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as individuals and on behalf of all similarly situated employees

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

HENRY SAUCEDA and ELSA GODINEZ,
as individuals and on behalf of all similarly
situated employees,

Plaintiff,

v.

MONDELÉZ GLOBAL, LLC and DOES 1
through 50, inclusive,

Defendants.

Case No.: CIVSB2114460

[Assigned for all purposes to the Hon. Joseph Ortiz
Dept. S17]

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

Complaint Filed: May 14, 2021
Trial Date: None Set

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TABLE OF CONTENTS

	<u>Page</u>
I. SETTLEMENT AGREEMENT	1
II. DEFINITIONS.....	1
III. BACKGROUND AND PROCEDURAL HISTORY	3
IV. INVESTIGATION IN THE CLASS ACTION	4
V. BENEFITS OF SETTLEMENT TO CLASS MEMBERS	5
VI. DEFENDANT’S REASONS FOR SETTLEMENT.....	5
VII. DEFENDANT’S DENIALS OF WRONGDOING	5
VIII. CLASS MEMBERS’ CLAIMS	6
1. “Effective Date”	6
2. Class Certification	7
3. Releases as to All Settlement Class Members and Aggrieved Employees.	7
4. General Release By Named Plaintiffs Only	8
5. Settlement Fund.....	10
6. Allocation of Settlement Fund	10
7. Plan of Allocation for Payment to Class Members	11
8. Attorneys’ Fees Award, Costs Award, and Incentive Award	13
9. Class List and Data Report.....	15
10. Operation of the Settlement Fund.	16
11. Notice/Approval of Settlement and Settlement Implementation	17
12. No Injunctive Relief	25
13. Privacy of Documents and Information	25
14. No Effect on Employee Benefits.....	26
15. Notices.....	26
16. Confidentiality Prior to Preliminary Approval.....	26
17. Limited Publicity Following Preliminary Approval	27
18. No Admission by the Released Parties	28

1	19.	CIRCULAR 230 DISCLAIMER	29
2	20.	Exhibits and Headings.....	30
3	21.	Interim Stay of Proceedings	30
4	22.	Amendment or Modification.....	30
5	23.	Entire Agreement	30
6	24.	Authorization to Enter Into Settlement Agreement.....	30
7	25.	Binding on Successors and Assigns	30
8	26.	California Law Governs	30
9	27.	Counterparts	31
10	28.	This Settlement is Fair, Adequate, and Reasonable	31
11	29.	Jurisdiction of the Court.....	31
12	30.	Cooperation and Drafting.....	31
13	31.	Invalidity of Any Provision.....	31
14	32.	Named Plaintiffs’s Waiver of Right to be Excluded and Object	31

15
16
17
18
19
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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 plaintiffs Henry Saucedo and
4 Elsa Godinez (“Named Plaintiffs”), on behalf of themselves and each of the other “Class
5 Members” as defined herein, on the one hand, and defendant Mondelēz Global LLC (“Defendant”
6 or “Mondelēz Global”) on the other hand, in the action pending in San Bernardino County
7 Superior Court, Case No. CIVSB2114460 (“Action” or “Class Action”), and subject to the
8 approval of the Court. Named Plaintiffs and Defendant shall hereinafter be referred to collectively
9 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 “Settlement Administrator” means Phoenix Class Action
13 Administration Solutions, the firm that the Parties mutually agreed shall be responsible for the
14 administration of the Settlement, distribution of any amounts owed under this Settlement, and
15 matters necessarily related thereto, pursuant to the terms of this Stipulation.

16 C. The term “Settlement Administrator Costs” means, up to sixteen thousand
17 dollars (\$16,000.00) for the Administration of this matter, pursuant to the terms of this Agreement.

18 D. The term “Court” as used herein means San Bernardino County Superior
19 Court.

20 E. The term “Named Plaintiffs’ Counsel” or “Class Counsel” means Kevin
21 Mahoney and Berkeh Alemzadeh of Mahoney Law Group, APC.

22 F. The term “Operative Complaint” means the Second Amended Complaint, to
23 be filed by Named Plaintiffs on or before July 16, 2024 in this Action pursuant to the Parties’ joint
24 stipulation, and solely for purposes of effectuating this Settlement.

25 G. The term “Class Period” means the time period beginning on February 12,
26 2019 and ending on October 7, 2023.

27 H. The term “PAGA Period” means the time period beginning on May 14,
28 2020 and ending on October 7, 2023.

1 I. The terms “Class” and “Class Members” means all non-exempt employees,
2 employed by or formerly employed by, Mondelēz Global LLC in the positions of merchandisers,
3 sales representatives, and related positions in the State of California during the Class Period.

4 J. The term “Settlement Class Member” means a Class Member who has not
5 timely and validly requested exclusion from the Settlement.

6 K. The term “Aggrieved Employee” means all non-exempt employees
7 employed by, or formerly employed by, Mondelēz Global LLC in positions of merchandisers,
8 sales representatives, and related positions in the State of California during the PAGA Period.

9 L. The term “Settlement Fund” means the amount of Five Hundred Seventy-
10 Seven Thousand Eight Hundred Fifteen Dollars and Eighty-Four Cents (\$577,815.84) to be paid
11 by Defendant as a result of this Stipulation, subject to the Court granting final approval of the
12 Settlement.

13 M. The term “Payout Fund” means the amount that remains after the Court-
14 approved Attorneys’ Fees Award, the Costs Award, the Incentive Awards, the PAGA Payment,
15 and the settlement administration expenses have been deducted from the Settlement Fund.

16 N. The term “Attorneys’ Fees Award” means such award of attorneys’ fees the
17 Court may authorize to be paid to Class Counsel for the services they have rendered and will
18 render to Named Plaintiffs and the Class in the Action, subject to the Court finally approving this
19 Stipulation. Defendant agrees not to oppose an Attorneys’ Fees Award of up to one-third (33.33%)
20 of the Settlement Fund, *i.e.*, the sum of One Hundred Ninety-Two Thousand Six Hundred Five
21 Dollars and Twenty-Eight Cents (\$192,605.28).

22 O. The term “Costs Award” means such award of litigation costs and expenses
23 as the Court may authorize to be paid to Class Counsel in an amount not to exceed Twenty
24 Thousand Dollars (\$20,000.00), subject to the Court finally approving this Stipulation.

25 P. The term “Incentive Awards” means the amounts that the Court authorizes
26 to be paid to Named Plaintiffs, in addition to their Individual Class Settlement Award and
27 Individual PAGA Penalty Payment, in recognition of their efforts and risks in assisting with the
28 prosecution of the Action. Subject to the Court granting final approval, the Parties agree that

1 Named Plaintiffs shall each be paid up to Seven Thousand Five Hundred Dollars (\$7,500.00) from
2 the Settlement Fund, for a maximum total of up to Fifteen Thousand Dollars (\$15,000.00)
3 collectively.

4 Q. The term “PAGA Payment” means the portion of the Settlement Fund that
5 the Parties have agreed will be allocated to resolve all claims, penalties, and remedies under the
6 Private Attorneys General Act of 2004 (Lab. Code section 2698, *et seq.*, “PAGA”). Subject to
7 final Court approval and pursuant to California Labor Code section 2699(l), the Parties agree that
8 the PAGA Payment shall be Twenty-Five Thousand Dollars (\$25,000.00).

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

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

14 III. Background and Procedural History. On May 14, 2021, Plaintiff Henry Saucedo
15 filed an initial Complaint against Defendant for: (1) failure to pay minimum and overtime wages;
16 (2) failure to keep accurate payroll records; (3) failure to pay wages upon ending employment;
17 (4) failure to indemnify for expenditures; and (5) unfair competition. On October 18, 2022,
18 Named Plaintiffs filed a First Amended Complaint against Defendant asserting these same claims.

19 The First Amended Complaint proposes the following class definition: “all non-
20 exempt employees, employed by or formerly employed by, Defendant . . . in the positions of
21 merchandisers, sales representatives, and related positions in the state of California, from four (4)
22 years prior to the filing of this action until judgment in this matter.” However, Defendant
23 previously settled a class action, *Zamarripa v. Mondelēz Global, LLC*, United States District
24 Court, Central District of California, Case No. 8:16-CV-02193-DOC-DFM, which alleged claims
25 nearly identical to those in the instant case. The class definition in that settlement was “All non-
26 exempt employees employed by, or formerly employed by, Mondelēz Global, LLC, in the
27 positions of merchandiser, sales representative, and related positions in the State of California
28 beginning October 21, 2012, and ending on February 11, 2019.” As such, the potential class

1 members in the instant case have released their claims through February 11, 2019, and the Parties
2 have agreed to start the Class Period for this Settlement on February 12, 2019.

3 On August 3, 2022, the Parties engaged in mediation with Steven Rottman, Esq., an
4 experienced wage and hour class action mediator. After the exchange of further information and
5 extended negotiations following mediation, Named Plaintiffs and Defendant reached the present
6 class-wide Settlement, memorialized by a written Memorandum of Understanding (“MOU”) fully
7 executed on March 21, 2024. The settlement discussions were conducted at arm’s-length.

8 In connection with the Settlement, and for Settlement purposes only, the Parties
9 agreed for Plaintiff Elsa Godinez to file a written notice with the California Labor & Workforce
10 Development Agency (“LWDA”) dated April 12, 2024, asserting claims pursuant to PAGA. Also
11 in connection with the Settlement, and for Settlement purposes only, the Parties further agreed to
12 the filing of Second Amended Class and Representative Action Complaint to include (1) the
13 PAGA claims alleged in the LWDA letter; (2) claims predicated on alleged meal and rest period
14 violations and the failure to pay associated premiums; and (3) related derivative claims, including
15 derivative claims predicated on alleged violations of Labor Code sections 201, 202, 203, 226(a),
16 510, 558, 1194, 1197, 1197.1 and 2698 *et. seq.* The Second Amended Class and Representative
17 Action Complaint shall be deemed the Operative Complaint. Named Plaintiff seeks to represent
18 the Class and other Aggrieved Employees, and seeks damages, penalties, attorneys’ fees, and
19 costs.

