

JUSTICE FOR WORKERS, P.C.
William C. Sung SB# 280792
E-Mail: william@justiceforworkers.com
Tiffany L. Luu SB# 335127
E-Mail: tluu@justiceforworkers.com
Joseph C. Ramli SB# 339491
E-Mail: jramli@justiceforworkers.com
3600 Wilshire Boulevard, Suite 1815
Los Angeles, CA 90010
Tel: 323-922-2000
Fax: 323-922-2000
Attorneys for Plaintiff OXENI JUAREZ DE LA CRUZ

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

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

Plaintiff,

vs.

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

Defendants.

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

[Assigned for All Purposes to:
Hon. Melissa R. McCormick, Dept. CX104]

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

(Filed concurrently with Supplemental
Brief; Supporting 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 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 2. Enclosed as **Exhibit 1** is a true and correct copy of the executed Amendment to
8 Class Action and PAGA Settlement Agreement (“Executed Amendment”).

9 3. Enclosed as **Exhibit 2** is a true and correct copy of the redlined Amendment to Class
10 Action and PAGA Settlement Agreement (“Redlined Amendment”) showing all of the edits to the
11 original terms of the Settlement being amended.

12 4. Enclosed as **Exhibit 3** is a true and correct copy of the clean, revised Class Notice
13 (“Clean Amended Notice”) in accordance with the Tentative Ruling.

14 5. Enclosed as **Exhibit 4** is a true and correct copy of the redlined, revised Class Notice
15 (“Redlined Amended Notice”) showing all of the edits to the original Class Notice.

16 6. Enclosed as **Exhibit 5** is a true and correct copy of Class Counsel’s itemized cost
17 list.

18 7. Enclosed as **Exhibit 6** is a true and correct copy of the redlined, revised Amended
19 Proposed Order Granting Preliminary Approval of Class Action and PAGA Settlement (“Redlined
20 Amended Proposed Order”) showing all edits to the original Proposed Order. Concurrent with the
21 filing of this Supplemental Declaration, Plaintiff has filed the clean version of the Amended
22 Proposed Order Granting Preliminary Approval of Class Action and PAGA Settlement, which is
23 attached to Proposed Order (Cover Sheet), Form EFS-020.

24 8. The estimated high Individual Class Payment is \$1,170.85 (\$165,510 Net Settlement
25 Amount / 18,094 Workweeks x 128 highest Workweeks) and the estimated low Individual Class
26 Payment is \$9.15 (\$165,510 Net Settlement Amount / 18,094 Workweeks x 1 lowest Workweeks.
27 Supplemental Declaration of William C. Sung (“Supp. Sung Decl.”), ¶ 8. The estimated high
28 Individual PAGA Payment is \$36.54 (\$5,000 PAGA penalties to Aggrieved Employees / 17,515

1 Pay Periods x 128 highest Pay Periods) and the estimated low Individual PAGA Payment is \$0.29
2 (\$5,000 PAGA penalties / 17,515 Pay Periods x 1 lowest Pay Period).

3 9. Plaintiff's anticipated total compensation include \$446.93 in Individual Class
4 Payment based on 48.86 Workweeks and \$13.95 in Individual PAGA Payment based on 48.86 Pay
5 Periods. Plaintiff does not have any settlement of individual claims with Defendant other than
6 through her requested Service Award in exchange for a general release and Civil Code § 1542
7 waiver.

8 10. Class Counsel submits that this is an unusual circumstance and in light of the risks
9 she took as a current employee and the result she was able to achieve for the Class (i.e., average
10 Individual Class Payments of over \$630 to 245 Class Members), the Court should increase her
11 Service Award by a modest amount from \$5,000 to the requested \$7,500. Class Counsel further
12 requests that the Court authorize Class Notice to be distribute and evaluate whether any Class
13 Member would object to the requested \$7,500 Service Award before deciding on final approval the
14 exact amount of Service Award to approve to Plaintiff.

15 11. On March 22, 2026, Plaintiff's counsel served the LWDA via filing through its
16 online portal at <https://dir.govfa.net/432> (Proposed Settlement of PAGA Case) with the Executed
17 Amendment, the Clean Amended Proposed Order, the Court's January 8, 2026 Tentative Ruling,
18 and the Supplemental Declarations of William C. Sung and Katie Tran of Apex Class Action LLC.
19 Enclosed as **Exhibit 7** is a true and correct copy of the LWDA filing confirmation.

