

04/18/2025

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Attorneys for Defendant  
GENERAL MILLS, INC.

[COUNSEL FOR PLAINTIFF ON FOLLOWING PAGE]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

JULIAN T. MOSLEY, an individual, on behalf of  
himself and on behalf of all others similarly  
situated,

Plaintiff,

v.

GENERAL MILLS, INC., a Delaware  
corporation and DOES 1 to 25, inclusive,

Defendants.

Case No. 24STCV26033

**JOINT STIPULATION TO DISMISS  
CLASS ACTION AND  
REPRESENTATIVE PAGA CLAIMS  
WITHOUT PREJUDICE AND  
INDIVIDUAL CLAIMS WITH  
PREJUDICE; [~~PROPOSED~~] ORDER**

ASSIGNED FOR ALL PURPOSES TO  
JUDGE ELAINE LU, DEPT. 9

Trial Date: None Set  
Complaint Filed: October 7, 2024

Jacob N. Whitehead, Bar No. 266123  
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Attorneys for Plaintiff  
JULIAN T. MOSLEY

1                    **STIPULATION OF INDIVIDUAL SETTLEMENT AND REQUEST FOR DISMISSAL**

2                    Pursuant to California Rule of Court 3.770, Plaintiff JULIAN T. MOSLEY (“Plaintiff”), and  
3 Defendant GENERAL MILLS, INC., (“Defendant”) (Plaintiff and Defendant are referred to  
4 collectively as “Parties”), by and through their counsel of record, jointly seek: (1) the Court’s dismissal  
5 of Plaintiff’s *individual* claims **with prejudice**; (2) the Court’s approval of their Settlement Agreement  
6 and the payment described therein resolving Plaintiff’s *individual* claim for relief under the California  
7 Private Attorneys General Act (California Labor Code § 2698 *et seq.*) (“PAGA”) **with prejudice**; (3)  
8 dismissal of the representative PAGA claims of allegedly aggrieved employees, other than those of  
9 Plaintiff, **without prejudice**; and (4) dismissal of the class claims, **without prejudice**. The Parties  
10 further respectfully request this Court enter the attached [Proposed] Order for Dismissal without a  
11 hearing. As grounds for the Request, the Parties represent:

12                    **WHEREAS**, on August 27, 2024, Plaintiff, through his counsel, submitted a Notice of Labor  
13 Code Violations Pursuant the California Private Attorneys’ General Act, Labor Code section 2699.3  
14 *et seq.* (“PAGA”) to the California Labor and Workforce Development Agency, Case Number  
15 LWDA-CM-1047704-24 (“PAGA Notice”);

16                    **WHEREAS**, on September 6, 2024, Plaintiff submitted a Charge of Discrimination before the  
17 Equal Employment Opportunity Commission (“EEOC”), Charge No. 480-2024-03450, which alleges  
18 Defendant is liable for discrimination on the basis of race and/or color and retaliation (“EEOC  
19 Charge”);

20                    **WHEREAS**, on October 7, 2024, Plaintiff filed a Complaint entitled *Julian T. Mosley v.*  
21 *General Mills, Inc.*, in the Los Angeles County Superior Court, docketed as Case No. 24STCV26033,  
22 which was brought on a purported class and representative basis and alleges that Defendant: (1)  
23 misclassified employees as exempt in violation of the applicable Industrial Wage Order and Labor  
24 Code section 515; (2) failed to provide meal periods in violation of Labor Code sections 226.7, 512 &  
25 1198; (2) failed to provide rest periods in violation of Labor Code sections 226.7 & 1198; (4) failed  
26 to timely compensate employees during employment in violation of Labor Code sections 204 & 1194;  
27 (5) failed to maintain accurate employment records in violation of Labor Code section 1174; (6) failed  
28 to pay overtime in violation of Labor Code sections 510 & 1194; (7) failed to timely pay wages during

