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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 KRISTEN M. AGNEW
IN SUPPORT OF PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF
CLASS AND REPRESENTATIVE ACTION
SETTLEMENT**

Date: August 31, 2023

Time: 9:00 a.m.

Dept.: S-26

Complaint Filed:

February 4, 2022

Trial Date:

None Set

1 I, Kristen M. Agnew, declare as follows:

2 1. I am an attorney at law, duly licensed to practice before all Courts in the State of
3 California, and am with the law firm Diversity Law Group, P.C., counsel of record for Named
4 Plaintiff Robert Jordan (“Named Plaintiff” or “Class Representative”). I have personal knowledge
5 of the facts set forth below and if called to testify I could and would do so competently.

6 **RELEVANT PROCEDURAL HISTORY**

7 2. From the inception of the case, Class Counsel has zealously represented the interests
8 of the Class. I have no conflicts with the Class and will adequately represent the Class.

9 3. On January 12, 2022, Named Plaintiff Robert Jordan filed a written notice to the
10 California Labor & Workforce Development Agency (“LWDA”) alleging that Defendant violated
11 Labor Code sections 201, 202, 203, 226(a), 226.7, 510, 512, 558, 1194, 1197, and 1197.1, pursuant
12 to Labor Code section 2699 (“PAGA Notice”). Attached hereto as **Exhibit A** is a true and correct
13 copy of the PAGA Notice.

14 4. On February 4, 2022, Named Plaintiff initiated the above-captioned action against
15 Defendant in the San Bernardino County Superior Court (the “Action”). As set forth in the initial
16 complaint, Named Plaintiff asserted putative class claims for: (1) violation of Labor Code sections
17 226.7 and 512; (2) violation of Labor Code sections 1194, 1197 and 1197.1; (3) violation of Labor
18 Code sections 510, 558, and 1194; (4) violation of Labor Code section 226; and (5) violation of
19 Business and Professions Code section 17200, *et seq.* The putative class action complaint also
20 alleged penalties pursuant to Labor Code sections 201-203 in connection with the first, second, and
21 third causes of action.

22 5. On March 18, 2022, Named Plaintiff filed a separate representative action pursuant
23 to the Private Attorney General Act, entitled *Robert Jordan v. Mondelēz Global LLC*, Case No.
24 CIVSB2206168 (the “PAGA Action”). On November 2, 2022, the Court consolidated the PAGA
25 Action with the putative class action filed on February 4, 2022, and both actions are now
26 proceeding under this Action, Case No. CIVSB2202758.

27 6. On May 31, 2023, Named Plaintiff filed the operative First Amended Consolidated
28 Class and Representative Action Complaint. The First Amended Consolidated Class and

Representative Action Complaint is the “Operative Complaint.” As alleged in the Operative Complaint, Named Plaintiff contends that Defendant (1) failed 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) failed to pay for all hours worked in violation of Labor Code sections 510, 558, 1194, 1197, and 1197.1; (3) failed to provide accurate, itemized wage statements, in violation of Labor Code section 226(a); (4) failed to pay all wages upon termination of employment, in violation of Labor Code sections 201, 202, 203; (5) engaged in Unfair Business Practices in violation of the UCL, the California Labor Code, and the applicable IWC Wage Orders; and (6) violated PAGA, Labor Code section 2698 et. seq. Named Plaintiff seeks to represent the Class and other Aggrieved Employees, and seeks damages, penalties, attorneys’ fees, and costs.

DISCOVERY & INVESTIGATION

7. On October 18, 2022, Named Plaintiff propounded written discovery, including Special Interrogatories (Set One) and Requests for Production of Documents (Set One). The discovery required Defendant to provide documents and information relevant to class certification, including the number of employees in the putative class, time and payroll records, Defendant’s meal and rest period policy, and documents pertaining to the display of shift differential wages on wage statements provided to putative class members.

8. Shortly after Named Plaintiff propounded the initial round of discovery, the Parties agreed to redirect their efforts towards an early resolution of the Action and agreed to participate in private mediation. In lieu of formal responses to the discovery, the Parties agreed to the informal exchange of information leading up to mediation.

9. Defendant provided hundreds of pages of documents, which included Defendant’s collective bargaining agreements and Named Plaintiff’s time and payroll records, and numerous data points relating to the number of Class Members, the number of shifts worked by Class Members during the Class Period, the number of pay periods at issue during the Class Period, the average hourly rates of Class Members during the Class Period, the number of wage statements issued to Class Members, and the number of Class Members who separated employment, as well as similar data relating to the PAGA claims.

10. With the assistance of an expert statistician, Class Counsel conducted a full damages analysis as to the class and PAGA claims. Based on the information provided by Defendant, Class Counsel was able to determine the total number of Class Members and Aggrieved Employees, the number of meal and rest period eligible shifts worked during the Class Period and PAGA Period, the number of pay periods in which non-discretionary incentive pay was earned in the same workweek as overtime and/or meal period premiums, the aggregate amount of time lost due to the alleged rounding, the number of employees who separated employment, and the average rate of pay for all employees.

11. Class Counsel also investigated the applicable law as applied to the facts discovered regarding the alleged claims of Named Plaintiff and potential defenses thereto, and the damages claimed by Named Plaintiff on behalf of himself and the Class Members. Thus, Class Counsel entered mediation with a clear understanding of Defendant's maximum exposure.

MEDIATION

12. On February 13, 2023, the Parties engaged in a full-day mediation with mediator Christopher M. Barnes.

13. As a result of the mediation, and after the exchange of further information and extended negotiations following mediation, Named Plaintiff and Defendant reached the present class-wide settlement, memorialized by a written Memorandum of Understanding (“MOU”) fully executed on May 15, 2023.

14. The Parties subsequently executed the Joint Stipulation of Class and Representative Action Settlement (“Stipulation” or “Agreement”), a true and correct copy of which is attached herewith as **Exhibit B**. The settlement discussions were conducted at arm’s length.

SUMMARY OF THE PROPOSED SETTLEMENT

15. The Agreement seeks to resolve the claims of “all non-exempt employees employed by, or formerly employed by, 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 during the time period beginning on February 4, 2018 and ending on August 31,

2023.” (SA at §§ II.F, II.H, VIII.3.) Defendant has represented that approximately 300 individuals comprise the Class.

16. The proposed Class also includes Aggrieved Employees, which is defined as “all non-exempt employees employed by, or formerly employed by, 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 during the time period beginning on January 12, 2021 and ending on August 31, 2023.” (SA at §§ II.G, II.J.)

17. The Agreement provides for One Million One Hundred Thousand Dollars (\$1,100,000.00) as the Settlement Fund. (SA at § VIII.5.) The balance of the Settlement Fund remaining after deduction of the approved attorneys’ fees (up to \$366,666.66), litigation costs (up to \$25,000.00), the PAGA Payment (\$50,000.00), the Incentive Award to the Class Representative (up to \$10,000.00), and settlement administration costs (up to \$10,000.00), is the Payout Fund. (SA at § II.L.) I estimate that the Payout Fund will be approximately \$638,333.34.

18. The Payout Fund will be available for distribution to Settlement Class Members (*e.g.* Class Members who do not opt-out of the settlement). (SA at § VIII.7(b).) Settlement Class Members will be entitled to receive a portion of the Payout Fund on a *pro rata* basis, based upon the total number of pay periods each Settlement Class Member worked for Defendant during the Class Period in the State of California in the relevant job positions. (SA at § VII.7(b)(ii).) One Hundred percent (100%) of the Payout Fund shall be allocated *pro rata* to all Settlement Class Members. (SA at § VIII.7(b)(iv).) This is fair, as it directly allocates greater recovery to individual Settlement Class Members who have allegedly suffered greater harm.

19. Subject to Court approval, Fifty Thousand Dollars (\$50,000.00) of the Settlement Fund shall be allocated to PAGA penalties (“PAGA Payment”). (SA at § VIII.6(d).) Seventy-Five percent of the PAGA Payment, *i.e.* the sum of Thirty-Seven Thousand Five Hundred Dollars (\$37,500.00), shall be paid to the LWDA, pursuant to Labor Code section 2699 *et seq.* The remaining twenty-five percent of the PAGA Payment, *i.e.* the sum of Twelve Thousand Five Hundred Dollars (\$12,500.00), shall be distributed to Aggrieved Employees. (*Id.*) As detailed in the

1 Agreement, the amount of the individual payments to Aggrieved Employees will be determined by
2 the number of pay periods in which the employee worked for Defendant during the PAGA Period in
3 the State of California in the relevant job positions. (SA at § VIII.7(c)(i).)

4 20. As part of the Agreement, Defendant does not object to the payment of an Incentive
5 Award in the amount of Ten Thousand Dollars (\$10,000.00) to the Class Representative. (SA at §
6 VIII.6(c).) This amount is intended to compensate Named Plaintiff for his efforts and work in
7 prosecuting this case, including meeting and communicating with Class Counsel and reviewing the
8 pleadings and documents in this case, including the PAGA Notice, Complaints and the Agreement.
9 Moreover, in consideration for the Incentive Award, Named Plaintiff also executed a general
10 release of all claims including a waiver under California Civil Code § 1542, which other Class
11 Members did not have to do. (SA at § VIII.4.) Any portion of the Incentive Award not approved by
12 the Court shall be added to the Payout Fund for distribution to the Settlement Class. (SA at §
13 VIII.8.)

14 21. Also, as part of the Agreement, Defendant does not object to Class Counsel's request
15 for attorneys' fees of not more than one-third (33.33%) of the Settlement Fund or Three Hundred
16 Sixty-Six Thousand Six Hundred Sixty-Six Dollars and Sixty-Six Cents (\$366,666.66), as well as
17 declared litigation costs not to exceed Twenty-Five Thousand Dollars (\$25,000.00) in connection
18 with the prosecution of the Action. (SA at § VIII.8.) Any amount of attorney's fees or costs
19 requested and not approved by the Court shall be added to the Payout Fund for distribution to the
20 Settlement Class. (*Id.*)

21 22. The Agreement provides for the payment of the fees and expenses reasonably
22 incurred by the Claims Administrator. (SA at § VIII.6(e).) The Parties have selected CPT Group as
23 the Claims Administrator. (SA at § II.B.) The Claims Administrator's anticipated costs are Ten
24 Thousand Dollars (\$10,000.00). (SA at § VIII.6(e).) The administration costs will be deducted from
25 the Settlement Fund. (SA at § II.L.) Any portion of the administration costs not used or approved by
26 the Court shall be added to the Payout Fund for distribution to the Settlement Class. (*See* SA at §
27 II.L.) I believe that the administration fee is reasonable and should be approved.

28 23. The Settlement provides that uncashed checks (upon the expiration date) shall be

1 sent to the California Department of Industrial Relations Unclaimed Wage Fund with the identity of
2 the Settlement Class Member or Aggrieved Employee to whom the funds belong, to be held for the
3 Settlement Class Member or Aggrieved Employee per California Unclaimed Property Law, in the
4 interest of justice. (SA at § VIII.11(e).)

5
6 **ANALYSIS OF THE CLASS CLAIMS & POTENTIAL RECOVERABLE DAMAGES AND**
7 **STATUTORY PENALTIES**

8 24. Class Counsel retained Econ One to calculate the potential damages/penalties at
9 issue. Based on the class data provided by Defendant, Class Counsel estimates that Defendant
10 would face potential liability of up to approximately \$7,606,247 in unpaid wages and statutory
11 penalties, if Named Plaintiff succeeded at trial on all class claims.

12 25. **Meal and Rest Period Violations.** Named Plaintiff asserts claims for failure to
13 provide meal and rest periods. More specifically, Named Plaintiff contends that the volume of work
14 assigned to Class Members, combined with the pressure of Defendant's productivity goals, resulted
15 in employees working through meal and rest periods and/or taking shortened breaks. Named
16 Plaintiff further contends that Defendant did not pay meal and rest period premiums to Named
17 Plaintiff and Class Members for late, interrupted or missed breaks. I reviewed Named Plaintiff's
18 payroll records, which were produced by Defendant. Despite Named Plaintiff's contention that he
19 routinely received non-compliant meal and rest periods, his wage statements do not reflect the
20 payment of a single meal or rest period penalty during the Class Period.

21 26. Defendant maintains that it complied with the law, had lawful and compliant
22 practices, and provided Class Members with duty-free meal and rest periods. Defendant disputes
23 the existence of a common policy that required Class Members to interrupt their breaks to perform
24 work related tasks. Defendant further argues that the claim is not suitable for class treatment
25 because there is no common method of proof to establish liability. According to Defendant, an
26 adjudication of the alleged meal and rest period violations would require individualized assessments
27 as to the circumstances of each missed, delayed or interrupted break. Defendant further argues that,
28 even if Named Plaintiff was able to establish that some employees experienced a meal and/or rest

1 period violation, such a claim would not be manageable.