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

22 Executed on March 22, 2026 at Los Angeles, California.

23
24 

25 _____
26 William C. Sung
27
28

EXHIBIT 1

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

William C. Sung SB# 280792

2 E-Mail: william@justiceforworkers.com

3 Tiffany L. Luu SB# 335127

E-Mail: tluu@justiceforworkers.com

4 Joseph C. Ramili SB# 339491

E-Mail: jramli@justiceforworkers.com

5 3600 Wilshire Boulevard, Suite 1815

Los Angeles, CA 90010

6 Tel: 323-922-2000

7 Fax: 323-922-2000

8 Attorneys for Plaintiff OXENI JUAREZ DE LA CRUZ

9 **O'HAGAN MEYER LLP**

KATHERINE C. DEN BLEYKER (SBN: 257187)

10 Email: kdenbleyker@ohaganmeyer.com

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

Email: wrichards@ohaganmeyer.com

12 KYLE W. THOMPSON (SBN: 343571)

Email: kthompson@ohaganmeyer.com

13 550 S. Hope Street, Suite 2400

Los Angeles, California 90071

14 Telephone: 213.647.0005

15 Fax: 213.647.1799

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

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

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

21 Plaintiff,

22 vs.

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

27 Defendants.

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

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

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

Action Filed: February 26, 2024

FAC Filed: April 29, 2024

Trial Date: Not Set

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

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

7 **RECITALS**

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

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

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

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

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

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

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

22
23
24
25 ///
26 ///
27 ///
28 ///

AMENDMENTS TO THE AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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1 PLAINTIFF:

2 Dated: 02 / 09 / 2026

OXENI JUAREZ DE LA CRUZ


Oxeni Juarez De La Cruz
Plaintiff and Class Representative

4 DEFENDANT:

5 Dated: 2 / 6 / 2026

LAGUNA COOKIE COMPANY INC.

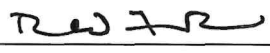

By: Ronald Fink

8 Title: COO

9 DEFENDANT:

10 Dated: 2 / 6 / 2026

D.F. STAUFFER BISCUIT CO., INC.


By: Ronald Fink

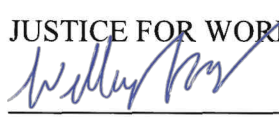
12 Title: COO

14 APPROVED AS TO FORM BY COUNSEL

15 CLASS COUNSEL:

16 Dated: February 6, 2026

JUSTICE FOR WORKERS, P.C.


William C. Sung
Attorneys for Plaintiff

18 DEFENSE COUNSEL:

20 Dated: February 6, 2026

O'HAGAN MEYER LLP


William B. Richards, Jr.
Attorneys for Defendants

EXHIBIT 2

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

William C. Sung SB# 280792

2 E-Mail: william@justiceforworkers.com

3 Tiffany L. Luu SB# 335127

E-Mail: tluu@justiceforworkers.com

4 Joseph C. Ramili SB# 339491

E-Mail: jramli@justiceforworkers.com

5 3600 Wilshire Boulevard, Suite 1815

Los Angeles, CA 90010

6 Tel: 323-922-2000

7 Fax: 323-922-2000

8 Attorneys for Plaintiff OXENI JUAREZ DE LA CRUZ

9 **O'HAGAN MEYER LLP**

KATHERINE C. DEN BLEYKER (SBN: 257187)

10 Email: kdenbleyker@ohaganmeyer.com

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

Email: wrichards@ohaganmeyer.com

12 KYLE W. THOMPSON (SBN: 343571)

Email: kthompson@ohaganmeyer.com

13 550 S. Hope Street, Suite 2400

Los Angeles, California 90071

14 Telephone: 213.647.0005

15 Fax: 213.647.1799

16 Attorneys for Defendants LAGUNA COOKIE COMPANY INC.

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

18 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

19 **FOR THE COUNTY OF ORANGE**

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23 vs.

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

[Assigned for All Purposes to:
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**AMENDMENT TO CLASS ACTION AND
PAGA SETTLEMENT AGREEMENT**

Action Filed: February 26, 2024

FAC Filed: April 29, 2024

Trial Date: Not Set

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

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

7 **RECITALS**

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

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

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

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

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

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

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

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28 ///

AMENDMENTS TO THE AGREEMENT

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

1.40 “Released Parties” means Defendants and each of their former, present, and future owners, parents, ~~and~~ subsidiaries (including Meiji America Inc.), officers, directors, employees, shareholders, and its insurers (including 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 (including Travelers), reinsurers, and/or legal representatives. If the Court orders further modifications to the definition of Released Parties, the Parties agree to adopt said modifications without the need to enter into another amendment and to include the modified definition of Released Parties in the proposed class notice and the proposed judgment and order granting final approval of class action and PAGA settlement.