20 IV. Investigation in the Class Action. The Parties conducted an investigation of the
21 facts and law during the prosecution of this Action. Such investigations have included, *inter alia*,
22 the exchange of information through informal discovery leading up to mediation, including: the
23 exchange of hundreds of pages of documents, which included Named Plaintiffs’ time and payroll
24 records, and numerous data points relating to the number of Class Members, the number of shifts
25 worked by Class Members during the Class Period, the number of workweeks at issue during the
26 Class Period, the average hourly rates of Class Members during the Class Period, the number of
27 wage statements issued to Class Members, and the number of Class Members who separated
28 employment, as well as similar data relating to the PAGA claims, which allowed Class Counsel to

1 conduct a full damages analysis as to the class and PAGA claims. Counsel for the Parties further
2 investigated the applicable law as applied to the facts discovered regarding the alleged claims of
3 Named Plaintiffs and potential defenses thereto, and the damages claimed by Named Plaintiffs on
4 behalf of themselves and the Class Members.

5 V. Benefits of Settlement to Class Members. Named Plaintiffs recognize the expense
6 and length of the proceedings necessary to continue litigation against Defendant through trial and
7 through any possible appeals. Named Plaintiffs have also taken into account the uncertainty and
8 risk of further litigation, and the difficulties and delays inherent in such litigation. Named
9 Plaintiffs are also aware of the burdens of proof necessary to establish liability for the claims
10 asserted in the Action, Defendant's defenses thereto, and the difficulties in establishing damages
11 for Named Plaintiffs and other Class Members. Named Plaintiffs have further taken into account
12 the Parties' extensive settlement negotiations, which negotiations resulted in the material
13 settlement terms entered into by way of the MOU on March 21, 2024. Based on the foregoing,
14 Named Plaintiffs have determined that the Settlement set forth in this Agreement is fair, adequate,
15 and reasonable, and is in the best interests of Class Members.

16 VI. Defendant's Reasons for Settlement. Defendant has concluded that any further
17 defense of this litigation would be protracted and expensive for all Parties. Substantial amounts of
18 time, energy and resources of Defendant have been and—unless this Settlement is made—will
19 continue to be devoted to the defense of the claims asserted by Named Plaintiffs on behalf of the
20 Class Members. For these reasons, Defendant has agreed to settle in the manner and upon the
21 terms set forth in this Agreement to put to rest the claims as set forth in the Action.

22 VII. Defendant's Denials of Wrongdoing. Defendant has denied and continues to deny
23 each of the claims and contentions alleged by Named Plaintiffs in the Class Action. Defendant
24 has repeatedly asserted and continues to assert defenses thereto, and has expressly denied and
25 continues to deny any wrongdoing or legal liability arising out of any of the facts or conduct
26 alleged in the Class Action. Defendant also has denied and continues to deny, *inter alia*, the
27 allegations that Named Plaintiffs and/or other Class Members have suffered damages; that
28 Defendant improperly and/or untimely paid Named Plaintiffs and/or other Class Members for all
wages owed, including minimum and overtime wages; that Defendant failed to provide compliant

1 meal and rest periods to Named Plaintiffs and/or other Class Members; that Defendant provided
2 Named Plaintiffs and/or other Class Members with inaccurate wage statements; that Defendant
3 failed to timely pay all wages due at termination to Named Plaintiffs and/or other Class Members;
4 that Defendant engaged in any unlawful, unfair or fraudulent business practices; that Defendant
5 engaged in any other wrongful conduct as alleged in the Class Action; or that Named Plaintiffs
6 and/or other Class Members were harmed by the conduct alleged in the Class Action. Neither this
7 Agreement, nor any document referred to or contemplated herein, nor any action taken to carry out
8 this Agreement, is, may be construed as, or may be used as an admission, concession or indication
9 by or against Defendant of any fault, wrongdoing, or liability whatsoever.

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

15 NOW, THEREFORE, IT IS HEREBY STIPULATED, by and between Named
16 Plaintiffs on behalf of the Class Members on the one hand, and Defendant on the other hand, and
17 subject to the approval of the Court, that the Class Action is hereby being compromised and
18 settled pursuant to the terms and conditions set forth in this Agreement, and that upon the
19 Effective Date (as defined below), there shall be a binding and final resolution of any and all
20 claims by Settlement Class Members, subject to the recitals set forth hereinabove which by this
21 reference become an integral part of this Agreement and subject to the following terms and
22 conditions:

23 1. "Effective Date". As used in this Settlement, "Effective Date" means the
24 date by which the Settlement is finally approved as provided herein and the Court's Final
25 Judgment becomes final. For purposes of this Paragraph, the Final Judgment "becomes final"
26 when: (i) the period for filing any appeal, writ, or other appellate proceeding opposing the
27 Settlement has elapsed without any appeal, writ, or other appellate proceeding having been filed;
28 (ii) any appeal, writ or other appellate proceeding opposing the Settlement has been dismissed

1 finally and conclusively with no right to pursue further remedies or relief; (iii) or any appeal, writ
2 or other appellate proceeding has upheld the Court's final order with no right to pursue further
3 remedies or relief; or (iv) the period for filing any motion to intervene, motion to vacate or similar
4 motion attempting to disrupt the Settlement has elapsed without any such motion having been
5 filed, or such motion has been denied and is itself unappealable. In this regard, it is the intention
6 of the Parties that the Settlement shall not become effective until the Court's order approving the
7 Settlement is completely final, and there is no further recourse by an appellant or objector who
8 seeks to contest the Settlement.

9 2. Class Certification. For the purposes of this Stipulation only, the Parties
10 agree to the certification of the Class, to include all present and former non-exempt employees of
11 Mondelēz Global LLC in the State of California who have held the position of merchandiser, sales
12 representative, or any similar position at any point during the Class Period. Defendant represents
13 that there are approximately two thousand four hundred thirty-four (2,434) Class Members.
14 Should for whatever reason the Stipulation not become final, the fact that the Parties were willing
15 to stipulate to class certification as part of the Settlement shall have no bearing on, and shall not be
16 admissible in connection with, the issue of whether a class should be certified in a non-settlement
17 context in this Action, and shall have no bearing on, and shall not be admissible in connection
18 with, the issue of whether a class should be certified in any other lawsuit. The Parties agree that
19 this Settlement was negotiated to include, and is intended to release claims for violations of PAGA
20 and for unpaid wages under the FLSA.

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

22 (a) As of the Effective Date, the Settlement Class Members, including
23 Named Plaintiffs, shall fully and finally release and discharge Mondelēz Global LLC and its
24 former and present parents, subsidiaries, and affiliated corporations and its and their officers,
25 directors, employees, partners, shareholders and agents, and any other successors, assigns, or legal
26 representatives ("Released Parties") from the "Released Claims." For purposes of this Agreement,
27 the "Released Claims" means all claims alleged or that could have been alleged against Defendant
28 and all Defendant-related persons and entities based upon the facts pleaded in the Second
Amended Complaint under any theory of law, including but not limited to all claims for unpaid

1 wages, including but not limited to minimum wages, straight time wages, overtime wages, double
2 time wages, or vacation wages (including but not limited to those claims brought on an off-the-
3 clock, rounding, regular rate, overtime computation or other theory); meal and rest period claims;
4 pay stub claims; recordkeeping claims; reimbursement claims; claims arising under the California
5 Labor Code, IWC Wage Orders, local ordinance, or otherwise; and any and all associated
6 penalties and damages on any and all claims (including but not limited to pay stub penalties,
7 waiting time penalties, late payment penalties, meal and rest period penalties, and liquidated
8 damages), that accrued during the Class Period. The Parties agree that this release shall have full
9 *res judicata* effect as to FLSA claims for all Settlement Class Members as described in *Rangel v.*
10 *PLS Check Cashers of California, Inc.*, 899 F.3d 1106 (9th Cir. 2018), regardless of whether that
11 Settlement Class Member endorses and cashes his or her settlement check.

12 (b) As of the Effective Date, the Aggrieved Employees, including
13 Named Plaintiffs, shall fully and finally release and discharge the Released Parties from any and
14 all claims for penalties under the California Private Attorneys General Act, including interest,
15 costs and attorneys' fees related thereto, predicated on the violation of the California Labor Code,
16 including but not limited to sections 201, 202, 203, 226(a), 226.7, 510, 512, 558, 1194, 1197,
17 1197.1, 2802, IWC Wage Orders, local ordinance, or otherwise, that accrued during the PAGA
18 Period and were or could have been alleged against Defendant and all Defendant-related persons
19 and entities based upon the facts pleaded in the Second Amended Complaint under any theory of
20 law. These PAGA claims shall likewise be encompassed within the meaning of "Released
21 Claims" as defined in this Agreement.

22 (c) The Settlement Class Members agree not to sue or otherwise make
23 a claim against any of the Released Parties that is related to the Released Claims. The Aggrieved
24 Employees agree not to sue or otherwise make a claim against any of the Released Parties that is
25 related to the PAGA portion of the Released Claims.

26 4. General Release By Named Plaintiffs Only. In addition to the releases
27 made by the Settlement Class Members set forth in Paragraph 3 hereof, Named Plaintiffs, as of the
28

1 Effective Date, make the additional following general release of all claims, known or unknown.
2 (The release set forth in this Paragraph 4 shall be referred to hereinafter as the "General Release").