2 27. Defendant further argues that a significant number of Class Members are exempted
3 from California's meal and rest period requirements altogether. Defendant argues that the
4 requirements of Labor Code section 226.7 are preempted by the Federal Motor Carrier Safety
5 Administration's ("FMCSA") regulations. As argued by Defendant, the FMCSA regulations—and
6 not California law—govern the break requirements of Class Members who operate commercial
7 motor vehicles in interstate commerce. Defendant further contends that the vast majority of Class
8 Members are union members covered by various Collective Bargaining Agreements ("CBAs").
9 Citing to Labor Code section 512(e) and (f), Defendant contends that the unionized Class Members
10 engaged in commercial driving are exempt from California's meal break requirements. Instead, the
11 CBAs govern and any disputes must be resolved according to the terms of the CBA.

12 28. Based on the payroll data produced by Defendant, at the time of mediation, Class
13 Members worked approximately 172,609 shifts in which they were eligible to receive a meal and/or
14 rest period during the Class Period. Applying an average hourly rate of \$28.00, Defendant owes
15 \$4,833,052 in unpaid meal and/or rest period premiums resulting from missed, late or short breaks.

16 29. **Unpaid Wages: Auto-Deduct Policy.** Defendant's timekeeping system did not
17 automatically flag missed, delayed or interrupted meal breaks. Instead, Named Plaintiff alleges that
18 Defendant's system automatically deducted a 30-minute meal period for each shift in excess of five
19 hours. Numerous courts have held that auto-deductions for meal periods can be the basis for class
20 certification. *See Dilts v. Penske Logistics, LLC*, 267 F.R.D. 625 (S.D. Cal. 2010); *Nguyen v. Baxter*
21 *Healthcare Corp.*, 275 F.R.D. 596, 600 (C.D. Cal. 2011); *Wilson v. TE Connectivity Networks, Inc.*,
22 2017 WL 1758048 at *11 (N.D. Cal. Feb. 9, 2017). In response, Defendant argues that Named
23 Plaintiff's theory involves individualized questions, such as whether an employee waived the
24 opportunity to have work-free break.

25 30. I estimate that Defendant's maximum exposure in unpaid wages is approximately
26 \$604,135. This calculation assumes that Class Members earned an average hourly rate of \$28.00
27 and worked up to 15 minutes during 50% of the meal periods that should have been taken during
28 the Class Period (86,305).

1 31. **Unpaid Time: Rounding Violation.** Named Plaintiff asserts a claim for unpaid
2 minimum/overtime wages predicated on Defendant's alleged unlawful rounding policy. Named
3 Plaintiff contends that Defendant rounded the daily total hours worked by its employees, and
4 further contends that despite recording individual time entries to the minute, for the purpose of
5 paying wages, Defendant rounded the total hours worked each day to the nearest 15 minutes,
6 therefore allegedly resulting in the underpayment of wages. For example, based on Defendant's
7 time and pay records, Class Counsel was able to determine that out of 742 shifts worked by Named
8 Plaintiff, 361 were rounded in favor of Defendant. Named Plaintiff alleges that this resulted in
9 twelve uncompensated hours due to rounding.

10 32. Defendant, however, contends that its rounding policy complies with California law.
11 In many instances the rounding is either neutral or in favor of the employee. Thus, according to
12 Defendant, the cumulative effect of the rounding practice, resulted in the overpayment of wages to
13 the Class.

14 33. I estimate that Class Members are owed approximately \$100,800 in unpaid wages
15 resulting from Defendant's rounding practices. Applying an hourly rate of \$28.00, Named Plaintiff
16 is owed approximately \$336 in unpaid wages due to Defendant's rounding practices. Assuming
17 that each Class Member also worked twelve uncompensated hours during the Class Period at the
18 same hourly rate, and that there are approximately 300 Class Members, this results in
19 approximately \$100,800 in unpaid wages.

20 34. **Overtime Regular Rate Violation.** Named Plaintiff asserts an overtime claim based
21 on the alleged miscalculation of the regular rate of pay. During workweeks when Named Plaintiff
22 and other Class Members earned overtime and other types of pay that Named Plaintiff contends
23 were non-discretionary, such as shift differential wages, Defendant failed to properly calculate the
24 regular rate of pay for purposes of paying overtime. The Parties sharply disagree as to whether
25 certain forms of pay are accurately considered non-discretionary and whether they should be
26 included in the regular rate of pay, and therefore disagree as to the potential scope of the alleged
27 violations.

28 35. I estimate that Defendant's omission of shift differential pay from the calculation of

1 the regular rate resulted in approximately \$40,760 in unpaid overtime wages. The data produced by
2 Defendant at the time of mediation indicates that Class Members worked approximately 20,380 pay
3 periods in which they earned overtime and shift differentials in the same workweek, during the
4 Class Period. My calculation assumes that Defendant's miscalculation of the regular rate resulted in
5 the underpayment of \$2.00 in overtime wages per pay period.

6 **36. Wage Statement Violation.** Named Plaintiff brings a wage statement claim based
7 on Defendant's failure to list the rate and hours used to calculate shift differential wages. As alleged
8 by Named Plaintiff, whenever shift differential wages were paid, the wage statement omitted the
9 applicably hourly rate and corresponding hours used to calculate the wage. Instead, only the gross
10 amount of the shift differential was listed. Thus, Named Plaintiff alleges that there is no plausible
11 way an employee could determine the hours or rate for shift differential wages on their own.

12 **37.** Named Plaintiff also alleges a derivative wage statement violation. As a result of the
13 alleged underpayment and/or non-payment of wages to Class Members, Named Plaintiff contends
14 that the wage statements omit information required by Labor Code 226, including all applicable
15 hourly rates and the total hours worked.

16 **38.** As argued by Defendant, Named Plaintiff's derivative wage statement violation is
17 vulnerable to a motion for summary judgment based on the weaknesses of the underlying primary
18 claims. *See Maldonado v. Epsilon Plastics, Inc.*, 22 Cal. App. 5th 1308 (2018) (finding that the
19 employees did not suffer a violation under 226(a) where their wage statement cause of action was
20 derived from an underlying wage and hour violation for overtime). Additionally, Defendant
21 maintains that any alleged omission of information from the wage statements was not a "knowing
22 and intentional failure" by Defendant to comply with Labor Code section 226(a), nor did any
23 omission result in any "injury" to Named Plaintiff or the Class Members, and penalties are therefore
24 unwarranted. *See Naranjo v. Spectrum Security Services, Inc.*, 88 Cal.App.5th 937, 949 (2023)
25 (employer's failure to include meal and rest period premium pay on the wage statements was not
26 "knowing and intentional" because it had a good faith belief that it was not in violation of Labor
27 Code section 226); *Loeza v. JP Morgan Chase Bank, N.A.*, 2014 WL 4912730, at *6 (S.D. Cal.
28 Sept. 30, 2014) (holding that an employer is only liable for damages as a result of failing to furnish

1 conforming wage statements to employees that suffer injury as a result of a knowing and intentional
2 failure by an employer to comply with section 226(a)); *Harris v. Vector Mktg. Corp.*, 656 F. Supp.
3 2d 1128, 1145-46 (N.D. Cal. 2009). Defendant further contends that individualized inquiries would
4 be needed to determine whether an employee was injured and whether any purported wage
5 statement error or omission was “knowing and intentional,” and that this claim is not susceptible to
6 class-wide adjudication.

7 39. Based on the payroll data produced by Defendant at the time of mediation, I estimate
8 that Defendant owes \$1,590,700 in Section 226(e) wage statement penalties [(160 employees x
9 \$50) + [15,827 pay periods x \$100)].

10 40. **Derivative Waiting Time Penalties.** Named Plaintiff seeks waiting time penalties
11 based on Defendant’s alleged underpayment and/or non-payment of wages, and meal and rest
12 period premiums. In order to establish liability for waiting time penalties under Labor Code section
13 203, it is the plaintiff’s burden to prove not only that there was a failure to pay final wages in a
14 timely manner, but also that the failure to pay wages in a timely manner was “willful.” Cal. Lab.
15 Code § 203(a); *Granite Outlet, Inc. v. Hartford Cas. Ins. Co.*, 190 F. Supp. 3d 976, 986 (E.D. Cal.
16 2016) (“The ‘willful’ factor...is a requisite element to impose penalties under Labor Code section
17 203”); *Naranjo v. Spectrum Security Services, Inc.*, 88 Cal.App.5th 937, 948 (2023) (holding that
18 trial court properly “denied waiting time penalties under section 203 based on its finding that
19 Spectrum did not ‘willfully’ fail to pay” meal and rest period premiums). Defendant maintains that
20 Named Plaintiff cannot establish the predicate fact that any earned wages were not paid at the time
21 of termination. Defendant further contends, that to the extent that Named Plaintiff overcome this
22 hurdle, Named Plaintiff would need to prove that Defendant willfully delayed each final payment,
23 and this this is an inherently fact intensive inquiry, which is not susceptible to class-wide
24 adjudication.

25 41. Based on the payroll data produced by Defendant at the time of mediation,
26 Defendant owes approximately \$436,800 in waiting time penalties under Labor Code section 203,
27 resulting from the unpaid meal/rest period premiums, Defendant’s rounding and auto-deduct
28 policies, and regular rate violations. At the time of mediation, there were approximately 65 Class

Members who separated employment during the period of February 4, 2019 through the end of the Class Period.

42. The breakdown for the calculation of class damages and statutory penalties is set forth below:

Lab. Code Section	Violation	Unpaid Wages/ Statutory Penalties
Labor Code §§ 226.7 and 512	Meal and Rest Period Violation	\$4,833,052
Labor Code §§ 510, 558 1194	Unpaid Time: Auto-Deduct Violation	\$604,135
Labor Code §§ 510, 558 1194	Unpaid Time: Rounding Violation	\$100,800
Labor Code §§ 510, 558, 1194	Regular Rate of Pay Violation	\$40,760
Labor Code § 226	Wage Statement Violation	\$1,590,700
Labor Code §§ 201, 202	Failure to Pay Wages at Termination	\$436,800
TOTAL		\$7,606,247

POTENTIAL RECOVERABLE CIVIL PAGA PENALTIES

43. Due to the discretionary nature of PAGA penalties, PAGA civil penalties are difficult to evaluate. Defendant has indicated that, at the time of mediation, there were approximately 15,987 pay periods in which Aggrieved Employees worked during the PAGA Period. Assuming that Named Plaintiff was to prevail on the merits of the PAGA claim, applying the standard penalty of \$100 per pay period yields \$1,598,700 in potential liability.

44. In the alternative, if the Court were to “stack” penalties, (*i.e.*, award multiple PAGA penalties for different Labor Code violations in the same pay period), the potential PAGA penalties could total as high as \$6,673,100:

Lab. Code Section	Violation	Pay Periods	PAGA Penalties
Labor Code §§ 226.7 and 512	Meal and Rest Period Violation	15,987	\$1,598,700
Labor Code §§ 510, 558 1194	Unpaid Time: Auto-Deduct Violation	7,994	\$799,400
Labor Code §§ 510, 558 1194	Unpaid Time: Rounding Violation	15,987	\$1,598,700
Labor Code §§ 510, 558, 1194	Regular Rate of Pay Violation	10,776	\$1,077,600
Labor Code § 226	Wage Statement Violation	15,987	\$1,598,700
TOTAL			\$6,673,100

45. The above penalty calculations assume that Named Plaintiff will prevail on the merits. However, Named Plaintiff's claims are contested.

46. In negotiating the amount of the settlement, I took into account the inherent uncertainty in the potential recovery in a PAGA action. By statute, the Court can decline to award the full amount of PAGA penalties where "...if, based on the facts and circumstances of the particular case, to do otherwise, would result in an award that is unjust, arbitrary and oppressive, or confiscatory." *See* Cal. Labor Code § 2699(e)(2). Assuming that Named Plaintiff prevailed on liability, under the facts of this case, I appreciate the substantial risk that Defendant could present a persuasive argument to reduce the amount of PAGA penalties at trial.

47. In this case, Defendant asserted that a substantial reduction in potential PAGA penalties was warranted because: (1) even assuming that Named Plaintiff could establish the predicate violations, the alleged violations were inadvertent; and (2) Aggrieved Employees did not suffer substantial economic harm as a result of the alleged violations of Labor Code. Thus, Defendant contends that no PAGA penalties were needed to punish or deter Defendant for its

1 inadvertent behavior, much less to deter it from committing any future violations that were
2 completely foreclosed by its new payroll practices.

3 48. I am also aware that Courts routinely award far less than the statutory maximum
4 amount of civil penalties, even where an underlying violation of the Labor Code is found. As shown
5 in the Court of Appeal's decision in *Carrington v. Starbucks Corp.*, while the plaintiff prevailed on
6 his PAGA claim at trial, the trial court reduced the maximum PAGA penalty amount by 90%, citing
7 the employer's good faith attempt at complying with the law. 30 Cal. App. 5th 504, 517 (2018).
8 Upon review, the Court of Appeal found such reduction to be proper. *Id.* at 539; *see O'Connor v.*
9 *Uber Technologies, Inc.*, 201 F.Supp.3d 1110, 1133 (N.D. Cal., 2016). Thus, assuming that the
10 Court uses *Carrington* as a benchmark and assesses PAGA penalties of approximately 10% of the
11 total maximum, a more realistic estimate of the maximum PAGA penalties at issue—even with
12 “stacking”—is \$667,310.