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

1.42 “Response Deadline” means 6045 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; or (c) fax, email, or mail challenges to calculations of Workweeks and/or Pay Periods. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 days beyond the Response Deadline has expired.

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

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

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

7.4.4 The deadlines for Class Members’ written objections, challenges to Workweeks and/or Pay Periods and Requests for Exclusion will be extended an additional 14 days beyond the 6045 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

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

7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class portion of the Settlement must send the Administrator, by fax, email, or mail, a signed

1 written Request for Exclusion not later than 6045 days after the Administrator mails
2 the Class Notice (plus an additional 14 days for Class Members whose Class Notice
3 is re-mailed). A Request for Exclusion is a letter from a Class Member or
4 his/her/their representative that reasonably communicates the Class Member's
5 election to be excluded from the Class portion of the Settlement and includes the
6 Class Member's name, address, and email address or telephone number. To be valid,
7 a Request for Exclusion must be timely faxed, emailed, or postmarked by the
8 Response Deadline.

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

7.6 Challenges to Calculation of Workweeks. Each Class Member shall have 6045
8 days after the Administrator mails the Class Notice (plus an additional 14 days for
9 Class Members whose Class Notice is re-mailed) to challenge the number of Class
10 Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the
11 Class Notice. The Class Member may challenge the allocation by communicating
12 with the Administrator via fax, email, or mail. The Administrator must encourage the
13 challenging Class Member to submit supporting documentation. In the absence of
14 any contrary documentation, the Administrator is entitled to presume that the
15 Workweeks contained in the Class Notice are correct so long as they are consistent
16 with the Class Data. Although the Administrator may make the initial decision
17 regarding challenges to calculations of Workweeks and/or Pay Periods, the Court
18 may review any decisions made by the Administrator. The Administrator's
19 determination of each Class Member's allocation of Workweeks and/or Pay Periods
20 shall be final and not appealable or otherwise susceptible to challenge. The
21 Administrator Parties shall promptly provide file with the Court copies of all
22 challenges to calculation of Workweeks and/or Pay Periods submitted by Class
23 Members, the evidence submitted, to Defense Counsel and Class Counsel and the
24 Administrator's determination resolution of the challenges.

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

7.7.2 Participating Class Members may send written objections to the Administrator,
20 by fax, email, or mail. In the alternative, Participating Class Members may appear in
21 Court (or hire an attorney to appear in Court) to present verbal objections at the Final
22 Approval Hearing. A Participating Class Member who elects to send a written
23 objection to the Administrator must do so not later than 6045 days after the
24 Administrator's mailing of the Class Notice (plus an additional 14 days for Class
25 Members whose Class Notice was re-mailed).

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

7.8.4 Workweek and/or Pay Period Challenges. Although tThe Administrator has the
26 authority to address and make final-initial decisions consistent with the terms of this
27 Agreement on all Class Member challenges over the calculation of Workweeks
28 and/or Pay Periods, the Court may review any decisions made by the Administrator.
The Administrator shall promptly provide copies of all challenges to calculation of

Workweeks and/or Pay Periods to Defense Counsel and Class Counsel, the evidence submitted, and the Administrator's determination of the challenges, all of which the Parties shall file with the Court. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

///

///

PLAINTIFF:

OXENI JUAREZ DE LA CRUZ

Dated: _____

Oxeni Juarez De La Cruz
Plaintiff and Class Representative

DEFENDANT:

LAGUNA COOKIE COMPANY INC.

Dated: _____

By: _____

Title: _____

DEFENDANT:

D.F. STAUFFER BISCUIT CO., INC.

Dated: _____

By: _____

Title: _____

APPROVED AS TO FORM BY COUNSEL

CLASS COUNSEL:

JUSTICE FOR WORKERS, P.C.

Dated: _____

William C. Sung
Attorneys for Plaintiff

DEFENSE COUNSEL:

O'HAGAN MEYER LLP

Dated: _____

William B. Richards, Jr.
Attorneys for Defendants

EXHIBIT 3

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

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

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

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

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

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

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

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

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

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

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment. In exchange, you will give up your right to assert the wage and hour claims against Defendants that are covered by this Settlement.
You Can Opt-Out of the Class Settlement but not the PAGA Settlement Written Requests for Exclusion Must be Submitted [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. 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 them reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the [REDACTED] Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [REDACTED] at [REDACTED]. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone, or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.

