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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

[Assigned for all purposes to the Hon. David Cohn,
Department S-26]

**JOINT STIPULATION OF CLASS AND
REPRESENTATIVE ACTION SETTLEMENT**

Complaint Filed: February 4, 2022

PRELIMINARY APPROVAL ORDER

1 WHEREAS, this action is pending before this Court as a class and representative action
2 (the “Action”); and
3

4 WHEREAS, the Parties have jointly applied to this Court for an order preliminarily
5 approving the settlement of the Action in accordance with a Joint Stipulation of Class and
6 Representative Action Settlement (the “Stipulation” or “Settlement”), which, together with the
7 exhibits annexed thereto, sets forth the terms and conditions for a proposed settlement and
8 dismissal of the Action with prejudice upon the terms and conditions set forth therein; and the
9 Court having read and considered the Stipulation and the exhibits annexed thereto;
10

11 NOW, THEREFORE, IT IS HEREBY ORDERED:
12

13 1. This Order incorporates by reference the definitions in the Stipulation, and all terms
14 defined therein shall have the same meaning in this Order as set forth in the Stipulation.
15

16 2. The Court grants preliminary approval to the Stipulation. The Court preliminarily
17 finds that the Stipulation is fair, adequate and reasonable, and preliminarily approves the terms of
18 the settlement.
19

20 3. The Court recognizes that the Class Members and Mondelēz Global stipulate and
21 agree to certification of a class for settlement purposes only. This stipulation will not be deemed
22 admissible in this or any other proceeding should this Settlement not become final. For settlement
23 purposes only, the Court conditionally certifies the following settlement class (the “Class”): “All
24 non-exempt employees employed by, or formerly employed by, Mondelēz Global LLC, in the
25 positions of driver, warehouse associate, stockhandler, combo driver/warehouse associate, combo
26 stock driver, combo stockhandler, working foreperson, foreman, and related positions in the State
27 of California during the Class Period.” The Term “Class Period” means the time period beginning
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1 February 4, 2018, and ending on August 31, 2023. To the extent an individual is a member of
2 both the Class in this Action and the putative class in the action entitled *Sauceda v. Mondelez*
3 *Global LLC*, San Bernardino Superior Court, Case No. CIVSB2114460, the pay periods in which
4 they were a member of the *Sauceda* putative class shall be excluded from this Settlement.

5
6 4. The Court finds, for settlement purposes only, the requirements of California Code
7 of Civil Procedure section 382 are satisfied. The term "Settlement Class Member" means a Class
8 Member who has not requested timely and valid exclusion from the Settlement.

9
10 5. Named Plaintiff Robert Jordan ("Named Plaintiff") is hereby appointed and
11 designated, for all purposes, as the representative of the class, and the following attorneys are
12 hereby appointed and designated as counsel for Named Plaintiff and the Class Members ("Class
13 Counsel"):

14
15 Larry W. Lee
16 Kristen Agnew
17 Nicholas Rosenthal
18 DIVERSITY LAW GROUP, P.C.
19 515 S. Figueroa Street, Suite 1250
20 Los Angeles, CA 90071

21 William L. Marder
22 POLARIS LAW GROUP
23 501 San Benito Street, Suite 200
24 Hollister, CA 95023

25 Class Counsel is authorized to act on behalf of Class Members with respect to all acts or
26 consents required by, or which may be given pursuant to, the Settlement, and such other acts
27 reasonably necessary to consummate the Settlement. Any Class Member may enter an appearance
28 through counsel of such Class Member's own choosing and at such Class Member's own expense.
Any Class Member who does not enter an appearance or appear on his or her own will be
represented by Class Counsel.

1 6. The Court hereby approves on a preliminary basis the Stipulation and settlement
2 contained therein, including the definition and disposition of the Settlement Fund and related
3 matters provided for in the Stipulation. It appears to the Court on a preliminary basis that the
4 settlement amount and terms are fair, adequate and reasonable as to all potential Class Members
5 and Aggrieved Employees when balanced against the probable outcome of further litigation
6 relating to liability and damages issues. It further appears that extensive and costly investigation
7 and research have been conducted such that counsel for the Parties at this time are able to
8 reasonably evaluate their respective positions. It further appears to the Court that settlement at this
9 time will avoid substantial additional costs by all Parties, as well as avoid the delay and risks that
10 would be presented by further prosecution of the Action. It further appears that the Settlement has
11 been reached as the result of intensive, serious and non-collusive, arms-length negotiations.