13 49. Here, based on the amounts explained above, the total exposure for Named
14 Plaintiff's class and PAGA claims amount to \$14,279,347. However, this figure assumes that the
15 Court would award full PAGA penalties for each proven violation during a pay period. In the
16 alternative, if the Court applies a single penalty per pay period, the PAGA penalties are reduced to
17 \$1,598,700. Taking into account this reduced penalty calculation, the realistic exposure on the class
18 and PAGA claims totals \$9,204,947. The Settlement Fund here is \$1,100,000.00, and thus amounts
19 to approximately 11.95% of the total estimated liability.

20 **ESTIMATED INDIVIDUAL CLASS SETTLEMENT PAYMENTS**

21 50. The Payout Fund is estimated to be approximately \$638,333.34. On raw average,
22 and assuming the participation of approximately 300 Class Members, each Class Member may
23 potentially recover approximately \$212.78 from the Payout Fund. The amount actually paid to each
24 Class Member may increase or decrease depending on whether the employee separated employment
25 (*see* paragraph 18, *supra*), the actual number of pay periods worked during the Class Period and the
26 number of opt-outs received. To the extent that there are valid opt-outs, the Claims Administrator
27 will proportionately increase the individual settlement payments to each Settlement Class Member
28 so that the amount distributed to Settlement Class Members equals 100% of the Payout Fund.

1 **THE SETTLEMENT IS FAIR, REASONABLE AND ADEQUATE**

2 51. I believe that Named Plaintiff and the Class could prevail at trial. However, I also
3 believe in the fairness of the settlement, which is based on factoring in the uncertainty and risks
4 attendant to not prevailing on one or more theories of liability, the possibility of losing at trial and
5 potential for appeals. Moreover, as Defendant adamantly denies that it should be liable for the full
6 extent of the alleged damages and penalties, there is a possibility that Named Plaintiff and the Class
7 would be awarded less or recover nothing at trial. Thus, after taking into account sharply disputed
8 legal issues involved in this litigation, the risks associated with further prosecution, delays caused
9 by potential appeals, and the substantial benefits to be received pursuant to the Agreement, I believe
10 that the proposed settlement is fair, reasonable, and adequate and is in the best interests of the Class.

11 **ATTORNEY EXPERIENCE**

12 52. Diversity Law Group has a great deal of experience in wage and hour class action
13 litigation and has been approved as class counsel in a number of class actions.

14 53. My qualifications are as follows: I was the 2003 recipient of the Spelman
15 Presidential Scholarship to Emory University School of Law. During law school, I was a summer
16 associate at the law firm of Sonnenschein, Nath and Rosenthal, and clerked with the Atlanta office
17 of the Equal Employment Opportunity Commission. I received my J.D. from Emory University in
18 2006 and was admitted to the California Bar in December 2006. Following law school, I was an
19 associate at Sonnenschein from September 2006 to May 2009.

20 54. Since 2009, my primary area of practice has been employment litigation. I have
21 practiced law at two preeminent employment defense firms. From May 2009 to June 2011, I was an
22 associate at Ogletree, Deakins, Nash, Smoak & Stewart, P.C. I was also an associate, and then
23 senior associate, in the labor and employment practice group of Seyfarth Shaw, LLP from June
24 2011 to May 2016. At both Ogletree and Seyfarth, I represented a wide array of fortune 500
25 companies in employment litigation in both state and federal courts, as well as before government
26 agencies, including the California Department of Labor. My practice included the defense of single
27 plaintiff and multi-plaintiff lawsuits involving claims under the California Fair Employment and
28 Housing Act, the California Labor Code and the Fair Labor Standards Act. I also handled a number

1 of wage and hour class actions.

2 55. In June 2016, I joined Diversity Law Group, P.C. where I spend most of my time
3 handling employment cases. I primarily represent employees.

4 56. I served as the lead associate on a number of wage and hour class actions, including
5 *Martha Cardenas v. Gold's Gym*, Los Angeles County Superior Court Case No. BC445112;
6 *Nathaniel Werner v. Crown Equipment Corporation*, Los Angeles County Superior Court Case No.
7 BC439428; *Christopher Williams v. Allstate Insurance Co.*, Los Angeles County Superior Court
8 Case No. BC382577; *Hwang v. Caltech*, Los Angeles County Superior Court Case No. BC464894;
9 *Melissa Roberts v. Zale Delaware, Inc.*, Los Angeles Superior Court Case No. BC523610; *Michael*
10 *Oliver v. Konica Minolta Business Solutions U.S.A., Inc.*, Santa Clara County Superior Court Case
11 No. 114-CV-263183; *Tessa Hodge v. Zale Delaware, Inc., d/b/a Piercing Pagoda*, San Bernardino
12 Superior Court Case No CIVVS1301632; *Warren v. Paychex, Inc.*, N.D. Cal. Case No. 3:10-cv-
13 02006; *Tapia v. Zale Delaware Inc. et al*, S.D. Cal. Case No. 3:13-cv-01565; and *Benjamin Burgess*
14 *et al v. Tesoro Refining and Marketing Company et al*, C.D. Cal. Case No. 2:10-cv-05870.

15 57. I have been approved as class counsel in a number of class actions by the Superior
16 Courts of California and United States District Courts, including: *Antonio Becerra-Mata v. PSC*
17 *Industrial Outsourcing, LP*, San Benito County Superior Court Case No. CU-15-00030; *Andrew*
18 *Vasquez v. Earthbound Farm, LLC*, San Benito County Superior Court Case No. CU-17-00171;
19 *Francisco Pulido v. Westrock Services, Inc.*, San Benito County Superior Court Case No. CU-18-
20 00074; *Kosal So v. Owens-Brockway Glass Container, Inc.*, Los Angeles County Superior Court
21 Case No. BC608609; *John Obiols v. Lockheed Martin Corporation*, Santa Clara County Superior
22 Court Case No. 17CV314178; and *Eric Chavez v. Converse, Inc.*, N.D. Cal. Case No. 15-cv-03746-
23 NC.

24 58. I also second chaired two jury trials where I represented the prevailing defendant.
25 Both cases involved employees who brought claims against their former employers pursuant to the
26 Fair Employment & Housing Act. The cases are: *Jeff Cowell v. Eaton Aerospace LLC et al*, Los
27 Angeles County Superior Court Case No. BC401543; and *Richard Gulden v. Pratt & Whitney*
28 *Rocketdyne Inc. et al.*, Los Angeles County Superior Court Case No. BC468909.

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

Kristen M. Agnew

EXHIBIT A

ROBERT JORDAN

c/o DIVERSITY LAW GROUP, P.C.
515. S. Figueroa St., Suite 1250
LOS ANGELES, CALIFORNIA 90071
TELEPHONE (213) 488-6555
FACSIMILE (213) 488-6554

December 29, 2021

VIA ON-LINE FILING WITH LWDA AND CERTIFIED MAIL, RETURN RECEIPT
REQUESTED TO EMPLOYER

California Labor & Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
PAGA@dir.ca.gov

Re: *Jordan v. Mondelez Global LLC*

To Whom It May Concern:

This correspondence shall constitute written notice under Labor Code section 2699.3 of the claims asserted on behalf of myself and all similarly aggrieved employees against my former employer, Mondelez Global LLC (the "Company"). Specifically, I allege:

1. The Company violated Labor Code §§ 226.7 and 512 by not authorizing and permitting timely duty-free meal periods. Specifically, due to work requirements, I and other aggrieved employees were routinely denied our ability to take our 30-minute meal breaks. Despite not being provided with timely off-duty meal breaks, the Company did not pay any premiums for such missed breaks, and still automatically deducted 30 minutes of time from our wages, which results in further violations of Labor Code §§ 510, 558, 1194, 1197 and 1197.1 for failure to pay wages. Further as a result of such violations, the Company violated Labor Code §§ 201-203 by not paying employees all of their premiums upon separation of employment, and Labor Code § 226 as the wage statements failed to accurately identify the gross/net wages earned, applicable hours worked, and total hours worked.

2. As a wholly separate violation, the Company violated Labor Code § 226 by failing to provide me and other aggrieved employees accurate wage statements. In addition, and apart from the allegations set forth above, the wage statements failed to identify the applicable rate of pay and hours for shift differential wages. Specifically, when shift differential wages were paid, the wage statements do not identify how such wages were calculated.

The address for the Company is:

Mondelez Global LLC
905 West Fulton Market
Suite 200
Chicago, IL 60607

Please contact my attorneys at the address/telephone number listed above if you have any questions regarding this matter.

December 29, 2021

Page 2

Sincerely,

A3969D10028D47F...
robert jordan
DocuSigned By: Robert Jordan
Robert Jordan

cc: Mondelez Global LLC (by certified mail)

EXHIBIT B

Larry W. Lee (State Bar No. 228175)
Kristen M. Agnew (State Bar No. 247656)
Nicholas Rosenthal (State Bar No. 268297)
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile

William L. Marder (State Bar No. 170131)
bill@polarislawgroup.com
Polaris Law Group
501 San Benito Street, Suite 200
Hollister, CA 95023
(831) 531-4214
(831) 634-0333 facsimile

Attorneys for Plaintiff and the Class

[Additional counsel listed on following page]

**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
Trial Date: None Set

1 SHEPPARD MULLIN RICHTER & HAMPTON LLP
A Limited Liability Partnership

2 Including Professional Corporations

SAMANTHA D. HARDY, Cal. Bar No. 199125

3 LINDA Z. SHEN, Cal. Bar No. 294039

BERNICE DIAZ, Cal. Bar No. 329246

4 501 West Broadway, 18th Floor

San Diego, California 92101-3598

5 Telephone: 619-338-6500

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6 Email: shardy@sheppardmullin.com

lshen@sheppardmullin.com

7 bdiaz@sheppardmullin.com

8 Attorneys for Defendant MONDELÉZ GLOBAL LLC

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

2 I. Settlement Agreement. This Joint Stipulation of Class and Representative Action
3 Settlement (“Stipulation” or “Agreement”) is made by and between plaintiff Robert Jordan
4 (“Named Plaintiff”), on behalf of himself and each of the other “Class Members” as defined
5 herein, on the one hand, and defendant Mondelēz Global LLC (“Defendant” or “Mondelēz
6 Global”) on the other hand, in the consolidated action pending in San Bernardino County
7 Superior Court, Case No. CIVSB2202758 (“Action” or “Class Action”), and subject to the
8 approval of the Court. Named Plaintiff and Defendant shall hereinafter be referred to
9 collectively as the “Parties,” and each individually, a “Party.”

10 II. Definitions.

11 A. The term “Settlement” means the settlement described in this Stipulation.

12 B. The term “Claims Administrator” means CPT Group, the firm that the
13 Parties mutually agreed shall be responsible for the administration of the Settlement, distribution
14 of any amounts owed under this Settlement, and matters necessarily related thereto, pursuant to the
15 terms of this Stipulation.

16 C. The term “Court” as used herein means San Bernardino County Superior
17 Court.

18 D. The term “Named Plaintiff’s Counsel” or “Class Counsel” means Larry W.
19 Lee, Kristen M. Agnew, and Nicholas Rosenthal of Diversity Law Group, P.C. and William L.
20 Marder of Polaris Law Group.

21 E. The term “Operative Complaint” means the operative First Amended
22 Consolidated Class and Representative Action Complaint filed by Named Plaintiff on May 31,
23 2023 in this Action.

24 F. The term “Class Period” means the time period beginning on February 4,
25 2018 and ending on August 31, 2023.

26 G. The term “PAGA Period” means the time period beginning on January 12,
27 2021 and ending on August 31, 2023.

28 H. The terms “Class” and “Class Members” means all non-exempt employees
employed by, or formerly employed by, Mondelēz Global LLC in the positions of driver,

1 warehouse associate, stockhandler, combo driver/warehouse associate, combo stock driver, combo
2 stockhandler, working foreperson, foreman, and related positions in the State of California during
3 the Class Period. To the extent an individual is both a Class Member and a member of the
4 putative class in *Sauceda v. Mondelez Global LLC* (Case No. CIVSB2114460), pay periods in
5 which they were a member of the *Sauceda* putative class shall be excluded from this Settlement.

6 I. The term “Settlement Class Member” means a Class Member who has not
7 timely and validly requested exclusion from the Settlement.

8 J. The term “Aggrieved Employee” means all non-exempt employees
9 employed by, or formerly employed by, Mondelēz Global LLC in the positions of driver,
10 warehouse associate, stockhandler, combo driver/warehouse associate, combo stock driver, combo
11 stockhandler, working foreperson, foreman, and related positions in the State of California during
12 the PAGA Period.

