driver/warehouse associate, combo stock driver, combo stockhandler, working foreperson, foreman, or similar position for Mondelēz Global in California during the Class Period. To the extent you are a Class Member in this Action and part of the putative class in the action entitled *Sauceda v. Mondelez Global LLC*, San Bernardino Superior Court, Case No. CIVSB2114460, the pay periods in which you were a member of the *Sauceda* putative class shall be excluded from this Settlement. Each Settlement Class Member's share of the Payout Fund is referred to as that Settlement Class Member's "Individual Class Settlement Award."

To calculate the Individual Class Settlement Awards, the Payout Fund will be distributed based on the number of pay periods each Class Member performed worked for Defendant during the Class Period in the State of California as a non-exempt employee in the positions of driver, warehouse associate, stockhandler, combo driver/warehouse associate, combo stock driver, combo stockhandler, working foreperson, foreman, and related positions. The number of pay periods worked in the aggregate by each Class Member shall be deemed that Class Member's individual Pay Period Figure. For example, if the Payout Fund was \$650,000.00, and the total pay periods worked by all Class Members was 45,000, this would result in a value of \$14.44 per pay period. A Class Member who worked for Defendant in the State of California in the aforementioned positions for 52 pay periods would have a Pay Period Figure of 52 pay periods, and be eligible for an Individual Class Settlement Award of \$14.44 times 52 pay periods, or \$751.11, less any applicable tax and other payroll deductions.

Each Settlement Class Member's Individual Class Settlement Award shall contain a wage portion (33.33%) and a non-wage portion (66.67%). The non-wage portion of the Individual Class Settlement Award includes interest and penalties sought in connection with the class claims asserted in the Action. The non-wage portion shall be allocated

evenly between interest and penalties. From the wage portion (33.33%) of each Settlement Class Member's Individual Class Settlement Award, deductions will be made for state and federal taxes and any other applicable payroll deductions owed by Defendant and/or the Settlement Class Member as a result of the payment (except for Defendant's employer-side payroll taxes). Defendant maintains no reversionary right to any portion of the Payout Fund. If there are any timely and validly submitted requests for exclusion, the Claims Administrator shall proportionately increase the Individual Class Settlement Awards for each Settlement Class Member, as based on the Settlement Class Members' Pay Period Figures, so that the amount actually distributed to Settlement Class Members equals 100% of the Payout Fund.

Class Members who are Aggrieved Employees will also receive Individual PAGA Penalty Payments, where the Net PAGA Payment shall be allocated proportionally to Aggrieved Employees on a pro rata basis, based on the number of pay periods they performed worked for Defendant during the PAGA Period in the State of California as a non-exempt employee in the positions of driver, warehouse associate, stockhandler, combo driver/warehouse associate, combo stock driver, combo stockhandler, working foreperson, foreman, and related positions. The number of pay periods for each Aggrieved Employee will be determined by Defendant's payroll data concerning the specific pay periods during which the Aggrieved Employees worked in the State of California in any of the aforementioned positions. Any partial pay period will be expressed as a percentage of a full pay period.

Individual PAGA Penalty Payments shall be allocated as 100% to penalties. Defendant maintains no reversionary right to any portion of the Net PAGA Payment, and Aggrieved Employees are entitled to 100% of the Net PAGA Payment.

Subject to Court approval, the Parties anticipate that Individual Class Settlement Awards and Individual PAGA Penalty Payments will be distributed in approximately Spring 2024.

V. PROCEDURE FOR MONETARY RECOVERY

The Settlement of this Action includes a release of claims under both California state law and federal law. All Class Members receiving this Notice will be bound by the Settlement as to all Released Claims unless they timely and validly request exclusion as set forth below in Section VIII. However, even those Class Members who timely and validly request exclusion from the Settlement cannot exclude themselves from the PAGA portion of the Released Claims.

