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8
9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **FOR THE COUNTY OF ORANGE**

11
12 OXENI JUAREZ DE LA CRUZ, an individual
and on behalf of all others similarly situated;

13
14 Plaintiff,

15 vs.

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

18
19 Defendants.

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

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

**DECLARATION OF WILLIAM C. SUNG
IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

(Filed concurrently with Motion for
Preliminary Approval; Supporting
Declarations; and [Proposed] Order)

DATE: January 8, 2026

TIME: 2:00 p.m.

DEPT: CX105

Reservation ID: 74721525

Action Filed: February 26, 2024

FAC Filed: April 29, 2024

Trial Date: Not Set

1 I, William C. Sung, hereby declare as follows:

2 1. I am an attorney licensed to practice law in the state of California and have been
3 admitted to practice before this Court. I am an attorney with the law firm of Justice for Workers,
4 P.C., counsel of record for Plaintiff Oxeni Juarez De La Cruz ("Plaintiff") in this action. I am lead
5 counsel for Plaintiff in this case and I have personal knowledge of the matters stated herein and if
6 called and sworn as a witness, I would and could competently testify under oath thereto.

7 **ATTORNEY QUALIFICATIONS**

8 2. My qualifications are as follow: I received my J.D. from the University of Southern
9 California Gould School of Law in 2011. During law school, I served as the Senior Content Editor
10 on the Southern California Law Review where I published the article: *Taking the Fight Back to Title*
11 *VII: A Case for Redefining "Because of Sex" to Include Gender Stereotypes, Sexual Orientation,*
12 *and Gender Identity*, Southern California Law Review, Volume 84:2 (Jan. 2011). During law
13 school, I also served as a judicial extern to U.S. Ninth Circuit Judge, Hon. Kim M. Wardlaw, and
14 U.S. Bankruptcy Court Judge, Hon. Ernest M. Robles; served as a law clerk to the General Counsel
15 of JM Eagle; and participated in the law school's Employer Legal Advice Clinic.

16 3. After passing the California Bar in December 2011, I began practicing management-
17 side employment law at the Los Angeles office of Lewis Brisbois Bisgaard & Smith LLP. In 2013, I
18 began focusing my practice at Lewis Brisbois on representing employers in wage and hour class and
19 PAGA action lawsuits. In January 2017, I was elevated to the position of Partner and Vice Chair of
20 Lewis Brisbois' Wage & Hour Class Action Practice Group. In November 2020, I was elevated as
21 the Co-Chair of Lewis Brisbois Wage & Hour Class Action Practice Group, becoming one of the
22 youngest attorneys to chair a practice group at the firm. In January 2022, I was voted in as an equity
23 partner, becoming one of the youngest equity partners and the third Asian-American equity partner
24 in the history of this 1,500-attorney firm.

25 4. In May 2023, I left Lewis Brisbois and co-founded Barber Ranen LLP.

26 5. In July 2023, I joined Justice for Workers, P.C. ("JFW") and began heading its
27 Complex Litigation Practice Group where I focus my practice on representing employees in wage
28 and hour class and PAGA action lawsuits.

6. In my current practice at JFW, I serve as the lead plaintiff's counsel on over 100 pending class and/or PAGA actions. In addition to this matter, I have resolved over 50 other class and/or PAGA actions at mediation. The following are cases in which I have received final approval of class action and/or PAGA settlement and I was appointed as class and/or PAGA counsel: *Hai Luu v. Cambro Manufacturing Co.*, Orange County Superior Court, Case No. 30-2024-01389852-CU-OE-CXC, approval of PAGA settlement granted on November 7, 2025; *Justin Le, et al. v. Dragonfly Tea Bar LLC, et al.*, Los Angeles Superior Court Case No. 23STCV26247, final approval of class/PAGA settlement granted on October 29 2025; *Ryan Lukman v. Safe Haven Security Services, LLC*, Riverside County Superior Court, Case No. CVRI2400777, final approval of class/PAGA settlement granted on October 1, 2025; *Amaya Nelson v. Clair Global Corp.*, Los Angeles Superior Court, Case No. 24STCV14597, final approval of class/PAGA settlement granted on May 22, 2025; *Jose Regalado v. United Markets*, Marin County Superior Court Case No. CV0001169, final approval of class/PAGA settlement granted on August 29, 2025; *Mushfiqur Chowdhury v. CWT US, LLC*, Los Angeles Superior Court Case No. 23STCV25373, final approval of class/PAGA settlement granted on August 22, 2025; *Pedro Hernandez v. Edmund A. Gray Co.*, Los Angeles Superior Court Case No. 24STCV04118, final approval of class/PAGA settlement granted on August 19, 2025; *Pedro Hernandez v. Steps Apparel Group, Inc., et al.*, Los Angeles Superior Court Case No. 23STCV27883, approval of PAGA settlement granted on August 13, 2025; *Doelisha Kelly v. Pan American Properties, Inc.*, Orange County Superior Court Case No. 30-2023-01362739-CU-OE-CXC, approval of PAGA settlement granted on July 11, 2025; *Alexis Bartram v. Lakeshore Learning Materials, LLC*, Los Angeles Superior Court Case No. 23STCV21174, final approval of class/PAGA settlement granted on July 3, 2025; *Randall Bachman v. Geodis Logistics LLC*, Riverside Superior Court, Case No. CVRI2400956, final approval of class/PAGA settlement granted on June 25, 2025; *Chinyere Ezekwesili v. Vermont HealthCare Center LLC*, Los Angeles Superior Court Case No. 24STCV17871, approval of PAGA settlement granted on June 11, 2025; *Jorge Nieto v. Pick-Your-Part Auto Wrecking*, Riverside Superior Court Case No. CVRI2402255, approval of PAGA settlement granted on May 29, 2025; *Ted Kim v. Hyundai America Technical Center, Inc.*, San Bernardino Superior Court Case No. CIVSB2326861,

1 approval of PAGA settlement granted on May 21, 2025; *Eric Echeverria v. Fireclay Tile Inc.*, San
2 Benito Superior Court Case No. CU-23-00249, final approval of class/PAGA settlement granted on
3 May 7, 2025; *Isaias Velasco v. Nature's Produce*, Los Angeles County Superior Court Case No.
4 23STCV23811, approval of PAGA settlement granted on April 29, 2025; *Norma Borquez v. Smart*
5 *Metals Recycling LLC*, Yolo Superior Court Case No. CV2024-0050, final approval of class/PAGA
6 settlement granted on April 4, 2025; *Juan Hinojos Campos v. Applied Technology Group, Inc.*,
7 Kern Superior Court Case No. BCV-23-103067, final approval of class/PAGA settlement granted
8 on March 11, 2025; *Dennisha Lampkin v. Sunstates Security, Inc.*, Riverside Superior Court Case
9 No. CVRI2305600, final approval of class/PAGA settlement granted on December 18, 2024.

10 7. During my tenure as a wage and hour class action defense attorney, I have
11 represented employers in over 80 wage and hour class and/or PAGA action lawsuits. The following
12 is a list of wage and hour class and/or PAGA actions where I served as lead defense counsel or
13 primary handling attorney and in which final settlement approval was granted, I tried the case to
14 verdict, or I obtained a denial of motion for class certification: *Sylvia Martinez v. CCS Engineering*
15 *Fresno, Inc., et al.*, Los Angeles Superior Court, No. 22STCV14985, filed May 4, 2022 (PAGA
16 settlement approved on May 13, 2023); *Fidel Cruz v. Crescent Hotels & Resorts, LLC*, Sacramento
17 Superior Court, No. 34-2021-00299126, filed April 20, 2021 (PAGA settlement approved on
18 January 14, 2022); *Sidney Judge v. Aliso Viejo Brewing Company*, Orange County Superior Court,
19 No. 30-2021-01178139-CU-OE-CXC, filed January 8, 2021 (Class/PAGA settlement approved on
20 January 18, 2023); *Joseph Montgomery v. Copart, Inc.*, Sacramento Superior Court, No. 34-2020-
21 00280733, filed June 15, 2020 (Class/PAGA settlement approved on February 14, 2023); *Khawla*
22 *Majdoub v. Argent Hotel Management, LLC, et al.*, San Francisco Superior Court, No.
23 CGC20582921, filed February 13, 2020 (Class/PAGA settlement approved on September 9, 2022);
24 *Irene Quesada v. California Commerce Club, Inc.*, Los Angeles Superior Court, No.
25 19STCV41482, filed November 18, 2019 (PAGA settlement approved on November 17, 2021); *FPI*
26 *Management Wage and Hour Cases*, Los Angeles Superior Court, No. JCCP5050, filed August 19,
27 2019 (Class/PAGA settlement of two included cases approved on September 9, 2022); *Stephanie*
28 *Ouellette v. MKTG, Inc, et al.*, Los Angeles Superior Court, No. 19STCV27487, filed August 2,