13 K. The term “Settlement Fund” means the amount of One Million One
14 Hundred Thousand Dollars (\$1,100,000.00) to be paid by Defendant as a result of this Stipulation,
15 subject to the Court granting final approval of the Settlement.

16 L. The term “Payout Fund” means the amount that remains after the Court-
17 approved Attorneys’ Fees Award, the Costs Award, the Incentive Award, the PAGA Payment, and
18 the claims administration expenses have been deducted from the Settlement Fund.

19 M. The term “Attorneys’ Fees Award” means such award of attorneys’ fees the
20 Court may authorize to be paid to Class Counsel for the services they have rendered and will
21 render to Plaintiff and the Class in the Action, subject to the Court finally approving this
22 Stipulation. Defendant agrees not to oppose an Attorneys’ Fees Award of up to one-third (33.33%)
23 of the Settlement Fund, *i.e.*, the sum of Three Hundred Sixty-Six Thousand Six Hundred Sixty-Six
24 Dollars and Sixty-Six Cents (\$366,666.66).

25 N. The term “Costs Award” means such award of litigation costs and expenses
26 as the Court may authorize to be paid to Class Counsel in an amount not to exceed Twenty-Five
27 Thousand Dollars (\$25,000.00), subject to the Court finally approving this Stipulation.

O. The term “Incentive Award” means the amount that the Court authorizes to be paid to Named Plaintiff, in addition to his Individual Class Settlement Award and Individual PAGA Penalty Payment, in recognition of his efforts and risks in assisting with the prosecution of the Action. Subject to the Court granting final approval, the Parties agree that Named Plaintiff shall be paid up to Ten Thousand Dollars (\$10,000.00) from the Settlement Fund.

P. The term “PAGA Payment” means the portion of the Settlement Fund that the Parties have agreed will be allocated to resolve all claims, penalties, and remedies under the Private Attorneys General Act of 2004 (Lab. Code section 2698, *et seq.*, “PAGA”). Subject to final Court approval and pursuant to California Labor Code section 2699(l), the Parties agree that the PAGA Payment shall be Fifty Thousand Dollars (\$50,000.00).

Q. The term “Individual Class Settlement Award” means the amount payable from the Payout Fund to each Settlement Class Member.

R. The term “Individual PAGA Penalty Payment” means each Aggrieved Employee’s portion of the PAGA Payment calculated in accordance with the calculations described in this Stipulation.

III. Background and Procedural History. On January 12, 2022, Named Plaintiff filed a written notice with the California Labor & Workforce Development Agency (“LWDA”) pursuant to PAGA, alleging that Defendant violated Labor Code sections 201, 202, 203, 226, 226.7, 510, 512, 558, 1194, 1197 and 1197.1.

On February 4, 2022, Named Plaintiff initiated this Action by filing a putative class action complaint asserting causes of action for: (1) violation of Labor Code sections 226.7 and 512; (2) violation of Labor Code sections 1194, 1197 and 1197.1; (3) violation of Labor Code sections 510, 558, and 1194; (4) violation of Labor Code section 226; and (5) violation of Business and Professions Code section 17200, *et seq.* The putative class action complaint also alleged penalties pursuant to Labor Code section 201-203 in connection with the first, second, and third causes of action.

On March 18, 2022, Named Plaintiff initiated a representative action pursuant to PAGA, entitled *Jordan v. Mondelēz Global LLC*, Case No. CIVSB2206168 (“PAGA Action”) on

1 behalf of himself and other similarly situated employees who worked for Defendant. On
2 November 2, 2022, the Court consolidated the PAGA Action with the putative class action filed
3 on February 4, 2022, and both actions are now proceeding under this Action, Case No.
4 CIVSB2202758.

5 On February 13, 2023, the Parties engaged in mediation with Christopher M.
6 Barnes, Esq., an experienced wage and hour class action mediator. After the exchange of further
7 information and extended negotiations following mediation, Named Plaintiff and Defendant
8 reached the present class-wide Settlement, memorialized by a written Memorandum of
9 Understanding (“MOU”) fully executed on May 15, 2023. The settlement discussions were
10 conducted at arm’s-length.

11 In connection with the Settlement, the Parties agreed to the filing of First Amended
12 Consolidated Class and Representative Action Complaint to include (1) the claims alleged in both
13 the initial putative class action and the PAGA Action; (2) claims for unpaid wages predicated on
14 the rounding of total hours worked and related derivative claims; (3) claims for unpaid wages
15 predicated on the calculation of shift differentials and the regular and overtime rates of pay and
16 related derivative claims; and (4) a rest period claim and related derivative claims, including
17 derivative claims predicated on alleged violations of Labor Code sections 201, 202, 203, 226(a),
18 510, 558, 1194, 1197, 1197.1 and 2698 *et. seq.*

19 On May 31, 2023, Named Plaintiff filed the First Amended Consolidated Class and
20 Representative Action Complaint. The First Amended Consolidated Class and Representative
21 Action Complaint is the Operative Complaint. As alleged in the Operative Complaint, Named
22 Plaintiff contends that Defendant (1) failed to provide off-duty meal and/or rest periods to
23 employees or pay meal/rest period premiums in lieu thereof, in violation of Labor Code sections
24 226.7 and 512; (2) failed to pay for all hours worked in violation of Labor Code sections 510, 558,
25 1194, 1197, and 1197.1; (3) failed to provide accurate, itemized wage statements, in violation of
26 Labor Code section 226(a); (4) failed to pay all wages upon termination of employment, in
27 violation of Labor Code sections 201, 202, 203; (5) engaged in Unfair Business Practices in
28 violation of the UCL, the California Labor Code, and the applicable IWC Wage Orders; and (6)

1 violated PAGA, Labor Code section 2698 *et. seq.* Named Plaintiff seeks to represent the Class and
2 other Aggrieved Employees, and seeks damages, penalties, attorneys' fees, and costs.

3 IV. Investigation in the Class Action. The Parties conducted an investigation of the
4 facts and law during the prosecution of this Action. Such investigations have included, *inter alia*,
5 the exchange of information through informal discovery leading up to mediation, including: the
6 exchange of hundreds of pages of documents, which included Defendant's collective bargaining
7 agreements and Named Plaintiff's time and payroll records, and numerous data points relating to
8 the number of Class Members, the number of shifts worked by Class Members during the Class
9 Period, the number of pay periods at issue during the Class Period, the average hourly rates of
10 Class Members during the Class Period, the number of wage statements issued to Class Members,
11 and the number of Class Members who separated employment, as well as similar data relating to
12 the PAGA claims, which allowed Class Counsel to conduct a full damages analysis as to the class
13 and PAGA claims. Counsel for the Parties further investigated the applicable law as applied to the
14 facts discovered regarding the alleged claims of Named Plaintiff and potential defenses thereto,
15 and the damages claimed by Named Plaintiff on behalf of himself and the Class Members.

16 V. Benefits of Settlement to Class Members. Named Plaintiff recognizes the expense
17 and length of the proceedings necessary to continue litigation against Defendant through trial and
18 through any possible appeals. Named Plaintiff has also taken into account the uncertainty and risk
19 of further litigation, and the difficulties and delays inherent in such litigation. Named Plaintiff is
20 also aware of the burdens of proof necessary to establish liability for the claims asserted in the
21 Action, Defendant's defenses thereto, and the difficulties in establishing damages for Named
22 Plaintiff and other Class Members. Named Plaintiff has further taken into account the Parties'
23 extensive settlement negotiations, which negotiations resulted in the material settlement terms
24 entered into by way of the MOU on May 15, 2023. Based on the foregoing, Named Plaintiff has
25 determined that the Settlement set forth in this Agreement is fair, adequate, and reasonable, and is
26 in the best interests of Class Members.

27 VI. Defendant's Reasons for Settlement. Defendant has concluded that any further
28 defense of this litigation would be protracted and expensive for all Parties. Substantial amounts of
time, energy and resources of Defendant have been and—unless this Settlement is made—will

1 continue to be devoted to the defense of the claims asserted by Named Plaintiff on behalf of the
2 Class Members. For these reasons, Defendant has agreed to settle in the manner and upon the
3 terms set forth in this Agreement to put to rest the claims as set forth in the Action.

4 VII. Defendant's Denials of Wrongdoing. Defendant has denied and continues to deny
5 each of the claims and contentions alleged by Named Plaintiff in the Class Action. Defendant has
6 repeatedly asserted and continues to assert defenses thereto, and has expressly denied and
7 continues to deny any wrongdoing or legal liability arising out of any of the facts or conduct
8 alleged in the Class Action. Defendant also has denied and continues to deny, *inter alia*, the
9 allegations that Named Plaintiff and/or other Class Members have suffered damages; that
10 Defendant improperly and/or untimely paid Named Plaintiff and/or other Class Members for all
11 wages owed, including minimum and overtime wages; that Defendant failed to provide compliant
12 meal and rest periods to Named Plaintiff and/or other Class Members; that Defendant provided
13 Named Plaintiff and/or other Class Members with inaccurate wage statements; that Defendant
14 failed to timely pay all wages due at termination to Named Plaintiff and/or other Class Members;
15 that Defendant engaged in any unlawful, unfair or fraudulent business practices; that Defendant
16 engaged in any other wrongful conduct as alleged in the Class Action; or that Named Plaintiff
17 and/or other Class Members were harmed by the conduct alleged in the Class Action. Neither this
18 Agreement, nor any document referred to or contemplated herein, nor any action taken to carry out
19 this Agreement, is, may be construed as, or may be used as an admission, concession or indication
20 by or against Defendant of any fault, wrongdoing, or liability whatsoever.

21 VIII. Class Members' Claims. Named Plaintiff claims and continues to claim that the
22 Released Claims (as defined below) have merit and give rise to liability on the part of Defendant.
23 Neither this Agreement nor any documents referred to herein, or any action taken to carry out this
24 Agreement is, or may be, construed as or may be used as an admission by or against Named
25 Plaintiff, Class Members, or Class Counsel as to the merits or lack thereof of the claims asserted.

26 NOW, THEREFORE, IT IS HEREBY STIPULATED, by and between Named
27 Plaintiff on behalf of the Class Members on the one hand, and Defendant on the other hand, and
28 subject to the approval of the Court, that the Class Action is hereby being compromised and

1 settled pursuant to the terms and conditions set forth in this Agreement and that upon the Effective
2 Date (as defined below) the Class Action and PAGA Action shall be dismissed with prejudice,
3 subject to Paragraph 29 below, and shall be a binding and final resolution of any and all claims by
4 Settlement Class Members, subject to the recitals set forth hereinabove which by this reference
5 become an integral part of this Agreement and subject to the following terms and conditions:

6 1. “Effective Date”. As used in this Settlement, “Effective Date” means the
7 date by which the Settlement is finally approved as provided herein and the Court’s Final
8 Judgment becomes final. For purposes of this Paragraph, the Final Judgment “becomes final”
9 when: (i) the period for filing any appeal, writ, or other appellate proceeding opposing the
10 Settlement has elapsed without any appeal, writ, or other appellate proceeding having been filed;
11 (ii) any appeal, writ or other appellate proceeding opposing the Settlement has been dismissed
12 finally and conclusively with no right to pursue further remedies or relief; or (iii) or any appeal,
13 writ or other appellate proceeding has upheld the Court’s final order with no right to pursue further
14 remedies or relief. In this regard, it is the intention of the Parties that the Settlement shall not
15 become effective until the Court’s order approving the Settlement is completely final, and there is
16 no further recourse by an appellant or objector who seeks to contest the Settlement.

17 2. Class Certification. For the purposes of this Stipulation only, the Parties
18 agree to the certification of the Class, to include all present and former non-exempt employees of
19 Mondelēz Global LLC in the State of California who have held the position of driver, warehouse
20 associate, stockhandler, combo driver/warehouse associate, combo stock driver, combo
21 stockhandler, working foreperson, foreman, or any similar position at any point during the Class
22 Period. Defendant represents that there are approximately 300 Class Members. Should for
23 whatever reason the Stipulation not become final, the fact that the Parties were willing to stipulate
24 to class certification as part of the Settlement shall have no bearing on, and shall not be admissible
25 in connection with, the issue of whether a class should be certified in a non-settlement context in
26 this Action, and shall have no bearing on, and shall not be admissible in connection with, the issue
27 of whether a class should be certified in any other lawsuit. The Parties agree that this Settlement
28 was negotiated to include, and is intended to release claims for violations of PAGA and for unpaid
wages under the FLSA.

1 3. Releases as to All Settlement Class Members and Aggrieved Employees.

