

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

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

Plaintiff,

vs.

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

Defendants.

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

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

**ORDER GRANTING PLAINTIFF'S
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Action Filed: February 26, 2024

1 The Motion of Plaintiff Oxeni Juarez De La Cruz ("Plaintiff") for Preliminary Approval of
2 Class Action and PAGA Settlement came on regularly for hearing before this Court. The Court,
3 having considered the Class Action and PAGA Settlement Agreement attached hereto as Exhibit 1,
4 the Amendment to Class Action and PAGA Settlement Agreement attached hereto as Exhibit 2, and
5 the Second Amendment to Class Action and PAGA Settlement Agreement attached hereto as
6 Exhibit 3 (together, Exhibit 1, 2 and 3 are the "Settlement" or the "Settlement Agreement"); having
7 considered Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement, and
8 all declarations and other documents filed in support of the motion, orders as follows:

9 1. The Court grants preliminary approval of the Settlement and finds the Settlement to
10 be within the range of reasonableness of a settlement that ultimately could be granted approval by
11 the Court at a Final Approval Hearing.

12 2. The Gross Settlement Amount is \$315,000.00. The court preliminarily approves the
13 following deductions from the Gross Settlement Amount: (1) total PAGA Penalties in the amount of
14 \$20,000.00, allocated 75% (\$15,000.00) to the California Labor and Workforce Development
15 Agency ("LWDA") and 25% (\$5,000.00) allocated to Aggrieved Employees; (2) Class Counsel
16 attorneys' fees not to exceed \$94,500.00; (3) Class Counsel litigation expenses not to exceed
17 \$20,000.00; (4) an enhancement award to Plaintiff not to exceed \$2,500.00; and (5) settlement
18 administration fees not to exceed \$7,490.00.

19 3. For purposes of the Settlement, the Court finds that the proposed Class is
20 ascertainable and that there is a sufficiently well-defined community of interest among the members
21 of the Class in questions of law and fact. Therefore, for settlement purposes only, the Court grants
22 conditional certification of the following Class:

23 All individuals who were employed by Defendants Laguna Cookie Company Inc.
24 and D.F. Stauffer Biscuit Co., Inc. ("Defendants") as hourly, nonexempt direct-hire
25 employees in California at any time during the Class Period of April 9, 2023 through
26 September 20, 2025. The Class expressly excludes any employees placed to work at
27 Defendants' facility through a staffing agency, and who were not otherwise directly
28 employed by Defendants at any time during the Class Period.

29 4. With regard to the PAGA Settlement, Aggrieved Employees means:

All individuals who were employed by Defendants Laguna Cookie Company Inc.
and D.F. Stauffer Biscuit Co., Inc. ("Defendants") as hourly, nonexempt direct-hire

1 employees in California at any time during the PAGA Period of April 9, 2023
2 through September 20, 2025. Aggrieved Employees expressly excludes any
3 employees placed to work at Defendants' facility through a staffing agency, and who
4 were not otherwise directly employed by Defendants at any time during the PAGA
5 Period.

6 5. For purposes of the Settlement, the Court preliminarily designates named Plaintiff
7 Oxeni Juarez De La Cruz as Class Representative and William C. Sung and Tiffany L. Luu of
8 Justice for Workers, P.C. as Class Counsel.

9 6. The Court preliminarily designates Apex Class Action, LLC as the third-party
10 Administrator for mailing notices.

11 7. The Court approves, as to form and content, the Notice of Class Action and PAGA
12 Settlement and its attached forms, attached hereto as Exhibit 4 (in English and Spanish) (together,
13 the "Class Notice Packet").

14 8. The Court finds that the form of notice to the Class regarding the pendency of the
15 action and of the Settlement, and the methods of giving notice to Class Members, constitute the best
16 notice practicable under the circumstances, and constitute valid, due, and sufficient notice to all of
17 the Class Members. The form and method of giving notice complies with the requirements of all
18 applicable laws and rules, and due process.

19 9. The Court orders the Administrator to mail the Class Notice Packet to Class
20 Members in accordance with the terms of the Settlement.

21 10. The Final Approval Hearing on the question of whether the Settlement should be
22 finally approved as fair, reasonable, and adequate is scheduled in Department CX105 of this Court,
23 located at Civil Complex Center 751 West Santa Ana Blvd., Santa Ana, CA 92701 on February 18,
24 2027 at 2:00 p.m.

25 11. At the Final Approval Hearing, the Court will consider: (a) whether the Settlement
26 should be finally approved as fair, reasonable, and adequate for the Class; (b) whether a judgment
27 granting final approval of the Settlement should be entered; and (c) whether Plaintiff's application
28 for attorneys' fees, reimbursement of litigation expenses, service award to Plaintiff, settlement
administration costs, and payment to the LWDA and Aggrieved Employees for penalties under the
Labor Code Private Attorneys General Act should be granted.

12. Counsel for the parties shall file memoranda, declarations, or other statements and materials in support of their request for final approval of the Settlement, attorneys' fees, litigation expenses, Plaintiff's service award, payment to the LWDA and Aggrieved Employees, and settlement administration costs, no later than 16 court days prior to the Final Approval Hearing.

13. An implementation schedule is below:

Event	Date
Defendants to provide the Administrator with the Class Data	Within 15 calendar days after entry of this Order
Administrator to mail the Class Notice	Within 14 calendar days after receiving the Class Data from Defendants
Response Deadline for Class Members	Within 60 calendar days after the Administrator mails the Class Notice (extended by 14 calendar days for any re-mailed initial Class Notices)
Last Day to File a Motion for Final Approval of Class Action and PAGA Settlement	At least 16 court days before the Final Approval Hearing
Final Approval Hearing	February 18, 2027 at 2:00 p.m.

14. Pending the Final Approval Hearing, all proceedings in this Action, other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this Order, are stayed. The Court retains jurisdiction to enforce the Settlement pursuant to Code of Civil Procedure § 664.6.

15. The Court orders the Parties, their counsel and the Administrator to carry out their duties and obligations in accordance with terms of the Agreement.

IT IS SO ORDERED.

DATED: September 10, 2026

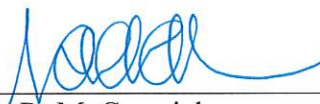

Melissa R. McCormick
Judge of the Superior Court

EXHIBIT 1

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Oxeni Juarez De La Cruz (“Plaintiff”) and defendants Laguna Cookie Company Inc. and D.F. Stauffer Biscuit Co., Inc. (“Defendants”). The Agreement refers to Plaintiff and Defendants collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendants captioned *Oxeni Juarez De La Cruz v. Laguna Cookie Company Inc., et al.* (case no. 30-2024-01381818-CU-OE-CXC), initiated on February 26, 2024 and pending in the Superior Court of the State of California, County of Orange.
- 1.2. “Administrator” means Apex Class Action LLC, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Aggrieved Employees” means all individuals who were employed by Defendants as hourly, nonexempt direct-hire employees in California at any time during the PAGA Period. Aggrieved Employees expressly exclude any employees placed to work at Defendants’ facility through a staffing agency, and who were not otherwise directly employed by Defendants at any time during the PAGA Period.
- 1.5. “Class” means all individuals who were employed by Defendants as hourly, nonexempt direct-hire employees in California at any time during the Class Period. The Class expressly excludes any employees placed to work at Defendants’ facility through a staffing agency, and who were not otherwise directly employed by Defendants at any time during the Class Period.
- 1.6. “Class Counsel” means William C. Sung and Tiffany L. Luu of Justice for Workers, P.C.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.8. “Class Data” means Class Member identifying information in Defendants’ possession including the Class Member’s name; last known mailing address; Social Security number or, as applicable, other taxpayer identification number; number of qualifying Workweeks worked during the Class Period, and number of qualifying PAGA Pay Periods worked during the PAGA Period.

- 1.9. "Class Member" or "Settlement Class Member" means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10. "Class Member Address Search" means the Administrator's investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.11. "Class Notice" means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English, with a Spanish translation, in the form, without material variation, attached as **Exhibit A** and incorporated by reference into this Agreement.
- 1.12. "Class Period" means the period from April 9, 2023 through September 20, 2025.
- 1.13. "Class Representative" means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.14. "Class Representative Service Payment" means the payment to the Class Representative for initiating the Action and providing services in support of the Action.
- 1.15. "Court" means the Superior Court of California, County of Orange.
- 1.16. "Defendants" means named Defendants Laguna Cookie Company Inc. and D.F. Stauffer Biscuit Co., Inc.
- 1.17. "Defense Counsel" means O'Hagan Meyer LLP.
- 1.18. "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.19. "Final Approval" or "Final Approval Order" means the Court's order granting final approval of the Settlement.
- 1.20. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.
- 1.21. "Final Judgment" means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.

- 1.22. "Gross Settlement Amount" means \$315,000.00, which is the total amount Defendants agree to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and the Administration Expenses Payment.
- 1.23. "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of qualifying Workweeks worked during the Class Period.
- 1.24. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of qualifying Pay Periods worked during the PAGA Period.
- 1.25. "Judgment" means the judgment entered by the Court based upon the Final Approval.
- 1.26. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subdivision (i).
- 1.27. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (i).
- 1.28. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.29. "Non-Participating Class Member" means any Class Member who opts out of the Class portion of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.30. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698, *et seq.*).
- 1.31. "PAGA Notice" means Plaintiff's February 23, 2024 "Notice of Private Attorneys General Act Claim" letter to Defendants and the LWDA (LWDA case no. LWDA-CM-1012665-24), providing notice pursuant to Labor Code section 2699.3, subdivision (a).
- 1.32. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee was employed by Defendants as an hourly, nonexempt direct-hire employee in California during the PAGA Period. PAGA Pay Periods may be based on either: (1) pay periods during at least one day was worked; or (2) hire dates and, where applicable, last dates worked or separation dates, re-hire dates, dates of any periods of leave, and dates of any transition between nonexempt and exempt status.

- 1.33. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and 75% to the LWDA in settlement of PAGA claims.
- 1.34. "PAGA Period" means the period from April 9, 2023 through September 20, 2025.
- 1.35. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Class portion of the Settlement.
- 1.36. "Plaintiff" means Oxeni Juarez De La Cruz, the named plaintiff in the Action.
- 1.37. "Preliminary Approval" or "Preliminary Approval Order" means the Court's Order Granting Preliminary Approval of the Settlement.
- 1.38. "Released Class Claims" means the claims being released as described in Paragraph 5.2 below.
- 1.39. "Released PAGA Claims" means the claims being released as described in Paragraph 5.3 below.
- 1.40. "Released Parties" means Defendants and each of their former, present, and future owners, parents, subsidiaries, and affiliates, and all of their current, former, and future officers, directors, members, managers, employees, consultants, partners, shareholders, joint venturers, agents, predecessors, successors, assigns, accountants, insurers, reinsurers, and/or legal representatives.
- 1.41. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.42. "Response Deadline" means 45 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; or (b) fax, email, or mail his, her, or their Objection to the Settlement. 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.
- 1.43. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.
- 1.44. "Workweek" means any week during which a Class Member was employed by Defendants as an hourly, nonexempt direct-hire employee in California during the Class Period. Workweeks may be based on either: (1) weeks during at least one day was worked; or (2) hire dates and, where applicable, last dates worked or separation dates, re-hire dates, dates of any periods of leave, and dates of any transition between nonexempt and exempt status.

