

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND DATE
FOR FINAL APPROVAL HEARING**

Ramirez, et al. v. J & J Snack Foods Corp. of California, et al.
(County of Los Angeles, California Superior Court Case No. 24STCV23019)

As a current or former non-exempt, hourly-paid California employee of defendants J & J Snack Foods Corp. of California J & J Snack Foods Sales Corp., you are entitled to receive money from a class action settlement.

Please read this Notice carefully. This Notice relates to a proposed settlement of class action litigation. If you are a Class Member, it contains important information about your right to receive a payment from the Settlement fund.

You have received this Notice of Class Action Settlement because the records of defendants J&J Snack Foods Corp. of California and J & J Snack Foods Sales Corp. (collectively, “Defendants”), show that you are a “Class Member” and, therefore, entitled to a payment from this class action settlement. Class Members are all persons employed by Defendants in California and classified as a non-exempt, hourly-paid employee who worked for Defendants during the Class Period from April 28, 2023 through May 10, 2025 (“Class Period”).

- The settlement is to resolve a class action lawsuit, *Ramirez v. J & J Snack Foods Corp. of California*, pending in the Superior Court of California for the County of Los Angeles, Case Number 24STCV23019 (the “Lawsuit”), alleging: (1) failure to pay overtime wages; (2) failure to pay minimum wages; (3) failure to provide meal periods or compensation in lieu thereof; (4) failure to provide rest periods or compensation in lieu thereof; (5) failure to pay all wages due upon separation from employment; (6) failure to provide accurate wage statements; and (10) engaging in unfair competition within the meaning of Business and Professions Code section 17200. Plaintiff also seeks civil penalties under the California Labor Code Private Attorneys General Act of 2004 (“PAGA”) for alleged violations of the Labor Code, among other claims.
- On [REDACTED], the Los Angeles County Superior Court granted preliminary approval of this class action settlement and ordered that all Class Members be notified of the Settlement. The Court has not made any determination of the validity of the claims in the Lawsuit. Defendants vigorously deny the claims in the Lawsuit and contends that it fully complied with all applicable laws.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE PAYMENT	Get a payment and give up your legal rights to pursue claims released by the settlement of the Lawsuit.
OPT OUT OF THE SETTLEMENT	Exclude yourself from the Settlement, get no payment for settlement of the class claims, and retain your legal rights to individually pursue the class claims that would otherwise be released by the settlement of the Lawsuit. If you worked at any time during the period from April 28, 2023 through the end of the Class Period ("PAGA Period") as a non- exempt, hourly-paid employee of Defendants, as well, then you will be deemed as “Aggrieved Employee” and you will still receive your share of the proceeds available from the settlement of the

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	Released PAGA Claims, defined below, (your “Individual PAGA Payment”) even if you opt out of the class settlement.
OBJECT TO THE SETTLEMENT	If you do not opt out, you may write to the Settlement Administrator, [REDACTED], about why you object to the settlement, and they will forward your concerns to counsel which will then be provided to the Court. If the Court approves the Settlement despite your objection, you will still be bound by the Settlement. You or your attorney may also address the Court during the Final Approval Hearing scheduled for [REDACTED] in Department 9 of the Spring Street Courthouse of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012.

The Final Approval Hearing on the adequacy, reasonableness and fairness of the Settlement will be held on [REDACTED], in the Spring Street Courthouse of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012, in Department 9. You are not required to attend the Hearing, but you are welcome to do so.

Why Am I Receiving This Notice?

Defendants’ records show that you currently work, or previously worked, for Defendants, as an hourly-paid, non-exempt employee in the State of California at some point during the Class Period. You were sent this Class Notice because you have a right to know about a proposed settlement of a class action lawsuit, and about all your options before the Court decides whether to finally approve the settlement. If the Court approves the settlement and then any objections and appeals are resolved, a “Settlement Administrator” appointed by the Court will make the payments described in this Notice. This Notice explains the Lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them and how to get them.

What is This Case About?

Ivan Ramirez, Brianne Aguilar, and Lloyd Smith were hourly-paid, non-exempt employees of Defendants. They are the “Plaintiffs” in this case are is suing on behalf of themselves and Class Members for, among other claims, Defendants; failure to pay overtime wages, failure to pay minimum wages, failure to provide meal periods or compensation in lieu thereof, failure to provide rest periods or compensation in lieu thereof, failure to pay all wages due upon separation from employment, failure to provide accurate wage statements, and engaging in unfair competition within the meaning of Business and Professions Code section 17200.

