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

10 **FOR THE COUNTY OF ORANGE**

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

13 Plaintiff,

14 vs.

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

17 Defendants.

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

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

**PLAINTIFF'S SUPPLEMENTAL BRIEF
IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

(Filed concurrently with Supplemental
Declarations and [Amended Proposed] Order)

DATE: April 30, 2026

TIME: 2:00 p.m.

DEPT: CX105

Reservation ID: Per January 8, 2026 Court
Order

Action Filed: February 26, 2024

Trial Date: Not Set

1 TO THE COURT, AND TO ALL PARTIES AND THEIR COUNSEL OF RECORD:
2 Plaintiff Oxeni Juarez De La Cruz (“Plaintiff”) hereby submits the Supplemental Brief in
3 Support of Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement
4 (the “Preliminary Approval Motion”), which addresses each of the Court’s questions and
5 comments in its Tentative Ruling issued at the January 8, 2026 hearing on the Preliminary
6 Approval Motion.

7 The Parties have executed an Amendment to Class Action and PAGA Settlement
8 Agreement (“Executed Amendment”) which is attached to the Supplemental Declaration of
9 William C. Sung as **Exhibit 1**, and further submits a redlined version of the Amendment to Class
10 Action and PAGA Settlement Agreement showing all of the edits to the original terms of the
11 Settlement (“Redlined Amendment”) which is attached to the Supplemental Declaration of
12 William C. Sung as **Exhibit 2**.

13 The Parties have also revised the Class Notice in accordance with the Tentative Ruling, a
14 clean version (“Clean Amended Notice”) is attached to the Supplemental Declaration of William
15 C. Sung as **Exhibit 3**. A redlined version (“Redlined Amended Notice”) showing all of the edits to
16 the original Class Notice is attached to the Supplemental Declaration of William C. Sung as
17 **Exhibit 4**.

18 An itemized cost list is attached to the Supplemental Declaration of William C. Sung as
19 **Exhibit 5**.

20 A redlined version of the Amended Proposed Order Granting Preliminary Approval of
21 Class Action and PAGA Settlement (“Redlined Amended Proposed Order”) showing all edits to
22 the original Proposed Order is attached to the Supplemental Declaration of William C. Sung as
23 **Exhibit 6**. Concurrent with the filing of this Supplemental Brief, Plaintiff has filed the clean
24 version of the Amended Proposed Order Granting Preliminary Approval of Class Action and
25 PAGA Settlement, which is attached to Proposed Order (Cover Sheet), Form EFS-020¹ (the
26

27 ¹ Plaintiff is utilizing Form EFS-020 because it is Plaintiff’s counsel’s understanding that only a Word version of the
28 proposed order can be e-filed with the Orange County Superior Court. Concurrent with the filing of the Clean Amended
Proposed Order, Plaintiff has also e-filed a Word version of the Amended Proposed Order.

1 “Clean Amended Proposed Order”).

2 ***As to the settlement:***

3 1. *The parties should state the estimated high and low individual class and*
4 *PAGA payments.*

5 The estimated high Individual Class Payment is \$1,170.85 (\$165,510 Net Settlement
6 Amount / 18,094 Workweeks x 128 highest Workweeks) and the estimated low Individual
7 Class Payment is \$9.15 (\$165,510 Net Settlement Amount / 18,094 Workweeks x 1 lowest
8 Workweeks. Supplemental Declaration of William C. Sung (“Supp. Sung Decl.”), ¶ 8. The
9 estimated high Individual PAGA Payment is \$36.54 (\$5,000 PAGA penalties to Aggrieved
10 Employees / 17,515 Pay Periods x 128 highest Pay Periods) and the estimated low Individual
11 PAGA Payment is \$0.29 (\$5,000 PAGA penalties / 17,515 Pay Periods x 1 lowest Pay
12 Period). *Ibid.*

13 2. *Plaintiff should state plaintiff’s total compensation anticipated to be received*
14 *(including for any individual claims and excluding any enhancement award).*

15 Plaintiff’s anticipated total compensation include \$446.93 in Individual Class Payment
16 based on 48.86 Workweeks and \$13.95 in Individual PAGA Payment based on 48.86 Pay
17 Periods. Supp. Sung Decl., ¶ 9. Plaintiff does not have any settlement of individual claims with
18 Defendant other than through her requested Service Award in exchange for a general release
19 and Civil Code § 1542 waiver. *Ibid.*

20 3. *The “Released Parties” provision in paragraph 1.40 of the settlement agreement is*
21 *overbroad as it includes unrelated, unidentified and/or ambiguous third parties such as*
22 *“affiliates” and “all of their current, former, and future officers, directors, members, managers,*
23 *employees, consultants, partners, shareholders, joint venturers, agents, predecessors, successors,*
24 *assigns, accountants, insurers, reinsurers, and/or legal representatives.”*

25 The Parties have amended the definition of “Released Parties” to “Defendants and each of
26 their former, present, and future owners, parents, subsidiaries (including Meiji America Inc.),
27 officers, directors, employees, shareholders, and insurers (including Travelers).” See § 1 of
28 Executed and Redlined Amendment, amending ¶ 1.42 of the Agreement; Clean and Redlined

1 Notice at p. 5, § 3.9.

2 4. *The court prefers a 60-day period to submit exclusions, objections and/or*
3 *disputes. Are there unique circumstances here warranting a shorter period? See Settlement*
4 *Agreement ¶ 1.42.*

5 The Parties have amended the terms accordingly. See §§ 2, 4, 5, 6, and 7 of Executed and
6 Redlined Amendment, amending ¶¶ 1.42, 7.4.4, 7.5.1, 7.6, and 7.7.2 of the Agreement.