1 employment in violation of Labor Code sections 204 & 210; (8) failed to furnish accurate wage  
2 statements in violation of Labor Code section 226; (9) failed to timely pay wages upon termination of  
3 employment in violation of Labor Code sections 201 & 203; (10) failed to reimburse work related  
4 expenses in violation of Labor Code section 2802; (11) maintained illegal terms and conditions of  
5 employment in violation of Labor Code section 432.5; (12) engaged in fraudulent concealment in  
6 violation of common law; (13) engaged in unfair competition in violation of Business and Professions  
7 Code section 17200, *et seq.*, and (14) is liable for penalties pursuant to PAGA (the “Lawsuit”);

8       **WHEREAS**, Defendant denies any and all liability alleged in the EEOC Charge and the  
9 Lawsuit. Defendant maintains that Defendant had, and continues to have, legally compliant  
10 employment practices throughout the statutory period in California, including but not limited to the  
11 classification of Defendant’s employees as exempt or non-exempt. Defendant does not admit that  
12 Defendant ever violated any provision of the California Labor Code, including, but not limited to,  
13 those sections for which Plaintiff seeks relief, or of any other law. However, the Parties desire to  
14 resolve all of Plaintiff’s *individual* claims against Defendant in the Lawsuit on an *individual* basis  
15 only. This Settlement was reached after extensive negotiations and an exchange of relevant  
16 information, data and legal theories. The Parties believe and agree that this Settlement is a fair,  
17 adequate, and reasonable resolution of the Action and have arrived at this Settlement in arms-length  
18 negotiations, taking into account all relevant factors, present and potential, as set forth in the  
19 Declaration of Plaintiff’s Counsel, filed concurrently herewith;

20       **WHEREAS**, the Parties have entered into a confidential settlement agreement to resolve  
21 Plaintiff’s non-PAGA individual claims asserted in the EEOC Charge and the Lawsuit (“Confidential  
22 Settlement Agreement and Release of Individual Claims”);

23       **WHEREAS**, the Parties reached a resolution of all claims that Plaintiff, *individually*, might  
24 have against Defendant, including those claims pled in this Lawsuit on an *individual* basis, the Parties  
25 executed a Confidential Settlement Agreement and Release of Individual Claims as well as a separate  
26 non-confidential settlement agreement as to Plaintiff’s individual claim for penalties pursuant to  
27 PAGA (“Individual Private Attorneys General Act Settlement Agreement and Release”), and the  
28 Parties now seek dismissal of those *individual* claims with prejudice in this stipulation;

1       **WHEREAS**, in consideration for Plaintiff's agreement to settle and release his individual  
2 claim under the PAGA, Defendant agrees to pay a total of Two Hundred Dollars and Zero Cents  
3 (\$200.00), which the Parties agree is a reasonable and adequate settlement amount given the nature of  
4 Plaintiff's claims and his likelihood of success, and which will be paid as follows: (1) \$150.00  
5 (representing 75% of said \$200.00) will go to the LWDA; and (2) \$50.00 will be payable to Plaintiff  
6 and shall represent payment for PAGA penalties, and a true and correct copy of the Parties' executed  
7 Individual Private Attorneys General Act Settlement Agreement and Release is attached to the  
8 Declaration of Jacob Whitehead, *filed concurrently herewith*;

9       **WHEREAS**, pursuant to California Rule of Court, Rule 3.770 (a), no consideration is being  
10 provided to Plaintiff and Plaintiff's counsel, including any fees or costs, for dismissal of the claims  
11 and allegations on behalf of the putative class without prejudice;

12       **WHEREAS**, the allegations asserted on behalf of a putative class may properly be dismissed  
13 consistent with California Rules of Court, Rule 3.770;

14       **WHEREAS**, pursuant to California Rules of Court, Rule 3.770(c), if the Court has not ruled  
15 on class certification, or if the court has ruled on class certification but notice of the pendency of the  
16 action has not also been provided to class members in a case in which such notice is required, the  
17 Court may dismiss the action "without notice to the [putative class members] if the court finds that the  
18 dismissal will not prejudice them";