Based on the alleged Labor Code violations above-mentioned and other alleged Labor Code violations, Plaintiffs also seek penalties under California Labor Code Private Attorneys General Act (“PAGA”). Defendant denies all the allegations made by Plaintiff and denies that it violated any law.

The Court has made no ruling on the merits of Plaintiffs’ claims. The Court has only preliminarily approved this class action settlement. The Court will decide whether to give final approval to this settlement at the Final

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Approval Hearing.

Summary of the Settlement Terms

Plaintiff and Defendant have agreed to settle this case on behalf of themselves and Class Members and Aggrieved Employees for the Gross Settlement Amount of \$685,000.00, unless increased pursuant to the Settlement Agreement. The Gross Settlement includes (1) Administration Costs up to \$10,490.00; (2) a service award of not more than \$10,000.00 to each of the Plaintiffs, for a total amount of \$30,000.00 to Plaintiffs, for their time and effort in pursuing this case; (3) up to thirty-five percent (35%) of the Gross Settlement Amount in attorneys' fees which, unless increased pursuant to the Settlement Agreement, amounts to \$239,750.00; (4) up to \$70,000.00 in litigation costs to Class Counsel, according to proof; and (5) payment allocated to PAGA penalties in the amount of \$75,000.00 of the Gross Settlement Amount toward PAGA penalties. Pursuant to the PAGA, seventy-five percent (75%) of the amount allocated toward PAGA, or \$56,250.00, will be paid to the LWDA and twenty-five percent (25%), or \$18,750.00, will be distributed to Aggrieved Employees. After deducting these sums, a total of approximately not less than \$259,760.00 will be available for distribution to Class Members ("Net Settlement Amount")

The settlement is based on Defendants' representation that there are no more than 35,000 Workweeks during the Class Period. In the event the number of Workweeks during the Class Period increases by more than 10%, or 3,500 Workweeks, then, at Defendants' election: (1) the Gross Settlement Amount shall be increased proportionally by the Workweeks in excess of 38,500 Workweeks multiplied by the Workweek Value; or (2) the Class Period shall end on the date the number of Workweeks reaches 38,500. The Workweek Value shall be calculated by dividing the originally agreed-upon Gross Settlement Amount (\$750,000.00) by 35,000.00, which amounts to a Workweek Value of \$19.57. Thus, for example, should there be 40,000 Workweeks during the Class Period, and Defendants election option (1) above, then the Gross Settlement Amount shall be increased by \$29,355.00 ((40,000 Workweeks – 38,500 Workweeks) x \$19.57 per Workweek.

Distribution to Class Members

Class Members who do not opt out will receive a *pro rata* payment of the Net Settlement Amount based on the number of weeks worked by Participating Class Members in hourly-paid, non-exempt positions for Defendant in California during the Class Period ("Eligible Workweeks"). Specifically, Class Members' payments will be calculated by dividing the Net Settlement Amount by the total number of Eligible Workweeks worked by all Participating Class Members during the Class Period, multiplied by the number of Eligible Workweeks attributed to the Class Member. Otherwise stated, the formula for a Class Member is: (Net Settlement Amount ÷ total Settlement Class Eligible Workweeks) × Individual's Eligible Workweeks. In addition, Class Members who worked during the PAGA Period (*i.e.*, Aggrieved Employees) will receive a *pro rata* share of the \$18,750.00 allocated to Aggrieved Employees as PAGA penalties, whether or not they opt out, based on the number of workweeks worked by each Aggrieved Employee during the PAGA Period.

Defendant's records indicate that you worked [Eligible Workweeks] Workweeks as a non-exempt, hourly-paid employee in California during the Class Period and [Eligible Pay Periods] Pay Periods during the PAGA Period. Based on these records, your estimated payment as a Class Member would be [\$Estimated Award] and your estimated payment as an Aggrieved Employee would be [\$Estimated Award]. If you believe this information is incorrect and wish to dispute it, you must mail a dispute to the Settlement Administrator no later than [Response Deadline]. Please include any documentation you have that you contend supports your dispute. You should send copies rather than originals because the documents will not be returned to you.