2. RECITALS.

- 2.1. On February 26, 2024, Plaintiff commenced this Action by filing a Class Action Complaint alleging causes of action against Defendants for: (1) meal period violations (Labor Code §§ 226.7, 512, 558); (2) rest period violations (Labor Code §§ 226.7, 516, 558); (3) wage statement penalties (Labor Code § 226); and (4) waiting-time penalties (Labor Code §§ 201-203). On April 29, 2024, Plaintiff filed a First Amended Class and Representative Action Complaint alleging all causes of action against Defendants described in the original Class Action Complaint, and adding an additional fifth cause of action for civil penalties under the Private Attorneys General Act (Labor Code §§ 2698, *et seq.*) predicated on, *inter alia*, the following underlying allegations: failure to provide all legally required meal periods, and failure to pay meal period premium wages at the regular rate of compensation (Labor Code §§ 226.7, 512, 558, 1198); failure to authorize and permit all legally required rest periods, and failure to pay rest period premium wages at the regular rate of compensation (Labor Code §§ 226.7, 516, 558, 1198); failure to furnish complete, accurate, itemized wage statements (Labor Code § 226); failure to timely pay all final wages and compensation earned at the time of separation (Labor Code §§ 201-202); failure to pay all paid sick leave wages (Labor Code § 246); failure to pay all earned wages at least twice during each calendar month (Labor Code § 204); and failure to maintain accurate records (Labor Code §§ 1174, 1198). The First Amended Class and Representative Action Complaint is the operative complaint in the Action (the “Operative Complaint”). Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in the Operative Complaint, and deny any and all liability for the causes of action alleged.
- 2.2. Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave timely written notice to Defendants and the LWDA by sending the PAGA Notice.
- 2.3. On July 22, 2025, the Parties participated in an all-day in-person mediation presided over by employment law mediator Jason Marsili, Esq., which led to this Agreement to settle the Action.
- 2.4. Prior to mediation, Plaintiff obtained, through both formal and informal discovery, extensive relevant documents and information that allowed Plaintiff to evaluate the potential exposure and potential risk, including, *inter alia*: (1) Plaintiff’s personnel files, timekeeping records, and payroll records; (2) Defendants’ operative employee handbooks and written employment policies in effect during the Class/PAGA Period; (3) Defendants’ California hourly, nonexempt direct-hire employee list (with employees’ names and contact information removed); (4) a representative randomized sampling of corresponding time and pay records for 25% of the putative Class; and (5) Class and PAGA group data points, including, for both current and formerly-employed putative Class Members and Aggrieved Employees between the start of the Class/PAGA Period (April 9, 2023) and the date of mediation (July 22, 2025), total numbers of putative Class Members and Aggrieved Employees, approximate numbers of Workweeks worked, Pay Periods, and wage statements issued, and average hourly rates. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth

in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

- 2.5. The Court has not granted class certification.
- 2.6. The Parties, Class Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendants promise to pay \$315,000.00 and no more as the Gross Settlement Amount, and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.
- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval Order:
 - 3.2.1. To Plaintiff: Class Representative Service Payment to the Class Representative of not more than \$7,500.00 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendants will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payment prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.
 - 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 33^{1/3}% of the Gross Settlement Amount, which is currently estimated to be \$105,000.00, and a Class Counsel Litigation Expenses Payment of not more than \$20,000.00. Defendants will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment Defendants prior to the Final Approval Hearing. If the Court approves a Class

Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.

- 3.2.3. To the Administrator: An Administration Expenses Payment not to exceed \$7,490.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$7,490.00, the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of qualifying Workweeks worked by all Participating Class Members during the Class Period, and (b) multiplying the result by each Participating Class Member's qualifying Workweeks.
 - 3.2.4.1. Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The remaining 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.
 - 3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.
- 3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$20,000.00 to be paid from the Gross Settlement Amount, with 75%

(\$15,000.00) allocated to the LWDA PAGA Payment and 25% (\$5,000.00) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$5,000.00) by the total number of qualifying PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period, and (b) multiplying the result by each Aggrieved Employee's qualifying PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of their records, Defendants estimate there are 245 Class Members who collectively worked a total of approximately 16,733 Workweeks (between the start of the Class Period on April 9, 2023 and the date of mediation on July 22, 2025), and 245 Aggrieved Employees who worked a total of approximately 16,154 PAGA Pay Periods (between the start of the PAGA Period on April 9, 2023 and the date of mediation on July 22, 2025).
- 4.2. Class Data. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Defendants will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants have a continuing duty to notify Class Counsel if they discover that the Class Data omitted class member identifying information and to provide corrected or updated Class Data to the Administrator as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.
- 4.3. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendants' share of payroll taxes, by transmitting the funds to the Administrator no later than 30 days after the Effective Date.

- 4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.
- 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
- 4.4.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.
- 4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure section 384, subdivision (b).
- 4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

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, and Class Counsel will release claims against all Released Parties as follows:

5.1 Plaintiff's Release. Plaintiff and her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors and assigns generally, release and discharge Released Parties from all claims, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint or ascertained during the Action and released under Paragraph 5.2, below; and (b) all PAGA claims that were, or reasonably could have been, alleged, based on facts contained in the Operative Complaint, Plaintiff's PAGA Notice, or ascertained during the Action and released under Paragraph 5.3, below ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

5.2 Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, including, e.g., any and all claims involving: (1) any alleged failure to provide compliant meal periods and/or premium pay at the regular rate of compensation in lieu thereof; (2) any alleged failure to provide compliant rest periods and/or premium pay at the regular rate of compensation in lieu thereof; (3) any alleged failure to furnish complete and accurate itemized wage statements; (4) any alleged failure to timely pay final wages upon separation of employment; (5) any alleged failure to pay all paid sick leave wages; (6) any alleged failure to pay all earned wages at least twice during each calendar month; (7) any alleged failure to maintain accurate records; and (8) any alleged fraudulent, unlawful, and/or unfair business practices arising out of the Labor Code and Industrial Welfare Commission ("IWC") Wage Order violations

referenced in the Operative Complaint. Except as set forth in Paragraph 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

- 5.3 Release by Aggrieved Employees: All Aggrieved Employees, including Non-Participating Class Members, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, the Released Parties from all claims for PAGA penalties that were alleged based on the facts stated in the PAGA Notice, for the duration of the PAGA Period.

6. MOTION FOR PRELIMINARY APPROVAL. The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval").

- 6.1 Defendant's Responsibilities. Within 14 days of the full execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed Declaration from Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In their Declaration, Defense Counsel shall aver whether they are aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.
- 6.2 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code section 2699, subdivision (l)(2); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds, or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel, or Defense Counsel; (iv) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members and/or the Administrator; and (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code, § 2699.3, subd. (a)), Operative Complaint (Labor Code, § 2699, subd. (l)(1)), and this Agreement (Labor Code, § 2699, subd. (l)(2))); and all facts relevant to any actual or potential conflict of interest with Class Members and/or the Administrator. In their Declarations, Plaintiff and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

- 6.3 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval Order to the Administrator.
- 6.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting and conferring, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting and conferring, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected Apex Class Action LLC to serve as the Administrator and verified that, as a condition of appointment, Apex Class Action LLC agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 7.4 Notice to Class Members.
- 7.4.1 No later than 3 business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and Pay Periods in the Class Data.
- 7.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice, with Spanish translation, substantially in the form attached to this Agreement as **Exhibit A**. The first page of the Class Notice

shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Class Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

- 7.4.3 Not later than 3 business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- 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 45 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.
- 7.4.5 If the Administrator, Defendants, or Class Counsel are contacted by or otherwise discover any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

7.5 Requests for Exclusion (Opt-Outs).

- 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 45 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.
- 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The

Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

7.6 Challenges to Calculation of Workweeks. Each Class Member shall have 45 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. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination of the challenges.

7.7 Objections to Settlement.

7.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Class Representative Service Payment.

- 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 45 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).
- 7.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.
- 7.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.
- 7.8.1 Website, Email Address, and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time, and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval Order, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval Order, and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes, and emails.
- 7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; and (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).
- 7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

- 7.8.4 Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.
- 7.8.5 Administrator's Declaration. Before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notices, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), and the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.
- 7.8.6 Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 7 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

- 8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE.** Based on its records, Defendants estimate that, as of the date of this Settlement Agreement, (1) there are 245 Class Members who worked a total of approximately 16,733 Workweeks (between the start of the Class Period on April 9, 2023 and the date of mediation on July 22, 2025), and (2) there are 245 Aggrieved Employees who worked a total of approximately 16,154 PAGA Pay Periods (between the start of the PAGA Period on April 9, 2023 and the date of mediation on July 22, 2025). If the number of Workweeks worked by the Class Members during the Class Period is greater than 10% above that estimated by Defendants, or 18,407 Workweeks worked, then Plaintiff shall have the right to a pro-rata increase in the Gross Settlement Amount equal to the percentage increase in Workweeks above 18,407 (e.g., if the total Workweeks increases by 12%, then a 2% increase to the Gross Settlement Amount).
- 9. DEFENDANTS' RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, Defendants may, but are not obligated to, elect to withdraw from the Settlement. The Parties agree that, if Defendants withdraw, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party(ies) will have any further obligation to perform under this Agreement; provided, however, Defendants will remain responsible for paying all Settlement

Administration Expenses incurred to that point. Defendants must notify Class Counsel and the Court of its election to withdraw not later than 30 days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

10. MOTION FOR FINAL APPROVAL. Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subdivision (l), a Proposed Final Approval Order, and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than 7 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer, and in good faith; to resolve any disagreements concerning the Motion for Final Approval.

- 10.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members and/or Aggrieved Employees), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this Paragraph.
- 10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
- 10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs, or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

- 10.5 Appellate Court Orders to Vacate, Reverse or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members and/or Aggrieved Employees), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this Paragraph, as long as the Gross Settlement Amount remains unchanged.

11. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

12. ADDITIONAL PROVISIONS.

- 12.1 No Admission of Liability, Class Certification, or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval, or enter Judgment, Defendants reserve the right to contest certification of any class for any reasons, and Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendants' defenses. The Settlement, this Agreement, and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).
- 12.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendants, and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate, and/or publicize, or cause or permit another person to disclose, disseminate, or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party(ies) of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff,

Class Counsel, Defendants, and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that “the matter was resolved,” or words to that effect. This Paragraph does not restrict Class Counsel’s communications with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members.