12
13 7. A hearing (the “Settlement Hearing”) shall be held before this Court on
14 _____, at _____.m. at the Superior Court of the State of California for the County
15 of San Bernardino, located at 247 West Third Street, San Bernardino, California 92415, to
16 determine all necessary matters concerning the Settlement, including: whether the proposed
17 settlement of the Action on the terms and conditions provided for in the Stipulation is fair,
18 adequate and reasonable and should be finally approved by the Court; whether a Judgment, as
19 provided in the Stipulation, should be entered herein; whether the plan of allocation contained in
20 the Stipulation should be approved as fair, adequate and reasonable to the Class Members; and to
21 finally approve Class Counsel’s Attorneys’ Fees Award and Costs Award, the Named Plaintiff’s
22 Incentive Award, the PAGA Payment to the California Labor and Workforce Development
23 Agency (“LWDA”), and the claims administration expenses. The Final Approval hearing may be
24 continued without further notice to Class Members. The Parties shall file a Motion for Final
25 Approval at least sixteen (16) court days before the Settlement Hearing.

1 8. The Stipulation specifies an Attorneys' Fees Award in an amount not to exceed
2 \$366,666.66, a Costs Award in an amount not to exceed \$25,000.00, an Incentive Award of
3 \$10,000.00 to the Named Plaintiff, \$10,000.00 for claims administration expenses, and \$37,500.00
4 to the LWDA as its 75% share of the \$50,000.00 allocated to Private Attorneys General Act
5 ("PAGA") claims in this Action. However, the Court will not approve the Attorneys' Fees Award
6 and Costs Award until the Settlement Hearing. Similarly, the Court will not decide the amount of
7 the Incentive Award until the Settlement Hearing. If the Court decides to award less than the
8 amounts set forth above, then the unawarded portion(s) of the Attorneys' Fees Award, Costs
9 Award, Incentive Award, and claims administration expenses shall be redistributed
10 proportionately among all Settlement Class Members as described in the Stipulation.
11

12 9. The Court hereby approves, as to form and content, the Notice annexed as
13 Exhibit 1 to the Stipulation. The Court finds that the distribution of the Notice substantially in the
14 manner and form set forth in the Stipulation and this Order meets the requirements of due process,
15 is the best notice practicable under the circumstances, and shall constitute due and sufficient notice
16 to all persons entitled thereto.
17

18 10. The Court hereby appoints CPT Group as Claims Administrator and hereby directs
19 the Claims Administrator to mail to Class Members the Notice by first class mail within thirty (30)
20 days after receipt of the Class List and Data Report from Defendant (the "Notice Date"), which
21 Defendant shall provide to the Claims Administrator within fourteen (14) days after the entry of
22 this Order, using the procedures set forth in the Stipulation. Class Members who do not submit a
23 timely and valid request for exclusion will become Settlement Class Members and will
24 automatically receive their Individual Class Settlement Awards.
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26 11. Any Class Member may choose to opt out of and be excluded from the Settlement
27 as provided in the Notice by following the instructions for requesting exclusion from the
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1 Settlement that are set forth in the Notice. All requests for exclusion must be submitted as
2 provided in the Notice. Any such person who chooses to opt out of and be excluded from the
3 Class will not be entitled to any Individual Class Settlement Award under the Settlement and will
4 not be bound by the Settlement as to the release of any class claims or have any right to object,
5 appeal or comment as to the class portion of the Settlement. However, Class Members who are
6 also Aggrieved Employees will still be entitled to receive Individual PAGA Penalty Payments
7 under the Settlement and will be bound by the Settlement as to the release of any PAGA claims,
8 but will also not have any right to object, appeal or comment as to the PAGA portion of the
9 Settlement. Any written request to opt out must be signed by each such person opting out. Class
10 Members who have not timely and validly requested exclusion shall be bound by all
11 determinations of the Court, the Stipulation and Final Judgment.