1 2019 (Class/PAGA settlement approved on March 21, 2023); *Naomi Guynn-Neupane v. Magna*
2 *Legal Services, LLC, et al.*, U.S. District Court, Northern District of California, No. 5:19-CV-
3 02652, filed May 15, 2019 (Plaintiff's motion for class certification denied and defendant's motion
4 for summary judgment granted on October 6, 2021); *Janelle Murphy v. BBVA Compass*,
5 Sacramento Superior Court, No. 34-2018-00241658, filed September 28, 2018 (Class/PAGA
6 settlement approved on November 20, 2020); *George Gunn v. Shimadzu Precision Instruments,*
7 *Inc.*, Los Angeles Superior Court, No. BC719424, filed August 31, 2018 (Class/PAGA settlement
8 approved on June 22, 2020); *Lizbeth Garcia v. The Bay Clubs Company LLC*, San Diego Superior
9 Court, No. 37-2018-00029247-CU-OE-CTL, filed June 13, 2018 (PAGA settlement approved on
10 March 14, 2022); *Miguel Casillas v. FPI Management, Inc.*, Sacramento Superior Court, No. 34-
11 2018-00227643, filed February 22, 2018 (PAGA settlement approved on October 10, 2018); *Jesus*
12 *A. Hernandez v. J.V.C. Trucklines, Inc.*, San Bernardino Superior Court, No. CIVDS1714857, filed
13 August 3, 2017 (Class/PAGA settlement approved on May 22, 2018); *Mireya Castrejon v. CCS*
14 *Orange County Janitorial, Inc.*, Orange County Superior Court, No. 30-2017-00920076-CU-OE-
15 CXC, filed May 12, 2017 (Class/PAGA settlement approved on November 17, 2021); *Alfonso*
16 *Valadez v. California Commerce Club, Inc.*, Los Angeles Superior Court, No. BC644587, filed
17 December 20, 2016 (PAGA settlement approved on December 17, 2021); *Loreta B. Gharghani v.*
18 *Gefer Farms, Inc., et al.*, Los Angeles Superior Court, No. BC624938, filed June 23, 2016 (PAGA
19 settlement approved on January 14, 2021); *Salvador Magana v. Normandie Club Incorporated*, Los
20 Angeles Superior Court, No. BC621737, filed May 25, 2016 (Class/PAGA settlement approved on
21 October 26, 2018); *Kejuan Moore v. Farwest Insulation Contracting*, Los Angeles Superior Court,
22 No. BC588118, filed July 15, 2015 (PAGA settlement approved on August 26, 2016); *Maria*
23 *Dominguez v. Viva Bargain Center, Inc., et al.*, Los Angeles Superior Court, No. BC588049, filed
24 July 14, 2015 (Class/PAGA settlement approved on June 13, 2017); *Valentin Maracine v. Mesa*
25 *Verde Convalescent Hospital, Inc.*, Orange County Superior Court, No. 30-2015-00780115-CU-
26 OE-CXC, filed April 1, 2015 (Class/PAGA settlement approved on July 7, 2017); *Judy Pittacora, et*
27 *al. v. Aurora Vista Del Mar, LLC*, Ventura County Superior Court, No. 56-2014-00454445-CU-OE-
28 VTA, filed June 20, 2014 (Class/PAGA settlement approved on October 20, 2016); *Iffat "Iffy" Khan*

1 *v. FPI Management, Inc.*, Los Angeles Superior Court, No. BC541747, filed April 4, 2014
2 (Class/PAGA settlement approved on January 4, 2018); *Michael Luparello v. VIP Tours of*
3 *California, Inc., et al.*, Los Angeles Superior Court, No. BC538570, filed March 6, 2014 (First-
4 chaired certified class action trial through judgment on behalf of one of the defendants on August
5 16, 2019); *Bertram Riddick v. WDI International, Inc.*, Los Angeles Superior Court, No. BC507786,
6 filed May 2, 2013 (Class settlement approved on February 21, 2017); *Pedro Aviles v. Super A*
7 *Foods, Inc.*, Los Angeles Superior Court, No. BC504376, filed March 29, 2013 (Class/PAGA
8 settlement approved on March 9, 2016); *Jose Chavez v. Vallarta Food Enterprises, Inc., et al.*, Los
9 Angeles Superior Court, No. BC490630, filed August 21, 2012 (Class/PAGA settlement approved
10 on November 10, 2014); and *Melinda Gonzalez v. Workforce Outsourcing, Inc., et al.*, Los Angeles
11 Superior Court, No. BC489320, filed July 31, 2012 (Class/PAGA settlement approved on February
12 5, 2016).

13 8. As counsel for Plaintiff and the proposed Class, I have been intimately
14 involved in this case since its inception and I believe that the proposed class settlement is an
15 excellent result for the Class. Enclosed as **Exhibit 1** is a true and correct copy of the Parties' fully
16 executed Class Action and PAGA Settlement Agreement and Class Notice (the "Settlement" or
17 "Agreement"). The proposed Class Notice is attached to the Agreement as **Exhibit A**.

18 **THE PARTIES AND BRIEF PROCEDURAL HISTORY**

19 9. Defendants own and operate a commercial bakery located in Santa Ana, California.

20 10. On February 23, 2024, Plaintiff sent a notice letter under PAGA to the Labor and
21 Workforce Development Agency ("LWDA") and gave notice to Defendants. Enclosed as **Exhibit 2**
22 is a true and correct copy of the February 23, 2024 PAGA Notice.

23 11. On February 26, 2024, Plaintiff filed a Class Action Complaint against Defendants
24 for (1) Meal Period Violations; (2) Rest Period Violations; (3) Wage Statement Penalties; and (4)
25 Waiting Time Penalties. On April 29, 2024, Plaintiff filed the operative First Amended Complaint
26 ("FAC") adding a cause of action for Civil Penalties Under PAGA against Defendants. Enclosed as
27 **Exhibit 3** is a true and correct copy of the operative FAC, which has been uploaded to the LWDA's
28 website.

1 **PLAINTIFF’S CLAIMS AND DEFENDANTS’ DEFENSES**

2 12. Plaintiff contends that Defendants failed to factor in non-discretionary incentive
3 compensation—specifically, shift differentials—into the regular rate of pay for meal period
4 premium, rest period premiums, and paid sick leave.

5 13. In response, Defendants vigorously deny any regular rate violations. As to meal and
6 rest period premiums, Defendants argue that they overpaid shift differentials to Class Members in
7 instances when they were not entitled to be paid shift differentials, such as when they worked day
8 shifts that are not entitled to shift differentials and when they were on paid holidays. As such,
9 Defendants argue that they are entitled to an offset, and after offsetting, Class Members were
10 overpaid, not underpaid, and therefore there are no damages

11 14. As to paid sick leave, Defendants contend that, instead of increasing the paid sick
12 leave rate to account for the shift differentials, Defendants paid extra shift differentials to account
13 for paid sick leave time used. For instance, if an employee was paid 32 hours of regular time and 8
14 hours of sick, then Defendants paid 40 total units of shift differentials. Thus, Defendants maintain
15 they properly paid sick leave pay at the regular rate.

16 15. Plaintiff argues Defendants issued inaccurate wage statements in violation of Labor
17 Code § 226(e) by incorrectly stating that the legal entity that is the employer is “DF Stauffer Biscuit
18 Co, Inc.” instead of “Laguna Cookie Company Inc.” and incorrectly stating the address of the legal
19 entity that is the employer as “PO Box 12002 York, PA 17402.” Furthermore, as a result of the
20 alleged unpaid wages and meal period premium wages described above, Plaintiff contends that
21 Defendants failed to comply with its final pay obligations set forth in Labor Code §§ 201 to 203 to
22 former employees and failed to issue accurate itemized wage statements to Class Members as set
23 forth in Labor Code § 226(a). Thus, the claims for waiting time and wage statement penalties are
24 derivative of the underlying claims.