2 (a) As of the Effective Date, the Settlement Class Members, including
3 Named Plaintiff, shall fully and finally release and discharge Mondelēz Global LLC and its former
4 and present parents, subsidiaries, and affiliated corporations and its and their officers, directors,
5 employees, partners, shareholders and agents, and any other successors, assigns, or legal
6 representatives (“Released Parties”) from the “Released Claims.” For purposes of this Agreement,
7 the “Released Claims” means all claims alleged or that could have been alleged against Defendant
8 and all Defendant-related persons and entities based upon the facts pleaded in the First Amended
9 Consolidated Class and Representative Action Complaint under any theory of law, including but
10 not limited to all claims for unpaid wages, including but not limited to minimum wages, straight
11 time wages, or overtime wages (including but not limited to those claims brought on an off-the-
12 clock, rounding, regular rate, or overtime computation theory); meal and rest period claims; pay
13 stub claims; recordkeeping claims; claims arising under the California Labor Code sections 201,
14 202, 203, 226(a), 226.7, 510, 512, 558, 1194, 1197 and 1197.1; and any and all associated
15 penalties and damages on any and all claims (including but not limited to pay stub penalties,
16 waiting time penalties, late payment penalties, meal and rest period penalties, and liquidated
17 damages), that accrued during the Class Period. The Parties agree that this release shall have full
18 *res judicata* effect as to FLSA claims for all Settlement Class Members as described in *Rangel v.*
19 *PLS Check Cashers of California, Inc.*, 899 F.3d 1106 (9th Cir. 2018), regardless of whether that
20 Settlement Class Member endorses and cashes his or her settlement check.

21 (b) As of the Effective Date, the Aggrieved Employees, including
22 Named Plaintiff, shall fully and finally release and discharge the Released Parties from any and all
23 claims for penalties under the California Private Attorneys General Act, including interest, costs
24 and attorneys’ fees related thereto, predicated on the violation of Labor Code sections 201, 202,
25 203, 226(a), 226.7, 510, 512, 558, 1194, 1197, 1197.1, IWC Wage Orders, local ordinance, or
26 otherwise, that accrued during the PAGA Period and were or could have been alleged against
27 Defendant and all Defendant-related persons and entities based upon the facts pleaded in the First
28 Amended Consolidated Class and Representative Action Complaint under any theory of law.

1 These PAGA claims shall likewise be encompassed within the meaning of “Released Claims” as
2 defined in this Agreement.

3 (c) The Settlement Class Members agree not to sue or otherwise make
4 a claim against any of the Released Parties that is related to the Released Claims. The Aggrieved
5 Employees agree not to sue or otherwise make a claim against any of the Released Parties that is
6 related to the PAGA portion of the Released Claims.

7 4. General Release By Named Plaintiff Only. In addition to the releases made
8 by the Settlement Class Members set forth in Paragraph 3 hereof, Named Plaintiff, as of the
9 Effective Date, makes the additional following general release of all claims, known or unknown.
10 (The release set forth in this Paragraph 4 shall be referred to hereinafter as the “General Release”).

11 Named Plaintiff fully releases and discharges the Released Parties from all claims,
12 demands, rights, liabilities, and causes of action of every nature and description whatsoever,
13 known or unknown, asserted or that might have been asserted, whether in tort, contract, or for
14 violation of any state or federal statute, rule, or regulation arising out of, relating to, or in
15 connection with any act or omission by or on the part of any of the Released Parties committed or
16 omitted prior to the execution hereof. This includes any unknown claims Named Plaintiff does
17 not know or suspect to exist in his favor, which, if known by him, might have affected his
18 settlement with, and release of, the Released Parties or might have affected his decision not to
19 object to the settlement.

20 With respect to the General Release, Named Plaintiff stipulates and agrees that,
21 upon the Effective Date, Named Plaintiff shall be deemed to have, and by operation of the Final
22 Judgment shall have, expressly waived and relinquished, to the fullest extent permitted by law, the
23 provisions, rights, and benefits of Section 1542 of the California Civil Code, or any other similar
24 provision under federal or state law, which provides:

25 **A general release does not extend to claims that the creditor or**
26 **releasing party does not know or suspect to exist in his or her**
27 **favor at the time of executing the release and that, if known by**
28 **him or her, would have materially affected his or her settlement**
with the debtor or released party.

1 Named Plaintiff may hereafter discover facts in addition to or different from those
2 he now knows or believes to be true with respect to the subject matter of the General Release, but
3 Named Plaintiff upon the Effective Date, shall be deemed to have, and by operation of the Final
4 Judgment shall have, fully, finally, and forever settled and released any and all of the claims
5 released pursuant to the General Release, whether known or unknown, suspected or unsuspected,
6 contingent or non-contingent, which now exist, or heretofore have existed upon any theory of law
7 or equity now existing or coming into existence in the future, including, but not limited to, conduct
8 that is negligent, intentional, with or without malice, or a breach of any duty, law, or rule, without
9 regard to the subsequent discovery or existence of such different or additional facts. Named
10 Plaintiff will no longer be an aggrieved employee for purposes of PAGA once the Settlement is
11 approved and Defendant completes its duties under the Settlement Agreement. Named Plaintiff
12 will refrain from filing any litigation against Defendant while the Settlement is pending.

13 5. Settlement Fund. The Settlement Fund shall be distributed under the terms
14 of this Settlement in accordance with Paragraph 6 below. The Settlement Fund has a maximum
15 value of \$1,100,000.00 (One Million One Hundred Thousand Dollars and Zero Cents), inclusive
16 of attorneys' fees, costs and expenses; the incentive payment to Named Plaintiff; payment to the
17 LWDA; taxes associated with the portion of the Individual Class Settlement Awards (except for
18 Defendant's employer-side payroll taxes); and all costs of administration, including settlement
19 administration fees. Under no circumstances will Defendant be liable for an amount that exceeds
20 the total Settlement Fund.

21 At the time of execution of this Agreement, Defendant represents that there are
22 fewer than 45,641 aggregate pay periods in which Class Members performed worked for
23 Defendant during the Class Period in the State of California as a non-exempt employee in the
24 positions of driver, warehouse associate, stockhandler, combo driver/warehouse associate, combo
25 stock driver, combo stockhandler, working foreperson, foreman, and related positions, as based on
26 Defendant's payroll data concerning the specific pay periods during which the Class Members
27 performed worked for Defendant in the State of California in any of the aforementioned positions.
28 In the event this aggregate number of pay periods exceeds 45,641, Defendant shall have the option
of (1) increasing the total Settlement Fund by one percent (1%) for every one percent (1%)

1 increase in pay periods; or (2) ending the Class Period on a date where the total pay period count
2 as computed using this methodology is no greater than 45,641.

3 6. Allocation of Settlement Fund. The Settlement Fund shall be allocated as
4 follows, each subject to final Court approval:

5 (a) the Attorneys' Fees Award to Class Counsel, in an amount not to
6 exceed \$366,666.66 (Three Hundred Sixty-Six Thousand Six Hundred Sixty-Six Dollars and
7 Sixty-Six Cents), representative of thirty-three and one third percent (33.33%) of the Settlement
8 Fund;

9 (b) the Costs Award to Class Counsel, in an amount not to exceed
10 \$25,000.00 (Twenty-Five Thousand Dollars and Zero Cents);

11 (c) the Incentive Award to Named Plaintiff, in an amount not to exceed
12 \$10,000.00 (Ten Thousand Dollars and Zero Cents);

13 (d) the PAGA Payment, in an amount not to exceed \$50,000.00 (Fifty
14 Thousand Dollars and Zero Cents) representative of penalties recoverable under PAGA, 75% of
15 which, or \$37,500.00 (Thirty-Seven Thousand Five Hundred Dollars and Zero Cents) will be paid
16 to the LWDA, and 25% of which, or \$12,500.00 (Twelve Thousand Five Hundred Dollars and
17 Zero Cents) will be paid to the Aggrieved Employees; and

18 (e) reasonable claims administration expenses, in an amount not to
19 exceed \$10,000.00 (Ten Thousand Dollars and Zero Cents), to the Claims Administrator.

20 All payments set forth in this Paragraph 6 (as such amounts may be modified upon
21 final Court approval) shall be paid by Defendant through the Claims Administrator within thirty
(30) days of the Effective Date.

22 7. Plan of Allocation for Payment to Class Members. Within fifteen (15) days
23 after the Effective Date, and solely for purposes of this Settlement, Defendant shall wire the
24 amount of the Settlement Fund into an account set up by the Claims Administrator for distribution
25 in accordance with the following eligibility and settlement formula requirements:

26 (a) Excluded from becoming Settlement Class Members are those Class
27 Members who submit timely and valid requests for exclusion pursuant to the terms and procedures
28 of the Notice of Settlement of Class and Representative Action ("Notice") (attached as Exhibit 1

1 hereto, subject to Court approval).

2 (b) Through the Claims Administrator, Defendant will issue Individual
3 Class Settlement Awards to Settlement Class Members. The Individual Class Settlement Awards
4 will be calculated as follows:

5 (i) The Claims Administrator will divide the Payout Fund by the
6 aggregate number of pay periods Class Members performed worked for Defendant during the
7 Class Period in the State of California as a non-exempt employee in the positions of driver,
8 warehouse associate, stockhandler, combo driver/warehouse associate, combo stock driver, combo
9 stockhandler, working foreperson, foreman, and related positions. The number of pay periods for
10 each Class Member will be determined by Defendant's payroll data concerning the specific pay
11 periods during which the Class Members worked in the State of California in any of the
12 aforementioned positions. Any partial pay period will be expressed as a percentage of a full pay
13 period.

14 (ii) The Payout Fund will be distributed based on the number of
15 pay periods each Class Member performed worked for Defendant during the Class Period in the
16 State of California as a non-exempt employee in the positions of driver, warehouse associate,
17 stockhandler, combo driver/warehouse associate, combo stock driver, combo stockhandler,
18 working foreperson, foreman, and related positions. The number of pay periods worked in the
19 aggregate by each Class Member shall be deemed that Class Member's individual Pay Period
20 Figure. For example, if the Payout Fund was \$650,000.00, and the total pay periods worked by all
21 Class Members was 45,000, this would result in a value of \$14.44 per pay period. A Class
22 Member who worked for Defendant in the State of California in the aforementioned positions for
23 52 pay periods would have a Pay Period Figure of 52 pay periods, and be eligible for an Individual
24 Class Settlement Award of \$14.44 times 52 pay periods, or \$751.11, less applicable deductions as
discussed below.

25 (iii) A Settlement Class Member's Individual Class Settlement
26 Award shall contain a wage portion (33.33%) and a non-wage portion (66.67%). The non-wage
27 portion of the Individual Class Settlement Award includes interest and penalties sought in the
28 Class Action. The non-wage portion shall be allocated evenly between interest and penalties.

1 From the wage portion (33.33%) of each Settlement Class Member's Individual Class Settlement
2 Award, deductions will be made for state and federal taxes and any other applicable payroll
3 deductions owed by Defendant and/or the Settlement Class Member as a result of the payment
4 (except for Defendant's employer-side payroll taxes).

5 (iv) Defendant maintains no reversionary right to any portion of
6 the Payout Fund. If there are any timely and validly submitted requests for exclusion, the Claims
7 Administrator shall proportionately increase the Individual Class Settlement Awards for each
8 Settlement Class Member, as based on the Settlement Class Members' Pay Period Figures, so
9 that the amount actually distributed to Settlement Class Members equals 100% of the Payout
10 Fund.

11 (v) The Claims Administrator shall be responsible for
12 calculating the Individual Class Settlement Awards to be paid to each Settlement Class Member,
13 and for issuing the payments and calculating and withholding all required state and federal taxes
14 owed by the Settlement Class Members and Defendant. Each Settlement Class Member will be
15 issued an IRS Form W-2 for the wage portion of their Individual Class Settlement Award and an
16 IRS Form 1099 for the non-wage portion of their Individual Class Settlement Award.

17 (c) Through the Claims Administrator, Defendant will issue Individual
18 PAGA Penalty Payments to Aggrieved Employees. The Individual PAGA Penalty Payment to
19 Aggrieved Employees will be calculated as follows:

20 (i) Twenty-five percent (25%) of the PAGA Payment ("Net
21 PAGA Payment") shall be allocated proportionally to Aggrieved Employees on a pro rata basis,
22 based on the number of pay periods they performed worked for Defendant during the PAGA
23 Period in the State of California as a non-exempt employee in the positions of driver, warehouse
24 associate, stockhandler, combo driver/warehouse associate, combo stock driver, combo
25 stockhandler, working foreperson, foreman, and related positions. The number of pay periods for
26 each Aggrieved Employee will be determined by Defendant's payroll data concerning the specific
27 pay periods during which the Aggrieved Employees worked in the State of California in any of the
28

(ii) Aggrieved Employees are entitled to 100% of the Net PAGA Payment. Defendant maintains no reversionary right to any portion of the Net PAGA Payment.

(iii) Individual PAGA Penalty Payments shall be allocated as 100% to penalties. The amount of payment shall be reported on IRS Forms 1099 by the Claims Administrator, and each Aggrieved Employee will be issued such form for this payment.