Tax Reporting

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

100% of the payments for PAGA penalties to Aggrieved Employees will be allocated as penalties reported on IRS Form 1099. 20% of each Settlement Payment to Class Members who do not opt out will be allocated as wages and reported on an IRS Form W-2, and 80% will be allocated as penalties and interest reported on IRS Form 1099. This notice is not intended to provide legal or tax advice on your Settlement Share.

Your check will be valid for 180 days after issuance. After 180 days, uncashed checks will be cancelled and the funds associated will be transmitted to the California State Controller's Unclaimed Property Fund in your name.

Your Options Under the Settlement

Option 1 – Do Nothing and Receive Your Payment

If you do not opt out, you are automatically entitled to your Individual Settlement Payment (*i.e.*, your share of the Net Settlement Amount) because you are a Class Member. If you do not timely and properly dispute your settlement share calculation, the settlement share determined by the Settlement Administrator shall be deemed final and, thus, not subject to any subsequent dispute by you, and you shall be paid that settlement amount. If you do not timely and properly opt out of the settlement, you will be bound by the entire release in the settlement and receive your Individual Settlement Payment, as well as your Individual PAGA Payment if you are also an Aggrieved Employee. **In other words, if you are a Class Member, you do not need to take any action to receive the settlement payment(s) set forth above.**

Class Members who do not submit a valid and timely opt out (pursuant to Option 2 below), will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all "Released Claims" he or she may have or had upon final approval of this Settlement and payment by Defendants to the Settlement Administrator.

Effective upon entry of Judgment, the Order granting Final Approval of this Settlement, and on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Class Members, and Class Counsel will release claims against all Released Parties as follows:

Released Class Claims: For the duration of the Class Period, 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 (1) failure to pay overtime wages (Labor Code, §§ 510, 1194, 1198); (2) failure to pay minimum wages for all hours worked (Labor Code, §§ 1182.12, 1194, 1197, 1197.1, 1198); (3) failure to provide meal periods (Labor Code, §§ 226.7, 512, 516, 1198); (4) failure to provide rest periods (Labor Code, §§ 226.7, 516, 1198); (5) failure to provide reporting time pay (Labor Code, § 1198; Cal. Code Regs., tit. 8, § 11010, subd. 5); (6) failure to timely pay wages during employment (Labor Code, §§ 204, 210, 218); (7) failure to pay all wages due upon separation of employment, including waiting time penalties (Labor Code, §§ 201–203); (8) failure to provide accurate and itemized wage statements (Labor Code, §§ 226, subd. (a), 1174, subd. (d), 1198); (9) failure to reimburse necessary business expenses (Labor Code, § 2802); (10) failure to pay vested vacation wages upon termination (Labor Code, § 227.3); (11) failure to provide safe and reasonable working conditions, including exposure to excessive heat and moisture (Labor Code, § 1198; Cal. Code Regs., tit. 8, § 11010, subd. 14); (12) failure to accrue, pay, or track sick leave (Labor Code, §§ 246, 247.5, 248.5); (13) failure to maintain accurate payroll and employment records (Labor Code, §§ 1174, subd. (d), 226, subd. (a), 1198); and (14) unlawful and unfair business practices (Bus. & Prof. Code, § 17200 et seq.); and expressly excluding all other claims, including claims for unemployment insurance, disability, social security,

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and workers' compensation, and claims outside of the Class Period. These Released Claims cover all Participating Class Members. The Parties agree that the judgment, and the Released Class Claims provided herein, shall have res judicata effect.

Released PAGA Claims: For the duration of the PAGA Period, all Aggrieved Employees 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 civil penalties under the Private Attorneys General Act of 2004 (Labor Code, §§ 2698–2699.5) that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the Amended PAGA Notice, including but not limited to: (1) failure to pay overtime wages (Labor Code, §§ 510, 1194, 1198); (2) failure to pay minimum wages for all hours worked (Labor Code, §§ 1182.12, 1194, 1197, 1197.1, 1198); (3) failure to provide meal periods (Labor Code, §§ 226.7, 512, 516, 1198); (4) failure to provide rest periods (Labor Code, §§ 226.7, 516, 1198); (5) failure to provide reporting time pay (Labor Code, § 1198; Cal. Code Regs., tit. 8, § 11010, subd. 5); (6) failure to timely pay wages during employment (Labor Code, §§ 204, 210, 218); (7) failure to pay all wages due upon separation of employment, including waiting time penalties (Labor Code, §§ 201–203); (8) failure to provide accurate and itemized wage statements (Labor Code, §§ 226, subd. (a), 1174, subd. (d), 1198); (9) failure to reimburse necessary business expenses (Labor Code, § 2802); (10) failure to pay vested vacation wages upon termination (Labor Code, § 227.3); (11) failure to provide safe and reasonable working conditions, including exposure to excessive heat and moisture (Labor Code, § 1198; Cal. Code Regs., tit. 8, § 11010, subd. 14); (12) failure to accrue, pay, or track sick leave (Labor Code, §§ 246, 247.5, 248.5); and (13) failure to maintain accurate payroll and employment records (Labor Code, §§ 1174, subd. (d), 226, subd. (a), 1198). This release is limited to claims for civil penalties arising under Labor Code sections 2698 through 2699.5 and does not include any recovery for unpaid wages, restitution, or other non-penalty remedies.