25 16. In response, Defendants maintain that “DF Stauffer Biscuit Co, Inc.” is the correct
26 name of the employer entity and there is no legal authority stating that an employer violates Labor
27 Code § 226(e) by providing a P.O. Box address instead of a physical address. Defendants further
28 argue that they possesses strong, good faith defenses to Plaintiff’s underlying claims and these

1 claims cannot meet the willfulness standard in Labor Code § 203 or the knowing and intentional
2 standard in Labor Code § 226(e). Notably, Defendants relied on the California Supreme Court
3 decision in *Naranjo v. Spectrum Security Services, Inc.* (2024) 15 Cal.5th 1056, 1065, which held
4 that an employer’s good-faith defenses precludes a “willfulness” finding under Labor Code § 203
5 and a “knowing and intentional” finding under Labor Code § 226(e) for the imposition of statutory
6 penalties. Defendants further assert that Plaintiff’s waiting time and wage statement penalty
7 exposure was inflated as not every employee experienced the alleged Labor Code violations.

8 17. Plaintiff further contends that, as a result of the foregoing Labor Code violations,
9 Defendants are liable for civil penalties under the PAGA. Since Plaintiff’s PAGA claims are
10 derivative of Plaintiff’s underlying wage claims, Defendant asserts the PAGA claim would fail with
11 those claims. *See Price v. Starbucks Corp.* (2011) 192 Cal.App.4th 1136, 1147 (“Because the
12 underlying causes of action fail, the derivative UCL and PAGA claims also fail.”)

13 18. Defendants further maintain that, given their good faith defenses, this Court would
14 exercise its discretion to substantially reduce any PAGA penalties if it were to find Defendants
15 liable for any of Plaintiff’s claims. *See* Lab. Code § 2699(e)(2); *Thurman v. Bayshore Transit*
16 *Mgmt., Inc.* (2012) 203 Cal.App.4th 1112, 1135 (affirming reduction of PAGA penalties); *Fleming*
17 *v. Covidien Inc.* (C.D. Cal. 2011) Case No. ED CV10-01487 RGK (OPx), 2011 WL 7563047, at *4
18 (reducing PAGA penalties by over 82% in part because employer “not aware” of violations);
19 *Carrington v. Starbucks Corp.* (2018) 30 Cal.App.5th 504, 529 (affirming PAGA civil penalty of
20 just \$5 per pay period where employer made “good faith attempts” to comply with the law).

21 **DISCOVERY AND MEDIATION**

22 19. Prior to mediation, Plaintiff engaged in written pre-certification. Plaintiff served
23 Special Interrogatories and Requests for Production of Documents on Defendants, and provided a
24 proposed Belaire West notice. Defendants responded to Plaintiff’s discovery requests. The Parties
25 then agreed to stay formal discovery pending mediation.

26 20. In connection with mediation, the Parties engaged in extensive informal discovery.
27 Defendant produced (Defendants produced (1) Class and PAGA statistics, including the number of
28 Class Members, formerly employed Class Members, Aggrieved Employees, Class Workweeks, and

1 PAGA Pay Periods; (2) a random 25% sampling of time and payroll records of Class Members; (3)
2 Defendants' employee handbooks and standalone policy documents; and (4) Plaintiff's personnel
3 records and time and payroll records. Plaintiff submits that the 25% sampling of Class Members'
4 time and payroll records is statistically significant and reliable. The timekeeping data and payroll
5 data produced for mediation were generated from uniform timekeeping and payroll systems, which
6 allowed Plaintiff's counsel to extrapolate his and his expert's findings with confidence. Class
7 Members worked in similar job positions and were subject to the same wage and hour policies and
8 procedures

9 21. In preparation for mediation, Plaintiff's counsel worked with an expert data analyst
10 and conducted a comprehensive analysis and extrapolation of the payroll and timekeeping data
11 produced by Defendants to create a detailed exposure analysis for all claims at issue. This discovery
12 and analysis allowed the Parties to assess the merits and value of Plaintiff's claims, the chances of
13 certification of Plaintiff's claims, and Defendants' potential defenses.

14 22. On July 22, 2025, the Parties participated in a full-day in-person mediation with
15 Jason Marsili, Esq. a well-respected wage and hour class action mediator. During mediation, the
16 Parties vigorously debated their opposing legal positions, the likelihood of certification of Plaintiff's
17 claims, and the legal basis for the claims and defenses. The Parties reached a tentative class and
18 PAGA settlement at the mediation. During the months that followed, the Parties finalized the terms
19 of the Settlement and executed the Agreement now before the Court. The Agreement is attached
20 hereto as **Exhibit 1** and the Class Notice is attached to the Agreement as **Exhibit A**.

21 **THE PROPOSED SETTLEMENT**

22 23. The monetary terms of the Settlement are summarized below:

23	Gross Settlement Amount:	\$315,000.00
24	Minus Court-approved attorneys' fees:	\$105,000.00
25	Minus Court-approved verified costs (up to):	\$20,000.00
26	Minus Court-approved Service Payment:	\$7,500.00
27	Minus estimated settlement administration costs:	\$7,490.00
28	Minus amount set aside as PAGA penalties:	\$20,000.00
	Net Settlement Amount:	\$155,010.00
	Plus 25% "PAGA Penalties" to Class:	\$5,000.00
	Total Amount Paid to Class Members:	\$160,010.00

1 24. According to Defendant, there are approximately 245 Class Members (between the
2 start of the Class Period on April 9, 2023 and the date of mediation on July 22, 2025). Therefore,
3 the average Individual Class Payment from the Net Settlement Amount is projected to be
4 approximately \$632.69. There are also approximately 245 Aggrieved Employees (between the start
5 of the PAGA Period on April 9, 2023 and the date of mediation on July 22, 2025) who will each
6 receive an average of approximately \$20.41 as Individual PAGA Payments.

7 25. The requested fee is fair compensation for undertaking complex, risky, expensive,
8 and time-consuming litigation on a purely contingent fee basis. Class Counsel have incurred
9 substantial attorneys' fees and costs conducting pre-filing investigation, analyzing Plaintiff's
10 claims, conducting legal research, propounding written discovery, conducting informal discovery,
11 analyzing Class Members' time and payroll records, creating a comprehensive damages model,
12 preparing for and attending mediation, negotiating and preparing the long-form Agreement,
13 preparing this Motion, and otherwise litigating the case. Class Counsel expect to expend additional
14 attorney time in attending the hearing on this Motion, overseeing the Class Notice process and
15 fielding questions from Class Members, preparing the Final Approval papers, and attending the
16 Final Approval hearing.

17 **PRELIMINARY APPROVAL IS WARRANTED**

18 26. Although the Parties engaged in significant informal discovery prior to mediation,
19 the Parties still had significant formal discovery to complete had the matter not been settled. This
20 would have required the expenditure of substantial time and resources by both Parties that would
21 have very likely spanned several years. Even if Plaintiff were to certify the classes, the Parties
22 would incur considerably more attorneys' fees and costs through a possible decertification motion,
23 trial, and possible appeal. This Settlement avoids those risks and the accompanying expense.

24 27. Absent settlement, there was a risk that there would not be a certified class at the
25 time of trial, or if there were, it would consist of a significantly smaller group of employees than the
26 proposed Class due to a narrowing of the class definition in a Court order on a contested motion for
27 class certification.

28 ///

1 28. Plaintiff contends that Defendants failed to factor shift differentials into the regular
2 rate of pay for meal period premium, rest period premiums, and paid sick leave. As stated above,
3 due to Defendants' defense on the paid sick leave regular rate theory, Plaintiff does not assess
4 damages for that theory. As to the meal and rest period premium regular rate theory, based on
5 Plaintiff's counsel's analysis, Plaintiff estimates Defendant's maximum exposure is \$1,312.71.

6 29. As discussed above, Defendants argue that Class Members were overpaid shift
7 differentials and after offsetting the overpayment against underpaid premiums, there are no
8 damages. Thus, Plaintiff discounted Defendants' maximum exposure by 25% to account for
9 Defendants' defenses on the merits or failing to recover the full amount sought to arrive at an
10 estimated realistic recovery of approximately \$984.53.

11 30. As a result of the unpaid meal and rest period premiums described above, Plaintiff
12 contends that Defendants failed to comply with their final pay obligations set forth in Labor Code
13 §§ 201 to 203 to former employees. Based on the findings of Plaintiff's counsel, approximately
14 46.55% of Class Members experienced at least one regular rate violation. Extrapolating that finding
15 to 90 former employees during the limitations period and at an average hourly rate of \$21.84 and
16 shift length of 8 hours per day, Plaintiff estimates Defendants' maximum exposure for waiting time
17 penalties to be approximately \$219,604.97.