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

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

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

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

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

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

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

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

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

2. Requested Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court:
 - A. Up to 30% of the Gross Settlement (currently estimated to be \$94,500.00) to Class Counsel for attorneys' fees and up to \$20,000.00 for their litigation expenses.
 - B. Up to \$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 that you wish to opt-out by sending a signed Request for Exclusion by the Response Deadline. See Section 6 of this Notice. Excluded Class Members ("Non-Participating Class Members") will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendants.

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

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

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

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

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

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

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

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

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

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

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

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

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

Although the Administrator may make the initial decision regarding challenges to calculations of Workweeks and/or Pay Periods, the Court may review any decisions made by the Administrator. The Parties will file with the Court copies of all challenges by Class Members, the evidence submitted, and the Administrator's resolution of the challenges.

5. HOW WILL I GET PAID?

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

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

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

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

7. HOW DO I OBJECT TO THE SETTLEMENT?

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

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

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

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

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

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

9. HOW CAN I GET MORE INFORMATION?

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

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

Class Counsel:

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

Settlement Administrator:

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

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

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

11. WHAT IF I CHANGE MY ADDRESS?

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

REQUEST FOR EXCLUSION FORM

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

IF YOU WANT TO BE INCLUDED IN THIS CLASS ACTION SETTLEMENT AND RECEIVE AN INDIVIDUAL CLASS SETTLEMENT PAYMENT, DO NOT FILL OUT THIS FORM.

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

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

Address
City, State, Zip Code
Email:
Telephone:
Fax:

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

If you are entitled to receive a share of the PAGA Payment, you will receive your individual PAGA settlement payment even if you elect to exclude yourself from the class action portion of the Settlement. The “Aggrieved Employees” who are entitled to receive a share of the PAGA Payment are those who meet the following definition: all individuals who were employed by Laguna Cookie Company Inc. and/or D.F. Stauffer Biscuit Co., Inc. (“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 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.

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

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

Your Name: _____
Street Address: _____
City, State, Zip Code: _____
Telephone Number, Including Area Code: _____
Email Address: _____

Last four digits of Social Security Number: XXX-XX-_____

Approximate Dates of Employment: _____

Date: _____

Signature: _____

OBJECTION FORM

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

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

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

Address
City, State, Zip Code
Email:
Telephone:
Fax:

If you choose, you may object to the proposed Settlement. The Court will consider your objection before deciding whether to grant final approval of the Class Action Settlement. By objecting, you are requesting that the Court *not* grant final approval of Settlement. If you are concerned that the settlement terms are unfair, you may submit an objection for the Court's review. The Court may or may not agree with your objection. Objecting to the Settlement will not exclude you from the Settlement, and if the Court grants final approval to the Settlement, you will get your individual class settlement payment and the release of claims will apply to you.

If you wish to object to the Settlement, you may complete this Objection form and state the basis for your objection, or you may write your objection in any other written format you choose. Alternatively, you may appear at the Final Approval Hearing and make your objection to the Court regardless of whether you submit a written objection. Send the completed Objection form or other written statement, along with legal briefs or other documents that support your objection, if any, by sending it to the Settlement Administrator no later than [DATE].

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

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

CHALLENGE TO WORKWEEKS AND/OR PAY PERIODS FORM

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

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

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

Address
City, State, Zip Code
Email:
Telephone:
Fax:

Based on the records of Laguna Cookie Company Inc. and D.F. Stauffer Biscuit Co., Inc. (“Defendants”), the accompanying Settlement Notice includes: (1) the estimated number of Workweeks that you were employed by Defendants as an hourly, nonexempt direct-hire employee in California during the Class Period (April 9, 2023 through September 20, 2025); and (2) the estimated number of Pay Periods that you were employed by Defendants as an hourly, nonexempt direct-hire employee in California during the PAGA Period (April 9, 2023 through September 20, 2025). The Settlement 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/PAGA Period. Workweeks and Pay Periods are based on hire dates and, where applicable, separation dates, re-hire dates, dates of any periods of leave, and dates of any transition between non-exempt and exempt status.

If you believe that you worked more during the Class/PAGA Period, send the completed Challenge to Workweeks and/or Pay Periods form, along with any documents that support your challenge, if any, by sending it to the Settlement Administrator no later than [DATE]. You need to support your challenge by sending copies of pay stubs or other records. The Settlement Administrator is entitled to presume that the number of credited Workweeks and Pay Periods contained in the Settlement Notice are correct 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.

