

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

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7 Attorneys for Plaintiff OXENI JUAREZ DE LA CRUZ

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

10 **FOR THE COUNTY OF ORANGE**

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

13
14 Plaintiff,

15 vs.

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

18
19 Defendants.

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

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

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

(Filed concurrently with Supplemental Brief
and Supporting Declarations; and [Second
Amended Proposed] Order)

DATE: September 10, 2026

TIME: 2:00 p.m.

DEPT: CX105

Reservation ID: Per April 30, 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 Second Amendment
8 to Class Action and PAGA Settlement Agreement (“Second Amendment”).

9 3. Enclosed as **Exhibit 2** is a true and correct copy of the redlined Second Amendment
10 showing all of the edits to the terms of the Settlement being amended.

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

13 5. Enclosed as **Exhibit 4** is a true and correct copy of the redlined Second Amended
14 Notice showing all of the edits to the Class Notice.

15 6. Enclosed as **Exhibit 5** is a true and correct copy of the redlined, revised Second
16 Amended Proposed Order Granting Preliminary Approval of Class Action and PAGA Settlement
17 (“Second Amended Proposed Order”) showing all edits to the Amended Proposed Order.

18 Concurrent with the filing of this Supplemental Declaration, Plaintiff has filed the clean version of
19 the Second Amended Proposed Order with all exhibits ordered by the Court, which is attached to
20 Proposed Order (Cover Sheet), Form EFS-020.

21 7. On August 17, 2026, Plaintiff’s counsel served the LWDA via filing through its
22 online portal at <https://dir.govfa.net/432> (Proposed Settlement of PAGA Case) with the executed
23 Second Amendment, the Second Amended Proposed Order, the Court’s April 30, 2026 Tentative
24 Ruling, the Second Supplemental Declaration of William C. Sung, and Declaration of Ron Fink.
25 Enclosed as **Exhibit 6** is a true and correct copy of the LWDA filing confirmation.

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

3 Executed on August 17, 2026 at Los Angeles, California.

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6 _____
William C. Sung

EXHIBIT 1

JUSTICE FOR WORKERS, P.C.

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Attorneys for Plaintiff OXENI JUAREZ DE LA CRUZ

O'HAGAN MEYER LLP

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Fax: 213.647.1799

Attorneys for Defendants LAGUNA COOKIE COMPANY INC.

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

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

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

Plaintiff,

vs.

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

Defendants.

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

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

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

Action Filed: February 26, 2024

FAC Filed: April 29, 2024

Trial Date: Not Set

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

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

8 **RECITALS**

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

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

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

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

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

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

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

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

25 ///

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1 **AMENDMENTS TO THE AGREEMENT**

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

3 1.40 "Released Parties" means Defendants and each of their former, present, and
4 future owners, parents, subsidiaries (including Meiji America Inc.), officers,
5 directors, employees, shareholders, and Travelers.

6
7 PLAINTIFF:

OXENI JUAREZ DE LA CRUZ

8 Dated: 06 / 12 / 2026



Oxeni Juarez De La Cruz
Plaintiff and Class Representative

9
10 DEFENDANT:

LAGUNA COOKIE COMPANY INC.

11 Dated: 6 / 19 / 26

Ronald Funk

12 By: Ronald Funk

13 Title: COO

14
15 DEFENDANT:

D.F. STAUFFER BISCUIT CO., INC.

16 Dated: 6 / 19 / 26

Ronald Funk

17 By: Ronald Funk

18 Title: COO

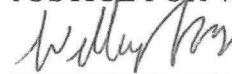
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APPROVED AS TO FORM BY COUNSEL

CLASS COUNSEL:

Dated: June 10, 2026

JUSTICE FOR WORKERS, P.C.