18 31. Defendants presented several defenses, including that because they possessed good-
19 faith defenses to the underlying wage claims, any failure to pay wages was not "willful" as a matter
20 of law; Plaintiff's waiting time penalty exposure was grossly inflated as not every former employee
21 experienced the alleged Labor Code violations; and because the waiting time claim is derivative of
22 Plaintiff's underlying wage claims, Plaintiff would need to overcome Defendants' defenses, both as
23 to class certification and on the merits, as to the underlying claims. Thus, Plaintiff discounted
24 Defendants' maximum exposure by 60% to account for Defendants' defenses on the merits or
25 failing to recover the full amount sought, to arrive at an estimated realistic recovery of
26 approximately \$87,841.99.

27 32. Plaintiff alleges that Defendants are liable for wage statement penalties for stating
28 inaccurate employer name and address and as a result of the underpaid meal and rest period

1 premiums. Assuming every single wage statement issued to Class Members during the one-year
2 limitations period is inaccurate, and extrapolating this finding to the full Class, at \$4,000 per
3 employee for 245 Class Members, Plaintiff estimates Defendants' maximum exposure for wage
4 statement penalties are approximately \$980,000.00.

5 33. As discussed above, Defendants presented several defenses, most notably their
6 assertion that because they possessed good-faith defenses to the underlying claims for meal period
7 violations and any failure to pay wages was not "knowing and intentional" as a matter of law and
8 because the wage statement claim is derivative of Plaintiff's underlying wage claims, Plaintiff
9 would need to overcome Defendants' defenses, both as to class certification and on the merits, as to
10 her underlying claims. Thus, Plaintiff discounted Defendants' maximum exposure by 70% to
11 account for Defendants' defenses on the merits or failing to recover the full amount sought, to arrive
12 at an estimated realistic recovery of approximately \$294,000.00.

13 34. Plaintiff estimates a maximum total PAGA exposure of approximately
14 \$1,615,400.00 (16,154 pay periods during the PAGA Period x \$100 "initial" penalty). However,
15 these penalties derive from the underlying wage and hour violations discussed above, which
16 Defendants dispute vigorously. Therefore, Plaintiff discounted the maximum figure by 80% for the
17 risk of losing on the merits and/or not recovering a PAGA penalty for each and every pay period
18 and to account for the possibility of this Court reducing penalties, to arrive at an estimated exposure
19 of approximately \$323,080.00.

20 35. Using these estimated figures for each of the claims described above, Plaintiff
21 predicted that the potential realistic recovery for the Class would be approximately \$705,906.52.
22 The proposed Settlement of \$315,000.00 represents approximately 44.62% of the reasonably
23 forecasted recovery for the Class. Preliminary approval is appropriate since the Settlement will
24 provide significant monetary relief to the Class, which is consistent with what Plaintiff's counsel
25 believes could have been recovered had the case proceeded through trial.

26 36. There is no conflict between my interests and the interests of the Class that I am
27 seeking to represent. I have demonstrated my ability to advocate for the interests of the Class by
28 initiating this litigation, undertaking extensive class discovery, negotiating the proposed Settlement

1 at mediation, seeking preliminary approval, and otherwise litigating this case. I also do not have any
2 conflict of interest with the Administrator.

3 37. I am not aware of any other pending matter or action asserting claims that will be
4 extinguished or affected by the Settlement. Defendant's counsel is also not aware of any other
5 pending matter or action asserting claims that will be extinguished or affected by the Settlement.
6 See Declaration of William B. Richards, Jr., ¶ 3, enclosed hereto as **Exhibit 4**.

7 38. On December 5, 2025, I filed with the LWDA a copy of the fully executed
8 Agreement; the Motion for Preliminary Approval of Class Action and PAGA Settlement; the
9 Declarations of Plaintiff Oxeni Juarez De La Cruz, and Kimberly Sutherland of Apex Class Action
10 LLC; and the (Proposed) Order Granting Preliminary Approval of Class Action and PAGA
11 Settlement via file upload through the LWDA's website. Enclosed as **Exhibit 5** is a true and correct
12 copy of the LWDA's filing confirmation.

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

15 Executed on December 5, 2025 at Los Angeles, California.

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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^{1/30}% 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 (1)(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. (1)(1)), and this Agreement (Labor Code, § 2699, subd. (1)(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 A

COURT APPROVED NOTICE OF CLASS ACTION AND PAGA SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

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 of Class Action and PAGA Settlement. 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. If you believe that you worked more qualifying Workweeks during the Class Period and/or more qualifying Pay Periods during the PAGA Period, you can submit a challenge by the deadline date. See Section 4 of this Notice of Class Action and PAGA Settlement.

The Court has already preliminarily approved the proposed Settlement and approved this Notice of Class Action and PAGA Settlement. 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 of Class Action and PAGA Settlement carefully. You will be deemed to have carefully read and understood it. 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 and 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 Period and/or the 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 written Request for Exclusion or otherwise notifying the Administrator in writing. 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.
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You Can Opt-Out of the Class Settlement but not the PAGA Settlement The Opt-Out Deadline is [REDACTED]	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 of Class Action and PAGA Settlement. 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 Written Objections Must be Submitted by [REDACTED]	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 Class Counsel and Plaintiff 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 of Class Action and PAGA Settlement.
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 of Class Action and PAGA Settlement.
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. 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 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 of Class Action and PAGA Settlement. If you disagree with either of these numbers, you must challenge it by [REDACTED]. See Section 4 of this Notice of Class Action and PAGA Settlement.

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 all legally required meal periods, and failing to pay meal period premium wages at the regular rate of compensation; failing to provide authorize and permit all legally required rest periods, and failing to pay rest period premium wages at the regular rate of compensation; failing to furnish complete, accurate, itemized wage statements; and failing to pay all final wages and compensation earned and due upon separation of employment. Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, *et seq.*) (“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 strongly 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 lengthy 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. The Court preliminarily approved the proposed Settlement as fair, reasonable, and adequate, authorized this Notice of Class Action and PAGA Settlement, and scheduled a hearing to determine Final Approval.

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 Amount

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 California Labor and Workforce Development Agency ("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 at the Final Approval Hearing:
 - A. Up to 33^{1/3}% of the Gross Settlement (currently estimated to be \$105,000.00) to Class Counsel for attorneys' fees and up to \$20,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$7,500.00 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. Up to \$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, not later than [REDACTED], that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the [REDACTED] Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her/their representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Class Settlement. Excluded Class Members (i.e., 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 of Class Action and PAGA Settlement, 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 of Class Action and PAGA Settlement.

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, 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.

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 Class Workweeks you worked during the Class Period and the number of qualifying PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendants’ records, are stated in the first page of this Notice of Class Action and PAGA Settlement. You have until [REDACTED] to challenge the number of qualifying Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice of Class Action and PAGA Settlement has the Administrator’s contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant’s 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. The Administrator’s decision is final. You can’t appeal or otherwise challenge its final decision.

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).

Your check will be sent to the same address as this Notice of Class Action and PAGA Settlement. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice of Class Action and PAGA Settlement has the Administrator's contact information.

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

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Class Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Oxeni Juarez De La Cruz v. Laguna Cookie Company Inc., et al.*, Case No. 30-2024-01381818-CU-OE-CXC, and include your identifying information (full name, address, telephone number, approximate dates of employment, and 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. **The Administrator must be sent your request to be excluded by [REDACTED], or it will be invalid.** Section 9 of the Notice of Class Action and PAGA Settlement has the Administrator's contact information.

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 days before the [REDACTED] Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses, and Class Representative Service Payments stating (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 of Class Action and PAGA Settlement) 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, the Motion for Final Approval, and/or Motion for Fees, Litigation Expenses, and Class Representative Service Payment may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is [REDACTED].** Be sure to tell the

Administrator what you object to, why you object and any facts that support your objection. Make sure you identify the Action as *Oxeni Juarez De La Cruz v. Laguna Cookie Company Inc., et al.*, Case No. 30-2024-01381818-CU-OE-CXC, and include your name, current address, telephone number, and approximate dates of employment for Defendants and sign the objection. Section 9 of this Notice of Class Action and PAGA Settlement has the Administrator's contact information.

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 of Class Action and PAGA Settlement (immediately below) 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]. 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:

Mailing Address:

Telephone:

Fax Number:

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.