A. As a Settlement Class Member and/or Aggrieved Employee, if you wish to endorse and cash or deposit your settlement check(s), you must do so within one hundred twenty days (120) from issuance. The checks shall remain valid and negotiable for one hundred twenty (120) days from issuance and may thereafter automatically be canceled if not cashed or deposited. The funds corresponding to voided checks pursuant to this paragraph shall be transferred to the California Department of Industrial Relations Unclaimed Wage Fund with the identity of the Settlement Class Member or Aggrieved Employee to whom the funds belong, to be held for the Settlement Class Member or Aggrieved Employee per California Unclaimed Property Law, in the interest of justice. The money paid to the California Department of Industrial Relations Unclaimed Wage Fund will remain the Settlement Class Member's and/or Aggrieved Employee's property. This allows Settlement Class Members and Aggrieved Employees who did not cash their checks to collect their Individual Class Settlement Awards and/or Individual PAGA Penalty Payments at any time in the future.

Mondelēz Global estimates that you have worked a total of «PayPeriods» pay periods as a driver, warehouse associate, stockhandler, combo driver/warehouse associate, combo stock driver, combo stockhandler, working foreperson, foreman, or similar position in California during the Class Period. Based on the settlement formula, the Parties estimate that you will receive «SettAmt» as your Individual Class Settlement Award. Additionally, Mondelēz Global estimates that you have worked a total of «PAGA_Periods» pay periods as a driver, warehouse associate, stockhandler, combo driver/warehouse associate, combo stock driver, combo stockhandler, working foreperson, foreman, or similar position in California during the PAGA Period. Based on the settlement formula, the Parties estimate that you will receive «PAGAAmt» as your Individual PAGA Penalty Payment.

A Settlement Class Member and/or Aggrieved may challenge the number of pay periods identified on this Notice by submitting a written challenge to the Claims Administrator, postmarked within thirty (30) days of the Claims Administrator's mailing of this Notice. Such Settlement Class Members and/or Aggrieved Employees will also be asked to submit documentary evidence sufficient to prove the number of pay periods. Mondelēz Global shall have the right to

respond to the challenge by any Class Member. The final decision as to the Settlement Class Member and/or Aggrieved Employee's pay periods for purposes of his or her Individual Class Settlement Award and/or Individual PAGA Penalty Payment will be made by the Claims Administrator.

VI. ATTORNEY'S FEES AWARD, INCENTIVE AWARD, PAYMENT TO THE LWDA, AND CLAIMS ADMINISTRATION EXPENSES

The amount of attorneys' fees awarded to Diversity Law Group, P.C. and Polaris Law Group ("Class Counsel") will be subject to the Court's discretion, but in any event, will not exceed \$366,666.66 (Three Hundred Sixty-Six Thousand Six Hundred Sixty-Six Dollars and Sixty-Six Cents) (the "Attorneys' Fees Award"). Class Counsel may seek a Costs Award not to exceed \$25,000.00 (Twenty Five Thousand Dollars and Zero Cents). Class Counsel will not be permitted to petition the Court for any additional payments for fees, costs or interest and the Attorneys' Fees Award and Costs Award shall be for all claims for attorneys' fees and costs past, present and future incurred in the Action. The Attorneys' Fees Award and Costs Award will be paid out of and deducted from the Settlement Fund. As part of the Settlement, you will not be required to pay Class Counsel for their representation of you in the Action.

The amount of Incentive Award to the Named Plaintiff will be subject to the Court's discretion, but in any event, will not exceed \$10,000.00 (Ten Thousand Dollars and Zero Cents). This Incentive Award shall be paid out of and deducted from the Settlement Fund.

As part of the preliminary approval of the Settlement, the Court has approved payment of \$50,000.00 (Fifty Thousand Dollars and Zero Cents) to the LWDA, 75% of which, or \$37,500.00 (Thirty-Seven Thousand Five Hundred Dollars and Zero Cents) will represent the LWDA's share of the Settlement attributable to civil penalties under PAGA. The remaining \$12,500.00 (Twelve Thousand Five Hundred Dollars and Zero Cents) will be distributed to Aggrieved Employees as Individual PAGA Penalty Payments in the manner described above.

Also as part of the preliminary approval of the Settlement, the Court has approved payment of claims administration expenses in the amount of \$10,000.00 (Ten Thousand Dollars and Zero Cents) to the Claims Administrator from the Settlement Fund.