- 12.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this Paragraph shall be construed to restrict Class Counsel’s ability to communicate with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members.
- 12.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 12.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to 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.
- 12.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence, and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 12.7 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party(ies) in this Settlement.
- 12.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendants, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 12.9 Modification of Agreement. This Agreement, and all parts of it, may be amended,

modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

- 12.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 12.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 12.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 12.13 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during the Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 12.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or California Rules of Court rule. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final payout of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Class Data received from Defendants unless, prior to the Court's discharge of the Administrator's obligation, Defendants make a written request to Class Counsel for the return, rather than the destruction, of Class Data.
- 12.15 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 12.16 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 12.17 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

12.18 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree upon the signing of this Agreement, pursuant to Code of Civil Procedure section 583.330, to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

12.19 The Parties agree that the Court shall have continuing jurisdiction over the Agreement and Settlement terms pursuant to Code of Civil Procedure section 664.6.

PLAINTIFF:

OXENI JUAREZ DE LA CRUZ

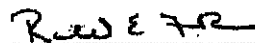
Dated: 08 / 18 / 2025


Oxeni Juarez De La Cruz
Plaintiff and Class Representative

DEFENDANT:

LAGUNA COOKIE COMPANY INC.

Dated: 8/14/2025

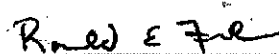

By: Ronald E. Fink

Title: COO

DEFENDANT:

D.F. STAUFFER BISCUIT CO., INC.

Dated: 8/14/2025


By: Ronald E. Fink

Title: COO

APPROVED AS TO FORM BY COUNSEL

CLASS COUNSEL:

JUSTICE FOR WORKERS, P.C.

Dated: August 14, 2025


William C. Sung
Attorneys for Plaintiff

DEFENSE COUNSEL:

O'HAGAN MEYER LLP

Dated: August 14, 2025

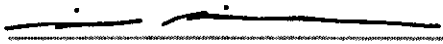

William B. Richards, Jr.
Attorneys for Defendants

EXHIBIT 2

1 **JUSTICE FOR WORKERS, P.C.**

William C. Sung SB# 280792

2 E-Mail: william@justiceforworkers.com

3 Tiffany L. Luu SB# 335127

E-Mail: tluu@justiceforworkers.com

4 Joseph C. Ramili SB# 339491

E-Mail: jramli@justiceforworkers.com

5 3600 Wilshire Boulevard, Suite 1815

Los Angeles, CA 90010

6 Tel: 323-922-2000

7 Fax: 323-922-2000

8 Attorneys for Plaintiff OXENI JUAREZ DE LA CRUZ

9 **O'HAGAN MEYER LLP**

KATHERINE C. DEN BLEYKER (SBN: 257187)

10 Email: kdenbleyker@ohaganmeyer.com

11 WILLIAM B. RICHARDS, JR. (SBN: 298552)

Email: wrichards@ohaganmeyer.com

12 KYLE W. THOMPSON (SBN: 343571)

Email: kthompson@ohaganmeyer.com

13 550 S. Hope Street, Suite 2400

Los Angeles, California 90071

14 Telephone: 213.647.0005

15 Fax: 213.647.1799

16 Attorneys for Defendants LAGUNA COOKIE COMPANY INC.

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,

22 vs.

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

27 Defendants.

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

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

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

5 7.6 Challenges to Calculation of Workweeks. Each Class Member shall have 60 days
6 after the Administrator mails the Class Notice (plus an additional 14 days for Class
7 Members whose Class Notice is re-mailed) to challenge the number of Class
8 Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the
9 Class Notice. The Class Member may challenge the allocation by communicating
10 with the Administrator via fax, email, or mail. The Administrator must encourage the
11 challenging Class Member to submit supporting documentation. In the absence of
12 any contrary documentation, the Administrator is entitled to presume that the
13 Workweeks contained in the Class Notice are correct so long as they are consistent
14 with the Class Data. Although the Administrator may make the initial decision
15 regarding challenges to calculations of Workweeks and/or Pay Periods, the Court
16 may review any decisions made by the Administrator. The Parties shall file with the
17 Court copies of all challenges to calculation of Workweeks and/or Pay Periods
18 submitted by Class Members, the evidence submitted, and the Administrator's
19 resolution of the challenges.

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

21 7.7.2 Participating Class Members may send written objections to the Administrator,
22 by fax, email, or mail. In the alternative, Participating Class Members may appear in
23 Court (or hire an attorney to appear in Court) to present verbal objections at the Final
24 Approval Hearing. A Participating Class Member who elects to send a written
25 objection to the Administrator must do so not later than 60 days after the
26 Administrator's mailing of the Class Notice (plus an additional 14 days for Class
27 Members whose Class Notice was re-mailed).

- 28 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

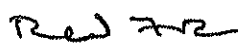
OXENI JUAREZ DE LA CRUZ


Oxeni Juarez De La Cruz
Plaintiff and Class Representative

4 DEFENDANT:

5 Dated: 2 / 6 / 2026

LAGUNA COOKIE COMPANY INC.

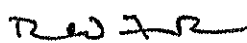

By: Ronald Fink

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

EXHIBIT 3

JUSTICE FOR WORKERS, P.C.

William C. Sung SB# 280792

E-Mail: william@justiceforworkers.com

Tiffany L. Luu SB# 335127

E-Mail: tluu@justiceforworkers.com

Joseph C. Ramili SB# 339491

E-Mail: jramli@justiceforworkers.com

3600 Wilshire Boulevard, Suite 1815

Los Angeles, CA 90010

Tel: 323-922-2000

Fax: 323-922-2000

Attorneys for Plaintiff OXENI JUAREZ DE LA CRUZ

O'HAGAN MEYER LLP

KATHERINE C. DEN BLEYKER (SBN: 257187)

Email: kdenbleyker@ohaganmeyer.com

WILLIAM B. RICHARDS, JR. (SBN: 298552)

Email: wrichards@ohaganmeyer.com

KYLE W. THOMPSON (SBN: 343571)

Email: kthompson@ohaganmeyer.com

550 S. Hope Street, Suite 2400

Los Angeles, California 90071

Telephone: 213.647.0005

Fax: 213.647.1799

Attorneys for Defendants LAGUNA COOKIE COMPANY INC.
and D.F. STAUFFER BISCUIT CO., INC.

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

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

Plaintiff,

vs.

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

Defendants.

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

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

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

Action Filed: February 26, 2024

FAC Filed: April 29, 2024

Trial Date: Not Set

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

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

8 **RECITALS**

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

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

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

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

14 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
15 represent that they are authorized by Plaintiff and Defendants, respectively, to take
16 all appropriate action required or permitted to be taken by such Parties pursuant to
17 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.

18 D. WHEREAS, in February 2026, the Parties entered into the Amendment to the Class
19 Action and PAGA Settlement Agreement (the "Amendment")

20 E. WHEREAS, the Parties now wish to amend the Amendment to alter the language of
21 Paragraph 1.40 of the Amendment.

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

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AMENDMENTS TO THE AGREEMENT

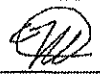
1. Paragraph 1.40 of the Amendment is amended and replaced to read as follows:

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 Travelers.

PLAINTIFF:

OXENI JUAREZ DE LA CRUZ

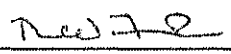
Dated: 06 / 12 / 2026


Oxeni Juarez De La Cruz
Plaintiff and Class Representative

DEFENDANT:

LAGUNA COOKIE COMPANY INC.

Dated: 6 / 19 / 26

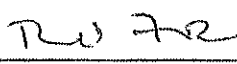

By: Ronald Fulk

Title: COO

DEFENDANT:

D.F. STAUFFER BISCUIT CO., INC.

Dated: 6 / 19 / 26


By: Ronald Fulk

Title: COO

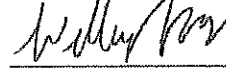
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APPROVED AS TO FORM BY COUNSEL

CLASS COUNSEL:

Dated: June 10, 2026

JUSTICE FOR WORKERS, P.C.

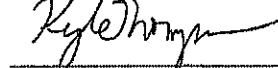


William C. Sung
Attorneys for Plaintiff

DEFENSE COUNSEL:

Dated: June 19, 2026

O'HAGAN MEYER LLP



William B. Richards, Jr.
Attorneys for Defendants

EXHIBIT 4

**COURT APPROVED NOTICE OF CLASS ACTION AND PAGA SETTLEMENT
AND HEARING DATE FOR FINAL COURT APPROVAL (the "Notice")**

Oxeni Juarez De La Cruz v. Laguna Cookie Company Inc., et al.
Superior Court of the State of California, County of Orange
Case No. 30-2024-01381818-CU-OE-CXC

The Superior Court for the State of California authorized this Notice. Read it carefully! It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from a class action lawsuit ("Action") against Laguna Cookie Company Inc. and D.F. Stauffer Biscuit Co., Inc. ("Defendants") for alleged wage and hour violations. The Action was filed by a former employee, Oxeni Juarez De La Cruz ("Plaintiff"), and seeks payment of (1) back wages and other relief for a class of individuals who were employed by Defendants as hourly, nonexempt direct-hire employees in California at any time during the Class Period (April 9, 2023 through September 20, 2025) ("Class Members"); and (2) penalties under the California Private Attorneys General Act ("PAGA") for all individuals who were employed by Defendants as hourly, nonexempt direct-hire employees in California at any time during the PAGA Period (April 9, 2023 through September 20, 2025) ("Aggrieved Employees"). Class Members and Aggrieved Employees expressly exclude any employees placed to work at Defendants' facility through a staffing agency, and who were not otherwise directly employed by Defendants at any time during the Class/PAGA Period.

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendants to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendants to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on Defendants' records, and the Parties' current assumptions, **your total Individual Class Payment is estimated to be \$ [REDACTED] (less withholding) and your total Individual PAGA Payment is estimated to be \$ [REDACTED]**. The actual amount you may receive likely will be different and will depend on a number of factors.

The above estimates are based on Defendants' records showing that **you worked [REDACTED] qualifying Workweeks** during the Class Period and **you worked [REDACTED] qualifying Pay Periods** during the PAGA Period. Workweeks and Pay Periods may be based on either: (1) weeks/pay periods during at least one day was worked; or (2) hire dates and, where applicable, last dates worked or separation dates, re-hire dates, dates of any periods of leave, and dates of any transition between nonexempt and exempt status.

The Court has preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class Members/Aggrieved Employees to give up their rights to assert certain claims against Defendants.

