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and D.F. STAUFFER BISCUIT CO., INC.

18 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
19 **FOR THE COUNTY OF ORANGE**

20 OXENI JUAREZ DE LA CRUZ, an individual
and on behalf of all others similarly situated;

21 Plaintiff,

23 vs.

24 LAGUNA COOKIE COMPANY INC., a
California corporation; D.F. STAUFFER
25 BISCUIT CO., INC., a Pennsylvania
corporation; and DOES 1 through 50,

26 Defendants.
27

Case No.: 30-2024-01381818-CU-OE-CXC

[Assigned for All Purposes to:
Hon. Melissa R. McCormick, Dept. CX105]

**AMENDMENT TO CLASS ACTION AND
PAGA SETTLEMENT AGREEMENT**

Action Filed: February 26, 2024

FAC Filed: April 29, 2024

Trial Date: Not Set

1 **AMENDMENT TO CLASS ACTION AND PAGA SETTLEMENT AGREEMENT**

2 This Amendment (the “Amendment”) to Class Action and PAGA Settlement Agreement
3 (the “Agreement”) is made by and between Plaintiff OXENI JUAREZ DE LA CRUZ (“Plaintiff”)
4 and Defendants LAGUNA COOKIE COMPANY INC. and D.F. STAUFFER BISCUIT CO., INC.
5 (“Defendants”) (collectively, “the Parties”). The Agreement and this Amendment thereto refer to
6 Plaintiff and Defendant collectively as the “Parties,” or individually as a “Party.”

7 **RECITALS**

8 A. WHEREAS, in August 2025, the Parties entered into the Agreement.

9 B. WHEREAS, Paragraph 12.9 of the Agreement states:

10 Modification of Agreement. This Agreement, and all parts of it, may be amended,
11 modified, changed, or waived only by an express written instrument signed by all
12 Parties or their representatives, and approved by the Court.

12 C. WHEREAS, Paragraph 12.5 of the Agreement states:

13 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
14 represent that they are authorized by Plaintiff and Defendants, respectively, to take
15 all appropriate action required or permitted to be taken by such Parties pursuant to
16 this Agreement to effectuate its terms, and to execute any other documents
reasonably required to effectuate the terms of this Agreement including any
amendments or addendums to this Agreement.

17 D. WHEREAS, the Parties now wish to amend the Agreement to alter the language of
18 Paragraphs 1.40, 1.42, 5, 7.4.4, 7.5.1, 7.6, 7.7.2, and 7.8.4 of the Agreement.

19 NOW THEREFORE, based on the foregoing Recitals, the Parties, by and through their
20 respective undersigned attorneys of record, agree that the following provisions of the Agreement
21 are hereby amended in the manner indicated as follows:

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AMENDMENTS TO THE AGREEMENT

1. Paragraph 1.40 of the Agreement is amended and replaced to read as follows:

1.40 “Released Parties” means Defendants and each of their former, present, and future owners, parents, subsidiaries (including Meiji America Inc.), officers, directors, employees, shareholders, and insurers (including Travelers). If the Court orders further modifications to the definition of Released Parties, the Parties agree to adopt said modifications without the need to enter into another amendment and to include the modified definition of Released Parties in the proposed Class Notice and the proposed Final Approval Order and Judgment.

2. Paragraph 1.42 of the Agreement is amended and replaced to read as follows:

1.42 “Response Deadline” means 60 days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Class portion of the Settlement; (b) fax, email, or mail his, her, or their Objection to the Settlement; or (c) fax, email, or mail challenges to calculations of Workweeks and/or Pay Periods. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 days beyond the Response Deadline has expired.

3. Paragraph 5 of the Agreement is amended and replaced to read as follows:

5. RELEASES OF CLAIMS. Effective on the date when Defendants fully fund the entire Gross Settlement Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, Aggrieved Employees, and Class Counsel will release claims against all Released Parties as follows:

4. Paragraph 7.4.4 of the Agreement is amended and replaced to read as follows:

7.4.4 The deadlines for Class Members’ written objections, challenges to Workweeks and/or Pay Periods and Requests for Exclusion will be extended an additional 14 days beyond the 60 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

5. Paragraph 7.5.1 of the Agreement is amended and replaced to read as follows:

7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class portion of the Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her/their representative that reasonably communicates the Class Member’s election to be

excluded from the Class portion of the Settlement and includes the Class Member's name, address, and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

6. Paragraph 7.6 of the Agreement is amended and replaced to read as follows:

7.6 Challenges to Calculation of Workweeks. Each Class Member shall have 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email, or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. Although the Administrator may make the initial decision regarding challenges to calculations of Workweeks and/or Pay Periods, the Court may review any decisions made by the Administrator. The Parties shall file with the Court copies of all challenges to calculation of Workweeks and/or Pay Periods submitted by Class Members, the evidence submitted, and the Administrator's resolution of the challenges.

7. Paragraph 7.7.2 of the Agreement is amended and replaced to read as follows:

7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 60 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

8. Paragraph 7.8.4 of the Agreement is amended and replaced to read as follows:

7.8.4 Workweek and/or Pay Period Challenges. Although the Administrator has the authority to address and make initial decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods, the Court may review any decisions made by the Administrator. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel, the evidence submitted, and the Administrator's determination of the challenges, all of which the Parties shall file with the Court.

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1 PLAINTIFF:

2 Dated: 02 / 09 / 2026

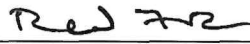
OXENI JUAREZ DE LA CRUZ


Oxeni Juarez De La Cruz
Plaintiff and Class Representative

4 DEFENDANT:

5 Dated: 2 / 6 / 2026

LAGUNA COOKIE COMPANY INC.

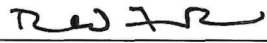

By: Ronald Fink

8 Title: COO

9 DEFENDANT:

10 Dated: 2 / 6 / 2026

D.F. STAUFFER BISCUIT CO., INC.


By: Ronald Fink

12 Title: COO

14 APPROVED AS TO FORM BY COUNSEL

15 CLASS COUNSEL:

16 Dated: February 6, 2026

JUSTICE FOR WORKERS, P.C.


William C. Sung
Attorneys for Plaintiff

19 DEFENSE COUNSEL:

20 Dated: February 6, 2026

O'HAGAN MEYER LLP


William B. Richards, Jr.
Attorneys for Defendants