VII. BINDING EFFECT/RELEASE OF CLAIMS

A. Release of Claims Affecting All Settlement Class Members

As of the Effective Date, the Settlement Class Members, including Named Plaintiff, shall fully and finally release and discharge Mondelēz Global LLC and its former and present parents, subsidiaries, and affiliated corporations and its and their officers, directors, employees, partners, shareholders and agents, and any other successors, assigns, or legal representatives ("Released Parties") from the "Released Claims." For purposes of this Settlement, the "Released Claims" means all claims alleged or that could have been alleged against Defendant and all Defendant-related persons and entities based upon the facts pleaded in the Operative Complaint under any theory of law, including but not limited to all claims for unpaid wages, including but not limited to minimum wages, straight time wages, or overtime wages (including but not limited to those claims brought on an off-the-clock, rounding, regular rate, or overtime computation theory); meal and rest period claims; pay stub claims; recordkeeping claims; claims arising under the California Labor Code sections 201, 202, 203, 226(a), 226.7, 510, 512, 558, 1194, 1197 and 1197.1; and any and all associated penalties and damages on any and all claims (including but not limited to pay stub penalties, waiting time penalties, late payment penalties, meal and rest period penalties, and liquidated damages), that accrued during the Class Period.

This release shall have full *res judicata* effect as to claims pursuant to the Fair Labor Standards Act for all Settlement Class Members as described in *Rangel v. PLS Check Cashers of California, Inc.*, 899 F.3d 1106 (9th Cir. 2018), regardless of whether the Settlement Class Member endorses and cashes his or her Individual Class Settlement Award.

The Settlement Class Members agree not to sue or otherwise make a claim against any of the Released Parties that is related to the Released Claims.

B. Release of Claims Affecting All Aggrieved Employees

As of the Effective Date, the Aggrieved Employees, including Named Plaintiff, shall fully and finally release and discharge the Released Parties from any and all claims for penalties under PAGA, including interest, costs and attorneys' fees related thereto, predicated on the violation of Labor Code sections 201, 202, 203, 226(a), 226.7, 510, 512, 558, 1194, 1197, 1197.1, IWC Wage Orders, local ordinance, or otherwise, that accrued during the PAGA Period and were or could have been alleged against Defendant and all Defendant-related persons and entities based upon the facts pleaded in the Operative Complaint under any theory of law. These PAGA claims shall likewise be encompassed within the meaning of "Released Claims" as defined in this Settlement.

The Aggrieved Employees agree not to sue or otherwise make a claim against any of the Released Parties that is related to the PAGA portion of the Released Claims.

VIII. PROCEDURE FOR EXCLUSION

Class Members may exclude themselves from the portion of the Settlement that releases class claims by mailing to *Jordan v. Mondelez Global LLC* c/o CPT Group, located at 50 Corporate Park, Irvine, CA 92606, on or before December 20, 2023 (the "Objection/Exclusion Deadline Date"), a written statement expressing their desire for such exclusion in the *Jordan v. Mondelēz Global LLC* litigation. Specifically, Class Members requesting exclusion must state, in substance: "I have read the Class Notice and I wish to opt out of the class action and the settlement of class claims in the following case: *Jordan v. Mondelēz Global LLC*, Case CIVSB2202758. I understand that my decision to opt out will not preclude my release of claims pursuant to the Private Attorneys General Act, which will be released even if I opt out of the aforementioned class action and settlement of class claims." If you wish to request exclusion from the portion of the Settlement that releases class claims, your written statement must include your name (and former names, if any), current address, telephone number, last four digits of your social security number, and the dates and location(s) of your employment by Mondelēz Global. In addition, the written statement must be postmarked on or before December 20, 2023. Requests for exclusion that do not include all required information, or that are not submitted on a timely basis, will be deemed null, void and ineffective.

Class Members who are eligible to and do submit timely and valid requests for exclusion from the portion of the Settlement that releases class claims will not receive Individual Class Settlement Awards, nor will they be bound by the terms of the proposed Settlement as to the release of class claims, if it is approved, or the Final Judgment in this Action as to the class claims. However, Class Members who are also Aggrieved Employees cannot exclude themselves from the portion of the Settlement that releases the PAGA claims, and will therefore receive Individual PAGA Penalty Payments and be bound by the terms of any approved Settlement and Final Judgment as it pertains to the PAGA claims.