3 Named Plaintiffs fully release and discharge the Released Parties from all claims,
4 demands, rights, liabilities, and causes of action of every nature and description whatsoever,
5 known or unknown, asserted or that might have been asserted, whether in tort, contract, or for
6 violation of any state or federal statute, rule, or regulation arising out of, relating to, or in
7 connection with any act or omission by or on the part of any of the Released Parties committed or
8 omitted prior to the execution hereof. This includes any unknown claims Named Plaintiffs do not
9 know or suspect to exist in their favor, which, if known by them, might have affected their
10 settlement with, and release of, the Released Parties or might have affected their decision not to
11 object to the settlement.

12 With respect to the General Release, Named Plaintiffs stipulate and agree that,
13 upon the Effective Date, Named Plaintiffs shall be deemed to have, and by operation of the Final
14 Judgment shall have, expressly waived and relinquished, to the fullest extent permitted by law, the
15 provisions, rights, and benefits of Section 1542 of the California Civil Code, or any other similar
16 provision under federal or state law, which provides:

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

22 Named Plaintiffs may hereafter discover facts in addition to or different from those
23 he now knows or believes to be true with respect to the subject matter of the General Release, but
24 Named Plaintiffs upon the Effective Date, shall be deemed to have, and by operation of the Final
25 Judgment shall have, fully, finally, and forever settled and released any and all of the claims
26 released pursuant to the General Release, whether known or unknown, suspected or unsuspected,
27 contingent or non-contingent, which now exist, or heretofore have existed upon any theory of law
28 or equity now existing or coming into existence in the future, including, but not limited to, conduct
that is negligent, intentional, with or without malice, or a breach of any duty, law, or rule, without

1 regard to the subsequent discovery or existence of such different or additional facts. Named
2 Plaintiffs will no longer be aggrieved employees for purposes of PAGA once the Settlement is
3 approved and Defendant completes its duties under the Settlement Agreement. Named Plaintiffs
4 will refrain from filing any litigation against Defendant while the Settlement is pending.

5 5. Settlement Fund. The Settlement Fund shall be distributed under the terms
6 of this Settlement in accordance with Paragraph 6 below. The Settlement Fund has a maximum
7 value of Five Hundred Seventy-Seven Thousand Eight Hundred Fifteen Dollars and Eighty-Four
8 Cents (\$577,815.84), inclusive of attorneys' fees, costs and expenses; the incentive payments to
9 Named Plaintiffs; payment to the LWDA; taxes associated with the portion of the Individual Class
10 Settlement Awards (except for Defendant's employer-side payroll taxes); and all costs of
11 administration, including settlement administration fees. Under no circumstances will Defendant
12 be liable for an amount that exceeds the total Settlement Fund (other than Defendant's employer-
13 side payroll taxes).

14 At the time of execution of this Agreement, Defendant represents that there are
15 approximately one hundred twenty-six thousand seven hundred fourteen (126,714) aggregate
16 workweeks in which Class Members performed worked for Defendant during the Class Period in
17 the State of California as a non-exempt employee in the positions of merchandisers, sales
18 representatives, and related positions, as based on Defendant's data concerning the specific
19 workweeks during which the Class Members performed worked for Defendant in the State of
20 California in any of the aforementioned positions.

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

23 (a) the Attorneys' Fees Award to Class Counsel, in an amount not to
24 exceed \$192,605.28 (One Hundred Ninety-Two Thousand Six Hundred Five Dollars and Twenty-
25 Eight Cents), representative of thirty-three and one third percent (33.33%) of the Settlement Fund;

26 (b) the Costs Award to Class Counsel, in an amount not to exceed
27 \$20,000.00 (Twenty Thousand Dollars and Zero Cents);
28

(c) the Incentive Awards to Named Plaintiffs, in an amount not to exceed \$7,500.00 (Seven Thousand Five Hundred Dollars and Zero Cents) to each Named Plaintiff, for a maximum total of up to \$15,000.00 (Fifteen Thousand Dollars) collectively;

(d) the PAGA Payment, in an amount not to exceed \$25,000.00 (Twenty-Five Thousand Dollars and Zero Cents) representative of penalties recoverable under PAGA, 75% of which, or \$18,750.00 (Eighteen Thousand Seven Hundred Fifty Dollars and Zero Cents) will be paid to the LWDA, and 25% of which, or \$6,250.00 (Six Thousand Two Hundred Fifty Dollars and Zero Cents) will be paid to the Aggrieved Employees; and

(e) reasonable settlement administration expenses to the Settlement Administrator, not to exceed \$16,000.00 (Sixteen Thousand Dollars and Zero Cents).

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

7. Plan of Allocation for Payment to Class Members. Within thirty (30) days after the Effective Date, and solely for purposes of this Settlement, Defendant shall wire the amount of the Settlement Fund into an account set up by the Settlement Administrator for distribution in accordance with the following eligibility and settlement formula requirements:

(a) Excluded from becoming Settlement Class Members are those Class Members who submit timely and valid requests for exclusion pursuant to the terms and procedures of the Notice of Settlement of Class and Representative Action ("Notice") (attached as Exhibit 1 hereto, subject to Court approval).

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

(i) The Settlement Administrator will divide the Payout Fund by the aggregate number of workweeks Class Members performed work for Defendant during the Class Period in the State of California as a non-exempt employee in the positions of merchandisers, sales representatives, and related positions. The number of workweeks for each Class Member will be determined by Defendant's data concerning the specific workweeks during

1 which the Class Members worked in the State of California in any of the aforementioned
2 positions. Any partial workweek will be expressed as a percentage of a full pay period.

3 (ii) The Payout Fund will be distributed based on the number of
4 workweeks each Class Member performed work for Defendant during the Class Period in the
5 State of California as a non-exempt employee in the positions of merchandisers, sales
6 representatives, and related positions. The number of workweeks worked in the aggregate by each
7 Class Member shall be deemed that Class Member's individual Workweek Figure. For example,
8 if the Payout Fund was \$309,000.00 (Three Hundred Nine Thousand Dollars), and the total
9 workweeks worked by all Class Members was one hundred twenty-six thousand seven hundred
10 fourteen (126,714), this would result in a value of \$2.44 (Two Dollars and Forty-Four Cents) per
11 workweek. A Class Member who worked for Defendant in the State of California in the
12 aforementioned positions for fifty-two (52) pay periods would have a Workweek Figure of 52 pay
13 periods, and be eligible for an Individual Class Settlement Award of \$2.44 (Two Dollars and
14 Forty-Four Cents) times fifty-two (52) pay periods, or \$126.81 (One Hundred Twenty-Six Dollars
15 and Eighty-One Cents,) less applicable deductions as discussed below.

16 (iii) A Settlement Class Member's Individual Class Settlement
17 Award shall contain a wage portion (33.33%) and a non-wage portion (66.67%). The non-wage
18 portion of the Individual Class Settlement Award includes interest and penalties sought in the
19 Class Action. The non-wage portion shall be allocated evenly between interest and penalties.
20 From the wage portion (33.33%) of each Settlement Class Member's Individual Class Settlement
21 Award, deductions will be made for state and federal taxes and any other applicable payroll
22 deductions owed by the Settlement Class Member as a result of the payment.

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

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

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

(i) Twenty-five percent (25%) of the PAGA Payment ("Net PAGA Payment") shall be allocated proportionally to Aggrieved Employees on a pro rata basis, based on the number of workweeks they performed worked for Defendant during the PAGA Period in the State of California as a non-exempt employee in the positions of merchandisers, sales representatives, and related positions. The number of workweeks for each Aggrieved Employee will be determined by Defendant's data concerning the specific workweeks during which the Aggrieved Employees worked in the State of California in any of the aforementioned positions. Any partial workweek will be expressed as a percentage of a full pay period.

(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 Settlement 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 \$192,605.28 (One Hundred Ninety-Two Thousand Six Hundred Five Dollars and Twenty-Eight 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 \$20,000.00

(Twenty 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 Settlement 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.

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

Class Counsel may apply for Incentive Awards in an amount not to exceed a total of \$7,500.00 (Seven Thousand Five Hundred Dollars and Zero Cents) for each Named Plaintiff, for a maximum total of up to Fifteen Thousand Dollars (\$15,000.00) collectively, to be paid to Named Plaintiffs for their time and effort spent pursuing the Action. Defendant agrees not to oppose such an application, so long as it is consistent with the provisions of this Agreement. Any

1 Incentive Award shall be paid by the Settlement Administrator to Named Plaintiffs within thirty
2 (30) days of the Effective Date by mailing checks made payable to “Henry Saucedo” and “Elsa
3 Godinez” directly to Named Plaintiffs’ respective home addresses, which Named Plaintiffs shall
4 furnish to the Settlement Administrator. Named Plaintiffs will be issued IRS Forms 1099 for the
5 Incentive Awards. If the Court awards incentive payments less than the above amounts, the
6 unawarded amount shall be added to the Payout Fund and shall be distributed proportionately to
7 Settlement Class Members as provided in this Agreement.

8 9. Class List and Data Report. Within fourteen (14) days after the date the
9 Court grants preliminary approval of the Settlement, Defendant shall provide the Settlement
10 Administrator with a “Class List and Data Report” showing each Class Member’s name, most
11 recent mailing address and telephone number, social security number, the respective number of
12 workweeks each Class Member worked during the Class Period as a merchandiser, sales
13 representative, or similar position, and the respective number of workweeks each Class Member
14 worked during the PAGA Period as a merchandiser, sales representative, or similar position.
15 Within fifteen (15) days of receipt of the Class List and Data Report, the Settlement Administrator
16 shall calculate the Individual Class Settlement Award and Individual PAGA Penalty Payment of
17 each Class Member. The Settlement Administrator shall keep the Class List and Data Report
18 confidential, shall not share this information with Named Plaintiffs or Class Counsel and shall use
19 it only for the purposes described herein. Additionally, Named Plaintiffs and Class Counsel shall
20 not at any point be entitled to the names or contact information for the Class Members. However,
21 Class Counsel will be provided an extract of the Class List and Data Report containing (i) the last
22 four digits of each Class Member’s social security number; (ii) the number of workweeks each
23 Class Member worked during the Class Period as a merchandiser, sales representative, or similar
24 position; and (iii) the number of workweeks each Class Member worked during the PAGA Period
25 as a merchandiser, sales representative, or similar position. This extract will allow Class Counsel
26 to locate and examine the relevant data for any individual Class Member so that they can fulfill
27 their duties as Class Counsel. In addition, Class Counsel’s contact information will be included on
28 the Notice so that any Class Members expressly wishing to contact Class Counsel may do so.