EXHIBIT 2



JUSTICE FOR WORKERS

3600 WILSHIRE BOULEVARD, SUITE 1815, LOS ANGELES, CA 90010

TEL: (323) 922-2000

FAX: (323) 922-2000

www.JusticeForWorkers.com

February 23, 2024

VIA PAGA ONLINE FILING ONLY

California Labor and Workforce Development Agency

Attn: PAGA Administrator

455 Golden Gate Avenue, 9th Floor

San Francisco, CA 94102

<https://dir.tfaforms.net/308>

**Re: *Oxeni Juarez De La Cruz v. Laguna Cookie Company Inc., et al.*
Notice of Private Attorneys General Act Claim**

Dear PAGA Administrator:

This office has been retained by aggrieved employee Oxeni Juarez De La Cruz ("Plaintiff") concerning a representative action pursuant to the Private Attorneys General Act of 2004, California Labor Code §§ 2698, *et seq.* ("PAGA") against Laguna Cookie Company Inc. and D.F. Stauffer Biscuit Co., Inc. (including any and all affiliates, subsidiaries, parents, directors, officers, managing agents, and executive employees) (collectively referred to as "Defendants") for violations of California wage and hour laws. Plaintiff seeks civil penalties for violations of the Labor Code and all other remedies available under PAGA.

Plaintiff seeks these remedies on behalf of the State of California and "aggrieved employees," as defined herein. This letter is sent in compliance with the notice requirements of Labor Code § 2699.3.

Defendants own and operate a commercial bakery in Santa Ana, California. Defendants has employed Plaintiff as an hourly-paid, non-exempt employee since approximately April 2021 in Santa Ana. The "aggrieved employees" that Plaintiff seeks civil penalties on behalf of are all current and former directly hired hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California. Aggrieved employees exclude any employees who were assigned to work at Defendants' facility through staffing agencies.

Based on the following facts and theories, Defendants violated and/or continue to violate, among other provisions of the Labor Code and applicable wage law, California Labor Code §§ 201, 202, 203, 204, 210, 226, 226.7, 246, 256, 512, 516, 558, 1174, and IWC Wage Orders including Wage Order 7-2001.

Labor Code §§ 226.7, 512, 516, and the Wage Orders require employers to pay an employee one additional hour of pay at the employee's regular rate of compensation for each meal or rest period that is not provided. During the relevant time period, Defendants required Plaintiff and other aggrieved employees to work during meal and rest periods and failed to compensate them properly at the regular rate of compensation by failing to incorporate multiple rates of pay and/or all non-discretionary remuneration, including shift differentials, into the regular rate of compensation.

Labor Code § 246 mandates employers to comply with various requirements with respect to the provision of paid sick leave to employees. Upon information and belief, during the relevant time period, Defendants improperly calculated the sick leave rate of pay owed to aggrieved employees by failing to incorporate multiple rates of pay and/or all non-discretionary remuneration, including shift differentials, into the sick leave pay rate calculation.

Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, Defendants failed to pay aggrieved employees all wages due to them within any time period specified by Labor Code §§ 201 and 202, including earned and unpaid premium and paid sick leave wages as discussed above.

Labor Code § 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. Labor Code § 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Defendants failed to pay Plaintiff and other aggrieved employees all wages due to them within any time period specified by Labor Code § 204, including earned and unpaid premium wages as discussed above.

Labor Code § 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, Defendants did not provide Plaintiff and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from Defendants were in violation of Labor Code § 226(a). The violations include, but are not limited to, the failure to include the total hours worked, failure to state the correct gross and net wages earned for all time worked, incorrectly stating the name of the legal entity that is the employer as "DF Stauffer Biscuit Co, Inc." and incorrectly stating the address of the legal entity that is the employer as "PO Box 12002 York, PA 17402", and failure to state all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

Labor Code § 1174 requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, Defendants failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Plaintiff and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

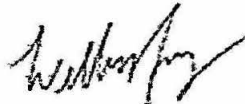
Therefore, on behalf of all aggrieved employees, Plaintiff seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the LWDA, for violation of the Labor Code pursuant to PAGA. Labor Code § 2699.3 requires that a claimant send a certified letter (i.e. this letter) to the employer in question and file an online claim to the LWDA setting forth the claims and the basis for the claims, thereby giving the LWDA and employer an opportunity to investigate the claims and/or take any action they deem appropriate. If the LWDA and Defendants elect not to take any action with respect to any of the foregoing claims, Plaintiff will seek these penalties in a civil action on behalf of all aggrieved employees within one year of the date of this letter as allowed by law.

If you have any questions, please contact me at the phone number or address below:

William C. Sung
JUSTICE FOR WORKERS, P.C.
3600 Wilshire Boulevard
Suite 1815
Los Angeles, CA 90010
Office: 323-922-2000
Fax: 323-922-2000
Email: william@justiceforworkers.com

Thank you for your attention to this matter.

Very truly yours,



William C. Sung
JUSTICE FOR WORKERS, P.C.

Cc: Via USPS Certified Mail – Return Receipt Requested

Laguna Cookie Company Inc.
c/o National Registered Agents, Inc.
Agent for Service of Process
330 N. Brand Blvd., Ste 700
Glendale, CA 91203

D.F. Stauffer Biscuit Co., Inc.
Attn: Human Resources Director
PO Box 12002
York, PA 17402

4041 W. Garry Ave.
Santa Ana, CA 92704

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Street and Apt. No. or PO Box No.

PO Box 12002

City, State, ZIP+4[®]

York, PA 17402

PS Form 3800, January 2023 PSN 7530-02-000-9047

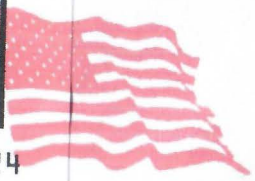
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 Attn: Human Resources Director
 PO Box 12002
 York, PA 17402

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1. Article Addressed to:

D. Fo Stauffer Biscuit Co., Inc.
Attn : Human Resources Director
PO Box 12002
York, PA 17402



9590 9402 8354 3156 2639 87

2. Article Number (Transfer from service label)

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COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- ☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

- D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

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| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail™ |
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\$ **8.69**

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Street and Apt. No., or PO Box No.

City, State, ZIP+4[®]
**4041 W. Garry Ave.
Santa Ana, CA 92704**

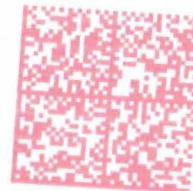
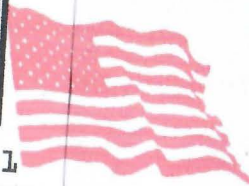
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Attn: Human Resources Director
4041 W. Garry Ave.
Santa Ana, CA 92704

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1. Article Addressed to:

D.F. Stauffer Biscuit Co., Inc.
Attn: Human Resources Director
4041 W. Garry Ave.
Santa Ana, CA 92704



9590 9402 8354 3156 2639 70

2. Article Number (Transfer from service label)

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PS Form 3811, July 2020 PSN 7530-02-000-9053

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A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

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☒ Certified Mail®

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☐ Mail Restricted Delivery

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☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

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Sent To

Laguna Cookie Company Inc. c/o Agents, Inc.
 330 N. Brand Blvd., Ste 700
 Glendale, CA 91203

Street and Apt. No., or PO Box No.
 City, State, ZIP+4

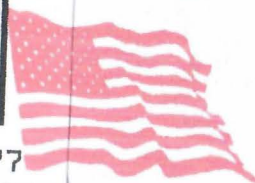
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 3600 Wilshire Blvd Ste 1815
 Los Angeles, CA 90010

Laguna Cookie Company Inc.
 c/o National Registered Agents, Inc.
 Agent for Service of Process
 330 N. Brand Blvd., Ste 700
 Glendale, CA 91203

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OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

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- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Laguna Cookie Company Inc.
c/o National Registered Agents, Inc.
Agent for Service of Process
330 N. Bland Blvd., Ste 700
Glendale, CA 91203



9590 9402 8354 3156 2639 63

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2/22/2024

LWDA Case No. LWDA-CM-1012665-24

Law Firm : Justice for Workers, P.C.

Plaintiff Name : Oxeni Juarez De La Cruz

Employer: Laguna Cookie Company Inc.