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

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

EXHIBIT 4

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

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

The Superior Court for the State of California authorized this ~~Notice 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 signed written Request for Exclusion ~~or otherwise notifying to~~ 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.
You Can Opt-Out of the Class Settlement but not the PAGA Settlement <u>Written Requests for Exclusion Must be Submitted</u> ~~The Opt-Out Deadline is~~ 	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~~ <u>them</u> 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~~ <u>may</u> 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 ~~or 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 ~~or 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 ~~30%-33^{1/3}%~~ of the Gross Settlement (currently estimated to be ~~\$105,000~~\$94,500.00) 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 by. ~~The easiest way to notify the Administrator is to sending a written and signed Request for Exclusion by the [REDACTED] Response Deadline. See Section 6 of this Notice. 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 ~~(including Meiji America Inc.), and affiliates, and all of their current, former, and future~~ officers, directors, ~~members, managers,~~ employees, ~~consultants, partners,~~ shareholders, ~~joint venturers, agents, predecessors, successors, assigns, and accountants,~~ insurers ~~(including Travelers), 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]. If you wish to challenge the number of qualifying Workweeks and/or Pay Periods credited to you, complete, date, sign, and send to the Administrator (by fax, email, or mail) the accompanying Challenge to Workweeks and/or Pay Periods Form. Be sure to include your full name, address, telephone number and/or email address, approximate dates of employment for Defendants, and the last four digits of your social security number for verification purposes. To be valid, your signed Challenge to Workweeks and/or Pay Periods must be timely faxed, emailed, or postmarked no later than [REDACTED]. You 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 Defendants' calculation of qualifying Workweeks and/or Pay Periods based on Defendants' records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendants' Counsel.

Although the Administrator may make the initial decision regarding challenges to calculations of Workweeks and/or Pay Periods, the Court may review any decisions made by the Administrator. The Administrator Parties will promptly provide file with the Court copies of all challenges by Class Members, the evidence submitted, to Defense Counsel and Class Counsel and the Administrator's determination-resolution of the challenges. 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). Aggrieved Employees will be bound by the terms of the PAGA release even if they do not cash their checks.

Your check will be sent to the same address as this Notice 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?

To exclude yourself from (opt-out of) the class portion of the Settlement, complete, date, sign, and send to the Administrator (by fax, email, or mail) the accompanying Request for Exclusion Form. 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 and/or email address, approximate dates of employment for Defendants, and the last four digits of your social security number for verification purposes). You must make the Rrequest yourself. If someone else makes the Rrequest for you, it will not be valid. **To be valid, your signed Request for Exclusion must be timely faxed, emailed, or postmarked no later than** [REDACTED]. **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 court 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 states (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 or 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.~~ To object to the Settlement, complete, date, sign, and send to the Administrator (by fax, email, or mail) the accompanying Objection Form. 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 to 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 full name, current address, telephone number and/or email address, and approximate dates of employment for Defendants, and the last four digits of your social security number for verification purposes ~~sign the objection.~~ To be valid, your signed Objection must be timely faxed, emailed, or postmarked no later than [REDACTED]. ~~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]. The Judgment will be posted for at least 180 days. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<https://www.occourts.org/online-services/case-access>) and entering the Case Number for the Action, Case No. 30-2024-01381818-CU-OE-CXC.

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

Class Counsel:

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

Settlement Administrator:

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

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

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

11. WHAT IF I CHANGE MY ADDRESS?

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

REQUEST FOR EXCLUSION FORM

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

IF YOU WANT TO BE INCLUDED IN THIS CLASS ACTION SETTLEMENT AND RECEIVE AN INDIVIDUAL CLASS SETTLEMENT PAYMENT, DO NOT FILL OUT THIS FORM.

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

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

Address
City, State, Zip Code
Email
Telephone
Fax

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

If you are entitled to receive a share of the PAGA Payment, you will receive your individual PAGA settlement payment even if you elect to exclude yourself from the class action portion of the Settlement. The “Aggrieved Employees” who are entitled to receive a share of the PAGA Payment are those who meet the following definition: all individuals who were employed by Laguna Cookie Company Inc. and/or D.F. Stauffer Biscuit Co., Inc. (“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 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.

