

**NOTICE OF PROPOSED CLASS ACTION AND PAGA SETTLEMENT**

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

***FLORES-OCAMPO V. LAGUNA COOKIE COMPANY, INC.,***

***WAGE AND HOUR CASES, CASE NO. 30-2020-01166599-CU-OE-CXC***

***A court authorized this notice. This is not a solicitation from a lawyer.***

**ATTENTION: IF YOU HAVE BEEN EMPLOYED BY LAGUNA COOKIE COMPANY, INC. AS A NON-EXEMPT EMPLOYEE IN CALIFORNIA DURING THE PERIOD BEGINNING OCTOBER 22, 2016, AND ENDING ON APRIL 8, 2023, YOU ARE ENTITLED TO A SHARE OF A PROPOSED CLASS ACTION AND PAGA SETTLEMENT.**

**TO UNDERSTAND YOUR RIGHTS, PLEASE READ THIS NOTICE CAREFULLY.**

A proposed class action settlement (the “Settlement”) has been reached between Plaintiff Cristobal Flores-Ocampo (“Plaintiff”), on behalf of himself and the below-defined Class Members, and Defendants Laguna Cookie Company, Inc., and D.F. Stauffer Biscuit Co., Inc. (collectively, “Defendants”).

The Settlement resolves the above class action lawsuit (the “Action”) which included allegations that Defendants: (1) failed to pay all minimum wages; (2) failed to pay overtime wages; (3) failed to pay timely wages; (4) failed to unlawfully receive wages; (5) failed to provide required meal breaks; (6) failed to provide required rest breaks; (7) failed to furnish accurate itemized wage statements; (8) failed to pay all wages due to discharged and quitting employees; (9) failed to pay for necessary business expenses; and (10) engaged in unfair business practices. Plaintiff also asserted a claim for civil penalties under the Private Attorneys General Act (“PAGA”) based on the foregoing alleged violations by Defendants. Defendants deny and continues to deny all of Plaintiff’s claims and maintain that they have complied with all applicable laws and regulations. Defendants have entered into the Settlement solely for purposes of resolving this dispute.

The Settlement provides for Individual Settlement Payments based on the number of workweeks you performed work for Defendants in California as a non-exempt employee during the period from October 22, 2016, to April 8, 2023, as well as PAGA Payments based on the pay periods you performed work for Defendants in California as a non-exempt employee during the period from October 22, 2019, to April 8, 2023.

**OVERVIEW OF YOUR LEGAL RIGHTS AND OPTIONS UNDER THE SETTLEMENT**

<b>DO NOTHING</b>	You will automatically receive an Individual Settlement Payment in exchange for which, whether or not you cash or deposit the payment, you will be bound by all terms of the Settlement and any Final Judgment entered in the Action if the Settlement receives final approval by the Court, and you will give up your rights to be part of any other lawsuit against Defendant and/or the Released Parties involving the same or similar legal claims as the ones in the Action for the period beginning on October 22, 2016, to April 8, 2023. If you are a PAGA Group Member, you will also receive a PAGA Payment. You will be mailed a settlement check at the address where this Notice was mailed (unless you timely provide a forwarding address to the Settlement Administrator).
<b>EXCLUDE YOURSELF</b>	The only way for you to be part of any other lawsuit against Defendant and/or the Released Parties involving the same or similar legal claims as the ones in the Action for the period beginning on October 22, 2016, to April 8, 2023, is to submit a valid Exclusion Form to the Settlement Administrator postmarked no later than May 20, 2024. If you submit an Exclusion Form, you will <u>not</u> receive an Individual Settlement Payment, but you will receive a PAGA Payment if you are a PAGA Group Member.
<b>OBJECT</b>	If you wish to object to the Settlement, you must submit a written Objection, and supporting papers, to the Settlement Administrator that is postmarked or fax stamped no later than May 20, 2024. This option is available only if you do <u>not</u> exclude yourself. Class Members may also appear at the final approval hearing to object, this hearing will take place on August 2, 2024, at 9:00 a.m. in Department CX101 of the Orange County Superior Court, located at the Civil Complex Center, 751 West Santa Ana Boulevard, Santa Ana, California 92701.