Filing Fee : \$75.00

IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

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

3600 Wilshire Boulevard, Suite 1815

Los Angeles, CA 90010

Tel: 323-922-2000

Fax: 323-922-2000

Assigned for All Purposes
Judge Melissa R. McCormick
Dept. CX104

Attorneys for Plaintiff OXENI JUAREZ DE LA CRUZ

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

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT:**

- (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);**
- (4) WAITING TIME PENALTIES
(LABOR CODE §§ 201-203); and**
- (5) CIVIL PENALTIES UNDER THE
CALIFORNIA PRIVATE
ATTORNEYS GENERAL ACT
(LABOR CODE §§ 2698, *et seq.*)**

DEMAND FOR JURY TRIAL

1 Plaintiff OXENI JUAREZ DE LA CRUZ (“Plaintiff”), on behalf of herself and all others
2 similarly situated, hereby brings this Class and Representative Action Complaint (“Complaint”)
3 against Defendants LAGUNA COOKIE COMPANY INC., a California corporation; D.F.
4 STAUFFER BISCUIT CO., INC., a Pennsylvania corporation, and DOES 1 to 50 (collectively
5 “Defendants”), and on information and belief alleges as follows:

6 **JURISDICTION AND VENUE**

7 1. Plaintiff, on behalf of herself and all others similarly situated, hereby brings this
8 Complaint for recovery of unpaid wages and penalties under California Business and Professions
9 Code § 17200, *et seq.*, Labor Code §§ 201, 202, 203, 204, 210, 226, 226.7, 246, 256, 512, 516, 558,
10 1174, 2698, *et seq.*, and Industrial Welfare Commission (“IWC”) Wage Order 7-2001 (“Wage
11 Order 7”), in addition to seeking injunctive relief, declaratory relief, and restitution. This Complaint
12 is brought pursuant to California Code of Civil Procedure § 382. This Court has jurisdiction over
13 Defendants’ violations of the Labor Code because the amount in controversy exceeds \$25,000.

14 2. Venue is proper in this judicial district because Defendants maintain offices, have
15 agents, and/or transact business in the State of California, including Orange County, and some of
16 the acts and omissions complained of herein occurred in Orange County. Furthermore, Plaintiff was
17 employed by Defendants within Orange County.

18 **PARTIES**

19 3. Plaintiff is, and at all times relevant herein was, an individual over the age of
20 eighteen (18) and is a California resident. Within the statute of limitations periods applicable to
21 each cause of action pled herein, Plaintiff was employed by Defendants as a non-exempt direct-hire
22 employee. Plaintiff was, and is, a victim of Defendants’ policies, practices, and/or customs
23 complained of herein and has been deprived of the rights guaranteed by Business and Professions
24 Code § 17200, *et seq.*, Labor Code §§ 201, 202, 203, 204, 210, 226, 226.7, 246, 256, 512, 516, 558,
25 1174, 2698, *et seq.*, and Wage Order 7.

26 4. Plaintiff is informed and believes, and based thereon alleges, that during the
27 applicable statute of limitations for each cause of action pled herein and continuing to the present,
28 Defendants engaged in, and continue to engage in, business, and employed Plaintiff and other,

1 similarly-situated non-exempt employees within Orange County, and the State of California and,
2 therefore, were (and are) doing business in Orange County and the State of California.

3 5. Plaintiff does not know the true names or capacities, whether individual, partner, or
4 corporate, of the defendants sued herein as DOES 1 to 50, inclusive, and for that reason, said
5 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
6 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed,
7 and believes, and based thereon alleges, that each of said fictitious defendants, whether individual,
8 partners, or corporate, was responsible in some manner for the acts and omissions alleged herein,
9 and proximately caused Plaintiff and the Classes (as defined below) to be subject to the unlawful
10 employment practices, wrongs, injuries, and damages complained of herein.

11 6. At all times herein mentioned, each of said Defendants participated in the doing of
12 the acts hereinafter alleged to have been done by the named Defendant; and furthermore,
13 Defendants, and each of them, were the agents, servants, and employees of each of the other
14 defendants, as well as the agents of all Defendants, and at all times herein mentioned, were acting
15 within the course and scope of said agency and employment.

16 7. Plaintiff is informed and believes, and based thereon alleges, that at all times
17 material hereto, each of the Defendants named herein was the agent, employee, alter ego and/or
18 joint venturer of, or working in concert with each of the other co-Defendants and was acting within
19 the course and scope of such agency, employment, joint venture, or concerted activity. To the extent
20 said acts, conduct, and omissions were perpetrated by certain Defendants, each of the remaining
21 Defendants confirmed and ratified said acts, conduct, and omissions of the acting Defendants.

22 8. At all times herein mentioned, Defendants, and each of them, were members of, and
23 engaged in, a joint venture, partnership, and common enterprise, and acting within the course and
24 scope of, and in pursuance of, said joint venture, partnership, and common enterprise.

25 9. At all times herein mentioned, the acts and omissions of various Defendants, and
26 each of them, concurred and contributed to the various acts and omissions of each and all of the
27 other Defendants in proximately causing the injuries and damages as herein alleged.

28 ///

1 **FACTUAL ALLEGATIONS**

2 10. Defendants own and operate a commercial bakery in Santa Ana, California.
3 Defendants has employed Plaintiff as an hourly-paid, non-exempt employee since approximately
4 April 2021 in Santa Ana.

5 11. Labor Code §§ 226.7, 512, 516, and the Wage Orders require employers to pay an
6 employee one additional hour of pay at the employee's regular rate of compensation for each meal
7 or rest period that is not provided. During the relevant time period, Defendants required Plaintiff
8 and other employees to work during meal and rest periods and failed to compensate them properly
9 at the regular rate of compensation by failing to incorporate multiple rates of pay and/or all non-
10 discretionary remuneration, including shift differentials, into the regular rate of compensation.

11 12. Labor Code § 246 mandates employers to comply with various requirements with
12 respect to the provision of paid sick leave to employees. Upon information and belief, during the
13 relevant time period, Defendants improperly calculated the sick leave rate of pay owed to
14 employees by failing to incorporate multiple rates of pay and/or all non-discretionary remuneration,
15 including shift differentials, into the sick leave pay rate calculation.

16 13. Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the
17 wages earned and unpaid at the time of discharge are due and payable immediately, and if an
18 employee quits his or her employment, his or her wages shall become due and payable not later than
19 seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of
20 his or her intention to quit, in which case the employee is entitled to his or her wages at the time of
21 quitting. During the relevant time period, Defendants failed to pay former employees all wages due
22 to them within any time period specified by Labor Code §§ 201 and 202, including earned and
23 unpaid premium and paid sick leave wages as discussed above.

24 14. Labor Code § 204 requires that all wages earned by any person in any employment
25 between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due
26 upon termination of an employee, are due and payable between the 16th and the 26th day of the
27 month during which the labor was performed, and that all wages earned by any person in any
28 employment between the 16th and the last day, inclusive, of any calendar month, other than those

1 wages due upon termination of an employee, are due and payable between the 1st and the 10th day
2 of the following month. Labor Code § 204 also requires that all wages earned for labor in excess of
3 the normal work period shall be paid no later than the payday for the next regular payroll period.
4 During the relevant time period, Defendants failed to pay Plaintiff and other employees all wages
5 due to them within any time period specified by Labor Code § 204, including earned and unpaid
6 premium wages as discussed above.

7 15. Labor Code § 226 requires employers to make, keep and provide complete and
8 accurate itemized wage statements to their employees. During the relevant time period, Defendants
9 did not provide Plaintiff and other employees with complete and accurate itemized wage statements.
10 The wage statements they received from Defendants were in violation of Labor Code § 226(a). The
11 violations include, but are not limited to, the failure to include the total hours worked, failure to
12 state the correct gross and net wages earned for all time worked, incorrectly stating the name of the
13 legal entity that is the employer as “DF Stauffer Biscuit Co, Inc.” and incorrectly stating the address
14 of the legal entity that is the employer as “PO Box 12002 York, PA 17402”, and failure to state all
15 applicable hourly rates in effect during the pay period and the corresponding number of hours
16 worked at each hourly rate by the employee.

17 16. Labor Code § 1174 requires an employer to keep, at a central location in the state or
18 at the plants or establishments at which employees are employed, payroll records showing the hours
19 worked daily by and the wages paid to, and the number of piece-rate units earned by and any
20 applicable piece rate paid to, employees employed at the respective plants or establishments. These
21 records shall be kept with rules established for this purpose by the commission, but in any case shall
22 be kept on file for not less than two years. During the relevant time period, Defendants failed to
23 keep accurate and complete payroll records showing the actual hours worked daily and the wages
24 earned by Plaintiff and other employees, including earned and unpaid minimum, overtime, and
25 premium wages as discussed above.