Class Members who fail to submit a timely and valid request for exclusion on or before the Objection/Exclusion Deadline Date shall become Settlement Class Members and shall be bound by all terms of the Settlement and any Final Judgment entered in this Action if the Settlement is approved by the Court.

IX. SETTLEMENT HEARING/OBJECTIONS TO THE PROPOSED SETTLEMENT

Class Members may object to the Settlement by filing with the Court and serving on counsel for the Parties, or alternatively, mailing to *Jordan v. Mondelez Global LLC* c/o CPT Group, located at 50 Corporate Park, Irvine, CA 92606, on or before December 20, 2023 (the "Objection/Exclusion Deadline Date"), a written statement objecting to the Settlement in the *Jordan v. Mondelēz Global LLC* litigation. If you wish to object to the Settlement in this Action, your written statement must include your name (and former names, if any), current address, telephone number, last four digits of your social security number, the dates and location(s) of your employment by Mondelēz Global, and whether you have retained an attorney. If you have retained an attorney, your written statement must also contain the name of your attorney and the attorney's firm, address, and telephone number. In addition, the written statement must be postmarked on or before December 20, 2023. Any attorney(s) retained by Class Members must also file a valid notice of appearance within seven (7) days after the deadline for submitting objections. Objections that do not include all required information, that do not conform to these procedures, or that are not submitted on a timely basis, will be deemed null, void, and ineffective.

A hearing (the “Settlement Hearing”) will be held before the Honorable David Cohen on February 20, 2024 at 8:30 a.m. in Department S-26 of the Superior Court of the State of California for the County of San Bernardino, located at 247 West Third Street, San Bernardino, California 92415, to determine whether the proposed Settlement of the Action is fair, adequate and reasonable and should be approved by the Court and whether the Action should be dismissed on the merits with prejudice. The hearing may be continued by the Court from time to time without further direct notice.

Any Settlement Class Member may appear in person or through counsel at the Settlement Hearing and be heard in support of the Settlement or as to why the proposed Settlement of the Action should not be approved as fair, adequate and reasonable, or why a Final Judgment dismissing the Action against Mondelēz Global with prejudice should or should not be entered. No Class Member, however, shall be heard or entitled to object and no papers or briefs submitted by any such person shall be received or considered by the Court unless written notice of intention to appear at the Settlement Hearing, together with copies of all papers and briefs proposed to be submitted to the Court at the Settlement Hearing, have been filed with the Court (or submitted to the Claims Administrator to be filed with the Court) and have been served personally on or before December 20, 2023, or if by mail then postmarked no later than December 20, 2023, upon all of the following:

<u>Class Counsel</u>	<u>Counsel for Mondelēz Global LLC</u>
Larry W. Lee Kristen Agnew Nicholas Rosenthal DIVERSITY LAW GROUP, P.C. 515 S. Figueroa Street, Suite 1250 Los Angeles, CA 90071 William L. Marder POLARIS LAW GROUP 501 San Benito Street, Suite 200 Hollister, CA 95023	Samantha D. Hardy Linda Z. Shen Bernice Diaz SHEPPARD, MULLIN, RICHTER & HAMPTON, LLP 501 West Broadway, 19 th Floor San Diego, CA 92101

Any Class Member who does not make and serve his or her written objections in the manner provided above shall be deemed to have waived such objections and shall be foreclosed from making any objections (by appeal or otherwise) to the proposed Settlement.

Any Class Member who submits a timely and valid objection will still be entitled to his or her Individual Class Settlement Award as a Class Member, and will be bound by the Settlement if the Court approves the Settlement. If a Class Member submits both a timely and valid objection and a timely and valid request for exclusion from the Settlement, the objection will not be considered but the request for exclusion will be accepted. Any Class Member who is satisfied with the proposed Settlement need not appear at the Settlement Hearing.