If you worked for Defendants as an hourly, nonexempt direct-hire employee in California during the Class/PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage and hour claims and PAGA Period penalty claims against Defendants.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting a signed written Request for Exclusion to the Administrator. If you opt-out of the Class portion of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage and hour claims against Defendants, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendants will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment. In exchange, you will give up your right to assert the wage and hour claims against Defendants that are covered by this Settlement.
You Can Opt-Out of the Class Settlement but not the PAGA Settlement	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.
Written Requests for Exclusion Must be Submitted [REDACTED]	You cannot opt-out of the PAGA portion of the proposed Settlement. Defendants must pay Individual PAGA Payments to all Aggrieved Employees, and the Aggrieved Employees must give up their rights to pursue Released PAGA Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Class Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to them reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
Written Objections Must be Submitted by [REDACTED]	
You Can Participate in the [REDACTED] Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [REDACTED] at [REDACTED]. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone, or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.

You Can Challenge the Calculation of Your Qualifying Workweeks/Pay Periods Written Challenges Must be Submitted by [REDACTED]	The amounts of your Individual Class Payment and Individual PAGA Payment depend on how many qualifying Workweeks you worked during the Class Period and how many qualifying Pay Periods you worked during the PAGA Period, respectively. The number of qualifying Class Period Workweeks and number of qualifying PAGA Period Pay Periods you worked according to Defendants' records is stated on the first page of this Notice. If you disagree with either of these numbers, you may challenge it. See Section 4 of this Notice.
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1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former hourly, nonexempt direct-hire employee. The Action accuses Defendants of violating California labor laws by allegedly failing to provide required meal periods and/or meal period premium wages; failing to provide required rest periods and/or rest period premium wages; failing to furnish complete, accurate, itemized wage statements; and failing to pay all final wages due upon separation of employment. Plaintiff has also asserted a claim for civil penalties under PAGA predicated on the same above claims, as well as the following additional allegations: failure to pay all paid sick leave wages; failure to pay all earned wages at least twice during each calendar month; and failure to maintain accurate records. Plaintiff is represented by attorneys in the Action: William C. Sung and Tiffany L. Luu of Justice for Workers, P.C. ("Class Counsel").

Defendants deny violating any laws or failing to pay any wages or compensations, and contend they complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendants or Plaintiff is correct on the merits. In the meantime, Plaintiff and Defendants hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendants have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel believe the Settlement is a good deal for you because they believe that: (1) Defendants have agreed to pay a fair, reasonable, and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendants Will Pay \$315,000.00 as the Gross Settlement Amount ("Gross Settlement"). Defendants have agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment,

Class Counsel's attorneys' fees and expenses, the Administrator's expenses, and PAGA penalties to be paid to the LWDA. Assuming the Court grants Final Approval, Defendants will fund the Gross Settlement not more than 30 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

2. Requested Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court:
 - A. Up to 30% of the Gross Settlement (currently estimated to be \$94,500.00) to Class Counsel for attorneys' fees and up to \$20,000.00 for their litigation expenses.
 - B. Up to \$2,500.00 for Plaintiff as a Class Representative Service Payment for filing the Action, working with Class Counsel, and representing the Class. A Class Representative Service Payment will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and Individual PAGA Payment.
 - C. Up to \$7,490.00 to the Administrator for services administering the Settlement.
 - D. \$20,000.00 for PAGA Penalties, allocated 75% (\$15,000.00) to the LWDA PAGA Payment and 25% (\$5,000.00) in Individual PAGA Payments to the Aggrieved Employees based on their qualifying PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Participating Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their qualifying Class Period Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiff and Defendants are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% to penalties and interest ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendants will separately pay employer payroll taxes owed on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Defendants have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, which is 180 days after date of issuance, your check

will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name.

If the monies represented by your check is sent to the Controller's Unclaimed Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing that you wish to opt-out by sending a signed Request for Exclusion by the Response Deadline. See Section 6 of this Notice. Excluded Class Members ("Non-Participating Class Members") will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendants.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendants based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendants have agreed that, in either case, the Settlement will be void; Defendants will not pay any money and Class Members will not release any claims against Defendants.
8. Administrator. The Court has appointed a neutral company, Apex Class Action LLC (the "Administrator"), to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over qualifying Workweeks/Pay Periods, mail and remail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. **The Administrator's contact information is contained in Section 9 of this Notice.**
9. Participating Class Members' Release. After the Judgment is final and Defendants have fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted-out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or the Released Parties (defined below) for wages or other relief based on the Class Period facts and PAGA penalties based on the PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The "Released Parties" means Defendants and each of their former, present, and future owners, parents, subsidiaries (including Meiji America Inc.), officers, directors, employees, shareholders, and Travelers.

The Participating Class Members will be bound by the following release ("Released Class Claims"):

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns,

release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, including, e.g., any and all claims involving: (1) any alleged failure to provide compliant meal periods and/or premium pay at the regular rate of compensation in lieu thereof; (2) any alleged failure to provide compliant rest periods and/or premium pay at the regular rate of compensation in lieu thereof; (3) any alleged failure to furnish complete and accurate itemized wage statements; (4) any alleged failure to timely pay final wages upon separation of employment; (5) any alleged failure to pay all paid sick leave wages; (6) any alleged failure to pay all earned wages at least twice during each calendar month; (7) any alleged failure to maintain accurate records; and (8) any alleged fraudulent, unlawful, and/or unfair business practices arising out of the Labor Code and Industrial Welfare Commission ("IWC") Wage Order violations referenced in the Operative Complaint. Except as set forth in Paragraph 5.3 of the Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Defendants have paid the Gross Settlement and separately paid the employer-side payroll taxes, all Aggrieved Employees will be barred from asserting any of the PAGA claims against Defendants, whether or not they exclude themselves from the Class Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendants or the Released Parties based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees will be bound by the following release ("Released PAGA Claims"):

All Aggrieved Employees, including Non-Participating Class Members, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, the Released Parties from all claims for PAGA penalties that were alleged based on the facts stated in the PAGA Notice, for the duration of the PAGA Period.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of qualifying Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of qualifying Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$5,000.00) by the total number of qualifying PAGA Pay Periods worked by all Aggrieved Employees, and (b) multiplying the result by the number of qualifying PAGA Period Pay Periods worked by each individual Aggrieved Employee.

3. Workweek/Pay Period Challenges. The number of qualifying Workweeks you worked during the Class Period and number of qualifying Pay Periods you worked during the PAGA Period, as recorded in Defendants' records, are stated in the first page of this Notice. If you wish to challenge the number of qualifying Workweeks and/or Pay Periods credited to you, complete, date, sign, and send to the Administrator (by fax, email, or mail) the accompanying Challenge to Workweeks and/or Pay Periods Form. Be sure to include your full name, address, telephone number and/or email address, approximate dates of employment for Defendants, and the last four digits of your social security number for verification purposes **To be valid, your signed Challenge to Workweeks and/or Pay Periods must be timely faxed, emailed, or postmarked no later than [REDACTED]**.

You need to support your Challenge by sending copies of pay stubs or other records. The Administrator will accept Defendants' calculation of qualifying Workweeks and/or Pay Periods based on Defendants' records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendants' Counsel.

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 will file with the Court copies of all challenges by Class Members, the evidence submitted, and the Administrator's resolution of the challenges.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts-out of the Class Settlement (i.e., every Non-Participating Class Member). Aggrieved Employees will be bound by the terms of the PAGA release even if they do not cash their checks.

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

To exclude yourself from (opt-out of) the class portion of the Settlement, complete, date, sign, and send to the Administrator (by fax, email, or mail) the accompanying Request for Exclusion Form. Be sure to include your full name, address, telephone number and/or email address, approximate dates of employment for Defendants, and the last four digits of your social security number for verification purposes. You must make the Request yourself. If someone else makes the Request for you, it will not be valid. **To be valid, your signed Request for Exclusion must be timely faxed, emailed, or postmarked no later than [REDACTED]**.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendants are asking the Court to approve. At least 16 court days before the [REDACTED] Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair and states (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Payment. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website ([REDACTED]).

A Participating Class Member who disagrees with any aspect of the Agreement or the Motion for Final Approval may wish to object. To object to the Settlement, complete, date, sign, and send to the Administrator (by fax, email, or mail) the accompanying Objection Form. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure to and include your full name, current address, telephone number and/or email address, approximate dates of employment for Defendants, and the last four digits of your social security number for verification purposes. **To be valid, your signed Objection must be timely faxed, emailed, or postmarked no later than [REDACTED].**

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [REDACTED] at [REDACTED] in Department CX105 of the Superior Court of California, County of Orange, located at 751 W. Santa Ana Blvd., Santa Ana, CA 92701. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually through the Court's civil remote appearances website. Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website [REDACTED] beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendants and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment, or any other Settlement documents is to go to Apex Class Action LLC's website at [REDACTED]. The Judgment will be posted for at least 180 days. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<https://www.occourts.org/online-services/case-access>) and entering the Case Number for the Action, Case No. 30-2024-01381818-CU-OE-CXC.

**DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION
ABOUT THE SETTLEMENT.**

Class Counsel:

Name of Firm: Justice for Workers, P.C
Name of Attorneys: William C. Sung; Tiffany L. Luu
Email Address: william@justiceforworkers.com; tluu@justiceforworkers.com
Mailing Address: 3600 Wilshire Blvd., Ste. 1815
Los Angeles, CA 90010
Telephone: (323) 922-2000

Settlement Administrator:

Name of Company: Apex Class Action LLC
Email Address: [REDACTED]
Mailing Address: [REDACTED]
Telephone: [REDACTED]
Fax Number: [REDACTED]

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

REQUEST FOR EXCLUSION FORM

Oxeni Juarez De La Cruz v. Laguna Cookie Company Inc., et al.
Orange County Superior Court, Case No.: 30-2024-01381818-CU-OE-CXC

If you do *not* want to be included in this class action settlement, and do *not* want to receive an individual class settlement payment, complete, date, and sign this form and send it back to the Settlement Administrator, which must be timely faxed, emailed, or postmarked no later than **[DATE]**. You can send this form to the Settlement Administrator at:

Apex Class Action LLC
Oxeni Juarez De La Cruz v. Laguna Cookie Company Inc., et al.

Address
City, State, Zip Code
Email
Telephone
Fax

If you submit this Request for Exclusion form, you will *not* receive an individual class settlement payment under the class action portion of the Settlement, and you will not be bound by the release set forth in the Settlement if the Court grants final approval of the Settlement. You will be excluded from the class action portion of the Settlement, and will not be a Participating Class Member.

If you are entitled to receive a share of the PAGA Payment, you will receive your individual PAGA settlement payment even if you elect to exclude yourself from the class action portion of the Settlement.

By completing, signing, and returning this form, you confirm your agreement with the following statement:

I have received notice of the proposed Settlement in this class action lawsuit, and I wish to be excluded from the class settlement. I understand by requesting exclusion from the class settlement, I will not receive any money from the class settlement, but I will retain whatever individual rights I may have, if any, to pursue a claim against the Defendants with respect to the class claims raised in the above-referenced lawsuit.