7 5. *The “Response Deadline” provision in paragraph 1.42 should include disputes.*

8 The Parties have amended the terms accordingly. See § 1 of Executed and Redlined
9 Amendment, amending ¶ 1.42 of the Agreement.

10 6. *The phrase “Aggrieved Employees” should be inserted in the first sentence of*
11 *paragraph 5 after “Class Members” and before “and Class Counsel.”*

12 The Parties have amended the terms accordingly. See § 3 of Executed and Redlined
13 Amendment, amending ¶ 5 of the Agreement.

14 7. *The dispute procedure in paragraph 7.6 should be revised to state: (i) the parties*
15 *shall file with the court all disputes submitted by class members, the evidence submitted, and the*
16 *resolution of the disputes, and (ii) although the settlement administrator may make the initial*
17 *decision regarding claim disputes, the court may review any decision made by the settlement*
18 *administrator regarding a claim dispute. Paragraph 7.8.4 of the settlement agreement and section*
19 *4(3) of the notice should also be revised accordingly.*

20 The Parties have amended the terms accordingly. See §§ 6 and 8 of Executed and Redlined
21 Amendment, amending ¶¶ 7.6 and 7.8.4 of the Agreement; Clean and Redlined Notice at § 4.3.

22 8. *While the court will not determine the amount of attorneys’ fees to be awarded until*
23 *final approval, the court is unlikely to approve attorneys’ fees in excess of 30% of the gross*
24 *settlement amount absent unique circumstances. Plaintiff’s counsel should address in the*
25 *supplemental filing whether any such unique circumstances exist here.*

26 Class Counsel acknowledges no unique circumstances exist here and the requested fee
27 amount has been revised in the Class Notice. See Clean and Redlined Class Notice at § 3.2.A.

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1 9. *Plaintiff's counsel seeks costs not to exceed \$20,000. Plaintiff's counsel should*
2 *provide an itemized list of costs incurred to date. Nonrecoverable items such as postage, mailing*
3 *and legal research charges should not be included.*

4 Class Counsel's costs to date are \$11,925.84. An itemized cost list is attached to the
5 Supplemental Declaration of William C. Sung as **Exhibit 5**.

6 10. *Plaintiff seeks an enhancement award of \$7,500. Plaintiff states that the*
7 *enhancement award is in part for plaintiff's "general release of claims." De La Cruz Decl. (ROA*
8 *57) ¶ 7. An enhancement award is not intended to serve as consideration for the release of*
9 *additional claims, but rather to compensate class representatives for work done on behalf of the*
10 *class, to make up for financial or reputational risk undertaken in bringing the action, and, in some*
11 *circumstances, to recognize their willingness to act as a private attorney general. The court is*
12 *unlikely to approve a settlement that provides an enhancement award in exchange for a general*
13 *release. In addition, while the court will not determine the amount of any enhancement award for*
14 *plaintiff until final approval, the court is unlikely to approve an enhancement award in excess of*
15 *\$5,000 absent unique circumstances. Plaintiff should address in the supplemental filing whether*
16 *any such unique circumstances exist here.*

17 While most proposed class representatives are former employees, Plaintiff was a current
18 employee when this Action was filed and took the risk of being retaliated against by Defendant
19 when she filed this Action. Declaration of Oxeni Jaurez De La Cruz (ROA 57), ¶ 6. Class Counsel
20 submits that this is an unusual circumstance and in light of the risks she took as a current
21 employee and the result she was able to achieve for the Class (i.e., average Individual Class
22 Payments of over \$630 to 245 Class Members), the Court should increase her Service Award by a
23 modest amount from \$5,000 to the requested \$7,500. Supp. Sung Decl., ¶ 10. Class Counsel
24 further requests that the Court authorize Class Notice to be distribute and evaluate whether any
25 Class Member would object to the requested \$7,500 Service Award before deciding on final
26 approval the exact amount of Service Award to approve to Plaintiff. *Ibid.*

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1 *As to the notice:*

2 11. *The notice should be revised consistent with the above.*

3 The Class Notice has been revised consistent with the above. *See generally* Clean and
4 Redlined Notice.

5 12. *As a general observation, the notice should be substantially shortened and*
6 *duplicative language and sections should be removed.*

7 The Class Notice has been shortened and duplicative language removed. *See generally*
8 Clean and Redlined Notice.

9 13. *The following sentence at the top of page 2 should be removed: “You will be deemed*
10 *to have carefully read and understood it.”*