8. Attorneys' Fees Award, Costs Award, and Incentive Award. Class Counsel will request, and Defendant will not oppose, an award of attorneys' fees of up to \$366,666.66 (Three Hundred Sixty-Six Thousand Six Hundred Sixty-Six Dollars and Sixty-Six Cents). This constitutes thirty-three and one-third percent (33.33%) of the value of the Settlement Fund. Class Counsel shall request, and Defendant will not oppose, an award of costs incurred up to \$25,000.00 (Twenty-Five Thousand Dollars and Zero Cents), subject to proof. The Attorneys' Fees Award and Costs Award shall be included in the Settlement Fund. Any Attorneys' Fees Award and Costs Award shall be paid by the Claims Administrator to Class Counsel within thirty (30) days of the Effective Date by wiring the Attorneys' Fees Award and Costs Award to an account designated by Class Counsel. Class Counsel will be issued an IRS Form 1099 for their award of attorneys' fees and costs. If the Court awards attorneys' fees and costs less than the above amounts, the unawarded amounts shall be added to the Payout Fund and shall be distributed proportionately to Settlement Class Members as provided in this Agreement. Class Counsel shall not be permitted to petition the Court for, or accept, any additional payments for fees, costs, or interest, and the Attorneys' Fees Award shall be for all claims for attorneys' fees and costs past, present and future incurred in the Action (including the PAGA Action).

Defendant's payment of the Attorneys' Fees Award and Costs Award to Class Counsel shall constitute full satisfaction of the obligation to pay any amounts to any person, attorney, or law firm for attorneys' fees, expenses or costs in the Action (or the PAGA Action) incurred by any attorney on behalf of Named Plaintiff and/or the Class Members, and shall relieve

1 Defendant, the Claims Administrator, the Settlement Fund, and Defendant's counsel of any other
2 claims or liability to any other attorney or law firm for any attorneys' fees, expenses, and/or costs
3 to which any of them may claim to be entitled on behalf of Named Plaintiff and/or the Class
4 Members. Nonetheless, in the event that one or more of the Parties institutes any legal action or
5 other proceeding against any other Party or Parties to enforce the provisions of this Settlement, or
6 to declare rights and/or obligations under this Settlement, the prevailing Party or Parties shall be
7 entitled to recover from the non-prevailing Party or Parties reasonable attorneys' fees and costs
8 incurred in connection with any enforcement actions.

9 Class Counsel may apply for an Incentive Award in an amount not to exceed a total
10 of \$10,000.00 (Ten Thousand Dollars and Zero Cents), to be paid to Named Plaintiff for his time
11 and effort spent pursuing the Action. Defendant agrees not to oppose such an application, so long
12 as it is consistent with the provisions of this Agreement. Any Incentive Award shall be paid by
13 the Claims Administrator to Named Plaintiff within thirty (30) days of the Effective Date by
14 mailing a check made payable to "Robert Jordan" directly to Named Plaintiff's home address,
15 which Named Plaintiff shall furnish to the Claims Administrator. Named Plaintiff will be issued
16 an IRS Form 1099 for the Incentive Award. If the Court awards an incentive payment less than
17 the above amount, the unawarded amount shall be added to the Payout Fund and shall be
18 distributed proportionately to Settlement Class Members as provided in this Agreement.

19 9. Class List and Data Report. Within fourteen (14) days after the date the
20 Court grants preliminary approval of the Settlement, Defendant shall provide the Claims
21 Administrator with a "Class List and Data Report" showing each Class Member's name, most
22 recent mailing address and telephone number, social security number, the respective number of
23 pay periods each Class Member worked during the Class Period as a driver, warehouse associate,
24 stockhandler, combo driver/warehouse associate, combo stock driver, combo stockhandler,
25 working foreperson, foreman, or similar position, and the respective number of pay periods each
26 Class Member worked during the PAGA Period as a driver, warehouse associate, stockhandler,
27 combo driver/warehouse associate, combo stock driver, combo stockhandler, working foreperson,
28 foreman, or similar position. Within fifteen (15) days of receipt of the Class List and Data Report,

1 the Claims Administrator shall calculate the Individual Class Settlement Award and Individual
2 PAGA Penalty Payment of each Class Member. The Claims Administrator shall keep the Class
3 List and Data Report confidential, shall not share this information with Named Plaintiff or Class
4 Counsel and shall use it only for the purposes described herein. Additionally, Named Plaintiff and
5 Class Counsel shall not at any point be entitled to the names or contact information for the Class
6 Members. However, Class Counsel will be provided an extract of the Class List and Data Report
7 containing (i) the last four digits of each Class Member's social security number; (ii) the number
8 of pay periods each Class Member worked during the Class Period and PAGA Period as a driver,
9 warehouse associate, stockhandler, combo driver/warehouse associate, combo stock driver, combo
10 stockhandler, working foreperson, foreman, or similar position; and (iii) the number of pay
11 periods each Class Member worked during the PAGA Period as a driver, warehouse associate,
12 stockhandler, combo driver/warehouse associate, combo stock driver, combo stockhandler,
13 working foreperson, foreman, or similar position. This extract will allow Class Counsel to locate
14 and examine the relevant data for any individual Class Member so that they can fulfill their duties
15 as Class Counsel. In addition, Class Counsel's contact information will be included on the Notice
16 so that any Class Members expressly wishing to contact Class Counsel may do so.

17 10. Operation of the Settlement Fund.

18 (a) At no time shall Defendant have the obligation to segregate the
19 funds comprising the Settlement Fund from their other assets and will retain exclusive authority
20 over, and responsibility for, those funds.

21 (b) The Claims Administrator will calculate the Individual Class
22 Settlement Awards to be paid to the Settlement Class Members from the Payout Fund in
23 accordance with the terms and provisions of this Agreement.

24 (c) The Claims Administrator will calculate the Individual PAGA
25 Penalty Payments to be paid to the Aggrieved Employees from the Net PAGA Payment in
26 accordance with the terms and provisions of this Agreement.

27 (d) The Claims Administrator shall have the authority and obligation to
28 make payments, credits and disbursements, including payments and credits in the manner set forth

1 herein, to Settlement Class Members and Aggrieved Employees in accordance with the
2 methodology set out in this Agreement and orders of the Court, and shall do so.

3 (e) To the extent any tax returns must be filed for the Settlement Fund
4 pursuant to this Agreement, the Claims Administrator shall cause to be timely and properly filed
5 all informational and other tax returns, if any, necessary with respect to the Settlement Fund. Such
6 returns shall be consistent with this Paragraph. The Parties do not believe the Settlement Fund
7 will generate any taxable income. However, if any taxable income is generated by the Settlement
8 Fund, in all events the tax returns filed shall reflect that all taxes payable on the taxable income of
9 the Settlement Fund, if any, shall be paid from the Settlement Fund. Any expenses consisting of
10 the expenses and costs incurred in connection with the operation and implementation of this
11 Paragraph (including, without limitation, reasonable expenses of tax attorneys, accountants or
12 other designees retained by the Claims Administrator as required for the preparation and filing of
13 tax returns described in this Paragraph) shall be treated as, and considered to be, a cost of
14 administration of the Settlement.

15 (f) No person shall have any claim against Defendant, Defendant's
16 counsel, Named Plaintiff, Class Members, Class Counsel or the Claims Administrator based on
17 distributions and payments made in accordance with this Agreement.

18 11. Notice/Approval of Settlement and Settlement Implementation. As part of
19 this Settlement, the Parties agree to the following procedures for obtaining preliminary Court
20 approval of the Settlement, notifying Class Members, obtaining final Court approval of the
21 Settlement, and processing the settlement payments:

22 (a) Preliminary Settlement Hearing. Named Plaintiff shall request a
23 hearing before the Court to request preliminary approval of the Settlement.

24 (b) Preliminary Approval Order. In conjunction with this hearing,
25 Named Plaintiff will submit this Agreement, which sets forth the terms of this Settlement, and will
26 include proposed forms of all notices and other documents as attached hereto necessary to
27 implement the Settlement. Simultaneous with the filing of this Stipulation and solely for purposes
28 of this Settlement, Named Plaintiff will request the Court to enter the Preliminary Approval Order

1 (“Preliminary Approval Order” or “Order”) (attached as Exhibit 2 hereto), preliminarily approving
2 the proposed Settlement, and setting a date to determine final approval of the Settlement
3 (“Settlement Hearing”). The Order shall provide for notice of the Settlement and related matters
4 to be sent to Class Members as specified herein. The Parties will request the Court, in its
5 preliminary approval of this Settlement, to enjoin any Class Members from initiating or
6 prosecuting any proceeding on any claim to be released pursuant to this Stipulation unless, and
7 until, either the Class Member submits a timely and valid request for exclusion, or the Effective
8 Date does not occur.

9 (c) Interim Stay of Proceedings. The Parties agree to hold all Court
10 proceedings in this Action in abeyance pending the preliminary approval hearing and final
11 Settlement Hearing to be conducted by the Court. No additional discovery shall be conducted in
12 this Action unless the Settlement is nullified in accordance with Paragraph 11(l) below.

13 (d) Notice to Class Members. Notice of the Settlement shall be
14 provided to Class Members using the following procedures:

15 (1) Claims Administrator. CPT Group, located at 50 Corporate
16 Park, Irvine, CA 92606; Telephone: (800) 542-0900; Website: <https://www.cptgroup.com/>, or
17 such other entity upon whom the Parties mutually agree, shall be retained to serve as Claims
18 Administrator. The Claims Administrator shall be responsible for preparing, printing and mailing
19 the Notice (attached as Exhibit 1 hereto, subject to Court approval) as directed by the Court to the
20 Class Members; determining eligibility for payment as Settlement Class Members and the amount
21 of any such payments, along with the amount of all payroll tax deductions to be withheld; keeping
22 track of opt-outs; drafting and mailing the Individual Class Settlement Award and Individual
23 PAGA Penalty Payment checks to the Settlement Class Members and Aggrieved Employees; and
24 for such other tasks as the Parties mutually agree or the Court orders the Claims Administrator to
25 perform. The Parties each represent they do not have any financial interest in the Claims
26 Administrator or otherwise have a relationship with the Claims Administrator that could create a
27 conflict of interest. Defendant shall be responsible for paying to the Claims Administrator at such
28 times as requested by the Claims Administrator, and as set forth herein, those amounts necessary

1 to enable the Claims Administrator to pay Settlement Class Members, Named Plaintiff, the
2 LWDA, and Class Counsel.

3 (2) Notice By First-Class Mail. Within thirty (30) days after
4 receipt of the Class List and Data Report, as provided herein, the Claims Administrator shall mail
5 the jointly prepared Notice to Class Members via first-class regular U.S. mail (the "Notice Date").
6 Class Members will have thirty (30) days from the Notice Date to submit timely and valid requests
7 for exclusion from the Settlement or to object to the Settlement (the "Objection/Exclusion
8 Deadline Date"). Prior to mailing, the Claims Administrator will perform a search based on the
9 National Change of Address Database information to update and correct for any known or
10 identifiable address changes and, if necessary, perform reasonable skip-tracing efforts to locate
11 Class Members. If a new address is obtained by way of a returned Notice, the Claims
12 Administrator shall promptly forward the original Notice to the updated address via first-class
13 regular U.S. mail indicating on the original Notice the date of such re-mailing.

14 The Claims Administrator shall regularly report to the Parties, in written form, the
15 substance of the work performed and the total amount of claims approved for payment and/or
16 paid. The Claims Administrator will, on a weekly basis during and for a reasonable period
17 following the Objection/Exclusion Deadline Date, provide updates to Class Counsel and
18 Defendant's counsel as to the number of Class Members who submitted (i) timely and valid
19 requests for exclusion or (ii) objections. To the extent practicable, the weekly updates shall also
20 provide updated data on the extent of Notices that are returned undeliverable and any re-mailing
21 efforts. These updates shall not identify any Class Members by name, address, social security
22 number, or any other information. Additionally, Named Plaintiff and Class Counsel shall not at
23 any point be entitled to the names or contact information for the Class Members.

24 Within ten (10) days after the Objection/Exclusion Deadline Date, the Claims
25 Administrator will prepare a declaration to be provided to Class Counsel and Defendant's counsel
26 for filing in support of Named Plaintiff's motion for final approval attesting to the following: (i)
27 its mailing efforts regarding the Notice; (ii) its receipt of timely and valid requests for exclusion;
28 (iii) its inability to deliver the Notice to Class Members, if any; (iv) the number of Settlement

1 Class Members and the total number of claimed pay periods out of the total number of pay periods
2 for all Class Members; (v) the highest and lowest estimated Individual Class Settlement Awards
3 and Individual PAGA Penalty Payments, along with the estimated average Individual Class
4 Settlement Award and Individual PAGA Penalty Payment. No less than ten (10) days before the
5 Settlement Hearing, the Claims Administrator will prepare and submit to Class Counsel and
6 counsel for Defendant for filing in support of the final approval motion any supplemental
7 declaration as applicable.