Your Name: _____
Street Address: _____
City, State, Zip Code: _____
Telephone Number, Including Area Code: _____
Email Address: _____
Last four digits of Social Security Number: XXX-XX-_____
Approximate Dates of Employment: _____
Date: _____
Signature: _____

OBJECTION FORM

Oxeni Juarez De La Cruz v. Laguna Cookie Company Inc., et al.
Orange County Superior Court, Case No.: 30-2024-01381818-CU-OE-CXC

If you want to object to the Settlement, complete, date, and sign this form and send it back to the Settlement Administrator, which must be timely faxed, emailed, or postmarked no later than **[DATE]**. You can send this form to the Settlement Administrator at:

Apex Class Action LLC
Oxeni Juarez De La Cruz v. Laguna Cookie Company Inc., et al.

Address
City, State, Zip Code
Email
Telephone
Fax

If you wish to object to the Settlement, you may complete this Objection form and state the basis for your objection, or you may write your objection in any other written format you choose. Alternatively, you may appear at the Final Approval Hearing and make your objection to the Court regardless of whether you submit a written objection.

Your Name: _____
Street Address: _____
City, State, Zip Code: _____
Telephone Number, Including Area Code: _____
Email Address: _____
Last four digits of Social Security number: XXX-XX-_____
Approximate Dates of Employment: _____
Date: _____
Signature: _____

Reasons Why You Object (you may attach additional pages if necessary): _____

CHALLENGE TO WORKWEEKS AND/OR PAY PERIODS FORM

Oxeni Juarez De La Cruz v. Laguna Cookie Company Inc., et al.
Orange County Superior Court, Case No.: 30-2024-01381818-CU-OE-CXC

If you want to challenge your calculated workweeks and/or pay periods, complete, date, and sign this form and send it back to the Settlement Administrator, which must be timely faxed, emailed, or postmarked no later than [DATE]. You can send this form to the Settlement Administrator at:

Apex Class Action LLC
Oxeni Juarez De La Cruz v. Laguna Cookie Company Inc., et al.

Address
City, State, Zip Code
Email
Telephone
Fax

Based on the records of Laguna Cookie Company Inc. and D.F. Stauffer Biscuit Co., Inc. ("Defendants"), the accompanying Settlement Notice includes: (1) the estimated number of Workweeks that you were employed by Defendants as an hourly, nonexempt direct-hire employee in California during the Class Period (April 9, 2023 through September 20, 2025); and (2) the estimated number of Pay Periods that you were employed by Defendants as an hourly, nonexempt direct-hire employee in California during the PAGA Period (April 9, 2023 through September 20, 2025).

If you believe that you worked more during the Class/PAGA Period, send the completed Challenge to Workweeks and/or Pay Periods form, along with any documents that support your challenge, if any, by sending it to the Settlement Administrator no later than [DATE]. You need to support your challenge by sending copies of pay stubs or other records. You should send copies rather than originals because the documents will not be returned to you.

Your Name: _____
Street Address: _____
City, State, Zip Code: _____
Telephone Number, Including Area Code: _____
Email Address: _____
Last four digits of Social Security number: XXX-XX-_____
Approximate Dates of Employment: _____
Date: _____
Signature: _____

Reasons Why You Believe You Worked More Workweeks and/or Pay Periods (you may attach additional pages if necessary): _____

AVISO APROBADO POR EL TRIBUNAL DE ACUERDO DE DEMANDA COLECTIVA Y DE PAGA Y FECHA DE AUDIENCIA PARA APROBACIÓN FINAL ("Aviso")

Oxeni Juarez De La Cruz v. Laguna Cookie Company Inc., et al.
Tribunal Superior del Estado de California, Condado de Orange
Caso No. 30-2024-01381818-CU-OE-CXC

El Tribunal Superior del Estado de California autorizó este Aviso. Léalo atentamente. No es correo basura, spam, publicidad o solicitud de un abogado. No le han demandado.

Usted puede ser elegible para recibir un pago de una demanda colectiva ("Demanda") contra Laguna Cookie Company Inc. y D.F. Stauffer Biscuit Co., Inc. ("Demandados") por supuestas violaciones de salarios y horas. La Demanda fue presentada por un ex empleado, Oxeni Juárez De La Cruz ("Demandante"), y busca el pago de (1) salarios atrasados y otras compensaciones para una clase de individuos que fueron empleados por los Demandados como empleados pagados por hora, no exentos de contratación directa en California en cualquier momento durante el Período de Clase (9 de abril de 2023 al 20 de septiembre de 2025) ("Miembros de Clase"); y (2) sanciones en virtud de la Ley de Fiscales Generales Privados de California ("PAGA") para todas las personas que fueron contratadas por los Demandados como empleados pagados por hora, no exentos, de contratación directa en California en cualquier momento durante el Período de PAGA (del 9 de abril de 2023 al 20 de septiembre de 2025) ("Empleados Agraviados"). Los Miembros de la Clase y los Empleados Agraviados excluyen expresamente a cualquier empleado colocado para trabajar en las instalaciones de los Demandados a través de una agencia de contratación de personal, y que de otra manera no fueron empleados directamente por los Demandados en cualquier momento durante el Período de Clase/ de PAGA.

El Acuerdo propuesto consta de dos partes principales: (1) un Acuerdo Colectivo que requiere que los Demandados financien los Pagos Individuales de Clase, y (2) un Acuerdo de PAGA que requiere que los Demandados financien los Pagos Individuales de PAGA y las sanciones a la Agencia de Trabajo y Desarrollo de la Fuerza Laboral de California ("LWDA").

Sobre la base de los registros de los Demandados y las suposiciones actuales de las Partes, **se estima que su Pago Individual de Clase es de \$ [REDACTED] (menos la retención) y que su Pago Individual de PAGA total es de \$ [REDACTED]**. El importe real que pueda recibir probablemente será diferente y dependerá de una serie de factores.

Las estimaciones anteriores se basan en los registros de los Demandados, que muestran que usted trabajó [REDACTED] **Semanas Laborales calificadas** durante el Período de Clase y [REDACTED] **Períodos de Pago** **calificados** durante el Período de PAGA. Las Semanas laborales y los Periodos de Pago pueden basarse en: (1) semanas/periodos de pago durante los cuales se haya trabajado al menos un día; o (2) fechas de contratación y, en su caso, últimas fechas trabajadas o fechas de separación, fechas de reincorporación, fechas de cualquier periodo de excedencia y fechas de cualquier transición entre el estatus de no exento y exento.

El Tribunal ha aprobado de forma preliminar el Acuerdo propuesto y este Aviso. El Tribunal aún no ha decidido si concede la aprobación definitiva. Sus derechos legales se ven afectados tanto si actúa como si no. Lea atentamente este Aviso. En la Audiencia de Aprobación Final, el Tribunal decidirá si aprueba definitivamente el Acuerdo y qué parte del Acuerdo se pagará al Demandante y a los abogados del Demandante ("Abogados de la Clase"). El Tribunal también decidirá si dictará una sentencia que obligue a los Demandados a efectuar pagos en virtud del Acuerdo y a los Miembros de Clase/Empleados Agraviados a renunciar a sus derechos para hacer valer determinadas reclamaciones contra los Demandados.

Si trabajó para los Demandados como empleado por hora, no exento y contratado directamente en California durante el Período de Clase/de PAGA, tiene dos opciones básicas en virtud del Acuerdo:

- (1) **No hacer nada.** No tiene que hacer nada para participar en el Acuerdo propuesto y poder optar a un Pago Individual de Clase y/o a un Pago Individual de PAGA. Sin embargo, como Miembro de Clase Participante, renunciará a su derecho a hacer valer las reclamaciones salariales y horarias del Periodo de Clase y las reclamaciones de sanción del Periodo de PAGA contra los Demandados.
- (2) **Exclusión del Acuerdo colectivo.** Puede excluirse del Acuerdo de Demanda Colectiva (retirarse) presentando una Solicitud de Exclusión por escrito y firmada al Administrador. Si opta por excluirse de la parte de la Demanda Colectiva del Acuerdo, no recibirá un Pago Individual de Clase. No obstante, conservará su derecho a presentar personalmente reclamaciones salariales y horarias del Periodo de Clase contra los Demandados y, si es un Empleado Agraviado, seguirá siendo elegible para un Pago Individual de PAGA. No puede optar por no participar en la parte de PAGA del Acuerdo propuesto.

Los Demandados no tomarán represalias contra usted por ninguna acción que tome con respecto al Acuerdo propuesto.

RESUMEN DE SUS DERECHOS Y OPCIONES LEGALES EN ESTE ACUERDO

No tiene que hacer nada para participar en el Acuerdo	Si no hace nada, será un Miembro de Clase Participante, con derecho a un Pago Individual de Clase y a un Pago Individual de PAGA. A cambio, renunciará a su derecho a hacer valer las reclamaciones salariales y de horas contra los Demandados cubiertas por este Acuerdo.
Puede optar por no participar en el Acuerdo Colectivo, pero no en el de PAGA Las Solicitudes de Exclusión por escrito deben presentarse [REDACTED]	Si no desea participar plenamente en el Acuerdo propuesto, puede optar por excluirse del Acuerdo Colectivo enviando al Administrador una Solicitud de Exclusión por escrito. Una vez excluido, será un Miembro de Clase No Participante y ya no podrá optar a un Pago Individual de Clase. Los Miembros de Clase No Participantes no pueden objetar ninguna parte del Acuerdo propuesto. Véase la sección 6 del presente Aviso. No puede optar por no participar en la parte de PAGA del Acuerdo propuesto. Los Demandados deben pagar Pagos Individuales de PAGA a todos los Empleados Agraviados, y estos deben renunciar a sus derechos a presentar Reclamaciones Liberadas de PAGA (definidas más adelante).