1 10. Operation of the Settlement Fund.

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

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

8 (c) The Settlement Administrator will calculate the Individual PAGA
9 Penalty Payments to be paid to the Aggrieved Employees from the Net PAGA Payment in
10 accordance with the terms and provisions of this Agreement.

11 (d) The Settlement Administrator shall have the authority and obligation
12 to make payments, credits and disbursements, including payments and credits in the manner set
13 forth herein, to Settlement Class Members and Aggrieved Employees in accordance with the
14 methodology set out in this Agreement and orders of the Court, and shall do so.

15 (e) To the extent any tax returns must be filed for the Settlement Fund
16 pursuant to this Agreement, the Settlement Administrator shall cause to be timely and properly
17 filed all informational and other tax returns, if any, necessary with respect to the Settlement Fund.
18 Such returns shall be consistent with this Paragraph. The Parties do not believe the Settlement
19 Fund will generate any taxable income. However, if any taxable income is generated by the
20 Settlement Fund, in all events the tax returns filed shall reflect that all taxes payable on the taxable
21 income of the Settlement Fund, if any, shall be paid from the Settlement Fund. Any expenses
22 consisting of the expenses and costs incurred in connection with the operation and implementation
23 of this Paragraph (including, without limitation, reasonable expenses of tax attorneys, accountants
24 or other designees retained by the Settlement Administrator as required for the preparation and
25 filing of tax returns described in this Paragraph) shall be treated as, and considered to be, a cost of
26 administration of the Settlement.

1 (f) No person shall have any claim against Defendant, Defendant's
2 counsel, Named Plaintiffs, Class Members, Class Counsel or the Settlement Administrator based
3 on distributions and payments made in accordance with this Agreement.

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

8 (a) Preliminary Settlement Hearing. Named Plaintiffs shall request a
9 hearing before the Court to request preliminary approval of the Settlement.

10 (b) Preliminary Approval Order. In conjunction with this hearing,
11 Named Plaintiffs will submit this Agreement, which sets forth the terms of this Settlement, and
12 will include proposed forms of all notices and other documents as attached hereto necessary to
13 implement the Settlement. Simultaneous with the filing of this Stipulation and solely for purposes
14 of this Settlement, Named Plaintiffs will request the Court to enter the Preliminary Approval
15 Order ("Preliminary Approval Order" or "Order") (attached as Exhibit 2 hereto), preliminarily
16 approving the proposed Settlement, and setting a date to determine final approval of the
17 Settlement ("Settlement Hearing"). The Order shall provide for notice of the Settlement and
18 related matters to be sent to Class Members as specified herein. The Parties will request the
19 Court, in its preliminary approval of this Settlement, to enjoin any Class Members from initiating
20 or prosecuting any proceeding on any claim to be released pursuant to this Stipulation unless, and
21 until, either the Class Member submits a timely and valid request for exclusion, or the Effective
22 Date does not occur.

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

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

1 (1) Settlement Administrator. Phoenix Class Action
2 Administration Solutions, located at , P.O. Box 7208, Orange, CA 92863; Telephone: (800) 523-
3 5773; Website: <https://www.phoenixclassaction.com/>, or such other entity upon whom the Parties
4 mutually agree, shall be retained to serve as Settlement Administrator. The Settlement
5 Administrator shall be responsible for preparing, printing and mailing the Notice (attached as
6 Exhibit 1 hereto, subject to Court approval) as directed by the Court to the Class Members;
7 determining eligibility for payment as Settlement Class Members and the amount of any such
8 payments, along with the amount of all payroll tax deductions to be withheld; keeping track of
9 opt-outs; drafting and mailing the Individual Class Settlement Award and Individual PAGA
10 Penalty Payment checks to the Settlement Class Members and Aggrieved Employees; and for such
11 other tasks as the Parties mutually agree or the Court orders the Settlement s Administrator to
12 perform. The Parties each represent they do not have any financial interest in the Settlement
13 Administrator or otherwise have a relationship with the Settlement Administrator that could create
14 a conflict of interest. Defendant shall be responsible for paying to the Settlement Administrator at
15 such times as requested by the Settlement Administrator, and as set forth herein, those amounts
16 necessary to enable the Settlement Administrator to pay Settlement Class Members, Named
17 Plaintiffs, the LWDA, and Class Counsel.

18 (2) Notice By First-Class Mail. Within thirty (30) days after
19 receipt of the Class List and Data Report, as provided herein, the Settlement Administrator shall
20 mail the jointly prepared Notice to Class Members via first-class regular U.S. mail (the “Notice
21 Date”). Class Members will have thirty (30) days from the Notice Date to submit timely and valid
22 requests for exclusion from the Settlement or to object to the Settlement (the “Objection/Exclusion
23 Deadline Date”). Prior to mailing, the Settlement Administrator will perform a search based on
24 the National Change of Address Database information to update and correct for any known or
25 identifiable address changes and, if necessary, perform reasonable skip-tracing efforts to locate
26 Class Members. If a new address is obtained by way of a returned Notice, the Settlement
27 Administrator shall promptly forward the original Notice to the updated address via first-class
28 regular U.S. mail indicating on the original Notice the date of such re-mailing. Class Members to

1 whom a Notice is re-mailed after having been returned as undeliverable to the Settlement
2 Administrator shall have an additional ten (10) days beyond the Objection/Exclusion Deadline
3 Date to submit a timely and valid request for exclusion from the Settlement or to object to the
4 Settlement.

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

15 Within fifteen (15) days after the Objection/Exclusion Deadline Date, the
16 Settlement Administrator will prepare a declaration to be provided to Class Counsel and
17 Defendant's counsel for filing in support of Named Plaintiffs' motion for final approval attesting
18 to the following: (i) its mailing efforts regarding the Notice; (ii) its receipt of timely and valid
19 requests for exclusion; (iii) its inability to deliver the Notice to Class Members, if any; (iv) the
20 number of Settlement Class Members and the total number of claimed pay periods out of the total
21 number of pay periods for all Class Members; (v) the highest and lowest estimated Individual
22 Class Settlement Awards and Individual PAGA Penalty Payments, along with the estimated
23 average Individual Class Settlement Award and Individual PAGA Penalty Payment. No less than
24 ten (10) days before the Settlement Hearing, the Settlement Administrator will prepare and submit
25 to Class Counsel and counsel for Defendant for filing in support of the final approval motion any
26 supplemental declaration as applicable.

27 In the event the procedures in this section are followed and the intended recipient of
28 a Notice still does not receive the Notice, the intended recipient shall remain a Settlement Class

1 Member and will be bound by all terms of the Settlement and any Final Judgment entered by the
2 Court if the Settlement is approved by the Court.

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

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

13 Checks paid to Settlement Class Members and Aggrieved Employees shall remain
14 valid and negotiable for one hundred eighty (180) days from the date of their issuance ("Check
15 Stale Date") and may thereafter automatically be canceled if not cashed by a Settlement Class
16 Member and/or Aggrieved Employee within that time. The funds corresponding to voided checks
17 pursuant to this Paragraph shall be transferred to the California State Controller's Office with the
18 identity of the Settlement Class Member or Aggrieved Employee to whom the funds belong, to be
19 held for the Settlement Class Member or Aggrieved Employee per California Unclaimed Property
20 Law, in the interest of justice. The money paid to the California State Controller's Office will
21 remain the Settlement Class Member's and/or Aggrieved Employee's property. This allows
22 Settlement Class Members and Aggrieved Employees who did not cash their checks to collect
23 their Individual Class Settlement Awards and/or Individual PAGA Penalty Payments at any time
24 in the future.

25 (f) Procedure for Objecting to or Requesting Exclusion From Class
26 Action Settlement.

27 (1) Procedure for Objecting. The Notice shall provide that Class
28 Members who wish to object to the Settlement must file with the Court and serve on counsel for

1 the Parties a written statement objecting to the Settlement. Such written objection must contain
2 the name (and former names, if any), current address, telephone number, last four digits of social
3 security number, and dates and location(s) of employment by Defendant of the person objecting;
4 whether the objector has retained an attorney; and if the objector has retained an attorney, the
5 name of the firm, name of the attorney, address, and telephone number. Such written statement
6 must be filed with the Court and served on counsel for the Parties no later than thirty (30) days
7 after the date the Notice is first mailed (the "Objection/Exclusion Deadline Date"). Class
8 Members may also provide any written objections to the Settlement Administrator, who shall then
9 inform the Parties of the existence and substance of the objection, and permit the Parties to file the
10 objection with the Court. No Class Member shall be entitled to appear at the final Settlement
11 Hearing (whether individually or through separate counsel at his or her own expense) or to object
12 to the Settlement, and no written objections or briefs submitted by any Class Member shall be
13 received or considered by the Court at the Settlement Hearing, unless written notice of the Class
14 Member's intention to appear at the Settlement Hearing, and copies of any written objections or
15 briefs, have been filed with the Court and served on counsel for the Parties on or before the
16 Objection/Exclusion Deadline Date. The Parties will be permitted to respond in writing to such
17 objections prior to the Settlement Hearing. Class Members who fail to submit timely and valid
18 written objections in the manner specified above shall be deemed to have waived any objections
19 and shall be foreclosed from making any objection (whether by appeal or otherwise) to the
20 Settlement. Further, if the objector retains an attorney, the attorney must file a valid notice of
21 appearance within seven (7) days after the deadline for submitting objections. Any Class Member
22 who submits a timely and valid objection will still be entitled to his or her Individual Class
23 Settlement Award as a Class Member, and will be bound by the Settlement if the Court approves
24 the Settlement. If a Class Member submits both a timely and valid objection and a timely and
25 valid request for exclusion from the settlement, the objection will not be considered but the
26 request for exclusion will be accepted.