12
13 12. The Final Judgment shall bind each Settlement Class Member and each Aggrieved
14 Employee (including Named Plaintiff) and shall operate as a full release and discharge of claims.
15 Specifically, the Final Judgment (i) shall have a *res judicata* effect and bar all Settlement Class
16 Members from bringing any action asserting Released Claims as specified in the Settlement
17 against Defendant and the Released Parties; (ii) shall have a *res judicata* effect and bar all
18 Aggrieved Employees from bringing any action asserting any PAGA claims encompassed within
19 the definition of the Released Claims as specified in the Settlement against Defendant and the
20 Released Parties; and (iii) shall have a *res judicata* effect and bar Named Plaintiff from bringing
21 any action asserting any claims against Defendant and the Released Parties that were released as
22 part of the “General Release” agreed to by Named Plaintiff in the Settlement. The Court further
23 finds that the Released Claims shall include federal Fair Labor Standards Act claims for all
24 Settlement Class Members under the doctrine of *res judicata* as described in *Rangel v. PLS Check*
25 *Cashers of California, Inc.*, 899 F.3d 1106 (9th Cir. 2018), regardless of whether that Settlement
26 Class Member endorses and cashes his or her Individual Class Settlement Award.

1 13. Any Settlement Class Member may appear at the Settlement Hearing and may
2 object or express his or her views regarding the Settlement, and may present evidence and file
3 briefs or other papers, that may be proper and relevant to the issues to be heard and determined by
4 the Court as provided in the Notice. However, no Settlement Class Member or any other person
5 shall be heard or entitled to object, and no papers or briefs submitted by any such person shall be
6 received or considered by the Court, unless on or before thirty (30) days after the Notice Date, that
7 person has served by hand or by first class mail written objections and copies of any papers and
8 briefs in support of their position and verification of their membership in the Class upon:
9 (1) Diversity Law Group, P.C., attn.: Larry Lee, Kristen Agnew, and Nicholas Rosenthal, 515 S.
10 Figueroa Street, Suite 1250, Los Angeles, California 90071; (2) Polaris Law Group, attn.: William
11 Marder, 501 San Benito Street, Suite 200, Hollister, California 95023; and (3) Sheppard, Mullin,
12 Richter & Hampton LLP, attn.: Samantha Hardy, Linda Shen, and Bernice Diaz, 501 West
13 Broadway, 18th Floor, San Diego, CA 92101, and filed the objections, papers and briefs with the
14 Clerk of this Court (or provided them to the Claims Administrator to be filed with the Court). Any
15 Settlement Class Member who does not make his or her objection in the manner provided for in
16 this Order shall be deemed to have waived such objection and shall forever be foreclosed from
17 making any objection to the Settlement.

18
19 14. All claims administration expenses shall be paid from the Settlement Fund.
20

21 15. To the extent permitted by law, pending final determination as to whether the
22 settlement contained in the Stipulation should be approved, the Class Members, whether directly,
23 representatively, or in any other capacity, whether or not such persons have appeared in the
24 Action, shall not institute or prosecute any Released Claims against the Released Parties. The
25 Settlement is not a concession or admission, and shall not be used against Mondelēz Global or any
26 of the Released Parties as an admission or indication with respect to any claim of any fault or
27 omission by Mondelēz Global or any of the Released Parties. Whether or not the Settlement is
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1 finally approved, neither the Settlement, nor any document, statement, proceeding or conduct
2 related to the Settlement, nor any reports or accounts thereof, shall in any event be:

- 3
- 4 a. Construed as, offered or admitted in evidence as, received as or deemed to
5 be evidence for any purpose adverse to the Released Parties, including, but
6 not limited to, evidence of a presumption, concession, indication or
7 admission by Mondelēz Global or any of the Released Parties of any
8 liability, fault, wrongdoing, omission, concession or damage; or
9
- 10 b. Disclosed, referred to, or offered or received in evidence against any of the
11 Released Parties in any further proceeding in the Action, or in any other
12 civil, criminal or administrative action or proceeding, except for purposes of
13 settling the Action pursuant to the Stipulation.
14

15 16. As of the date this Order is signed, all dates and deadlines associated with the
16 Action shall continue to be stayed, other than those related to the administration of the Settlement
17 of the Action.
18

19 17. In the event the Settlement does not become effective in accordance with the terms
20 of the Stipulation, or the Settlement is not finally approved, or is terminated, canceled or fails to
21 become effective for any reason, this Order shall be rendered null and void and shall be vacated,
22 and the Parties shall revert to their respective positions as of before entering into the Stipulation
23 and before Plaintiff's filing of the First Amended Consolidated and Representative Action
24 Complaint, which shall both be deemed withdrawn.
25

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

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Dated: _____

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HONORABLE DAVID COHN
JUDGE OF THE SUPERIOR COURT

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