Los Miembros de Clase Participantes pueden objetar al Acuerdo Colectivo pero no al de PAGA Las objeciones por escrito deben enviarse a más tardar el	Todos los Miembros de la Clase que no opten por la exclusión ("Miembros de Clase Participantes") pueden oponerse a cualquier aspecto de la propuesta de Acuerdo Colectivo. La decisión del Tribunal sobre la aprobación definitiva del Acuerdo incluirá la determinación de la cantidad que se pagará a los Abogados de la Clase y al Demandante que ejerció la Demanda en nombre de la Clase. Usted no es personalmente responsable de ningún pago a los Abogados de la Clase o al Demandante, pero cada dólar pagado a ellos reduce la cantidad total pagada a los Miembros de Clase Participantes. Puede oponerse a las cantidades solicitadas si considera que no son razonables. Véase la sección 7 del presente Aviso.
Puede participar en la Audiencia de Aprobación Final	La Audiencia de Aprobación Final del Tribunal está prevista en [redacted] en [redacted]. No tiene que asistir, pero sí tiene derecho a comparecer (o a contratar a un abogado para que comparezca en su nombre, a su costa), en persona, por teléfono o mediante la plataforma de comparecencia virtual del Tribunal. Los Miembros de Clase Participantes pueden objetar verbalmente al Acuerdo en la Audiencia de Aprobación Final. Véase la sección 8 del presente Aviso.
Puede impugnar el cálculo de sus Semanas laborales/Periodos de Pago Calificables Las impugnaciones por escrito deben enviarse a más tardar el	Las cantidades de su Pago Individual de Clase y de su Pago Individual de PAGA dependen de cuántas Semanas laborales que cumplan los requisitos haya trabajado durante el Periodo de Clase y de cuántos Periodos de Pago que cumplan los requisitos haya trabajado durante el Periodo de PAGA, respectivamente. El número de Semanas Laborales del Periodo de Clase que reúnen los requisitos y el número de Periodos de Pago del Periodo de PAGA que reúnen los requisitos que usted trabajó según los registros de los Demandados se indican en la primera página de este Aviso. Si no está de acuerdo con alguna de estas cifras, puede impugnarla. Véase la sección 4 del presente Aviso.

1. ¿EN QUÉ CONSISTE LA DEMANDA?

El Demandante es un empleado por horas, no exento, contratado directamente. En la Demanda se acusa a los Demandados de infringir las leyes laborales de California al no proporcionar los periodos de comida y/o los salarios adicionales por los periodos de comida; no proporcionar los periodos de descanso y/o los salarios adicionales por los periodos de descanso; no proporcionar talones de pago completos, precisos y desglosados; y no pagar todos los salarios finales adeudados tras la separación del empleo. El Demandante también ha hecho valer una reclamación de sanciones civiles en virtud de PAGA basada en las mismas reclamaciones anteriores, así como en las siguientes alegaciones adicionales: no pagar todos los salarios de licencia por enfermedad; no pagar todos los salarios devengados al menos dos veces durante cada mes calendario; y no mantener registros precisos. El Demandante está representado en la Demanda por los abogados William C. Sung y Tiffany L. Luu de Justice for Workers, P.C. ("Abogados de Clase").

Los Demandados niegan haber infringido ninguna ley o no haber pagado ningún salario o indemnización, y afirman que cumplieron todas las leyes aplicables.

2. ¿QUÉ SIGNIFICA QUE LA DEMANDA SE HA CONCILIADO?

Hasta ahora, el Tribunal no ha determinado si los Demandados o el Demandante tienen razón en cuanto a los méritos. Mientras tanto, el Demandante y los Demandados contrataron a un mediador experimentado y neutral en un esfuerzo por resolver la Acción mediante la negociación de un acuerdo para poner fin al caso (resolver el caso) en lugar de continuar con el costoso y largo proceso de litigio. Las negociaciones tuvieron éxito. Mediante la firma de un acuerdo de transacción por escrito ("Acuerdo") y acordando solicitar conjuntamente al Tribunal que dicte una sentencia que ponga fin a la Acción y haga cumplir el Acuerdo, el Demandante y los Demandados han negociado una propuesta de Acuerdo que está sujeta a la Aprobación Final del Tribunal. Ambas partes están de acuerdo en que el Acuerdo propuesto es un compromiso de las reclamaciones en litigio. Al aceptar el acuerdo, los Demandados no admiten ninguna infracción ni reconocen el fundamento de ninguna reclamación.

El Demandante y los Abogados de Clase consideran que el Acuerdo es bueno para usted porque consideran que: (1) los Demandados han acordado pagar una cantidad justa, razonable y adecuada teniendo en cuenta la solidez de las reclamaciones y los riesgos e incertidumbres de un litigio continuado; y (2) El Acuerdo es lo mejor para los Miembros de Clase y los Empleados Agraviados.

3. ¿CUÁLES SON LOS TÉRMINOS IMPORTANTES DEL ACUERDO PROPUESTO?

1. Los Demandados Pagarán \$315,000.00 como Monto Bruto del Acuerdo ("Acuerdo Bruto"). Los Demandados han acordado depositar el Acuerdo Bruto en una cuenta controlada por el Administrador del Acuerdo. El Administrador utilizará el Acuerdo Total para pagar los Pagos Individuales de Clase, los Pagos Individuales de PAGA, el Pago por Servicios del Representante de Clase, los Honorarios y Gastos de los Abogados de Clase, los gastos del Administrador y las sanciones PAGA que se pagarán a la LWDA. Suponiendo que el Tribunal conceda la Aprobación Final, los Demandados financiarán el Acuerdo Total en un plazo no superior a 30 días desde que la Sentencia dictada por el Tribunal sea firme. La Sentencia será definitiva en la fecha en que el Tribunal dicte Sentencia, o en una fecha posterior si los Miembros de Clase Participante objetan al Acuerdo propuesto o si se apela la Sentencia.
2. Deducciones solicitadas del Acuerdo Total. En la Audiencia de Aprobación Final, el Demandante y/o los Abogados de la Clase solicitarán al Tribunal que apruebe las siguientes deducciones del Acuerdo Total, cuyos importes serán decididos por el Tribunal:
 - A. Hasta el 30% del Acuerdo Bruto (actualmente estimado en \$94,500.00) a los Abogados de Clase en concepto de honorarios y hasta \$20,000.00 para gastos de litigio.

- B. Hasta ~~\$2,500.00~~ para el Demandante como Pago por Servicios al Representante de la Clase por presentar la Demanda, trabajar con los Abogados de la Clase y representar a la Clase. Este pago será el único que recibirá el Demandante, aparte del Pago Individual de Clase y del PAGA del Demandante.
- C. Hasta \$7,490.00 al Administrador por servicios de administración del Acuerdo.
- D. \$20,000.00 por Sanciones de PAGA, asignados 75% (\$15,000.00) al Pago de PAGA de la LWDA y 25% (\$5,000.00) en Pagos Individuales de PAGA a los Empleados Agraviados en base a sus Periodos de Pago de PAGA que califiquen.

Los Miembros de Clase Participante tienen derecho a objetar cualquiera de estas deducciones. El Tribunal examinará todas las objeciones.

3. Acuerdo Neto distribuido a los Miembros de Clase Participante. Después de realizar las deducciones anteriores en las cantidades aprobadas por el Tribunal, el Administrador distribuirá el resto del Acuerdo Bruto ("Acuerdo Neto") realizando Pagos Individuales de Clase a los Miembros de Clase Participantes en función de sus Semanas Laborales del Periodo de Clase que cumplan los requisitos.
4. Impuestos adeudados por pagos a Miembros de la Clase. El Demandante y los Demandados solicitan al Tribunal que apruebe una asignación del 20% de cada Pago Individual de Clase a salarios impositivos ("Parte Salarial") y del 80% a sanciones e intereses ("Parte No Salarial"). La Parte Salarial está sujeta a retenciones y se reportará en los formularios W-2 del IRS. Los Demandados pagarán por separado los impuestos sobre nóminas adeudados por esta parte. Los Pagos Individuales de PAGA se contabilizan como sanciones y no como salarios a efectos fiscales. El Administrador declarará los Pagos Individuales de PAGA y las Partes No Salariales de los Pagos Individuales de Clase en los Formularios 1099 del IRS.

Aunque el Demandante y los Demandados han acordado estas asignaciones, ninguna de las partes le está dando ningún consejo sobre si sus pagos son impositivos o cuánto podría deber en impuestos. Es responsable de pagar todos los impuestos (incluidas las sanciones e intereses sobre impuestos atrasados) sobre cualquier pago recibido del acuerdo propuesto. Debe consultar a un asesor fiscal si tiene alguna duda sobre las consecuencias fiscales del Acuerdo propuesto.

5. Necesidad de cobrar con prontitud los cheques de pago. En el frente de cada cheque emitido para los Pagos Individuales de Clase y de PAGA figurará la fecha de caducidad del cheque. Si no lo cobra antes de la fecha de caducidad, que es 180 días después de la fecha de emisión, su cheque se cancelará automáticamente y el dinero se depositará en el Fondo de Propiedad No Reclamada del Controlador de California a su nombre.

Si el dinero que representa su cheque se envía al Fondo de Propiedad No Reclamada del Controlador, debe consultar las normas del Fondo para obtener instrucciones sobre cómo recuperarlo.

6. Solicitudes de Exclusión del Acuerdo Colectivo. Se le tratará como Miembro de Clase Participante, participando plenamente en el Acuerdo Colectivo, a menos que notifique por escrito al Administrador que desea excluirse enviando una Solicitud de Exclusión firmada antes de la Fecha Límite de Respuesta. Véase la sección 6 del presente Aviso. Los Miembros de Clase Excluidos ("Miembros de Clase No Participantes") no recibirán Pagos Individuales de Clase, pero conservarán sus derechos a presentar personalmente reclamaciones por salarios y horas contra los Demandados.

No puede optar por excluirse de la parte de PAGA del Acuerdo. Los Miembros de la Clase que se excluyan del Acuerdo Colectivo (Miembros de Clase No Participantes) siguen teniendo derecho a los Pagos Individuales de PAGA y deben renunciar a su derecho a presentar reclamaciones de PAGA contra los Demandados basadas en los hechos del Periodo de PAGA alegados en la Demanda.

7. El Acuerdo propuesto será nulo si el Tribunal deniega su aprobación definitiva. Es posible que el Tribunal se niegue a conceder la Aprobación Final del Acuerdo o a dictar una Sentencia. También es posible que el Tribunal dicte una Sentencia que sea revocada en apelación. El Demandante y los Demandados han acordado que, en cualquier caso, el Acuerdo será nulo: Los Demandados no pagarán ningún dinero y los Miembros de la Clase no liberarán ninguna reclamación contra los Demandados.
8. Administrador. El Tribunal ha designado a una empresa neutral, Apex Class Action LLC ("Administrador"), para que envíe este Aviso, calcule y efectúe los pagos y tramite las Solicitudes de Exclusión de los Miembros de la Clase. El Administrador también decidirá las Impugnaciones de los Miembros de Clase durante las Semanas Laborales/Periodos de Pago que cumplan los requisitos, enviará y reenviará los cheques del acuerdo y los formularios fiscales y realizará otras tareas necesarias para administrar el Acuerdo. **Los datos de contacto del Administrador figuran en la sección 9 del presente Aviso.**
9. Liberación de los Miembros de Clase Participantes. Una vez que la Sentencia sea definitiva y los Demandados hayan financiado en su totalidad el Acuerdo Bruto y pagado por separado todos los impuestos sobre la nómina del empleador, los Miembros de Clase Participantes estarán legalmente impedidos de hacer valer cualquiera de las reclamaciones liberadas en virtud del Acuerdo. Esto significa que, a menos que haya optado por excluirse de manera válida del Acuerdo colectivo, no puede demandar, continuar demandando ni ser parte de ninguna otra demanda contra los Demandados o las Partes Exoneradas (definidas a continuación) por salarios u otra reparación basada en los hechos del Periodo de Clase y las sanciones de PAGA basadas en los hechos del Periodo de PAGA, según se alega en la Demanda y se resuelve mediante este Acuerdo.