27 (2) Procedure for Requesting Exclusion. The Notice shall
28 provide that Class Members who wish to exclude themselves from the portion of the Settlement

1 that releases class claims must submit a written statement requesting such exclusion on or before
2 the Objection/Exclusion Deadline Date. The Opt-Out Request must additionally state in
3 substance:

4 “I have read the Class Notice and I wish to opt out of the class action and the
5 settlement of class claims in the following case: *Sauceda v. Mondelēz Global LLC*,
6 Case No. CIVSB2114460. I understand that my decision to opt out will not
7 preclude my release of claims pursuant to the Private Attorneys General Act, which
8 will be released even if I opt out of the aforementioned class action and settlement
9 of class claims.”

10 Such written request for exclusion must contain the name (and former names, if
11 any), current address, telephone number, last four digits of social security number, and dates and
12 location(s) of employment by Defendant of the person requesting exclusion. Such written request
13 for exclusion must be returned by mail to the Settlement Administrator at the specified address,
14 and must be postmarked on or before the Objection/Exclusion Deadline Date. The date of the
15 postmark on the return mailing envelope shall be the exclusive means used to determine whether a
16 request for exclusion has been timely submitted. Any Class Member who submits a timely and
17 valid request for exclusion from the Settlement will not be entitled to any recovery from the
18 Payout Fund and will not be bound by the Settlement, except as to the release of claims pursuant
19 to PAGA and the associated Individual PAGA Penalty Payments, or have any right to object,
20 appeal or comment thereon. Class Members who fail to submit a timely and valid request for
21 exclusion on or before the Objection/Exclusion Deadline Date shall become Settlement Class
22 Members and shall be bound by all terms of the Settlement and any Final Judgment entered in this
23 Action if the Settlement is approved by the Court.

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

27 (g) No PAGA Opt-Out. No Aggrieved Employee may opt out of or be
28 excluded from participating in the portion of the Settlement of that releases PAGA claims. Any

1 Aggrieved Employee who opts out of the class action and the portion of the Settlement that
2 releases class claims shall still receive an Individual PAGA Penalty Payment and still be bound by
3 the release of PAGA claims as defined under the “Released Claims” above.

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

9 (i) Option to Terminate Settlement. If, after the Objection/Exclusion
10 Deadline Date and before the Settlement Hearing referenced in Paragraph 11(j) below, the number
11 of Class Members who have timely filed with the Court (or submitted to the Settlement
12 Administrator for filing with the Court) requests for exclusion total in number more than five
13 percent (10%) of all Class Members, Defendant shall have, in its sole discretion, the option to
14 terminate this Settlement. To be valid, a request for exclusion must be submitted on a timely basis
15 and contain the information as required by the Settlement Agreement. Defendant agrees to meet
16 and confer in good faith with Class Counsel before withdrawing from this Settlement. In the event
17 that Defendant elects to withdraw, Defendant shall provide written notice of such withdrawal to
18 Class Counsel. If Defendant chooses to exercise its right to withdraw from the Settlement,
19 Defendant must do so within ten (10) days after the Settlement Administrator notifies Class
20 Counsel and Defendant’s counsel of the number of valid opt outs or objections received, which the
21 Settlement Administrator will do within ten (10) days after the Objection/Exclusion Deadline
22 Date. Class Counsel may attempt to cause retraction of any election of exclusion by Class
23 Members. If Defendant has exercised its option to withdraw from the Settlement, and Class
24 Counsel succeeds in causing the retraction of sufficient requests for exclusion such that the
25 remaining number of Class Members seeking exclusion does not exceed ten percent (10%) of the
26 Class, then Defendant’s notice of withdrawal from the Settlement shall automatically be deemed a
27 nullity. To retract a prior request for exclusion, a Class Member must provide to the Settlement
28 Administrator, at least three (3) calendar days prior to the Settlement Hearing, or any adjournment

1 thereof, a written notice stating his or her desire to retract his or her request for exclusion from the
2 Settlement. Any withdrawal from this Settlement by Defendant shall have the same effect as a
3 termination of the Settlement Agreement for failure to satisfy a condition of settlement, and the
4 Settlement Agreement shall become null and void and have no further force or effect, and the
5 Class certified pursuant to this Settlement Agreement will be decertified for all purposes. If
6 Defendant chooses to terminate the Settlement based upon this Section, Defendant shall pay the
7 Settlement Administrator's fees and costs incurred to that point.

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

9 Upon expiration of the Objection/Exclusion Deadline Date, with the Court's permission, a
10 Settlement Hearing shall be conducted to determine final approval of the Settlement along with the
11 amount properly payable for (i) the Attorneys' Fees Award and Costs Award, (ii) the Named
12 Plaintiffs' Incentive Awards, (iii) the costs of administration, and (iv) the PAGA Payment. Upon
13 final approval of the Settlement by the Court at or after the Settlement Hearing, the Parties shall
14 present a Final Judgment ("Final Judgment") (attached as Exhibit 3 hereto) to the Court for its
15 approval. After entry of the Final Judgment, the Court shall have continuing jurisdiction pursuant
16 to California Code of Civil Procedure section 664.6 solely for purposes of addressing: (i)
17 settlement administration matters and (ii) such post-Final Judgment matters as may be appropriate
18 under court rules or as set forth in this Agreement.

19 Administration of the Settlement shall be completed on or before the date one
20 hundred eighty (180) days after the Effective Date. Upon completion of administration of the
21 Settlement, Defendant shall provide written certification, under penalty of perjury, of such
22 completion to the Court and to Class Counsel. Also upon completion of administration of the
23 Settlement, the Settlement Administrator shall provide written certification, under penalty of
24 perjury, of such completion to the Court and counsel for all Parties, as provided herein.

25 (k) Administration Costs. All of Defendant's own legal fees, costs and
26 expenses incurred in this Action shall be borne by Defendant. In accordance with Paragraph 6,
27 settlement administration expenses will be part of and paid out from the Settlement Fund. The
28 Parties agree to cooperate in the settlement administration process and to make all reasonable

1 efforts to control and minimize the costs and expenses incurred in administration of the
2 Settlement.

3 (l) Nullification of Settlement Agreement. In the event: (i) the Court
4 does not enter the Order specified herein; (ii) the Court does not finally approve the Settlement as
5 provided herein; (iii) the Court does not enter a Final Judgment as provided herein which becomes
6 final as a result of the occurrence of the Effective Date; (iv) more than five percent (10%) of Class
7 Members submit timely and valid requests for exclusion from the Settlement and Defendant
8 exercises its option to void the Settlement; or (v) the Settlement does not become final for any
9 other reason, this Settlement Agreement shall become null and void and any order or judgment
10 entered by the Court in furtherance of this Settlement shall be treated as void *ab initio*. In such a
11 case, the Parties will seek to reach a revised agreement acceptable to them to be presented to the
12 Court. In the event the Parties cannot reach a mutually acceptable revised agreement, they shall
13 ask the mediator to assist them in resolving the remaining disputes before litigating further. In the
14 event the Parties are unable to reach a revised agreement, or any such revised agreement is not
15 approved by the Court, the Parties shall proceed in all respects as if this Settlement Agreement had
16 not been executed and Defendant will not make any payments under this Settlement Agreement,
17 except that any fees already incurred by the Settlement Administrator shall be paid for by
18 Defendant. In the event any motion to intervene or to vacate, or similar motion is filed prior to the
19 Effective Date, or an appeal is filed from the Court's Final Judgment, or any other appellate
20 review is sought prior to the Effective Date, administration of the Settlement shall be stayed
21 pending final resolution of the motion, appeal or other appellate review. The Parties will work
22 cooperatively in connection with defending the Settlement, and each Party will file papers in
23 support of the Settlement as necessary and appropriate.

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

28 13. Privacy of Documents and Information. Named Plaintiffs and their counsel

1 agree that none of the documents and information provided to them by Defendant shall be used for
2 any purpose other than prosecution of this Class Action. Defendant agrees that the identities of
3 the Settlement Class Members will not be disclosed to the Settlement Class Members' direct
4 supervisors at Defendant.

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

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

24 16. Confidentiality Prior to Preliminary Approval. The undersigned agree that
25 prior to the date of filing papers in support of preliminary approval of the Settlement, they will
26 keep confidential the terms of this Settlement, and there shall be no publicity of any kind relating
27 to this Settlement. Named Plaintiffs shall be informed that the Settlement is confidential up until
28 the date of filing papers in support of preliminary approval, and shall be advised to keep this

1 Settlement confidential. Notwithstanding the foregoing, Named Plaintiffs and Class Counsel may
2 inform their immediate family and legal, tax, and financial advisors of this Settlement. However,
3 before disclosing any such information to any such person, Named Plaintiffs or Class Counsel (as
4 the case may be) shall advise such person(s) in writing that the information is confidential. The
5 disclosure of this information to any other person shall constitute a breach of this Agreement.
6 Prior to the date of filing papers in support of preliminary approval, Class Counsel and counsel for
7 Defendant may not communicate the terms of this Settlement to Class Members, other than
8 Named Plaintiffs, including on any websites. Notwithstanding the foregoing, the Parties may
9 discuss the terms of the Settlement in any papers filed with the Court relating to preliminary
10 approval of the Settlement. Defendant may reference this Settlement prior to preliminary approval
11 in its financial disclosures. The Parties agree that damages from violation of this provision are
12 significant and impossible to calculate. They therefore agree that any violation of this provision
13 shall subject Named Plaintiff and/or Class Counsel to liquidated damages in the amount of
14 \$500.00 (Five Hundred Dollars and Zero Cents) per proven breach, with a cap of Two Thousand,
15 Five Hundred Dollars and Zero Cents \$2,500.00 Two (Thousand, Five Hundred Dollars and Zero
16 Cents.) This Paragraph does not restrict Class Counsel's communications with Settlement Class
17 Members in accordance with Class Counsel's ethical obligations owed to Settlement Class
18 Members.