“Released Parties” means Defendants and each of their respective past and present parents, subsidiaries, affiliates, divisions, predecessors, successors, assigns, officers, directors, shareholders, owners, members, agents, employees, insurers, and attorneys.

Option 2 – Opt Out of the Settlement

If you do not wish to receive your Individual Settlement Payment or release the Released Class Claims, you may exclude yourself by submitting a written request to be excluded from the Class. Your written request must include your name, address, email address or telephone number, last four (4) digits of your Social Security Number, your signature, and any statement standing for the proposition that you do not wish to participate in the settlement. Sign, date, and mail your written request for exclusion to the address below.

Apex Class Action LLC
[Mailing Address]

To be valid, your written request for exclusion must be mailed and postmarked to the Administrator not later than [RESPONSE DEADLINE].

The proposed settlement includes the settlement of the Released PAGA Claims. An employee may not request exclusion from the settlement of a PAGA claim. Thus, if the court approves the settlement, then even if you request exclusion from the settlement, if you are an Aggrieved Employee, you will still receive your Individual PAGA Payment and will be deemed to have released the Released PAGA Claims. A request for exclusion will preserve your right, if any, to individually pursue only the Released Class Claims.

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

Option 3 – *Submit an Objection to the Settlement*

If you wish to object to the Settlement, you may submit an objection in writing by mail, stating why you object to the Settlement. Your written objection must provide your name, address, signature, telephone number, last four (4) digits of your Social Security Number, and a statement of whether you plan to appear at the Final Approval Hearing, and a statement of the reason(s), along with whatever legal authority, if any, why you believe that the Court should not approve the Settlement. Your written objection must be mailed to the Administrator no later than [RESPONSE DEADLINE]. Please note that you cannot both object to the Settlement and opt out of the Settlement. If you exclude yourself, then your objection will be overruled. If the Court overrules your objection, you will be bound by the Settlement and will receive your Settlement Share.

Even if you don't submit a written objection, you may appear at the Final Approval Hearing and provide a verbal objection before the Court.

Final Approval Hearing

You may, if you wish, appear at the Final Approval Hearing set for [REDACTED] at [REDACTED] .m. in Department 9 of the Spring Street Courthouse of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012, and orally object to the Settlement, discuss your written objections with the Court and the Parties, or otherwise comment on the Settlement at your own expense. You may attend this hearing virtually by audio or video at <https://lacourt.org/>. You may also retain an attorney to represent you at the Hearing at your own expense.

Additional Information

This Notice of Class Action Settlement is only a summary of this case and the Settlement. For a more detailed statement of the matters involved in this case and the Settlement, you may call the Settlement Administrator at [PHONE NUMBER] or Class Counsel, whose information appears below:

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Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

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You may also visit the Settlement Administrator's website at [WEBSITE] to gain access to key documents in this case, including the Settlement Agreement, the Order Granting Preliminary Approval of this Settlement, the Order Granting Final Approval of this Settlement, and the Final Judgment.

You may also refer to the pleadings, the Settlement Agreement, and other papers filed in this case, which may be inspected at Department 9 of the Spring Street Courthouse of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012, during regular business hours of each court day. You may also obtain these documents through the Court's website at <https://www.lacourt.org/casesummary/ui/>.

All inquiries by Class Members regarding this Notice of Class Action Settlement and/or the Settlement should be directed to the Settlement Administrator.

**PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE,
DEFENDANTS, OR DEFENDANTS' ATTORNEYS WITH INQUIRIES.**

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]