19       **WHEREAS**, dismissal of the class action allegations without prejudice will not prejudice the  
20 rights and remedies of any of the putative class members because no class has been certified, there has  
21 been no determination on the merits of the class action, the Court has not entered judgment following  
22 final approval of a settlement, and no notice has been sent to the putative class;

23       **WHEREAS**, no notice to the putative class members is required under these circumstances  
24 under California Rules of Court, Rule 3.770 (c);

25       **WHEREAS**, the Parties negotiated a settlement of Plaintiff's claims, including a general  
26 release of claims and a Civil Code section 1542 waiver, for which additional consideration is being  
27 provided and which is memorialized in a separate Confidential Settlement Agreement and Release of  
28 Individual Claims; and

1           **WHEREAS**, Plaintiff and Defendant shall each bear their own attorney's fees and costs except  
2 as expressly agreed otherwise.

3           **NOW, THEREFORE**, the Parties, through their respective counsel of records, **HEREBY**  
4 **STIPULATE AND RESPECTFULLY REQUEST** as follows:

5           1.       Upon the entry of the Order, Plaintiff's individual claims shall be dismissed *with*  
6 *prejudice*;

7           2.       Upon the entry of the Order, Plaintiff's individual PAGA claim shall be dismissed *with*  
8 *prejudice*;

9           3.       Upon the entry of the Order, the class claims shall be dismissed *without prejudice*;

10          4.       Upon entry of the Order, the representative PAGA claim shall be dismissed *without*  
11 *prejudice*;

12          5.       No notice shall be required to the putative class members of said dismissal as permitted  
13 by California Rules of Court, Rule 3.770(c); and

14          6.       The Parties shall bear their own costs and attorneys' fees.

15               **IT IS SO STIPULATED.**

16 Dated: April 14, 2025

LITTLER MENDELSON, P.C.

19               /s/ Evan E. Kroll  
20 Jyoti Mittal  
21 Alyssa S. Gjedsted  
22 Evan E. Kroll  
23 Attorneys for Defendant  
24 GENERAL MILLS, INC.

25 Dated: April 11, 2025

W EMPLOYMENT LAW, APC

26               /s / Jacob N. Whitehead  
27 Jacob N. Whitehead  
28 Attorneys for Plaintiff  
JULIAN T. MOSLEY

1 **[PROPOSED] ORDER**

2 Having read and considered the JOINT STIPULATION TO DISMISS CLASS ACTION AND  
3 REPRESENTATIVE PAGA CLAIMS WITHOUT PREJUDICE AND INDIVIDUAL CLAIMS  
4 WITH PREJUDICE (“Stipulation”) of Plaintiff JULIAN T. MOSLEY (“Plaintiff”) and Defendant  
5 GENERAL MILLS, INC. (“Defendant” and, together with Plaintiff, the “Parties”), and the  
6 accompanying Declaration of Jacob N. Whitehead, Esq., and **GOOD CAUSE APPEARING**  
7 **THEREFOR**, it is **HEREBY ORDERED, ADJUDGED** and **DECREED** as follows:

- 8 1. The Parties’ Stipulation is **GRANTED**;
- 9 2. The Court hereby dismisses Plaintiff’s individual claims *with prejudice*;
- 10 3. The Court hereby dismisses Plaintiff’s individual PAGA claim *with prejudice*;
- 11 4. The Court hereby dismisses the class claims *without prejudice*;
- 12 5. The Court hereby dismisses the representative PAGA claim *without prejudice*;
- 13 6. No notice shall be required to the putative class members of said dismissal as permitted  
14 by California Rules of Court, Rule 3.770(c); and
- 15 7. Plaintiff and Defendant shall bear their own attorneys’ fees and costs incurred in  
16 connection with the prosecution or defense of this action.

17 **IT IS SO ORDERED.**

18 Dated: 04/18/2025, 2025



19 \_\_\_\_\_  
20 THE HON. ELAINE LU  
21 JUDGE OF THE SUPERIOR COURT

22 4867-5115-3903.1 / 040218-2537