19 17. Limited Publicity Following Preliminary Approval. From and after
20 preliminary approval of the Settlement, Named Plaintiffs and Class Counsel may comment
21 regarding the specific terms of this Agreement: (1) as required by law; or (2) as required under the
22 terms of this Agreement. In all other cases, Named Plaintiffs and Class Counsel agree to not
23 publicize this Settlement in any way. Neither Named Plaintiffs nor Class Counsel shall hold any
24 press conference, make any press release, make statements to the press, publish the Settlement on
25 the internet or social media, or in any way affirmatively publicize any information related in any
26 way to the Settlement. However, this provision shall not prevent Class Counsel from performing
27 their duties to the Class Members. While Class Counsel may utilize the Settlement for advertising
28 purposes on their website, such use shall not directly or indirectly identify the Defendant or

1 Defendant's counsel. (For example, the description of the settlement by Plaintiff's counsel may
2 generally reference "a food and beverage company," but may not more specifically reference "a
3 publicly traded snack food company.") The Parties agree that damages from violation of this
4 provision are significant, and impossible to calculate. They therefore agree that any violation of
5 this provision shall subject Named Plaintiff and/or Class Counsel to liquidated damages in the
6 amount of Five Hundred Dollars and No Cents \$500.00 (Five Hundred Dollars and No Cents) per
7 proven breach, with a cap of \$2,500.00 (Two Thousand Five Hundred Dollars and Zero Cents.)
8 Notwithstanding the foregoing, Class Counsel is expressly permitted to disclose the publicly filed
9 terms of this Settlement in their declarations filed in other cases; provided that the declarations are
10 not otherwise publicized or reported, and are only filed with the courts in those other cases.
11 Nothing in this Paragraph or any other provision of this Agreement is intended to prevent the
12 Parties from disclosing factual information regarding any claim for sexual harassment, sex
13 discrimination, or retaliation for reporting sexual harassment or sex discrimination pursuant to
14 Code of Civil Procedure section 1001(a)(3). Further, nothing in this Agreement shall prevent
15 Named Plaintiffs from engaging in any form of concerted activity that is protected by Section 7 of
16 the National Labor Relations Act, which is codified at 29 U.S.C. § 157. Information about such
17 rights is available to Named Plaintiffs on the National Labor Relations Board's website,
18 www.nlr.gov. This Paragraph does not restrict Class Counsel's communications with Settlement
19 Class Members in accordance with Class Counsel's ethical obligations owed to Settlement Class
20 Members.

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

28 (a) construed as, offered or admitted in evidence as, received as, or

1 deemed to be evidence for any purpose adverse to the Released Parties, including, but not limited
2 to, evidence of a presumption, concession, indication or admission by any of the Released Parties
3 of any liability, fault, wrongdoing, omission, concession or damage; or

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

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

1 UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT
2 OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION
3 CONTEMPLATED BY THIS AGREEMENT.

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

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

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

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

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

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

28 26. California Law Governs. All terms of this Agreement and the Exhibits

1 attached hereto shall be governed by and interpreted according to the laws of the State of
2 California.

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

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

10 29. Jurisdiction of the Court. The Court shall retain jurisdiction with respect to
11 the interpretation, implementation and enforcement of the terms of this Agreement and all orders
12 and judgments entered in connection therewith, and the Parties and their counsel hereto submit to
13 the jurisdiction of the Court for purposes of interpreting, implementing and enforcing the
14 settlement embodied in this Agreement and all orders and judgments entered in connection
15 therewith.

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

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

23 32. Named Plaintiffs' Waiver of Right to be Excluded and Object. Named
24 Plaintiffs agree to sign this Agreement, and by signing this Agreement are bound by the terms
25 herein stated, and further agree not to request to be excluded from the Settlement and agree not to
26 object to any of the terms of this Agreement. Non-compliance by Named Plaintiffs with this
27 Paragraph shall be void and of no force or effect. Any such request for exclusion or objection
28 shall therefore be void and of no force or effect.

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NAMED PLAINTIFF

Date: 09/07/24


Henry Saucedo (Jul 9, 2024 01:21 PDT)
HENRY SAUCEDA

NAMED PLAINTIFF

Date: 11/07/24


Elsa Godinez (Jul 11, 2024 14:43 PDT)
ELSA GODINEZ

NAMED PLAINTIFFS' COUNSEL

MAHONEY LAW GROUP, APC

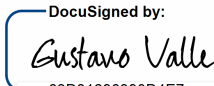
Date: July 8, 2024

By: 
Kevin Mahoney
Berkeh Alemzadeh
Attorneys for Named Plaintiffs

DEFENDANT

MONDELÉZ GLOBAL LLC

Date: July 12, 2024

By: 
DocuSigned by:
Gustavo Valle
63D31296390D4E7...

Its: EVP and President North America

DEFENDANT'S COUNSEL

SHEPPARD MULLIN RICHTER & HAMPTON
LLP

Date: July 11, 2024

By: 
Samantha D. Hardy
Daniel De La Cruz
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

NOTICE OF SETTLEMENT OF CLASS AND REPRESENTATIVE ACTION
("NOTICE")

Sauceda v. Mondelēz Global LLC

Superior Court of the State of California for the County of San Bernardino,
Case No. CIVSB2114460

The San Bernardino County Superior Court ("Court") authorized this Notice to be sent by Phoenix Class Action Administration Solutions ("Settlement 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 merchandiser, sales representative, and related positions in the State of California from February 12, 2019 through October 7, 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 Settlement Administrator informed of your current mailing address. Once the Court grants final approval of the Settlement, the Settlement Administrator will mail your check to the address on file for you.
EXCLUDE YOURSELF (Deadline: , 2024)	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: , 2024)	If you do not like the class settlement, you can send a written objection to the Settlement 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 merchandiser, sales representative, 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 merchandiser, sales representative, or similar position at any time from February 12, 2019 through October 7, 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 May 14, 2020 through October 7, 2023 (the "PAGA Period") are considered "Aggrieved Employees" whose rights will be further affected as set forth in the Settlement. On [REDACTED], 2024, 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 Henry Saucedo, later joined by Named Plaintiff Elsa Godinez ("Named Plaintiffs") in the Superior Court for the State of California, County of San Bernardino, on May 14, 2021, against Mondelēz Global. Named Plaintiffs' operative Complaint ("Operative Complaint") alleges the following causes of action: (1) failure to pay all wages including minimum and overtime wages; (2) failure to keep accurate payroll records; (3) failure to pay wages upon ending employment; (4) failure to indemnify for expenditures; (5) unfair competition; (6) failure to provide meal periods; (7) failure to provide rest periods; and (8) violation of the Private Attorneys General Act ("PAGA") pursuant to Labor Code section 2698 *et. seq.*

Named Plaintiffs generally allege that Mondelēz Global failed to provide compliant meal and rest periods to its merchandisers, sales representatives, and similar positions; failed to pay them for all hours worked; failed to provide them with accurate, itemized wage statements; and failed to indemnify them for reasonably necessary business expenditures. On this basis, Named Plaintiffs also allege 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 Plaintiffs are 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 Plaintiffs 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 Plaintiffs and Class Members have suffered damages; that Mondelēz Global failed to pay Named Plaintiffs and Class Members minimum or overtime wages owed; that Mondelēz Global failed to provide compliant meal and rest periods to Named Plaintiffs and Class Members; that Mondelēz Global failed to timely pay all wages due at termination to Named Plaintiffs and Class Members; that Mondelēz Global provided Named Plaintiffs and Class Members with inaccurate wage statements; that Mondelēz Global failed to indemnify Named Plaintiffs and Class Members for reasonably necessary business expenditures; 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 Plaintiffs and Class Members were harmed by the conduct alleged in the Action.

Counsel for Named Plaintiffs 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 Plaintiffs and Class Members. Class Counsel also has taken into account the extensive settlement negotiations conducted by Named Plaintiffs 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 Plaintiffs, 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 \$577,815.84 (Five Hundred Seventy-Seven Thousand Eight Hundred Fifteen Dollars and Eighty-Four 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 \$192,605.28; (3) a Costs Award to Class Counsel not to exceed \$20,000.00; (4) an Incentive Award to the Named Plaintiffs not to exceed \$15,000.00 in the aggregate (with \$7,500.00 to each Named Plaintiff); (5) a PAGA Payment not to exceed \$25,000.00, of which \$18,750.00 (75%) will be paid to the California Labor Workforce Development Agency (“LWDA”), and \$6,250.00 (25%) (the “Net PAGA Payment”) will be paid to the Aggrieved Employees in the form of Individual PAGA Penalty Payments; and (6) settlement administration expenses not to exceed \$16,000.00. 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 settlement 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 \$309,000.00 (Three Hundred Nine Thousand Dollars and Zero Cents). Settlement Class Members will receive payment from the Payout Fund based on how long they worked as a merchandiser, sales representative, or similar position for Mondelēz Global in California during the Class Period.

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 merchandiser, sales representative, 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 \$309,000.00, and the total pay periods worked by all Class Members was 126,714, this would result in a value of \$2.44 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 \$2.44 times 52 pay periods, or \$126.81, 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 Settlement 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 merchandiser, sales representative, 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 2025.