26 **CLASS ACTION ALLEGATIONS**

27 17. **Class Definitions:** Plaintiff brings this action on behalf of herself and the following
28 Classes pursuant to § 382 of the California Code of Civil Procedure:

- 1 a. Meal Period Class: All current and former non-exempt direct-hire employees¹ of
2 Defendants in the State of California who received multiple rates of pay and/or non-
3 discretionary remuneration, including shift differentials, and meal period premiums
4 during the same workweek and/or pay period from April 9, 2023 through the present;
- 5 b. Rest Period Class: All current and former non-exempt direct-hire employees of
6 Defendants in the State of California who received multiple rates of pay and/or non-
7 discretionary remuneration, including shift differentials, and rest period premiums
8 during the same workweek and/or pay period from April 9, 2023 through the present.
- 9 c. Wage Statement Class: All current and former non-exempt direct-hire employees of
10 Defendants in the State of California from April 9, 2023 through the present.
- 11 d. Waiting Time Penalty Class: All of Defendants' formerly employed direct-hire
12 employees of Defendants in the State of California who received multiple rates of
13 pay and/or all non-discretionary remuneration, including shift differentials, and a
14 meal period premium, rest period premium, and/or paid sick leave in the same
15 workweek and/or pay period from April 9, 2023 through the present.

16 18. **Numerosity/Ascertainability**: The members of the Classes are so numerous that
17 joinder of all members would be impractical, if not impossible. The membership of the Classes is
18 unknown to Plaintiff at this time; however, it is estimated that the members of the Classes number
19 greater than 50 individuals. The identity of such membership is readily ascertainable via inspection
20 of Defendants' employment records, including payroll records.

21 19. **Common Questions of Law and Fact Predominate/Well-Defined Community of**
22 **Interest**: There are predominant common questions of law and fact as to Plaintiff and members of
23 the Classes, which predominate over questions affecting only individual members including,
24 without limitation to:

- 25 a. Whether Defendants provided all legally compliant meal periods or paid meal period
26 premium wages due to members of the Meal Period Class pursuant to Labor Code §§
27
28

¹ Direct-hire employees exclude any employees placed to work at Defendants' facility through a staffing agency.

226.7 and 512;

- b. Whether Defendants authorized and permitted all legally compliant rest periods or paid all rest period premium wages due to members of the Rest Period Class pursuant to Labor Code §§ 226.7 and 516;
- c. Whether Defendants furnished legally compliant wage statements to members of the Wage Statement Class pursuant to Labor Code § 226; and
- d. Whether Defendants timely paid all final wages to members of the Waiting Time Class at the time of their separation of employment pursuant to Labor Code §§ 201 and 202.

These common questions of law and fact set forth above are numerous and substantial and stem from Defendants' policies and/or practices applicable to each individual class member. As such, the common questions predominate over individual questions concerning each individual class member's showing as to their eligibility for recovery or as to the amount of their damages.

20. **Typicality:** The claims of Plaintiff are typical of the claims of the Classes because Plaintiff was employed by Defendants as a non-exempt employee in California during the statute(s) of limitations period applicable to each cause of action pled in the Complaint. As alleged herein, Plaintiff, like the members of the Classes, did not receive correct premium pay for non-compliant meal and rest periods and was not provided with accurate, compliant, itemized wage statements.

21. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps to represent fairly and adequately the interests of the members of the Classes. Moreover, Plaintiff's attorneys are ready, willing and able to fully and adequately represent the members of the Classes and Plaintiff. Plaintiff's attorneys have litigated numerous wage-and-hour class actions in state and federal courts in the past and are committed to vigorously prosecuting this action on behalf of the members of the Classes.

22. **Superiority:** The Labor Code is broadly remedial in nature and serves an important public interest in establishing minimum working conditions and standards in California. These laws and labor standards protect the average working employee from exploitation by employers who have the responsibility to follow the laws and who may seek to take advantage of superior economic

1 and bargaining power in setting onerous terms and conditions of employment. The nature of this
2 action and the format of laws available to Plaintiff and members of the Classes make the class
3 action format a particularly efficient and appropriate procedure to redress the violations alleged
4 herein. If each employee were required to file an individual lawsuit, Defendants would necessarily
5 gain an unconscionable advantage since they would be able to exploit and overwhelm the limited
6 resources of each individual plaintiff with their vastly superior financial and legal resources.

7 23. Moreover, requiring each member of the Class(es) to pursue an individual remedy
8 would also discourage the assertion of lawful claims by employees who would be disinclined to file
9 an action against their former and/or current employer for real and justifiable fear of retaliation and
10 permanent damages to their careers at subsequent employment. The claims of the individual
11 members of the Class are not sufficiently large to warrant vigorous individual prosecution
12 considering all of the concomitant costs and expenses attending hereto.

13 24. Furthermore, the prosecution of separate actions by the individual class members,
14 even if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications
15 with respect to the individual class members against Defendants herein; and which would establish
16 potentially incompatible standards of conduct for Defendants; and/or legal determinations with
17 respect to individual class members which would, as a practical matter, be dispositive of the interest
18 of the other class members not parties to adjudications or which would substantially impair or
19 impede the ability of the class members to protect their interests. As such, the Classes identified
20 hereinabove are maintainable as classes under § 382 of the Code of Civil Procedure.

21 **FIRST CAUSE OF ACTION**

22 **MEAL PERIOD VIOLATIONS**

23 **(Against All Defendants)**

24 25. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
25 fully set forth herein.

26 26. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed
27 in their affirmative obligation to provide all of their non-exempt employees in California, including
28 Plaintiff and members of the Meal Period Class, with all legally compliant meal periods in

1 accordance with the mandates of the Labor Code and Wage Order 7, § 11.

2 27. Despite Defendants' violations, Defendants did not pay an additional hour of pay to
3 Plaintiff and members of the Meal Period Class at their respective regular rates of compensation, in
4 accordance with California Labor Code §§ 204, 210, 226.7, and 512.

5 28. As a consequence of Defendants' unlawful meal period practices, Plaintiff and
6 members of the Meal Period Class seek recovery of unpaid premium wages for meal period
7 violations including interest thereon, statutory penalties, and costs of suit, pursuant to Labor Code
8 §§ 226.7, 512, 558, Wage Order 7, and Civil Code §§ 3287 and 3289.

9 **SECOND CAUSE OF ACTION**

10 **REST PERIOD VIOLATIONS**

11 **(Against All Defendants)**

12 29. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
13 fully set forth herein.

14 30. Labor Code §§ 226.7, 516, 558, and Wage Order 7, § 12 and establish the right of
15 employees to be provided with a rest period of at least 10 minutes for each four-hour period
16 worked, or major fraction thereof. Plaintiff is informed and believes, and based thereon alleges, that
17 despite Defendants' failure to authorize and permit Plaintiff and members of the Rest Period Class
18 to take all legally compliant rest periods as alleged herein, Defendants did not pay these individuals
19 an additional hour of pay at their respective regular rate for the rest periods that they failed to
20 authorize and permit them to take, as required by Labor Code § 226.7.

21 31. As a consequence of Defendants' unlawful rest period practices, Plaintiff and
22 members of the Rest Period Class seek recovery of unpaid premium wages for rest period violations
23 including interest thereon, statutory penalties, and costs of suit, statutory penalties, attorneys' fees,
24 and costs of suit according to Labor Code §§ 226.7, 516, 558, Wage Order 7, and Civil Code §§
25 3287 and 3289.

26 ///

27 ///

28 ///

1 **THIRD CAUSE OF ACTION**

2 **WAGE STATEMENT PENALTIES**

3 **(Against All Defendants)**

4 32. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
5 fully set forth herein.

6 33. Plaintiff is informed and believes, and based thereon alleges, that Defendants
7 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff
8 and members of the Wage Statement Class with accurate and complete, itemized wage statements
9 that included, among other requirements, all hours worked, total gross wages earned, all rates of pay
10 and corresponding number of hours worked, total net wages earned, the inclusive dates of the pay
11 period, and/or the correct name and address of the legal entity that is the employer in violation of
12 Labor Code § 226.

13 34. Defendants' failure to furnish Plaintiff and members of the Wage Statement Class
14 with accurate and complete, itemized wage statements resulted in actual injury, as said failures led
15 to, among other things, the non-payment of minimum and overtime wages and meal and rest period
16 premium wages owed and deprived them of the information necessary to identify the discrepancies
17 in Defendants' reported payroll data.