11 The revision has been made to the Class Notice. *See* Clean and Redlined Notice at p. 1.

12 14. *The word “strongly” should be removed in the second paragraph of section 1.*

13 The revision has been made to the Class Notice. *See* Clean and Redlined Notice at § 1.

14 15. *The word “lengthy” should be removed in the second paragraph of section 2.*

15 The revision has been made to the Class Notice. *See* Clean and Redlined Notice at § 2.

16 16. *The last sentence of section 3(2)(A) should be removed.*

17 The revision has been made to the Class Notice. *See* Clean and Redlined Notice at § 3.2.A.

18 17. *The court prefers the notice be accompanied by separate exclusion, objection and*
19 *dispute forms. The notice should refer to and attach the separate forms, and be revised to explain*
20 *their use and to state the methods of submission.*

21 The forms have been added to the Class Notice. *See* Clean Notice at pp. 10-15.

22 18. *The phrase beginning with “for example” in the second paragraph of section 7*
23 *should be removed.*

24 The revision has been made to the Class Notice. *See* Clean and Redlined Notice at § 7.

25 19. *The notice should advise the aggrieved employees that they are bound by the terms*
26 *of the PAGA release even if they do not cash their checks.*

27 The revision has been made to the Class Notice. *See* Clean and Redlined Notice at § 5.2.

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1 20. *Section 9 should state that the judgment will be posted for at least 180 days.*

2 The revision has been made to the Class Notice. *See* Clean and Redlined Notice at § 9.

3 *As to the proposed order (ROA 55):*

4 21. *The proposed order should be revised consistent with the above.*

5 The Amended Proposed Order has been revised consistent with the above. *See* generally
6 Clean and Redlined Amended Proposed Order.

7 22. *Counsel information should be removed from the caption page.*

8 The revisions have been made to the Amended Proposed Order. *See* Clean and Redlined
9 Amended Proposed Order at p. 1.

10 23. *The settlement agreement and any amendments thereto and the notice packet*
11 *(including a certified Spanish-language translation) should be attached as exhibits to the*
12 *proposed order. Paragraph 4 should be revised accordingly.*

13 The revisions have been made and the exhibits added to the Amended Proposed Order.
14 *See* Clean and Redlined Amended Proposed Order at ¶ 6.

15 24. *The proposed order should state the gross settlement amount, the PAGA*
16 *penalties allocation and the not-to-exceed amounts of attorneys' fees, attorney costs, plaintiff's*
17 *enhancement award and settlement administration fees.*

18 The revisions have been made to the Amended Proposed Order. *See* Clean and Redlined
19 Amended Proposed Order at ¶ 1.

20 25. *The proposed order should address the PAGA settlement, including defining the*
21 *Aggrieved Employees and the PAGA Period.*

22 The revisions have been made and the exhibits added to the Amended Proposed Order. *See*
23 Clean and Redlined Amended Proposed Order at ¶¶ 1, 3.

24 26. *In paragraphs 2 and 3, the word "preliminarily" should be inserted before*
25 *"designates."*

26 The revisions have been made and the exhibits added to the Amended Proposed Order.
27 *See* Clean and Redlined Amended Proposed Order at ¶¶ 2, 3.

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1 27. *The court department (CX105) should updated throughout the document,*
2 *e.g., paragraph 10.*

3 The revisions have been made and the exhibits added to the Amended Proposed
4 Order. *See* Clean and Redlined Amended Proposed Order at ¶ 12.

5 28. *The proposed order should include a provision stating: “The court orders the*
6 *parties and the settlement administrator to carry out their duties and obligations in accordance*
7 *with terms of the settlement agreement.”*

8 The revisions have been made and the exhibits added to the Amended Proposed Order.
9 See Clean and Redlined Amended Proposed Order at ¶ 17.

10 *Plaintiff is ordered to provide notice, including to the LWDA, and to file a proof of service.*
11 *Plaintiff must also serve the LWDA with any supplemental brief and any amended settlement*
12 *documents, and file a proof of service.*

13 On March 22, 2026, Plaintiff’s counsel served the LWDA via filing through its online
14 portal at <https://dir.govfa.net/432> (Proposed Settlement of PAGA Case) with the Executed
15 Amendment, the Clean Amended Proposed Order, the Court’s January 8, 2026 Tentative Ruling,
16 and the Supplemental Declarations of William C. Sung and Katie Tran of Apex Class Action
17 LLC. Supp. Sung Decl., ¶ 11, Ex. 7 (LWDA Filing Confirmation). In the Supplemental
18 Declaration of Katie Tran, the Administrator verify the number of Workweeks and concluded
19 that the Escalator Clause in Paragraph 8 of the Agreement has not been triggered. *See*
20 Supplemental Declaration of Katie Tran, ¶¶ 6-7.

21 DATED: March 22, 2026

Respectfully submitted,

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

23
24
25 By:



26 _____
27 William C. Sung
28 Tiffany L. Luu
Attorneys for Plaintiff Oxeni Juarez De La Cruz