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

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

Your Name: _____

Street Address: _____

City, State, Zip Code: _____

Telephone Number, Including Area Code: _____

Email Address: _____

Last four digits of Social Security Number: XXX-XX-

Approximate Dates of Employment:

Date:

Signature:

OBJECTION FORM

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

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

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

Address:
City, State, Zip Code:
Email:
Telephone:
Fax:

If you choose, you may object to the proposed Settlement. The Court will consider your objection before deciding whether to grant final approval of the Class Action Settlement. By objecting, you are requesting that the Court *not* grant final approval of Settlement. If you are concerned that the settlement terms are unfair, you may submit an objection for the Court's review. The Court may or may not agree with your objection. Objecting to the Settlement will not exclude you from the Settlement, and if the Court grants final approval to the Settlement, you will get your individual class settlement payment and the release of claims will apply to you.

If you wish to object to the Settlement, you may complete this Objection form and state the basis for your objection, or you may write your objection in any other written format you choose. Alternatively, you may appear at the Final Approval Hearing and make your objection to the Court regardless of whether you submit a written objection. Send the completed Objection form or other written statement, along with legal briefs or other documents that support your objection, if any, by sending it to the Settlement Administrator no later than [DATE].

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

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

CHALLENGE TO WORKWEEKS AND/OR PAY PERIODS FORM

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

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

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

Address:
City, State, Zip Code:
Email:
Telephone:
Fax:

Based on the records of Laguna Cookie Company Inc. and D.F. Stauffer Biscuit Co., Inc. (“Defendants”), the accompanying Settlement Notice includes: (1) the estimated number of Workweeks that you were employed by Defendants as an hourly, nonexempt direct-hire employee in California during the Class Period (April 9, 2023 through September 20, 2025); and (2) the estimated number of Pay Periods that you were employed by Defendants as an hourly, nonexempt direct-hire employee in California during the PAGA Period (April 9, 2023 through September 20, 2025). The Settlement 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/PAGA Period. Workweeks and Pay Periods are based on hire dates and, where applicable, separation dates, re-hire dates, dates of any periods of leave, and dates of any transition between non-exempt and exempt status.

If you believe that you worked more during the Class/PAGA Period, send the completed Challenge to Workweeks and/or Pay Periods form, along with any documents that support your challenge, if any, by sending it to the Settlement Administrator no later than [DATE]. You need to support your challenge by sending copies of pay stubs or other records. The Settlement Administrator is entitled to presume that the number of credited Workweeks and Pay Periods contained in the Settlement Notice are correct 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.

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

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

EXHIBIT 5



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

Date	Description of Cost Item	Invoice #	Amount
2/22/24	LWDA Filing Fee for Initial PAGA Notice	LWDA-CM-1012665-24	\$75.00
2/28/24	e-Filing, Initial Appearance, and Complex Filing Fees for Complaint	9153290	\$1,490.62
5/6/24	e-Filing Fee for First Amended Complaint	9553252	\$12.57
5/8/24	Service of Process Fee to Serve Def. Laguna Cookie Company Inc.	9553283-01	\$92.70
5/8/24	Service of Process Fee to Serve Def. D.F. Stauffer Biscuit Co., Inc.	9553283-02	\$41.20
5/8/24	e-Filing Fee for Proof of Personal Service	9612250	\$12.57
5/17/24	Service of Process Fee to Serve Def. D.F. Stauffer Biscuit Co., Inc.	9650966	\$92.70
5/17/24	e-Filing Fee for Proof of Substitute Service	9671672	\$12.57
6/12/24	e-Filing Fee for Joint Initial Case Management Conference Statement	9820375	\$12.57
6/13/24	Service of Process Fee to Serve Def.	9820375A	\$154.50
9/19/24	e-Filing Fee for Joint Case Management Conference Statement	10426144	\$12.57
1/16/25	e-File Fee for Joint Status Conference Statement	11137529	\$12.57
6/30/25	Expert Data Analyst Fee	1623	\$750.00
7/2/25	e-Filing Fee for Joint Stipulation to Continue Status Conference	12339056	\$33.17
7/22/25	Plaintiff's Share of Mediation Fee	110388	\$9,000.00
9/4/25	e-Filing Fee for Joint Stipulation to Continue Status Conference	12799494	\$33.17
12/5/25	e-Filing Fee for Motion for Preliminary Approval	13512028	\$74.73
12/9/25	e-Filing Fee for Joint Stipulation to Continue Status Conference	13523041	\$12.63
		TOTAL	\$11,925.84

EXHIBIT 6

1 ~~JUSTICE FOR WORKERS, P.C.~~
William C. Sung SB# 280792
2 ~~E-Mail: william@justiceforworkers.com~~
Tiffany L. Luu SB# 335127
3 ~~E-Mail: tluu@justiceforworkers.com~~
Joseph C. Ramli SB# 339491
4 ~~E-Mail: jramli@justiceforworkers.com~~
3600 Wilshire Boulevard, Suite 1815
5 Los Angeles, CA 90010
6 Tel: 323-922-2000
Fax: 323-922-2000
7 Attorneys for Plaintiff OXENI JUAREZ DE LA CRUZ

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15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
16 **FOR THE COUNTY OF ORANGE**
17

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

20 Plaintiff,

21 vs.