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 eighty (180) days from issuance. The checks shall remain valid and negotiable for one hundred eighty (180) 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 State Controller's Office 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 State Controller's Office 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 merchandiser, sales representative, 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 merchandiser, sales representative, 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 Settlement Administrator, postmarked within thirty (30) days of the Settlement 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 Settlement Administrator.

VI. ATTORNEYS' FEES AWARD, INCENTIVE AWARD, PAYMENT TO THE LWDA, AND SETTLEMENT ADMINISTRATION EXPENSES

The amount of attorneys' fees awarded to Mahoney Law Group, APC ("Class Counsel") will be subject to the Court's discretion, but in any event, will not exceed \$192,605.28 (One Hundred Ninety-Two Thousand Six Hundred Five Dollars and Twenty-Eight Cents) (the "Attorneys' Fees Award"). Class Counsel may seek a Costs Award not to exceed \$20,000.00 (Twenty 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 Plaintiffs will be subject to the Court's discretion, but in any event, will not exceed \$15,000.00 (Fifteen Thousand Dollars and Zero Cents) in the aggregate. 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 \$25,000.00 (Twenty-Five Thousand Dollars and Zero Cents) to the LWDA, 75% of which, or \$18,750.00 (Eighteen Thousand Seven Hundred Fifty Dollars and Zero Cents) will represent the LWDA's share of the Settlement attributable to civil penalties under PAGA. The remaining \$6,250.00 (Six Thousand Two Hundred Fifty 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 settlement administration expenses in the amount of \$16,000.00 (Sixteen Thousand Dollars and Zero Cents) to the Settlement 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 Plaintiffs, 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, overtime wages, double time wages, or vacation wages (including but not limited to those claims brought on an off-the-clock, rounding, regular rate, or overtime computation or other theory); meal and rest period claims; pay stub claims; recordkeeping claims; reimbursement claims; claims arising under the California Labor Code sections 201, 202, 203, 226(a), 226.7, 510, 512, 558, 1194, 1197, 1197.1, and 2802; 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 Plaintiffs, 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, 2802, 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 Phoenix Class Action Administration Solutions, located at P.O. Box 7208, Orange, CA 92863, on or before [REDACTED] (the “Objection/Exclusion Deadline Date”), a written statement expressing their desire for such exclusion in the Sauceda 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: *Sauceda v. Mondelēz Global LLC*, Case CIVSB2114460. 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 Phoenix Class Action Administration Solutions, located at P.O. Box 7208, Orange, CA 92863, on or before [REDACTED] (the “Objection/Exclusion Deadline Date”), a written statement objecting to the Settlement in the Sauceda 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 Joseph Ortiz on [REDACTED], 2024 at [REDACTED] : [REDACTED] .m. in Department S-17 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. 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 approving the settlement 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 Settlement Administrator to be filed with the Court) and have been served personally on or before [REDACTED], 2024, or if by mail then postmarked no later than [REDACTED], 2024, upon all of the following:

<u>Class Counsel</u>	<u>Counsel for Mondelēz Global LLC</u>
Kevin Mahoney Berkeh Alemzadeh MAHONEY LAW GROUP, APC 249 E. Ocean Blvd., Suite 814 Long Beach, CA 90802	Samantha D. Hardy Linda Z. Shen Bernice Diaz SHEPPARD, MULLIN, RICHTER & HAMPTON, LLP 501 West Broadway, 18 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 the Settlement Administrator or to Class Counsel:

Phoenix Class Action Administration Solutions P.O. Box 7208 Orange, CA 92863 (800) 523-5773
OR Kevin Mahoney Berkeh Alemzadeh MAHONEY LAW GROUP, APC 249 E. Ocean Blvd., Suite 814 Long Beach, CA 90802 (562) 590-5550

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

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

HENRY SAUCEDA and ELSA GODINEZ,
as individuals and on behalf of all others
similarly situated,

Plaintiff,

vs.

MONDELEZ GLOBAL LLC and DOES 1
through 50, inclusive,

Defendants.

Case No.: CIVSB2114460

[Assigned for all purposes to the Hon. Joseph Ortiz,
Department S-17]

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

Complaint Filed: May 14, 2021

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 upon the
8 terms and conditions set forth therein; and the Court having read and considered the Stipulation
9 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 merchandiser, sales representative, and related positions in the State of California
26 during the Class Period." The Term "Class Period" means the time period beginning February 12,
27 2019, and ending on October 7, 2023.
28

5 5. Named Plaintiffs Henry Saucedo and Elsa Godinez (“Named Plaintiffs”) are hereby
6 appointed and designated, for all purposes, as the representatives of the class, and the following
7 attorneys are hereby appointed and designated as counsel for Named Plaintiffs and the Class
8 Members (“Class Counsel”):

Kevin Mahoney
Berkeh Alemzadeh
MAHONEY LAW GROUP, APC
249 E. Ocean Blvd., Suite 814
Long Beach, CA 90802

Class Counsel is authorized to act on behalf of Class Members with respect to all acts or consents required by, or which may be given pursuant to, the Settlement, and such other acts reasonably necessary to consummate the Settlement. Any Class Member may enter an appearance 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.

6. The Court hereby approves on a preliminary basis the Stipulation and settlement contained therein, including the definition and disposition of the Settlement Fund and related matters provided for in the Stipulation. It appears to the Court on a preliminary basis that the settlement amount and terms are fair, adequate and reasonable as to all potential Class Members and Aggrieved Employees when balanced against the probable outcome of further litigation relating to liability and damages issues. It further appears that extensive and costly investigation and research have been conducted such that counsel for the Parties at this time are able to reasonably evaluate their respective positions. It further appears to the Court that settlement at this

1 time will avoid substantial additional costs by all Parties, as well as avoid the delay and risks that
2 would be presented by further prosecution of the Action. It further appears that the Settlement has
3 been reached as the result of intensive, serious and non-collusive, arms-length negotiations.

4
5 7. A hearing (the "Settlement Hearing") shall be held before this Court on
6 _____, at _____.m. at the Superior Court of the State of California for the County
7 of San Bernardino, located at 247 West Third Street, San Bernardino, California 92415, to
8 determine all necessary matters concerning the Settlement, including: whether the proposed
9 settlement of the Action on the terms and conditions provided for in the Stipulation is fair,
10 adequate and reasonable and should be finally approved by the Court; whether a Judgment, as
11 provided in the Stipulation, should be entered herein; whether the plan of allocation contained in
12 the Stipulation should be approved as fair, adequate and reasonable to the Class Members; and to
13 finally approve Class Counsel's Attorneys' Fees Award and Costs Award, the Named Plaintiffs'
14 Incentive Awards, the PAGA Payment to the California Labor and Workforce Development
15 Agency ("LWDA"), and the settlement administration expenses. The Final Approval hearing may
16 be continued without further notice to Class Members. The Parties shall file a Motion for Final
17 Approval at least sixteen (16) court days before the Settlement Hearing.

18
19 8. The Stipulation specifies an Attorneys' Fees Award in an amount not to exceed
20 \$192,605.28, a Costs Award in an amount not to exceed \$20,000.00, an Incentive Award of
21 \$15,000.00 in the aggregate to the Named Plaintiffs (with \$7,500.00 to each Named Plaintiff),
22 \$16,000.00 for settlement administration expenses, and \$18,750.00 to the LWDA as its 75% share
23 of the \$25,000.00 allocated to Private Attorneys General Act ("PAGA") claims in this Action.
24 However, the Court will not approve the Attorneys' Fees Award and Costs Award until the
25 Settlement Hearing. Similarly, the Court will not decide the amount of the Incentive Award until
26 the Settlement Hearing. If the Court decides to award less than the amounts set forth above, then
27 the unawarded portion(s) of the Attorneys' Fees Award, Costs Award, Incentive Award, and

1 settlement administration expenses shall be redistributed proportionately among all Settlement
2 Class Members as described in the Stipulation.

3
4 9. The Court hereby approves, as to form and content, the Notice annexed as
5 Exhibit 1 to the Stipulation. The Court finds that the distribution of the Notice substantially in the
6 manner and form set forth in the Stipulation and this Order meets the requirements of due process,
7 is the best notice practicable under the circumstances, and shall constitute due and sufficient notice
8 to all persons entitled thereto.

9
10 10. The Court hereby appoints Phoenix Class Action Administration Solutions as
11 Settlement Administrator and hereby directs the Settlement Administrator to mail to Class
12 Members the Notice by first class mail within thirty (30) days after receipt of the Class List and
13 Data Report from Defendant (the "Notice Date"), which Defendant shall provide to the Settlement
14 Administrator within fourteen (14) days after the entry of this Order, using the procedures set forth
15 in the Stipulation. Class Members who do not submit a timely and valid request for exclusion will
16 become Settlement Class Members and will automatically receive their Individual Class
17 Settlement Awards.

18
19 11. Any Class Member may choose to opt out of and be excluded from the Settlement
20 as provided in the Notice by following the instructions for requesting exclusion from the
21 Settlement that are set forth in the Notice. All requests for exclusion must be submitted as
22 provided in the Notice. Any such person who chooses to opt out of and be excluded from the
23 Class will not be entitled to any Individual Class Settlement Award under the Settlement and will
24 not be bound by the Settlement as to the release of any class claims or have any right to object,
25 appeal or comment as to the class portion of the Settlement. However, Class Members who are
26 also Aggrieved Employees will still be entitled to receive Individual PAGA Penalty Payments
27 under the Settlement and will be bound by the Settlement as to the release of any PAGA claims,

1 but will also not have any right to object, appeal or comment as to the PAGA portion of the
2 Settlement. Any written request to opt out must be signed by each such person opting out. Class
3 Members who have not timely and validly requested exclusion shall be bound by all
4 determinations of the Court, the Stipulation and Final Judgment.