Questions? Contact the Settlement Administrator toll free at 1-888-801-2199

**These rights and options, and how to exercise them, are explained in more detail in this notice.**

**The Court handling this case has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate, and reasonable, and the Court still has to make a final determination of those issues at the Final Approval Hearing. Settlement Payments will only be issued if the Court grants final approval of the Settlement.**

**Additional information regarding the Settlement is available through the Settlement Administrator or Class Counsel, whose contact information is provided in this notice.**

## **BASIC INFORMATION**

### **1. Why did I get this notice?**

On February 22, 2024, the Superior Court of the State of California, County of Orange (the “Court”) preliminarily approved a class action settlement of the Action on behalf of all current and former non-exempt employees employed by the Released Parties in California at any time between October 22, 2016, through April 8, 2023. According to Defendant’s records, you are a Class Member. This notice explains the Action, the Settlement, and your legal rights.

The Action is pending as a case captioned *Cristobal Flores-Ocampo vs. Laguna Cookie Company Inc.*, Case No. 30-2020-01166599-CU-OE-CXC, and is pending in the Superior Court of the State of California for the County of Orange (the “Action”). Cristobal Flores-Ocampo is the Plaintiff, and the companies he sued, Laguna Cookie Company, Inc., and D.F. Stauffer Biscuit Co., Inc., are the Defendants.

### **2. What is the Action about?**

The Action generally involves claims under California’s wage and hour laws. Plaintiff is a former non-exempt employee of Defendants. He alleges that Defendants did not provide proper meal or rest breaks, failed to pay minimum wages and overtime wages, failed to timely pay wages, failed to pay all wages at termination, unlawfully received wages, failed to provide accurate wage statements and maintain records, and violated California’s Business and Professions Code. As a result, Plaintiff alleges that he and the Class Members are entitled to recover unpaid straight time and overtime wages, meal and rest period premiums, interest, and statutory and civil penalties. Defendants deny that they engaged in any wrongful conduct or violated the law in any way, and believes Plaintiff and the Class Members were properly and timely compensated and provided proper meal and rest breaks. However, both Plaintiff and Defendants believe the Settlement is fair, adequate, and reasonable, and that it is in the best interest of the Class Members.

### **3. Why is this lawsuit a class action?**

In a class action, one or more people called “Plaintiff(s)” (in this case, Cristobal Flores-Ocampo) sue on behalf of people who have similar alleged claims. All of these people are a “class” or “class members.” The Court resolves the issues for all class members, except for those who exclude themselves from the class. On February 22, 2024, the Honorable William Claster issued an order conditionally certifying the Settlement Class for purposes of settlement only.

### **4. Who is in the Settlement Class?**

“Class Members” or “Class” means all persons employed by Defendants in the State of California at any time during the period from October 22, 2016, to April 8, 2023, as a non-exempt employee. The Class excludes employees directly employed by staffing companies, including the employees of Chartwell Staffing Services, Inc. in the lawsuit captioned *Mendoza v. Laguna Cookie Company, Inc., Chartwell Staffing Services, Inc., and D.F. Stauffer Biscuit Co., Inc. and DOES 1 through 20, inclusive*, Case No. 30-2019-01107762-CU-OE-CXC, commenced on October 28, 2019, in the Superior Court of the State of California, County of Orange.

“PAGA Group Members” means all persons employed by Defendants in the State of California at any time during the period from October 22, 2019, to April 8, 2023, as a non-exempt employee.

### **5. Why is there a settlement?**

After conducting an investigation, including review of Defendants’ policies, timekeeping records, and payroll records, both sides agreed to the Settlement to avoid the cost and risk of further litigation. The Settlement does not mean that any laws were broken. Defendants deny all of the claims asserted in the Action and denies that it has violated any laws. Plaintiff and his lawyers think the Settlement is in the best interests of all Class Members.