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

25 Defendants.
26
27
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Case No.: 30-2024-01381818-CU-OE-CXC

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

**(AMENDED) PROPOSED) ORDER
GRANTING PRELIMINARY
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

DATE: January 8 April 30, 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

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1 The Motion of Plaintiff Oxeni Juarez De La Cruz (“Plaintiff”) for Preliminary Approval of
2 Class Action and PAGA Settlement came on regularly for hearing before this Court. This Court,
3 having considered the proposed Class Action and PAGA Settlement Agreement (the “Agreement”)
4 attached to the Declaration of William C. Sung (and attached hereto as Exhibit 1) and the
5 Amendment to Class Action and PAGA Settlement Agreement (the “Amendment”) attached to the
6 Supplemental Declaration of William C. Sung (and attached hereto as Exhibit 2)~~filed concurrently~~
7 ~~herein~~; having considered Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA
8 Settlement, Memorandum of Points and Authorities, and Supplemental Brief in support thereof, and
9 supporting declarations filed therewith; and good cause appearing, HEREBY ORDERS THE
10 FOLLOWING:

11 1. The Court GRANTS preliminary approval of the class action and PAGA settlement
12 as set forth in the Agreement and Amendment Settlement and finds its terms to be within the range
13 of reasonableness of a settlement that ultimately could be granted approval by the Court at a Final
14 Approval Hearing. Under the terms of the Settlement, Defendants have agreed to pay a total of
15 \$315,000.00 as the Gross Settlement Amount, and to separately pay employer payroll taxes owed
16 on the Wage Portions of the Individual Class Payments. The Net Settlement Amount means the
17 Gross Settlement Amount less the following payments in the amounts to be approved by the Court
18 at Final Approval: (1) PAGA Penalties in the amount of \$20,000.00, allocated 75% (\$15,000.00) to
19 the California Labor and Workforce Development Agency (“LWDA”) and 25% (\$5,000.00)
20 allocated to Aggrieved Employees as Individual PAGA Payments; (2) a Class Counsel Fees
21 Payment of not more than 30% of the Gross Settlement Amount which is \$94,500.00; (3) a Class
22 Counsel Litigation Expenses Payment of not more than \$20,000.00; (4) a Class Representative
23 Service Payment to Plaintiff of not more than \$7,500.00; and (5) an Administration Expenses
24 Payment to the Administrator to not exceed \$7,490.00. The remainder is to be paid to Participating
25 Class Members as Individual Class Payments.

26 ~~1.2.~~ For purposes of the Settlement, the Court finds that the proposed Class is
27 ascertainable and that there is a sufficiently well-defined community of interest among the members
28 of the Class in questions of law and fact. Therefore, for settlement purposes only, the Court grants

1 conditional certification of the following Class:

2 All individuals who were employed by Defendants Laguna Cookie Company Inc.
3 and D.F. Stauffer Biscuit Co., Inc. (“Defendants”) as hourly, nonexempt direct-hire
4 employees in California at any time during the Class Period of April 9, 2023 through
5 September 20, 2025. The Class expressly excludes any employees placed to work at
6 Defendants’ facility through a staffing agency, and who were not otherwise directly
7 employed by Defendants at any time during the Class Period.

8 3. With regard to the PAGA Settlement, Aggrieved Employees means:

9 All individuals who were employed by Defendants Laguna Cookie Company Inc.
10 and D.F. Stauffer Biscuit Co., Inc. (“Defendants”) as hourly, nonexempt direct-hire
11 employees in California at any time during the PAGA Period of April 9, 2023
12 through September 20, 2025. Aggrieved Employees expressly excludes any
13 employees placed to work at Defendants’ facility through a staffing agency, and who
14 were not otherwise directly employed by Defendants at any time during the PAGA
15 Period.