8 In the event the procedures in this section are followed and the intended recipient of
9 a Notice still does not receive the Notice, the intended recipient shall remain a Settlement Class
10 Member and will be bound by all terms of the Settlement and any Final Judgment entered by the
11 Court if the Settlement is approved by the Court.

12 (e) Procedure for Payment of Individual Class Settlement Awards and
13 Individual PAGA Penalty Payments. Except for Class Members who submit timely and valid
14 requests for exclusion as provided herein, all Class Members will receive an Individual Class
15 Settlement Award check and shall become Settlement Class Members.

16 Individual Class Settlement Awards for Settlement Class Members and Individual
17 PAGA Penalty Payments to Aggrieved Employees shall be paid pursuant to the settlement formula
18 set forth herein within thirty (30) days after the Effective Date. The Claims Administrator's
19 determination of eligibility for, and the amounts of, any Individual Class Settlement Award or
20 Individual PAGA Penalty Payment under the terms of this Agreement, shall be conclusive, final
21 and binding on all Parties, including all Settlement Class Members and all Aggrieved Employees.

22 Checks paid to Settlement Class Members and Aggrieved Employees shall remain
23 valid and negotiable for one hundred twenty (120) days from the date of their issuance ("Check
24 Stale Date") and may thereafter automatically be canceled if not cashed by a Settlement Class
25 Member and/or Aggrieved Employee within that time. The funds corresponding to voided checks
26 pursuant to this Paragraph shall be transferred to the California Department of Industrial Relations
27 Unclaimed Wage Fund with the identity of the Settlement Class Member or Aggrieved Employee
28 to whom the funds belong, to be held for the Settlement Class Member or Aggrieved Employee

1 per California Unclaimed Property Law, in the interest of justice. The money paid to the
2 California Department of Industrial Relations Unclaimed Wage Fund will remain the Settlement
3 Class Member's and/or Aggrieved Employee's property. This allows Settlement Class Members
4 and Aggrieved Employees who did not cash their checks to collect their Individual Class
5 Settlement Awards and/or Individual PAGA Penalty Payments at any time in the future.

6 (f) Procedure for Objecting to or Requesting Exclusion From Class
7 Action Settlement.

8 (1) Procedure for Objecting. The Notice shall provide that Class
9 Members who wish to object to the Settlement must file with the Court and serve on counsel for
10 the Parties a written statement objecting to the Settlement. Such written objection must contain
11 the name (and former names, if any), current address, telephone number, last four digits of social
12 security number, and dates and location(s) of employment by Defendant of the person objecting;
13 whether the objector has retained an attorney; and if the objector has retained an attorney, the
14 name of the firm, name of the attorney, address, and telephone number. Such written statement
15 must be filed with the Court and served on counsel for the Parties no later than thirty (30) days
16 after the date the Notice is first mailed (the "Objection/Exclusion Deadline Date"). Class
17 Members may also provide any written objections to the Claims Administrator, who shall then
18 inform the Parties of the existence and substance of the objection, and permit the Parties to file the
19 objection with the Court. No Class Member shall be entitled to appear at the final Settlement
20 Hearing (whether individually or through separate counsel at his or her own expense) or to object
21 to the Settlement, and no written objections or briefs submitted by any Class Member shall be
22 received or considered by the Court at the Settlement Hearing, unless written notice of the Class
23 Member's intention to appear at the Settlement Hearing, and copies of any written objections or
24 briefs, have been filed with the Court and served on counsel for the Parties on or before the
25 Objection/Exclusion Deadline Date. The Parties will be permitted to respond in writing to such
26 objections prior to the Settlement Hearing. Class Members who fail to submit timely and valid
27 written objections in the manner specified above shall be deemed to have waived any objections
28 and shall be foreclosed from making any objection (whether by appeal or otherwise) to the

1 Settlement. Further, if the objector retains an attorney, the attorney must file a valid notice of
2 appearance within seven (7) days after the deadline for submitting objections. Any Class Member
3 who submits a timely and valid objection will still be entitled to his or her Individual Class
4 Settlement Award as a Class Member, and will be bound by the Settlement if the Court approves
5 the Settlement. If a Class Member submits both a timely and valid objection and a timely and
6 valid request for exclusion from the settlement, the objection will not be considered but the
7 request for exclusion will be accepted.

8 (2) Procedure for Requesting Exclusion. The Notice shall
9 provide that Class Members who wish to exclude themselves from the portion of the Settlement
10 that releases class claims must submit a written statement requesting such exclusion on or before
11 the Objection/Exclusion Deadline Date. The Opt-Out Request must additionally state in
12 substance:

13 “I have read the Class Notice and I wish to opt out of the class action and the
14 settlement of class claims in the following case: *Jordan v. Mondelēz Global LLC*,
15 Case No. CIVSB2202758. I understand that my decision to opt out will not
16 preclude my release of claims pursuant to the Private Attorneys General Act, which
17 will be released even if I opt out of the aforementioned class action and settlement
18 of class claims.”

19 Such written request for exclusion must contain the name (and former names, if
20 any), current address, telephone number, last four digits of social security number, and dates and
21 location(s) of employment by Defendant of the person requesting exclusion. Such written request
22 for exclusion must be returned by mail to the Claims Administrator at the specified address, and
23 must be postmarked on or before the Objection/Exclusion Deadline Date. The date of the
24 postmark on the return mailing envelope shall be the exclusive means used to determine whether a
25 request for exclusion has been timely submitted. Any Class Member who submits a timely and
26 valid request for exclusion from the Settlement will not be entitled to any recovery from the
27 Payout Fund and will not be bound by the Settlement, except as to the release of claims pursuant
28 to PAGA and the associated Individual PAGA Penalty Payments, or have any right to object,

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

5 The Claims Administrator shall provide counsel for Defendant with “Database
6 Reports” reflecting the names, social security numbers, and the amount of the Payout Fund
7 allocated to all Class Members who opt out of the Settlement.

8 (g) No PAGA Opt-Out. No Aggrieved Employee may opt out of or be
9 excluded from participating in the portion of the Settlement of that releases PAGA claims. Any
10 Aggrieved Employee who opts out of the class action and the portion of the Settlement that
11 releases class claims shall still receive an Individual PAGA Penalty Payment and still be bound by
12 the release of PAGA claims as defined under the “Released Claims” above.

13 (h) No Solicitation of Settlement Objections or Exclusions. The Parties
14 agree to use their best efforts to carry out the terms of this Settlement. At no time shall any of the
15 Parties or their counsel seek to solicit or otherwise encourage Class Members to submit written
16 objections to the Settlement or requests for exclusion from the Settlement, or appeal from the
17 Court’s Final Judgment.

18 (i) Option to Terminate Settlement. If, after the Objection/Exclusion
19 Deadline Date and before the Settlement Hearing referenced in Paragraph 11(j) below, the number
20 of Class Members who have timely filed with the Court (or submitted to the Claims Administrator
21 for filing with the Court) requests for exclusion total in number more than five percent (5%) of all
22 Class Members, Defendant shall have, in its sole discretion, the option to terminate this
23 Settlement. To be valid, a request for exclusion must be submitted on a timely basis and contain
24 the information as required by the Settlement Agreement. Defendant agrees to meet and confer in
25 good faith with Class Counsel before withdrawing from this Settlement. In the event that
26 Defendant elects to withdraw, Defendant shall provide written notice of such withdrawal to Class
27 Counsel. If Defendant chooses to exercise its right to withdraw from the Settlement, Defendant
28 must do so within ten (10) days after the Claims Administrator notifies Class Counsel and

1 Defendant's counsel of the number of valid opt outs or objections received, which the Claims
2 Administrator will do within ten (10) days after the Objection/Exclusion Deadline Date. Class
3 Counsel may attempt to cause retraction of any election of exclusion by Class Members. If
4 Defendant has exercised its option to withdraw from the Settlement, and Class Counsel succeeds
5 in causing the retraction of sufficient requests for exclusion such that the remaining number of
6 Class Members seeking exclusion does not exceed five percent (5%) of the Class, then
7 Defendant's notice of withdrawal from the Settlement shall automatically be deemed a nullity. To
8 retract a prior request for exclusion, a Class Member must provide to the Claims Administrator, at
9 least three (3) calendar days prior to the Settlement Hearing, or any adjournment thereof, a written
10 notice stating his or her desire to retract his or her request for exclusion from the Settlement. Any
11 withdrawal from this Settlement by Defendant shall have the same effect as a termination of the
12 Settlement Agreement for failure to satisfy a condition of settlement, and the Settlement
13 Agreement shall become null and void and have no further force or effect, and the Class certified
14 pursuant to this Settlement Agreement will be decertified for all purposes. If Defendant chooses
15 to terminate the Settlement based upon this Section, Defendant shall pay the Claims
16 Administrator's fees and costs incurred to that point.

17 (j) Final Settlement Approval Hearing and Entry of Final Judgment.

18 Upon expiration of the Objection/Exclusion Deadline Date, with the Court's permission, a
19 Settlement Hearing shall be conducted to determine final approval of the Settlement along with the
20 amount properly payable for (i) the Attorneys' Fees Award and Costs Award, (ii) the Named
21 Plaintiff's Incentive Award, (iii) the costs of administration, and (iv) the PAGA Payment. Upon
22 final approval of the Settlement by the Court at or after the Settlement Hearing, the Parties shall
23 present a Final Judgment and Order of Dismissal with Prejudice ("Final Judgment") (attached as
24 Exhibit 3 hereto) to the Court for its approval. After entry of the Final Judgment, the Court shall
25 have continuing jurisdiction pursuant to California Code of Civil Procedure section 664.6 solely
26 for purposes of addressing: (i) settlement administration matters and (ii) such post-Final Judgment
27 matters as may be appropriate under court rules or as set forth in this Agreement.

1 Administration of the Settlement shall be completed on or before the date one
2 hundred eighty (180) days after the Effective Date. Upon completion of administration of the
3 Settlement, Defendant shall provide written certification, under penalty of perjury, of such
4 completion to the Court and to Class Counsel. Also upon completion of administration of the
5 Settlement, the Claims Administrator shall provide written certification, under penalty of perjury,
6 of such completion to the Court and counsel for all Parties, as provided herein.

7 (k) Administration Costs. All of Defendant's own legal fees, costs and
8 expenses incurred in this Action shall be borne by Defendant. In accordance with Paragraph 6,
9 claims administration expenses will be part of and paid out from the Settlement Fund. The Parties
10 agree to cooperate in the settlement administration process and to make all reasonable efforts to
11 control and minimize the costs and expenses incurred in administration of the Settlement.

12 (l) Nullification of Settlement Agreement. In the event: (i) the Court
13 does not enter the Order specified herein; (ii) the Court does not finally approve the Settlement as
14 provided herein; (iii) the Court does not enter a Final Judgment as provided herein which becomes
15 final as a result of the occurrence of the Effective Date; (iv) more than five percent (5%) of Class
16 Members submit timely and valid requests for exclusion from the Settlement and Defendant
17 exercises its option to void the Settlement; or (v) the Settlement does not become final for any
18 other reason, this Settlement Agreement shall become null and void and any order or judgment
19 entered by the Court in furtherance of this Settlement shall be treated as void *ab initio*. In such a
20 case, the Parties will seek to reach a revised agreement acceptable to them to be presented to the
21 Court. In the event the Parties cannot reach a mutually acceptable revised agreement, they shall
22 ask the mediator to assist them in resolving the remaining disputes before litigating further. In the
23 event the Parties are unable to reach a revised agreement, or any such revised agreement is not
24 approved by the Court, the Parties shall proceed in all respects as if this Settlement Agreement had
25 not been executed and Defendant will not make any payments under this Settlement Agreement,
26 except that any fees already incurred by the Claims Administrator shall be paid for by Defendant.
27 In the event an appeal is filed from the Court's Final Judgment, or any other appellate review is
28 sought prior to the Effective Date, administration of the Settlement shall be stayed pending final

1 resolution of the appeal or other appellate review. The Parties will work cooperatively in
2 connection with defending the Settlement on appeal, and each Party will file papers in support of
3 the Settlement as necessary and appropriate.

4 12. No Injunctive Relief. As part of this Settlement, Defendant shall not be
5 required to enter into any consent decree, nor shall Defendant be required to agree to any
6 provision for injunctive relief, or to modify or eliminate any of its personnel, compensation or
7 payroll practices, or adopt any new personnel, compensation or payroll practices.

8 13. Privacy of Documents and Information. Named Plaintiff and his counsel
9 agree that none of the documents and information provided to them by Defendant shall be used for
10 any purpose other than prosecution of this Class Action. Defendant agrees that the identities of
11 the Settlement Class Members will not be disclosed to the Settlement Class Members' direct
12 supervisors at Defendant.