5
6 12. The Final Judgment shall bind each Settlement Class Member and each Aggrieved
7 Employee (including Named Plaintiffs) and shall operate as a full release and discharge of claims.
8 Specifically, the Final Judgment (i) shall have a *res judicata* effect and bar all Settlement Class
9 Members from bringing any action asserting Released Claims as specified in the Settlement
10 against Defendant and the Released Parties; (ii) shall have a *res judicata* effect and bar all
11 Aggrieved Employees from bringing any action asserting any PAGA claims encompassed within
12 the definition of the Released Claims as specified in the Settlement against Defendant and the
13 Released Parties; and (iii) shall have a *res judicata* effect and bar Named Plaintiffs from bringing
14 any action asserting any claims against Defendant and the Released Parties that were released as
15 part of the “General Release” agreed to by Named Plaintiffs in the Settlement. The Court further
16 finds that the Released Claims shall include federal Fair Labor Standards Act claims for all
17 Settlement Class Members under the doctrine of *res judicata* as described in *Rangel v. PLS Check*
18 *Cashers of California, Inc.*, 899 F.3d 1106 (9th Cir. 2018), regardless of whether that Settlement
19 Class Member endorses and cashes his or her Individual Class Settlement Award.

20
21 13. Any Settlement Class Member may appear at the Settlement Hearing and may
22 object or express his or her views regarding the Settlement, and may present evidence and file
23 briefs or other papers, that may be proper and relevant to the issues to be heard and determined by
24 the Court as provided in the Notice. However, no Settlement Class Member or any other person
25 shall be heard or entitled to object, and no papers or briefs submitted by any such person shall be
26 received or considered by the Court, unless on or before thirty (30) days after the Notice Date, that
27 person has served by hand or by first class mail written objections and copies of any papers and

1 briefs in support of their position and verification of their membership in the Class upon:
2 (1) Mahoney Law Group, APC, attn.: Kevin Mahoney and Berkeh Alemzadeh, 249 E. Ocean
3 Blvd., Suite 814, Long Beach, California 90802 and (2) Sheppard, Mullin, Richter & Hampton
4 LLP, attn.: Samantha Hardy, Linda Shen, and Bernice Diaz, 501 West Broadway, 18th Floor,
5 San Diego, CA 92101, and filed the objections, papers and briefs with the Clerk of this Court (or
6 provided them to the Settlement Administrator to be filed with the Court). Any Settlement Class
7 Member who does not make his or her objection in the manner provided for in this Order shall be
8 deemed to have waived such objection and shall forever be foreclosed from making any objection
9 to the Settlement.

10
11 14. All settlement administration expenses shall be paid from the Settlement Fund.

12
13 15. To the extent permitted by law, pending final determination as to whether the
14 settlement contained in the Stipulation should be approved, the Class Members, whether directly,
15 representatively, or in any other capacity, whether or not such persons have appeared in the
16 Action, shall not institute or prosecute any Released Claims against the Released Parties. The
17 Settlement is not a concession or admission, and shall not be used against Mondelēz Global or any
18 of the Released Parties as an admission or indication with respect to any claim of any fault or
19 omission by Mondelēz Global or any of the Released Parties. Whether or not the Settlement is
20 finally approved, neither the Settlement, nor any document, statement, proceeding or conduct
21 related to the Settlement, nor any reports or accounts thereof, shall in any event be:

22
23 a. Construed as, offered or admitted in evidence as, received as or deemed to
24 be evidence for any purpose adverse to the Released Parties, including, but
25 not limited to, evidence of a presumption, concession, indication or
26 admission by Mondelēz Global or any of the Released Parties of any
27 liability, fault, wrongdoing, omission, concession or damage; or

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

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

HONORABLE JOSEPH ORTIZ
JUDGE OF THE SUPERIOR COURT

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

HENRY SAUCEDA and ELSA GODINEZ,
as individuals and on behalf of all others
similarly situated,

Plaintiff,

vs.

MONDELEZ GLOBAL LLC and DOES 1
through 50, inclusive,

Defendants.

Case No.: CIVSB2114460

[Assigned for all purposes to the Hon. Joseph Ortiz,
Department S-17]

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

Complaint Filed: May 14, 2021

FINAL JUDGMENT AND ORDER

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 merchandiser,
11 sales representative, and related positions in the State of California during the Class Period. The
12 Term “Class Period” means the time period beginning on February 12, 2019 and ending on
13 October 7, 2023.

14
15 7. The term “Settlement Class Member” means a Class Member who has not timely
16 and validly requested exclusion from the Settlement.

17
18 8. As of the Effective Date, each and every Released Claim of each and every
19 Settlement Class Member is and shall be deemed to be conclusively released as against the
20 Released Parties. All Settlement Class Members as of the Effective Date are hereby forever
21 barred and enjoined from prosecuting the Released Claims against the Released Parties. The
22 Court further finds that the federal Fair Labor Standards Act claims for all Settlement Class
23 Members are released under the doctrine of *res judicata* as described in *Rangel v. PLS Check*
24 *Cashers of California, Inc.*, 899 F.3d 1106 (9th Cir. 2018), regardless of whether a Settlement
25 Class Member endorses and cashes his or her settlement check. Additionally, as of the Effective
26 Date, each and every PAGA claim falling within the definition of the Released Claims of each and
27 every Aggrieved Employee is and shall be deemed to be conclusively released as against the

1 Released Parties. All Aggrieved Employees as of the Effective Date are hereby forever barred and
2 enjoined from prosecuting any PAGA claims falling within the definition of Released Claims
3 against the Released Parties. Finally, as of the Effective Date, each and every claim falling within
4 the General Release agreed to by Named Plaintiffs in the Settlement is and shall be deemed to be
5 conclusively released as against the Released Parties. Name Plaintiffs as of the Effective Date are
6 hereby forever barred and enjoined from prosecuting any claims falling within the General
7 Release against the Released Parties.

8
9 9. The Stipulation and Settlement are not an admission by Mondelēz Global or any of
10 the other Released Parties, nor is this Final Judgment a finding, of the validity of any claims in the
11 Action or of any wrongdoing by Mondelēz Global or any of the other Released Parties. Neither
12 this Final Judgment, the Stipulation, nor any document referred to herein, nor any action taken to
13 carry out the Stipulation is, may be construed as, or may be used as an admission by or against
14 Mondelēz Global or any of the other Released Parties of any fault, wrongdoing, or liability
15 whatsoever. The entering into or carrying out of the Stipulation, and any negotiations or
16 proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an
17 admission or concession with regard to the denials or defenses by Mondelēz Global or any of the
18 other Released Parties and shall not be offered in evidence in any action or proceeding against
19 Mondelēz Global or any of the Released Parties in any court, administrative agency or other
20 tribunal for any purpose whatsoever other than to enforce the provisions of this Final Judgment,
21 the Stipulation, or any related agreement or release. Notwithstanding these restrictions, any of the
22 Released Parties may file in the Action or in any other proceeding the Final Judgment, Stipulation,
23 or any other papers and records on file in the Action as evidence of the Settlement to support a
24 defense of *res judicata*, collateral estoppel, release, or other theory of claim or issue preclusion or
25 similar defense as to the Released Claims.

1 10. The Court hereby awards Class Counsel attorneys' fees ("Attorneys' Fees Award")
2 in the amount of \$_____ and costs ("Costs Award") in the amount of \$_____.
3 Class Counsel shall not be entitled to any other award of attorneys' fees or costs in any way
4 connected with this Action or any related Action, including the PAGA Action. The Court also
5 hereby approves an Incentive Award to the Named Plaintiffs in the aggregate amount of
6 \$_____ (with \$7,500.00 to each Named Plaintiff). The Court approves payment to the
7 LWDA in the amount of \$_____. The Court also approves the payment of settlement
8 administration expenses in the amount of \$_____. Any separate appeal from the portion
9 of this Judgment as to the Attorneys' Fees Award shall not operate to terminate or cancel the
10 Stipulation or otherwise affect the finality of this Judgment. Except as provided herein, no costs
11 or attorneys' fees shall be awarded to any of the Parties as against any other settling party.

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

17
18 12. Plaintiffs' Motion for Final Approval of Class and Representative Action
19 Settlement and Motion for Attorneys' Fees and Costs and Class Representative Incentive Award is
20 hereby granted, and the Court directs that a judgment shall be entered in accordance with the terms
21 of this Order.

22
23 13. Judgment in this matter is entered in accordance with the terms of the Stipulation,
24 the Court's Preliminary Approval Order, and this Final Approval Order against Defendant
25 Mondelēz Global LLC in favor of Named Plaintiffs and the Class Members. This document shall
26 constitute a Judgment for purposes of California Rule of Court 3.769(h). This Judgment is

1 intended to be a final disposition of the above-captioned action in its entirety, and is intended to be
2 immediately appealable.

3
4 14. The Court finds that the Stipulation is in good faith and constitutes a fair,
5 reasonable and adequate compromise of the Released Claims against Mondelēz Global and the
6 other Released Parties.

7
8 15. Without affecting the finality of this Final Judgment in any way, this Court hereby
9 retains continuing jurisdiction with respect to all matters related to the interpretation,
10 implementation, and enforcement of the Settlement and all orders and judgments entered in
11 connection therewith, as well as and any and all claims, asserted in, arising out of, or related to the
12 subject matter of the Action, including but not limited to all matters related to the Settlement and
13 the determination of all controversies relating thereto.

14
15 16. If the Settlement does not become final and effective in accordance with the terms
16 of the Stipulation, resulting in the return and/or retention of the Settlement Fund to Mondelēz
17 Global consistent with the terms of the Settlement, then this Final Judgment and all orders entered
18 in connection herewith shall be rendered null and void and shall be vacated.

19 Dated: _____

20
21 _____
22 HONORABLE JOSEPH ORTIZ
23 JUDGE OF THE SUPERIOR COURT
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