16 2.4. For purposes of the Settlement, the Court preliminarily designates named Plaintiff
17 Oxeni Juarez De La Cruz as Class Representative and William C. Sung and Tiffany L. Luu of
18 Justice for Workers, P.C. as Class Counsel.

19 3.5. The Court preliminarily designates Apex Class Action, LLC as the third-party
20 Administrator for mailing notices.

21 —The Court approves, as to form and content, the Court Approved Notice of Class
22 Action and PAGA Settlement and Hearing Date for Final Court Approval (the “Class Notice”),
23 attached as Exhibit A-3 to the Supplemental Declaration of William C. S. Sung. Attached hereto as
24 Exhibit 1 is a copy of the Agreement. Attached hereto as Exhibit 2 is a copy of the Amendment.
25 Attached hereto as Exhibit 3 is a copy of the notice packet (in both English and certified Spanish-
26 language translation), which includes the Class Notice, Request for Exclusion Form, Objection
27 Form, and Challenge to Workweeks and/or Pay Periods Form (collectively, the “Class Notice
28 Packet”).

4.6. ~~+++~~

5.7. The Court finds that the form of notice to the Class regarding the pendency of the
action and of the Settlement, and the methods of giving notice to Class Members, constitute the best
notice practicable under the circumstances, and constitute valid, due, and sufficient notice to all of
the Class Members. The form and method of giving notice complies fully with the requirements of

1 California Code of Civil Procedure section 382, California Civil Code section 1781, California
2 Rules of Court 3.766 and 3.769, the California and United States Constitutions, and other applicable
3 law.

4 ~~6-8.~~ The Court further approves the procedures for the Class Members to opt out of the
5 Class Settlement, or object to the Class Settlement, or challenge the calculation of their qualifying
6 workweeks and/or pay periods, as set forth in the Class Notice Packets.

7 ~~7-9.~~ The procedures and requirements for filing objections in connection with the Final
8 Approval Hearing are intended to ensure the efficient administration of justice and the orderly
9 presentation of any Class Member's objection to the Class Settlement in accordance with the due
10 process rights of all members of the Class.

11 ~~8-10.~~ The Court directs the Administrator to mail the Class Notice Packets to Class
12 Members in accordance with the terms of the Settlement.

13 ~~9-11.~~ The Class Notice shall provide at least ~~forty-fivesixty (6045)~~ calendar days' notice
14 for Class Members to opt out of the Class Settlement, or object to, the Class Settlement, or
15 challenge the calculation of their qualifying workweeks and/or pay periods.

16 ~~10-12.~~ The Final Approval Hearing on the question of whether the Settlement should be
17 finally approved as fair, reasonable, and adequate is scheduled in Department CX10~~5~~4 of this Court,
18 located at Civil Complex Center 751 West Santa Ana Blvd., Santa Ana, CA 92701 on ~~May~~
19 ~~22~~August 31, 2026 at 2:00 p.m.

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

27 ~~11-13.~~ ~~###~~

28 ~~12-14.~~ Counsel for the parties shall file memoranda, declarations, or other statements and

1 materials in support of their request for final approval of the Settlement, attorneys' fees, litigation
2 expenses, Plaintiff's service award, payment to the LWDA and Aggrieved Employees, and
3 settlement administration costs, no later than 16 court days prior to the Final Approval Hearing.

4 ~~13.15.~~ An implementation schedule is below:

Event	Date
Defendants to provide the Administrator with the Class Data	Within 15 calendar days after entry of this Order
Administrator to mail the Class Notice	Within 14 calendar days after receiving the Class Data from Defendants
Response Deadline for Class Members	Within ~~60~~ 45 calendar days after the Administrator mails the Class Notice (extended by 14 calendar days for any re-mailed initial Class Notices)
Last Day to File a Motion for Final Approval of Class Action and PAGA Settlement	At least 16 court days before the Final Approval Hearing:
Final Approval Hearing	~~May 22~~ August 31, 2026 at 2:00 p.m.

14 ~~14.16.~~ Pending the Final Approval Hearing, all proceedings in this Action, other than
15 proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this
16 Order, are stayed. The Court retains jurisdiction to enforce the Settlement pursuant to Code of Civil
17 Procedure § 664.6.

18 ~~15.17.~~ The Court orders the Parties and the Administrator to carry out their duties and
19 obligations in accordance with terms of the Agreement, Amendment, and this Order.

20 **IT IS SO ORDERED.**

21
22 DATED: _____, 2026

23 Hon. Melissa R. McCormick
24 Judge of the Superior Court
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EXHIBIT 7