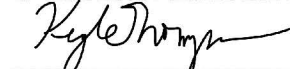


William C. Sung
Attorneys for Plaintiff

DEFENSE COUNSEL:

Dated: June 19, 2026

O'HAGAN MEYER LLP



William B. Richards, Jr.
Attorneys for Defendants

EXHIBIT 2

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

William C. Sung SB# 280792

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3 Tiffany L. Luu SB# 335127

E-Mail: tluu@justiceforworkers.com

4 Joseph C. Ramili SB# 339491

E-Mail: jramli@justiceforworkers.com

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Los Angeles, CA 90010

6 Tel: 323-922-2000

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8 Attorneys for Plaintiff OXENI JUAREZ DE LA CRUZ

9 **O'HAGAN MEYER LLP**

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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,

23 vs.

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

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

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

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

Action Filed: February 26, 2024

FAC Filed: April 29, 2024

Trial Date: Not Set

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

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

8 **RECITALS**

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

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

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

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

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

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19 Action and PAGA Settlement Agreement (the “Amendment”)

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

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

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AMENDMENTS TO THE AGREEMENT

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

1.40 “Released Parties” means Defendants and each of their former, present, and future owners, parents, subsidiaries (including Meiji America Inc.), officers, directors, employees, shareholders, and ~~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 judgment and order granting final approval of class action and PAGA settlement.~~

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: _____

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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 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 \$2,500.00 for Plaintiff as a Class Representative Service Payment for filing the Action, working with Class Counsel, and representing the Class. A Class Representative Service Payment will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and Individual PAGA Payment.
 - C. Up to \$7,490.00 to the Administrator for services administering the Settlement.
 - D. \$20,000.00 for PAGA Penalties, allocated 75% (\$15,000.00) to the LWDA PAGA Payment and 25% (\$5,000.00) in Individual PAGA Payments to the Aggrieved Employees based on their qualifying PAGA Period Pay Periods.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

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

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

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

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

5. HOW WILL I GET PAID?

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

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

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

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

7. HOW DO I OBJECT TO THE SETTLEMENT?

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

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

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

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

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

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

9. HOW CAN I GET MORE INFORMATION?

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

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

Class Counsel:

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

Settlement Administrator:

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

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

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

11. WHAT IF I CHANGE MY ADDRESS?

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

REQUEST FOR EXCLUSION FORM

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

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

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

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

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

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

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

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

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

OBJECTION FORM

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

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

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

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

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

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

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

CHALLENGE TO WORKWEEKS AND/OR PAY PERIODS FORM

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

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

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

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

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

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

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

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

EXHIBIT 4

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

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

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

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

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

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

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

The Court has ~~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~~2,500.00 for Plaintiff as a Class Representative Service Payment for filing the Action, working with Class Counsel, and representing the Class. A Class Representative Service Payment will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and Individual PAGA Payment.
 - C. Up to \$7,490.00 to the Administrator for services administering the Settlement.
 - D. ~~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 your calculated workweeks and/or pay periods, complete, date, and sign this form and send it back to the Settlement Administrator, which must be timely faxed, emailed, or postmarked no later than [DATE]. You can send this form to the Settlement Administrator at:

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

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

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

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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF ORANGE**
10

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

13 Plaintiff,

14 vs.

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

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

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

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

DATE: April 30September 10, 2026

TIME: 2:00 p.m.

DEPT: CX105

Reservation ID: 74721525

Action Filed: February 26, 2024

FAC Filed: April 29, 2024

Trial Date: Not Set

1 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), and the Second
7 Amendment to Class Action and PAGA Settlement Agreement (the “Second Amendment”)
8 attached hereto as Exhibit 3; having considered Plaintiff’s Motion for Preliminary Approval of
9 Class Action and PAGA Settlement, Memorandum of Points and Authorities, ~~and~~ Supplemental
10 Brief and Second Supplemental Brief in support thereof, and supporting declarations filed
11 therewith; and good cause appearing, HEREBY ORDERS THE FOLLOWING:

12 1. The Court GRANTS preliminary approval of the class action and PAGA settlement
13 as set forth in the Agreement and Amendment and finds its terms to be within the range of
14 reasonableness of a settlement that ultimately could be granted approval by the Court at a Final
15 Approval Hearing. Under the terms of the Settlement, Defendants have agreed to pay a total of
16 \$315,000.00 as the Gross Settlement Amount, and to separately pay employer payroll taxes owed
17 on the Wage Portions of the Individual Class Payments. The Net Settlement Amount means the
18 Gross Settlement Amount less the following payments in the amounts to be approved by the Court
19 at Final Approval: (1) PAGA Penalties in the amount of \$20,000.00, allocated 75% (\$15,000.00) to
20 the California Labor and Workforce Development Agency (“LWDA”) and 25% (\$5,000.00)
21 allocated to Aggrieved Employees as Individual PAGA Payments; (2) a Class Counsel Fees
22 Payment of not more than 30% of the Gross Settlement Amount which is \$94,500.00; (3) a Class
23 Counsel Litigation Expenses Payment of not more than \$20,000.00; (4) a Class Representative
24 Service Payment to Plaintiff of not more than ~~\$72,500.00~~; and (5) an Administration Expenses
25 Payment to the Administrator to not exceed \$7,490.00. The remainder is to be paid to Participating
26 Class Members as Individual Class Payments.

27 2. For purposes of the Settlement, the Court finds that the proposed Class is
28 ascertainable and that there is a sufficiently well-defined community of interest among the members

1 of the Class in questions of law and fact. Therefore, for settlement purposes only, the Court grants
2 conditional certification of the following Class:

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

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

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

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

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

22 6. The Court approves, as to form and content, the Court Approved Notice of Class
23 Action and PAGA Settlement and Hearing Date for Final Court Approval ~~(the “Class Notice”)~~,
24 attached thereto as Exhibit 34, ~~to the Supplemental Declaration of William C. S. Sung. Attached~~
25 ~~hereto as Exhibit 1 is a copy of the Agreement. Attached hereto as Exhibit 2 is a copy of the~~
26 ~~Amendment. Attached hereto as Exhibit 3 is a copy of the notice packet (in both English and~~
27 ~~certified Spanish language translation)~~, which includes in both English and certified Spanish
28 language translation, the Class Notice, Request for Exclusion Form, Objection Form, and Challenge
to Workweeks and/or Pay Periods Form (collectively, the “Class Notice Packet”).

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 ~~7.~~ ///

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

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

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

14 11. The Class Notice shall provide at least sixty (60) calendar days' notice for Class
15 Members to opt out of the Class Settlement, object to the Class Settlement, or challenge the
16 calculation of their qualifying workweeks and/or pay periods.

17 12. The Final Approval Hearing on the question of whether the Settlement should be
18 finally approved as fair, reasonable, and adequate is scheduled in Department CX105 of this Court,
19 located at Civil Complex Center 751 West Santa Ana Blvd., Santa Ana, CA 92701 on ~~August~~
20 ~~31~~February 17, 202~~7~~6 at 2:00 p.m.

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

27 14. Counsel for the parties shall file memoranda, declarations, or other statements and
28 materials in support of their request for final approval of the Settlement, attorneys' fees, litigation

1 expenses, Plaintiff's service award, payment to the LWDA and Aggrieved Employees, and
2 settlement administration costs, no later than 16 court days prior to the Final Approval Hearing.

3 ///

4 ///

5 15. An implementation schedule is below:

6 Event	Date
7 Defendants to provide the 8 Administrator with the Class Data	Within 15 calendar days after entry of this Order
9 Administrator to mail the Class Notice	Within 14 calendar days after receiving the Class Data 10 from Defendants
11 Response Deadline for Class Members	Within 60 calendar days after the Administrator mails 12 the Class Notice (extended by 14 calendar days for any 13 re-mailed initial Class Notices)
14 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	~~August 31, 2026~~ <u>February 17, 2027</u> at 2:00 p.m.

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

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

21 **IT IS SO ORDERED.**

22
23 DATED: _____, 2026

24 Hon. Melissa R. McCormick
25 Judge of the Superior Court
26
27
28

EXHIBIT 6