Las "Partes Exoneradas" significan los Demandados y cada uno de sus pasados, presentes y futuros propietarios, matrices, subsidiarias (incluyendo Meiji America Inc.), funcionarios, directores, empleados y accionistas (~~Travelers~~).

Los Miembros de Clase Participantes quedarán vinculados por la siguiente liberación ("Reclamaciones Liberadas de Clase"):

Todos los Miembros de Clase Participantes, en su propio nombre y en el de sus respectivos representantes, agentes, abogados, herederos, administradores, sucesores y cesionarios anteriores y actuales, liberan a las Partes Exoneradas de todas las reclamaciones que se alegaron, o que razonablemente podrían haberse alegado, basándose en los hechos expuestos en la Denuncia Operativa,

incluyendo, por ejemplo todas y cada una de las reclamaciones relativas a: (1) cualquier incumplimiento alegado de proporcionar periodos de comida conformes y/o pago de primas a la tasa regular de compensación en su lugar; (2) cualquier incumplimiento alegado de proporcionar periodos de descanso conformes y/o pago de primas a la tasa regular de compensación en su lugar; (3) cualquier incumplimiento alegado de proporcionar talones de pago detallados, completos y precisos; (4) cualquier incumplimiento alegado de pagar puntualmente los salarios finales tras la separación del empleo; (5) la supuesta falta de pago de todos los salarios por licencia por enfermedad; (6) la supuesta falta de pago de todos los salarios devengados al menos dos veces durante cada mes calendario; (7) la supuesta falta de mantenimiento de registros precisos; y (8) las supuestas prácticas comerciales fraudulentas, ilegales y/o desleales derivadas de las violaciones del Código Laboral y de la Orden de Salarios de la Comisión de Bienestar Industrial ("IWC") a las que se hace referencia en la Denuncia Operativa. A excepción de lo establecido en el Párrafo 5.3 del Acuerdo, los Miembros de Clase Participantes no liberan ninguna otra reclamación, incluidas las reclamaciones por prestaciones adquiridas, despido improcedente, infracción de la Ley de Empleo y Vivienda Justos, seguro de desempleo, incapacidad, seguridad social, indemnización de los trabajadores o reclamaciones basadas en hechos ocurridos fuera del Periodo de Clase.

10. Liberación de PAGA de los Empleados Agraviados. Después de que la sentencia del Tribunal sea definitiva y los Demandados hayan pagado el Acuerdo Bruto y pagado por separado los impuestos sobre la nómina del lado del empleador, todos los Empleados Agraviados no podrán hacer valer ninguna de las reclamaciones de PAGA contra los Demandados, independientemente de que se excluyan o no del Acuerdo Colectivo. Esto significa que todos los Empleados Agraviados, incluidos los que son Miembros de Clase Participantes y los que opten por excluirse del Acuerdo Colectivo, no pueden demandar, continuar demandando ni participar en ninguna otra reclamación de PAGA contra los Demandados o las Partes Exoneradas basada en los hechos del Periodo de PAGA alegados en la Demanda y conciliadas por este Acuerdo.

Los Empleados Agraviados quedarán vinculados por la siguiente liberación ("Reclamaciones Liberadas de PAGA"):

Se considera que todos los Empleados Agraviados, incluidos los Miembros de Clase No Participantes, liberan, en su nombre y en el de sus respectivos representantes pasados y presentes, agentes, abogados, herederos, administradores, sucesores y cesionarios, a las Partes Exoneradas de todas las reclamaciones de sanciones de PAGA que se hayan alegado con base en los hechos expuestos en el Aviso de PAGA, durante el Periodo de PAGA.

4. ¿CÓMO CALCULARÁ EL ADMINISTRADOR MI PAGO?

1. Pagos Individuales de Clase. El Administrador calculará los Pagos Individuales de Clase (a) dividiendo el Monto Neto del Acuerdo entre el número total de Semanas Laborales que cumplan los requisitos trabajados por todos los Miembros de Clase Participante, y (b) multiplicando el resultado por el número de Semanas Laborales que cumplan los requisitos trabajados por cada Miembro de Clase Participante.
2. Pagos Individuales de PAGA. El Administrador calculará los Pagos Individuales de PAGA (a) dividiendo el monto de la participación del 25% de los Empleados Agraviados en las Sanciones de PAGA (\$5,000.00) entre el número total de Periodos de Pago de PAGA calificados trabajados por todos los Empleados Agraviados, y (b) multiplicando el resultado por el número de Periodos de Pago de PAGA calificados trabajados por cada Empleado Agraviado.
3. Impugnaciones de Semana Laboral/Periodo de Pago. El número de Semanas Laborales calificadas que trabajó durante el Periodo de Clase y el número de Periodos de Pago calificados que trabajó durante el Periodo de PAGA, según consta en los registros de los Demandados, se indican en la primera página de este Aviso. Si desea impugnar el número de Semanas Laborales y/o Periodos de Pago que se le han acreditado, complete, feche, firme y envíe al Administrador (por fax, correo electrónico o correo postal) el Formulario de Impugnación de Semanas Laborales y/o Periodos de Pago adjunto. Asegúrese de incluir su nombre completo, dirección, número de teléfono y/o dirección de correo electrónico, fechas aproximadas de empleo de los Demandados y los últimos cuatro dígitos de su número de Seguro Social con fines de verificación. **Para que sea válido, su Impugnación a las Semanas Laborales y/o Periodos de Pago firmada debe enviarse por fax, correo electrónico o tener sello postal a más tardar el [REDACTED].**

Tiene que respaldar su impugnación adjuntando copias de los talones de pago u otros registros. El Administrador aceptará como exacto el cálculo de Semanas Laborales y/o Periodos de Pago calificados realizado por los Demandados en base a los registros de los Demandados, a menos que usted envíe copias de registros que contengan información contraria. Debe enviar copias en lugar de originales porque los documentos no le serán devueltos. El Administrador resolverá las impugnaciones de Semana Laboral y/o Periodo de Pago basándose en su presentación y en las aportaciones de los Abogados de Clase (que abogarán en nombre de los Miembros de Clase Participante) y de los Abogados de los Demandados.

Aunque el Administrador puede tomar la decisión inicial respecto a las impugnaciones de los cálculos de Semanas Laborales y/o Periodos de Pago, el Tribunal puede revisar cualquier decisión tomada por el Administrador. Las Partes presentarán ante el Tribunal copias de todas las impugnaciones presentadas por los Miembros de Clase, de la evidencia presentada y de la resolución de dichas impugnaciones por parte del Administrador.

5. ¿CÓMO RECIBIRÉ MI PAGO?

1. Miembros de Clase Participantes. El Administrador enviará, por correo postal, un solo cheque a cada Miembro de Clase Participante (es decir, cada Miembro de la Clase que no opte por no participar), incluidos aquellos que también califiquen como Empleados Agraviados. El cheque único combinará el Pago Individual de Clase con el de PAGA.
2. Miembros de Clase No Participantes. El Administrador enviará, por correo postal de EE. UU., un único cheque de Pago Individual de PAGA a cada Empleado Agraviado que opte por no participar del Acuerdo Colectivo (es decir, cada Miembro de Clase No Participante). Los Empleados Agraviados estarán sujetos a los términos de la liberación de PAGA incluso si no cobran sus cheques.

Su cheque será enviado a la misma dirección que este Aviso. Si cambia de dirección, asegúrese de notificar al Administrador lo antes posible.

6. ¿CÓMO EXCLUIRSE DEL ACUERDO COLECTIVO?

Para excluirse (optar por no participar) de la parte colectiva del Acuerdo, complete, feche, firme y envíe al Administrador (por fax, correo electrónico o correo postal) el Formulario de Solicitud de Exclusión adjunto. Asegúrese de incluir su nombre completo, dirección, número de teléfono y/o dirección de correo electrónico, fechas aproximadas de empleo de los Demandados y los últimos cuatro dígitos de su número de Seguro Social para fines de verificación. Deberá realizar la solicitud usted mismo. Si otra persona hace la solicitud por usted, ésta no será válida. Para que sea válida, su Solicitud de Exclusión firmada debe enviarse oportunamente por fax, por correo electrónico o con sello postal a más tardar [REDACTED].

7. ¿CÓMO OBJETAR AL ACUERDO?

Sólo los Miembros de Clase Participantes tienen derecho a oponerse al Acuerdo. Antes de decidir si presentar o no objeciones, es posible que desee ver lo que el Demandante y los Demandados le solicitan al Tribunal que apruebe. Al menos 16 días judiciales antes de la Audiencia de Aprobación Final, los Abogados de la Clase y/o el Demandante presentarán ante el Tribunal una Moción de Aprobación Final que incluya, entre otras cosas, las razones por las cuales el Acuerdo propuesto es justo y establezca (i) el monto que los Abogados de la Clase solicitan por honorarios y gastos de litigio; y (ii) el monto que el Demandante solicita como Pago por Servicios del Representante de la Clase. Si lo solicita razonablemente, los Abogados de la Clase (cuya información de contacto se encuentra en la Sección 9 de este Aviso) le enviarán copias de estos documentos sin costo alguno. También puede verlos en el sitio web del Administrador ([REDACTED]).

Cualquier Miembro de Clase Participante que no esté de acuerdo con cualquier aspecto del Acuerdo o de la Moción de Aprobación Final puede presentar una objeción. Para objetar al Acuerdo, complete, feche, firme y envíe al Administrador (por fax, correo electrónico o correo postal) el Formulario de Objeción adjunto. Asegúrese de decirle al Administrador a qué se opone, por qué se opone y cualquier hecho que respalde su objeción. Asegúrese de incluir su nombre completo, dirección actual, número de teléfono y/o dirección de correo electrónico, fechas aproximadas de empleo de los Demandados y los últimos cuatro dígitos de su número de Seguro Social para fines de verificación. Para que sea válida, su objeción firmada debe enviarse por fax, por correo electrónico o con sello postal a más tardar el [REDACTED].

Alternativamente, un Miembro de Clase Participante puede objetar (o contratar personalmente a un abogado para que objete a su propio costo) asistiendo a la Audiencia de Aprobación Final. Usted (o su abogado) debe estar preparado para decirle al Tribunal a qué se opone, por qué se opone y cualesquiera hechos que respalden su objeción. Consulte la Sección 8 de este Aviso para obtener detalles sobre la Audiencia de Aprobación Final.

8. ¿PUEDO ASISTIR A LA AUDIENCIA DE APROBACIÓN FINAL?