13 14. No Effect on Employee Benefits. The Incentive Award, Individual Class
14 Settlement Awards and Individual PAGA Penalty Payment paid to Named Plaintiff, Settlement
15 Class Members and Aggrieved Employees shall be deemed not to be pensionable earnings and
16 shall not have any effect on the eligibility for, or calculation of, any of the employee benefits (e.g.,
17 vacations, holiday pay, retirement plans, etc.) of the respective Named Plaintiff or Settlement
18 Class Members. The Parties agree that any Incentive Award, Individual Class Settlement Awards
19 or Individual PAGA Penalty Payments paid to Named Plaintiff, Settlement Class Members or
20 Aggrieved Employees under the terms of this Agreement do not represent any modification of
21 Named Plaintiff's, Settlement Class Members' or Aggrieved Employees' previously credited
22 hours of service or other eligibility criteria under any employee pension benefit plan or employee
23 welfare benefit plan sponsored by Defendant. Further, any Incentive Award, Individual Class
24 Settlement Awards or Individual PAGA Penalty Payments hereunder shall not be considered
25 "compensation" in any year for purposes of determining eligibility for, or benefit accrual within,
26 an employee pension benefit plan, employee welfare benefit plan sponsored by Defendant, or
27 unemployment benefits. Defendant will not take 401(k) or other benefits deductions from any
28 Incentive Award, Individual Class Settlement Awards or Individual PAGA Penalty Payments.

1 15. Notices. Named Plaintiff shall timely provide the required notice to the
2 LWDA pursuant to Labor Code section 2699(1)(2). Within thirty (30) days of execution of this
3 Agreement, Named Plaintiff will file a Notice of Conditional Settlement of the Action.

4 16. Confidentiality Prior to Preliminary Approval. The undersigned agree that
5 prior to the date of filing papers in support of preliminary approval of the Settlement, they will
6 keep confidential the terms of this Settlement, and there shall be no publicity of any kind relating
7 to this Settlement. Named Plaintiff shall be informed that the Settlement is confidential up until
8 the date of filing papers in support of preliminary approval, and shall be advised to keep this
9 Settlement confidential. Notwithstanding the foregoing, Named Plaintiff and Class Counsel may
10 inform their immediate family and legal, tax, and financial advisors of this Settlement. However,
11 before disclosing any such information to any such person, Named Plaintiff or Class Counsel (as
12 the case may be) shall advise such person(s) that the information is confidential. The disclosure of
13 this information to any other person shall constitute a breach of this Agreement. Prior to the date
14 of filing papers in support of preliminary approval, Class Counsel and counsel for Defendant may
15 not communicate the terms of this Settlement to Class Members, other than Named Plaintiff,
16 including on any websites. Notwithstanding the foregoing, the Parties may discuss the terms of
17 the Settlement in any papers filed with the Court relating to preliminary approval of the
18 Settlement. Defendant may reference this Settlement prior to preliminary approval in its financial
19 disclosures.

20 17. Limited Publicity Following Preliminary Approval. From and after
21 preliminary approval of the Settlement, Named Plaintiff and Class Counsel may comment
22 regarding the specific terms of this Agreement: (1) as required by law; or (2) as required under the
23 terms of this Agreement. In all other cases, Named Plaintiff and Class Counsel agree to not
24 publicize this Settlement in any way. Neither Named Plaintiff nor Class Counsel shall hold any
25 press conference, make any press release, make statements to the press, publish the Settlement on
26 the internet or social media, or in any way affirmatively publicize any information related in any
27 way to the Settlement. Notwithstanding the foregoing, Class Counsel is expressly permitted to
28 disclose the publicly filed terms of this Settlement in their declarations filed in other cases;

1 provided that the declarations are not otherwise publicized or reported, and are only filed with the
2 courts in those other cases. Nothing in this Paragraph or any other provision of this Agreement is
3 intended to prevent the Parties from disclosing factual information regarding any claim for sexual
4 harassment, sex discrimination, or retaliation for reporting sexual harassment or sex discrimination
5 pursuant to Code of Civil Procedure section 1001(a)(3). Further, nothing in this Agreement shall
6 prevent Named Plaintiff from engaging in any form of concerted activity that is protected by
7 Section 7 of the National Labor Relations Act, which is codified at 29 U.S.C. § 157. Information
8 about such rights is available to Named Plaintiff on the National Labor Relations Board's website,
9 www.nlr.gov.

10 18. No Admission by the Released Parties. Defendant and the Released Parties
11 deny any and all claims alleged in this Class Action and deny all wrongdoing whatsoever. This
12 Agreement is not a concession or admission, and shall not be used against Defendant or any of the
13 Released Parties as an admission or indication with respect to any claim of any fault, concession
14 or omission by Defendant or any of the Released Parties. Whether or not the Settlement is finally
15 approved, neither the Settlement, nor any document, statement, proceeding or conduct related to
16 this Agreement, nor any reports or accounts thereof, shall in any event be:

17 (a) construed as, offered or admitted in evidence as, received as, or
18 deemed to be evidence for any purpose adverse to the Released Parties, including, but not limited
19 to, evidence of a presumption, concession, indication or admission by any of the Released Parties
20 of any liability, fault, wrongdoing, omission, concession or damage; or

21 (b) disclosed, referred to or offered or received in evidence against any
22 of the Released Parties, in any further proceeding in the Class Action, or any other civil, criminal
23 or administrative action or proceeding except for purposes of settling this Class Action pursuant to
24 this Agreement or enforcing the terms of this Stipulation.

25 19. CIRCULAR 230 DISCLAIMER. EACH PARTY TO THIS
26 AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY"
27 AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING
28 PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO

1 PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR
2 DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND
3 OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH
4 COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED
5 UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY
6 DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE
7 ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS
8 OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX
9 ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO
10 THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY
11 OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT
12 ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY
13 ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY
14 THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY
15 OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT
16 PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX
17 STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING)
18 UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT
19 OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION
20 CONTEMPLATED BY THIS AGREEMENT.

21 20. Exhibits and Headings. The terms of this Agreement include the terms set
22 forth in any attached Exhibits 1 through 3, which are incorporated by this reference as though fully
23 set forth herein. Any Exhibits to this Agreement are an integral part of the Settlement. The
24 descriptive headings of any Paragraphs or Sections of this Agreement are inserted for convenience
25 of reference only and do not constitute a part of this Agreement.

26 21. Interim Stay of Proceedings. The Parties agree to hold all proceedings in
27 the Class Action, except such proceedings necessary to implement and complete the Settlement, in
28 abeyance pending the Settlement Hearing to be conducted by the Court.

1 22. Amendment or Modification. This Agreement may be amended or
2 modified only by a written instrument signed by counsel for all Parties or their successors-in-
3 interest.

4 23. Entire Agreement. This Agreement and the attached Exhibits constitute the
5 entire agreement among these Parties, and no oral or written representations, or warranties or
6 inducements, have been made to any Party concerning this Agreement or its Exhibits, other than
7 the representations, warranties, and covenants contained and memorialized in such documents.

8 24. Authorization to Enter Into Settlement Agreement. Counsel for all Parties
9 warrant and represent that they are expressly authorized by the Parties whom they represent to
10 negotiate this Agreement and to take all appropriate action required or permitted to be taken by
11 such Parties (including the execution of any other documents) pursuant to this Agreement to
12 effectuate its terms, and to execute any other documents required to effectuate the terms of this
13 Agreement. The Parties and their counsel will cooperate with each other and use their best efforts
14 to effect the implementation of the Settlement.

15 25. Binding on Successors and Assigns. This Agreement shall be binding upon,
16 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

17 26. California Law Governs. All terms of this Agreement and the Exhibits
18 attached hereto shall be governed by and interpreted according to the laws of the State of
19 California.

20 27. Counterparts. This Agreement may be executed in one or more
21 counterparts and transmitted via email or facsimile. All executed counterparts, their copies, and
22 each of them, shall be deemed to be one and the same instrument.

23 28. This Settlement is Fair, Adequate, and Reasonable. The Parties believe this
24 Settlement is a fair, adequate, and reasonable settlement of this Class Action and have arrived at
25 this Settlement in arms-length negotiations, taking into account all relevant factors, present and
26 potential. This Settlement was reached after extensive negotiations.

27 29. Jurisdiction of the Court. The Court shall retain jurisdiction with respect to
28 the interpretation, implementation and enforcement of the terms of this Agreement and all orders

1 and judgments entered in connection therewith, and the Parties and their counsel hereto submit to
 2 the jurisdiction of the Court for purposes of interpreting, implementing and enforcing the
 3 settlement embodied in this Agreement and all orders and judgments entered in connection
 4 therewith.

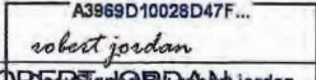
5 30. Cooperation and Drafting. Each of the Parties has cooperated in the
 6 drafting and preparation of this Agreement. Hence, in any construction made of this Agreement,
 7 the same shall not be construed against any of the Parties.

8 31. Invalidity of Any Provision. Before declaring any provision of this
 9 Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest
 10 extent possible consistent with applicable precedents so as to define all provisions of this
 11 Agreement valid and enforceable.

12 32. Named Plaintiff's Waiver of Right to be Excluded and Object. Named
 13 Plaintiff agrees to sign this Agreement, and by signing this Agreement is bound by the terms
 14 herein stated, and further agrees not to request to be excluded from the Settlement and agrees not
 15 to object to any of the terms of this Agreement. Non-compliance by Named Plaintiff with this
 16 Paragraph shall be void and of no force or effect. Any such request for exclusion or objection
 17 shall therefore be void and of no force or effect.

18 **NAMED PLAINTIFF**

19 Date: 8/8/2023

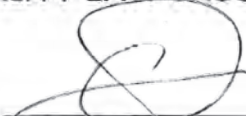
20 
 21 ROBERT JORDAN

22 **NAMED PLAINTIFF'S COUNSEL**

23 DIVERSITY LAW GROUP, P.C.

24 Date: 8/9/23

25 By:

26 
 27 Larry W. Lee
 28 Kristen M. Agnew
 Nicholas Rosenthal
 Attorneys for Named Plaintiff

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Date: 8/8/2023

POLARIS LAW GROUP

By: William L. Marder
William L. Marder
Attorneys for Named Plaintiff

DEFENDANT

MONDELÉZ GLOBAL LLC

Date: _____

By: _____

Its: _____

DEFENDANT'S COUNSEL

SHEPPARD MULLIN RICHTER & HAMPTON
LLP

Date: _____

By: _____
Samantha D. Hardy
Linda Z. Shen
Bernice Diaz
Attorneys for Defendant
Mondelēz Global LLC

POLARIS LAW GROUP

Date: _____

By: _____

William L. Marder
Attorneys for Named Plaintiff

DEFENDANT

MONDELÉZ GLOBAL LLC

Date: August 8, 2023

By: _____

Its: Claudio Perotta

DocuSigned by:

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DEFENDANT'S COUNSEL

SHEPPARD MULLIN RICHTER & HAMPTON
LLP

Date: August 9, 2023

By: Linda Shen
Linda Shen (Aug 9, 2023 10:40 PDT)

Samantha D. Hardy
Linda Z. Shen
Bernice Diaz
Attorneys for Defendant
Mondelēz Global LLC

LIST OF EXHIBITS

1. Notice of Settlement of Class and Representative Action
2. Preliminary Approval Order
3. Final Judgment and Order

EXHIBIT 1

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: [REDACTED], 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: [REDACTED], 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 [REDACTED], 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 [REDACTED] 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 \$ [REDACTED] as your Individual Class Settlement Award. Additionally, Mondelēz Global estimates that you have worked a total of [REDACTED] 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 \$ [REDACTED] 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 CPT Group, located at 50 Corporate Park, Irvine, CA 92606, on or before [REDACTED] (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 [REDACTED]. 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 CPT Group, located at 50 Corporate Park, Irvine, CA 92606, on or before [REDACTED] (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 [REDACTED]. 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 [REDACTED], 2023 at [REDACTED] : [REDACTED] .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 [REDACTED], 2023, or if by mail then postmarked no later than [REDACTED], 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
(800) 542-0900

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

EXHIBIT 2

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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

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.

25
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

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
28

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
28

1 retains jurisdiction to consider all further applications arising out of or connected with the
2 proposed Settlement.

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5 Dated: _____

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HONORABLE DAVID COHN
JUDGE OF THE SUPERIOR COURT

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EXHIBIT 3

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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

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 _____, for final approval of the settlement set forth in the Joint Stipulation of Class
3 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:

9
10 1. All terms used herein shall have the same meaning as defined in the Stipulation.

11
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.

14
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. ____ Class Members
22 objected to the Settlement. ____ Class Members opted out of the Settlement.

23
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

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.

8
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.

18
19 7. The term “Settlement Class Member” means a Class Member who has not timely
20 and validly requested exclusion from the Settlement.

21
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*

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.

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

21
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.

5
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.

16
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: _____

HONORABLE DAVID COHN
JUDGE OF THE SUPERIOR COURT

EXHIBIT C