X. EXAMINATION OF PAPERS AND INQUIRIES

The foregoing is only a summary of the Action and the proposed Settlement and does not purport to be comprehensive. For a more detailed statement of the matters involved in the Action and the proposed Settlement, you may refer to the pleadings, the Joint Stipulation of Class and Representative Action Settlement, and other papers filed in the Action, which may be inspected at the Office of the Clerk of the Court, San Bernardino, 247 West Third Street, San Bernardino, California 92415 during regular business hours of each Court day. All inquiries by Class Members regarding this Notice and/or the Settlement should be directed to Class Counsel or the Settlement Administrator:

Larry W. Lee
Kristen Agnew
Nicholas Rosenthal
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
(213) 488-6555

William L. Marder
POLARIS LAW GROUP
501 San Benito Street, Suite 200
Hollister, CA 95023
(831) 531-4214

OR

CPT GROUP
50 Corporate Park
Irvine, CA 92606
1-(888) 433-0359

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, MONDELÉZ GLOBAL, OR
MONDELÉZ GLOBAL'S ATTORNEYS WITH INQUIRIES.

EXHIBIT “B”

Jordan v. Mondelez Global LLC

All-In Settlement

Class Size: 307
Opt-Out Rate: 0.65%
No. of Checks Issued: 305
Postage Total: \$418.46
Grand Total: \$12,601.42
DISCOUNTED FLAT FEE: \$10,000.00

CASE SETUP

Upon Intake of the Data, CPT will Scrub all Records to a Useable Format to Reduce Duplicates, Anomalies and Increase the Success Rate of Deliverability of the Class Notice. Class Members will be Assigned a Unique Mailing ID which will be Used Throughout Administration.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Project Manager: Case Intake & Review	\$95.00	3	\$285.00
Programming: Data Base Setup	\$150.00	3	\$450.00
TOTAL			\$735.00

DIRECT MAIL NOTICE

To Ensure Mailing to the Most Current Address Possible, CPT will Perform an Address Update via NCOA and Further Skip Trace if Necessary. CPT will Mail a Full-Length Notice & 1-Page Exclusion Form.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Project Manager: Format Documents	\$95.00	2	\$190.00
National Change of Address Search (NCOA)	\$135.00	1	\$135.00
XML Lex ID Skip Trace	\$0.85	31	\$26.35
Print & Mail Notice Packets	\$1.00	307	\$307.00
First-Class Postage (up to 1 oz.)	\$0.60	307	\$184.20
TOTAL			\$842.55

PROCESS RETURNED UNDELIVERABLE MAIL

Based On CPT's Historical Data, 5% of the Notices will be Returned Undeliverable. Upon Receipt, CPT will Perform a Skip Trace in an Attempt to Obtain a Current Address; Thus, 70% of the Undeliverable Notice Packets are Remaild.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Clerical Staff	\$60.00	1	\$60.00
Update Undeliverable Mail Database	\$0.50	3	\$1.50
Skip Trace for Best Address	\$1.00	11	\$11.00
Print & Remail Notice Packets	\$1.00	12	\$12.00
First-Class Postage (up to 1 oz.)	\$0.60	12	\$7.20
TOTAL			\$91.70

OPT-OUT PROCESSING

CPT will Process and Validate all Opt-Outs and Other Responses from Class Members. Deficient Opt-Outs will Receive a Deficiency Notice by Mail and Provide an Opportunity to Cure. CPT will Scrub the Filed Opt-Outs to Eliminate Duplicates, Fraudulent, and Otherwise Invalid.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Programming: De-duplication/Scrubbing	\$150.00	1	\$150.00
Project Manager: Validate Opt-Out Requests	\$95.00	1	\$95.00
Clerical Staff	\$60.00	1	\$60.00
Opt-Out & Change of Address Processing	\$2.00	2	\$3.99
Print & Mail Deficiency/Dispute Notices	\$1.50	1	\$1.50
First-Class Postage (up to 1 oz.)	\$0.60	1	\$0.60
Review & Process Deficiency Responses	\$10.00	1	\$10.00
		TOTAL	\$321.09

TELEPHONE SUPPORT

CPT will Maintain a Toll-Free Phone Number with IVR Capabilities and Live Class Member Support Representatives During Normal Business Hours, Monday-Friday, 9:00 AM - 5:30 PM, PT. The Dedicated Case Phone Number will Remain Active Up to 120 Days After Disbursement.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Toll-Free Number Establish/Setup	\$150.00	2	\$300.00
Live Call Center Support Reps.	\$3.00	12	\$36.00
		TOTAL	\$336.00