Puede, pero no tiene que hacerlo asistir a la Audiencia de Aprobación Final el [REDACTED] a las [REDACTED] en el Departamento CX105 del Tribunal Superior de California, Condado de Orange, ubicado en 751 W. Santa Ana Blvd., Santa Ana, CA 92701. En la Audiencia, el juez decidirá si concede la Aprobación Final del Acuerdo y qué porcentaje del Acuerdo Total se pagará a los Abogados de Clase, al Demandante y al Administrador. El Tribunal invitará a los objetores, a los Abogados de la Clase y a los abogados Defensores a presentar comentarios antes de tomar una decisión. Puede asistir (o contratar a un abogado para que asista) ya sea personal o virtualmente a través del sitio web de comparecencias remotas civiles del Tribunal. Consulte el sitio web del Tribunal para obtener la información más actualizada.

Es posible que el Tribunal reprogramme la Audiencia de Aprobación Final. Debe consultar el sitio web del Administrador [REDACTED] de antemano o comunicarse con los Abogados de la Clase para verificar la fecha y la hora de esta audiencia.

9. ¿CÓMO OBTENER MÁS INFORMACIÓN?

El Acuerdo establece todo lo que los Demandados y el Demandante han prometido hacer bajo el Acuerdo propuesto. La forma más fácil de leer el Acuerdo, la Sentencia o cualquier otro documento del Acuerdo es visitar el sitio web de Apex Class Action LLC en [REDACTED]. La Sentencia se mantendrá firme al menos durante 180 días. También puede llamar o enviar un correo electrónico a los Abogados de la Clase o al Administrador utilizando la información de contacto que aparece a continuación, o consultar el sitio web del Tribunal Superior en <https://www.occourts.org/online-services/case-access> e ingresar el Número de Caso de la Demanda: 30-2024-01381818-CU-OE-CXC.

NO LLAME AL TRIBUNAL SUPERIOR PARA OBTENER INFORMACIÓN SOBRE EL ACUERDO.

Abogados de la Clase:	Administrador del Acuerdo:
Nombre de la Firma: Justice for Workers, P.C Nombre de los abogados: William C. Sung; Tiffany L. Luu Correo electrónico: william@justiceforworkers.com; tluu@justiceforworkers.com Dirección: 3600 Wilshire Blvd., Suite 1815 Los Ángeles, CA 90010 Teléfono: (323) 922-2000	Nombre de la empresa: Apex Class Action LLC Correo electrónico: support@apexclassaction.com Dirección Postal: PO Box 54668, Irvine, CA 92619 Teléfono: 1-800-355-0700 Fax: (949) 989-4428

10. ¿SI PIERDO MI CHEQUE DEL ACUERDO?

Si pierde o extravía su cheque del acuerdo antes de cobrarlo, el Administrador lo reemplazará siempre que así lo solicite antes de la fecha de anulación que figura en el frente del cheque original.

Si su cheque ya está anulado, debe consultar al Fondo de Propiedad No Reclamada para obtener instrucciones sobre cómo recuperarlo.

11. ¿Y SI CAMBIO MI DIRECCIÓN?

Para recibir su cheque, debe notificar de inmediato al Administrador si cambia su dirección.

FORMULARIO DE SOLICITUD DE EXCLUSIÓN

Oxeni Juarez De La Cruz v. Laguna Cookie Company Inc., et al.

Tribunal Superior del Condado de Orange, Caso No.: 30-2024-01381818-CU-OE-CXC

Si *no* desea ser incluido en este acuerdo de demanda colectiva *ni* recibir un pago individual del acuerdo, complete, feche y firme este formulario y envíelo de vuelta al Administrador del acuerdo, que debe enviarse por fax, correo electrónico o por correo certificado a más tardar el [FECHA]. Puede enviar este formulario al Administrador del Acuerdo a:

Apex Class Action LLC

Oxeni Juarez De La Cruz v. Laguna Cookie Company Inc., et al.

support@apexclassaction.com
PO Box 54668 Irvine, CA 92619
Teléfono: 1-800-355-0700
Fax: (949) 989-4428

Si presenta este formulario de Solicitud de Exclusión, *no* recibirá un pago individual de acuerdo conforme a la parte de demanda colectiva del Acuerdo, y no estará obligado por la liberación establecida en el Acuerdo si el Tribunal otorga la aprobación final del Acuerdo. Será excluido de la parte de demanda colectiva del Acuerdo y no será un Miembro de Clase Participante.

Si tiene derecho a recibir una parte del Pago de PAGA, recibirá su pago individual de PAGA, incluso, si elige excluirse de la parte de demanda colectiva del Acuerdo.

Al completar, firmar y devolver este formulario, usted confirma su acuerdo con la siguiente declaración:

He recibido el aviso del acuerdo propuesto en esta demanda colectiva y deseo ser excluido del acuerdo colectivo. Entiendo que, al solicitar la exclusión del acuerdo colectivo, no recibiré ningún pago de este, pero conservaré cualquier derecho individual que pueda tener, si hubiera alguno, para presentar un reclamo contra los Demandados con respecto a los reclamos colectivos planteados en la demanda mencionada anteriormente.

Su nombre: _____

Dirección: _____

Ciudad, Estado, Código Postal: _____

Número de teléfono, incluido el código de área: _____

Correo electrónico: _____

Últimos cuatro dígitos del Número de Seguro Social: XXX-XX-_____

Fechas aproximadas de empleo: _____

Fecha: _____

Firma: _____

FORMULARIO DE OBJECCIÓN

Oxeni Juarez De La Cruz v. Laguna Cookie Company Inc., et al.
Tribunal Superior del Condado de Orange, Caso No.: 30-2024-01381818-CU-OE-CXC

Si desea presentar una objeción al Acuerdo, complete, feche y firme este formulario y envíelo de vuelta al Administrador del Acuerdo, que debe enviarse oportunamente por fax, correo electrónico o matasellos con fecha no posterior al [FECHA]. Puede enviar este formulario al Administrador del Acuerdo a:

Apex Class Action LLC
Oxeni Juarez De La Cruz v. Laguna Cookie Company Inc., et al.
soporte@apexclassaction.com
PO Box 54668 Irvine, CA 92619
teléfono: 1-800-355-0700

Si desea objetar al Acuerdo, puede completar este formulario y establecer la base de su objeción, o puede escribir su objeción en cualquier otro formato escrito que elija. Alternativamente, puede comparecer ante la Audiencia de Aprobación Final y presentar su objeción ante el Tribunal, independientemente de si la presenta por escrito.

Su nombre: _____

Dirección: _____

Ciudad, Estado, Código Postal: _____

Número de teléfono, incluido el código de área: _____

Correo electrónico: _____

Últimos cuatro dígitos del número de Seguro Social: XXX-XX-_____

Fechas aproximadas de empleo: _____

Fecha: _____

Firma: _____

Razones por las que se opone (puede adjuntar páginas adicionales si es necesario): _____

FORMULARIO DE IMPUGNACIÓN DE SEMANAS LABORALES Y/O PERIODOS DE PAGO

Oxeni Juarez De La Cruz v. Laguna Cookie Company Inc., et al.

Tribunal Superior del Condado de Orange, Caso No.: 30-2024-01381818-CU-OE-CXC

Si desea impugnar sus semanas laborales y/o periodos de pago calculados. Complete, feche y firme este formulario y envíelo de vuelta al Administrador del Acuerdo, que debe enviarse por fax, correo electrónico o sello postal a más tardar el [FECHA]. Puede enviar este formulario al Administrador del Acuerdo a:

Apex Class Action LLC

Oxeni Juarez De La Cruz v. Laguna Cookie Company Inc., et al.

soporte@apexclassaction.com
P.O. Box 54668, Irvine, CA 92619
teléfono: 1-800-355-0700
Fax: (949) 989-4428

Con base en los registros de Laguna Cookie Company Inc. y DF Stauffer Biscuit Co., Inc. ("Demandados"), el Aviso de Acuerdo adjunto incluye: (1) el número estimado de semanas laborales que usted fue empleado por los Demandados como empleado por hora, no exento, de contratación directa en California durante el Período de Clase (del 9 de abril de 2023 al 20 de septiembre de 2025); y (2) el número estimado de Períodos de Pago que usted fue empleado por los Demandados como empleado por hora, no exento, de contratación directa en California durante el Período de PAGA (del 9 de abril de 2023 al 20 de septiembre de 2025).

Si cree que trabajó más durante el Período de Clase/de PAGA, envíe el formulario de Impugnación a las Semanas Laborales y/o Períodos de Pago completos, junto con cualquier documento que respalde su impugnación, si corresponde, al Administrador del Acuerdo a más tardar el [FECHA]. Tiene que respaldar su impugnación adjuntando copias de los talones de pago u otros registros.

Debe enviar copias en lugar de los originales, ya que los documentos no le serán devueltos.

Su nombre: _____

Dirección: _____

Ciudad, Estado, Código Postal: _____

Número de teléfono, incluido el código de área: _____

Correo electrónico: _____

Últimos cuatro dígitos del número de Seguro Social: XXX-XX-_____

Fechas aproximadas de empleo: _____

Fecha: _____

Firma: _____

Razones por las que cree que trabajó más semanas laborales y/o periodos de pago (puede adjuntar páginas adicionales si es necesario):

CERTIFICATION OF TRANSLATION ACCURACY

THE UNDERSIGNED *LESLIE ESCAMILLA* HEREBY CERTIFIES THAT THE BELOW-MENTIONED DOCUMENT(S) HAVE BEEN TRANSLATED BY AN EXPERIENCED AND QUALIFIED TRANSLATOR AND THAT, IN OUR BEST JUDGMENT, THE TRANSLATED TEXT TRULY REFLECTS THE CONTENT, MEANING, AND STYLE OF THE ORIGINAL TEXT AND, IN EVERY RESPECT, CONTRIBUTES TO A CORRECT AND TRUE TRANSLATION OF THE ORIGINAL DOCUMENT.

THIS IS TO CERTIFY THE CORRECTNESS OF THE TRANSLATION ONLY. WE DO NOT GUARANTEE THAT THE ORIGINAL IS A GENUINE DOCUMENT OR THAT THE STATEMENTS CONTAINED IN THE ORIGINAL DOCUMENT ARE TRUE.

A COPY OF THE TRANSLATION IS ATTACHED TO THIS CERTIFICATION.

LAGUNA COOKIE COMPANY, ET AL. - 2ND AMENDED CLASS NOTICE
LAGUNA COOKIE COMPANY, ET AL. - 2ND AMENDED CLASS NOTICE - SP
LAGUNA COOKIE COMPANY, ET AL. - 2ND AMENDED CLASS NOTICE – NOTICE
PACKET

DATE: JUNE 29, 2026

Leslie Escamilla

Leslie Escamilla, Translator