18 35. As a consequence of Defendants' unlawful wage statement practices, Plaintiff and
19 members of the Wage Statement Class seek damages and/or statutory penalties, reasonable
20 attorneys' fees, and costs of suit according to California Labor Code § 226.

21 **FOURTH CAUSE OF ACTION**

22 **WAITING TIME PENALTIES**

23 **(Against All Defendants)**

24 36. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
25 fully set forth herein.

26 37. This cause of action is brought pursuant to Labor Code §§ 201-203, which require an
27 employer to pay all wages immediately at the time of separation of employment in the event the
28 employer discharges the employee or the employee provides at least 72 hours of notice of their

1 intent to quit. In the event the employee provides less than 72 hours of notice of their intent to quit,
2 said employee's wages become due and payable not later than 72 hours upon said employee's last
3 date of employment.

4 38. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed
5 to timely pay members of the Waiting Time Class all final wages due to them at their separation
6 from employment, including unpaid meal and rest period premium wages and paid sick leave
7 wages.

8 39. Furthermore, Plaintiff is informed and believes, and based thereon alleges, that as a
9 matter of uniform policy and practice, Defendants continue to fail to pay members of the Waiting
10 Time Class all earned wages at the end of employment in a timely manner pursuant to the
11 requirements of Labor Code §§ 201-202.

12 40. Defendants' failure to pay all final wages was willful within the meaning of Labor
13 Code § 203. Defendants' willful failure to timely pay members of the Waiting Time Class their
14 earned wages upon separation from employment results in continued payment of daily wages up to
15 thirty days from the time the wages were due.

16 41. As a consequence of Defendants' unlawful practices, members of the Waiting Time
17 Class seek statutory penalties, and costs of suit according to California Labor Code § 203.

18 **FIFTH CAUSE OF ACTION**

19 **PRIVATE ATTORNEYS GENERAL ACT**

20 **(Against All Defendants)**

21 42. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
22 fully set forth herein.

23 43. Plaintiff, an "aggrieved employee" within the meaning of Labor Code §§ 2698, *et*
24 *seq.*, acting on behalf of herself and other aggrieved employees (collectively, "Aggrieved
25 Employees"), brings this representative action against Defendants to recover the civil penalties due
26 to Plaintiff and other Aggrieved Employees, and the State of California according to proof pursuant
27 to Labor Code §§ 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial
28 violation for each failure to pay each employee and \$200 for each subsequent violation or willful or

1 intentional violation pursuant to Labor Code §§ 210 and/or 225.5 for each failure to pay each
2 employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and
3 \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3)
4 \$100 for each initial violation and \$250 for each subsequent violation pursuant to Labor Code §
5 1197.1 per employee per pay period; (4) \$250 for each initial violation and \$1,000 for each
6 subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; (5) pursuant to
7 Labor Code § 256, a civil penalty in an amount not exceeding 30 days per former employee as
8 waiting time under the terms of Labor Code § 203; and/or (6) \$100 for each initial violation and
9 \$200 for each subsequent violation per employee per pay period for those violations of the Labor
10 Code for which no civil penalty is specifically provided, based on the following Labor Code
11 violations:

- 12 a. Failing to provide all legally required meal periods, and failure to pay meal period
13 premium wages, to Aggrieved Employees at the regular rate of compensation in
14 violation of Labor Code §§ 226.7, 512, 558, and 1198;
- 15 b. Failing to authorize and permit all legally required rest periods, and failure to pay
16 rest period premium wages, to Aggrieved Employees at the regular rate of
17 compensation in violation of Labor Code §§ 226.7, 516, 558, and 1198;
- 18 c. Failing to furnish Aggrieved Employees with complete, accurate, itemized wage
19 statements in violation of Labor Code § 226;
- 20 d. Failing to timely pay all final wages and compensation earned by Aggrieved
21 Employees at the time of separation in violation of Labor Code §§ 201-202;
- 22 e. Failing to pay Aggrieved Employees all paid sick leave wages in violation of Labor
23 Code § 246;
- 24 f. Failing to pay Aggrieved Employees all earned wages at least twice during each
25 calendar month in violation of Labor Code § 204; and
- 26 g. Failing to maintain accurate records on behalf of Aggrieved Employees in violation
27 of Labor Code §§ 1174 and 1198.

28 ///

44. On or about February 22, 2024, Plaintiff notified Defendants via certified mail, and notified the California Labor and Workforce Development Agency (“LWDA”) via its website, of Defendants’ violations of the Labor Code and Plaintiff’s intent to bring a claim for civil penalties under Labor Code §§ 2698, *et seq.* with respect to the violations of the Labor Code identified in the preceding paragraph. Now that 33 days and 65 days have passed from Plaintiff notifying Defendants and the LWDA of these violations, Defendants have not cured any curable violations, and the LWDA has not provided notice that it intends to investigate the violations, Plaintiff has exhausted administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

45. Plaintiff has incurred attorneys' fees and costs, which Plaintiff is entitled to receive under California Labor Code § 2699(g).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment for herself and for all others on whose behalf this suit is brought against Defendants, as follows:

1. For an order certifying the proposed Classes;
2. For an order appointing Plaintiff as representative of the Classes;
3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
4. Upon the First Cause of Action, for meal period premium wages according to proof pursuant to Labor Code §§ 226.7, 512, and 558;
5. Upon the Second Cause of Action, for rest period premium wages according to proof pursuant to Labor Code §§ 226.7, 516, and 558;
6. Upon the Third Cause of Action, for statutory penalties pursuant to Labor Code § 226;
7. Upon the Fourth Cause of Action, for statutory penalties pursuant to Labor Code § 203;
8. Upon the Fifth Cause of Action, for civil penalties due to Plaintiff, other Aggrieved Employees, and the State of California according to proof pursuant to Labor Code §§ 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to

1 pay each employee and \$200 for each subsequent violation or willful or intentional violation
2 pursuant to Labor Code §§ 210 and/or 225.5 for each failure to pay each employee, plus 25% of the
3 amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent
4 violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial
5 violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee
6 per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation
7 pursuant to Labor Code § 226.3 per employee per pay period; (5) pursuant to Labor Code § 256, a
8 civil penalty in an amount not exceeding 30 days per former employee as waiting time under the
9 terms of Labor Code § 203; and/or (6) \$100.00 for each initial violation and \$200 for each
10 subsequent violation per employee per pay period for those violations of the Labor Code for which
11 no civil penalty is specifically provided;

12 9. Prejudgment interest on all due and unpaid wages pursuant to Labor Code § 218.6
13 and Civil Code §§ 3287 and 3289;

14 10. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§
15 218.5, 226, 1194, 2699(g), and Code of Civil Procedure § 1021.5; and

16 11. For such other and further relief, the Court may deem just and proper.

17 **DEMAND FOR JURY TRIAL**

18 Plaintiff hereby demands a trial by jury on all claims.

19
20 DATED: April 29, 2024

JUSTICE FOR WORKERS, P.C.

21
22 By: 

23 William C. Sung
24 Tiffany L. Luu
25 Attorneys for Plaintiff
26 OXENI JUAREZ DE LA CRUZ
27
28

EXHIBIT 4

O'HAGAN MEYER LLP

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Telephone: 213.647.0005

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

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE

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

Plaintiff,

v.

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]

**DECLARATION OF WILLIAM B.
RICHARDS, JR.**

Action Filed: February 26, 2024

FAC Filed: April 29, 2024

Trial Date: None Set

1 I, William B. Richards, Jr., declare as follows:

2 1. I am an attorney duly admitted to practice in the State of California, and an attorney
3 with O'Hagan Meyer LLP, counsel of record for Defendants Laguna Cookie Company Inc. and
4 D.F. Stauffer Biscuit Co., Inc. (collectively, "Defendants") in the above-entitled action. The facts
5 set forth herein are of my own personal knowledge, and if sworn I could and would competently
6 testify thereto.

7 2. I have no knowledge of the existence of any actual or potential conflicts of interest
8 between O'Hagan Meyer LLP and Apex Class Action LLC, the neutral entity the Parties have
9 agreed to appoint to administer the Class Action and PAGA Settlement in this Action.

10 3. I am not aware of any other pending class, representative, or other collective action
11 in any other court in this or any other jurisdiction asserting claims that will be extinguished or
12 adversely affected by the Settlement in this Action.

13 I declare under penalty of perjury under the laws of the State of California that the
14 foregoing is true and correct and that this declaration was executed on August 19, 2025 in the
15 County of San Diego, California.

16
17 
William B. Richards, Jr.

EXHIBIT 5