SSN VERIFICATION

Verify SSN for Validity with IRS / IRS Backup Withholdings

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Programming: SSN Selection	\$150.00	1	\$150.00
Department Manager: Analysis & Reporting	\$95.00	3	\$285.00
IRS SSN Verification	\$0.10	305	\$30.50
		TOTAL	\$465.50

DISTRIBUTION SERVICES

CPT will Establish and Manage the Qualified Settlement Fund (QSF) for up to One Year After Disbursement. Upon Approval, CPT will Perform all Necessary Calculations and Disburse Funds. CPT will Mail an 8.5"x11" MICR Check to Valid Class Members. CPT Uses a Payee Positive Pay System to Reconcile Checks Cashed and Conducts Monthly Account Reconciliations for the QSF.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Programming: Calculation Totals	\$150.00	3	\$450.00
Project Supervisor: Review of Distribution	\$150.00	3	\$450.00
Project Manager: Correspondence w/Parties	\$95.00	2	\$190.00
Programming: Setup & Printing of Checks	\$150.00	3	\$450.00
Obtain EIN, Setup QSF/Bank Account	\$150.00	3	\$450.00
Print & Mail Notice, Checks & W2/1099	\$2.50	305	\$762.51
First-Class Postage (up to 1 oz.)	\$0.60	305	\$183.00
		TOTAL	\$2,935.51

POST-DISTRIBUTION & TAX REPORTING

Any Check Returned Undeliverable is Skip Traced to Locate a Current Address and Remailed Accordingly. CPT will Process Requests for Check Reissues Continuously. CPT Prepares Annual Tax Reporting on Behalf of the QSF and Federal and State Taxes in Accordance with Current State and Federal Regulations. Upon the Conclusion of the Settlement, a Final Report and Declaration will be Provided to all Parties.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Project Supervisor: Account Reconciliation	\$150.00	10	\$1,500.00
Update Undeliverable Checks Database	\$0.50	24	\$12.00
Skip Trace for Best Address	\$1.00	24	\$24.00
Remail Undeliverable Checks	\$2.50	22	\$55.00
First-Class Postage (up to 1 oz.)	\$0.60	22	\$13.20
Re-Issue Checks as Required	\$5.00	16	\$80.00
First-Class Postage (up to 1 oz.)	\$0.60	16	\$9.60
Project Supervisor: Reconcile Uncashed Chk	\$150.00	1	\$150.00
Programming: Weekly & Final Reports	\$150.00	2	\$300.00
Project Supervisor: Final Declaration	\$150.00	2	\$300.00
Project Manager: Account Files Sent to Atty	\$95.00	2	\$190.00
CA Tax Preparation	\$600.00	1	\$600.00
Annual Tax Reporting to IRS	\$1,000.00	1	\$1,000.00
QSF Annual Tax Reporting	\$500.00	1	\$500.00
TOTAL			\$4,733.80

SCO ESCHEATMENT PROCESSING

Escheatment Processing to the State Controller Unclaimed Property Division / Uncashed Check Rate 21%

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
UPEnterprise Reporting Services	\$0.15	64	\$9.60
Project Manager: SCO Fall Reporting	\$95.00	2	\$190.00
Project Supervisor: Review of SCO Reports	\$150.00	1	\$150.00
Certified Mail Report to SCO	\$8.53	1	\$8.53
Check Reissues for Winter/Spring QTR	\$5.00	6	\$30.00
First-Class Postage (up to 1 oz.)	\$0.60	6	\$3.60
Project Supervisor: June Remittance	\$150.00	1	\$150.00
Project Manager: June Remittance	\$95.00	2	\$190.00
Certified Mail Report to SCO	\$8.53	1	\$8.53
Add'l Account Recons	\$150.00	6	\$900.00
Add'l QSF Annual Tax Reporting	\$500.00	1	\$500.00
TOTAL			\$2,140.26

GRAND TOTAL \$12,601.42