## THE SETTLEMENT BENEFITS—WHAT YOU GET

### **6. What are the terms of the settlement?**

#### **Gross Settlement Amount**

Under the terms of the Settlement, Defendants agree to pay a Gross Settlement Amount of Nine Hundred Thirty Thousand, Eight Hundred Thirty-Four Dollars and Zero Cents (\$930,834.00). The Gross Settlement Amount includes: (1) the Court-approved attorneys' fees (not to exceed \$310,278.00, or 33.33% of the Gross Settlement Amount) and costs (not to exceed \$30,000) to Class Counsel; (2) the Court-approved Class Enhancement Award to Plaintiff Cristobal Flores-Ocampo (not to exceed \$5,000 for his services); (3) the PAGA Settlement Amount (i.e., a payment of \$37,500.00 to the State of California Labor and Workforce Development Agency for alleged penalties and a \$12,500.00 *pro rata* distribution to PAGA Group Members as their PAGA Payment); and (4) the Settlement Administration Costs to CPT Group, Inc. (estimated not to exceed \$15,000). Defendants' share of payroll taxes will be paid separately from and in addition to the Gross Settlement Amount. No portion of the Gross Settlement Amount shall revert to Defendants.

#### **Net Settlement Amount**

After deducting the above-referenced items, the remaining amount called the "Net Settlement Amount" will be distributed to Class Members who do not request to be excluded from the Settlement ("Participating Class Members").

The Net Settlement Amount will be distributed to Participating Class Members who do not opt out of the Settlement on a *pro rata* basis, based on the number of workweeks that each Participating Class Member performed work for Defendant as a non-exempt employee in California during the Class Period ("Qualified Workweeks").

#### **Individual Settlement Payment**

To determine a Participating Class Member's estimated settlement payment ("Individual Settlement Payment"), the Net Settlement Amount will be divided by the total number of Qualified Workweeks worked by all Participating Class Members during the Class Period, multiplied by the number of Qualified Workweeks worked by that Participating Class Member, according to the following formula:

$$\text{[Net Settlement Amount} \div \text{Total Qualified Workweeks for all Participating Class Members]} \times \text{Participating Class Member's Individual Qualified Workweeks} = \text{Estimated Individual Settlement Payment}$$

The Class Members' Individual Settlement Payments will be reduced by any required legal deductions. No benefit, including, but not limited to, pension benefits and/or 401(k), shall increase or accrue as a result of any payment made as a result of this Settlement.

The Parties recognize that the Class Members' Individual Settlement Payments are for wages, interest, and penalties. The Parties agree that 20% of the Individual Settlement Payments shall be reported as wages subject to all applicable tax withholdings on IRS Form W-2 and its state and local equivalents and 80% shall be reported as non-wage interest and penalties not subject to payroll tax withholdings on IRS Form 1099 and its state and local equivalents.

The Parties are neither providing tax nor legal advice, nor making representations regarding tax obligations or consequences, if any, related to any settlement amounts to be paid to the Participating Class Members. Each Participating Class Member will assume any tax obligations or consequences that may arise from any settlement amount paid to him or her and should consult with a tax expert if he or she has any questions. Each Participating Class Member's *pro rata* distribution amount prior to legal deductions will be reduced by the amount of any required payroll-related deductions.

#### **PAGA Payment**

Class Members who were employed by Defendants in the State of California at any time during the PAGA Period as a non-exempt employee ("PAGA Group Members") will also receive a PAGA Payment. The PAGA Group Member will release PAGA claims regardless of whether they opt out.

"PAGA Payment(s)" means the amount payable from the PAGA Settlement Amount to each PAGA Group Member.

The "PAGA Period" is the period of time from October 22, 2019, through April 8, 2023.

"PAGA Settlement Amount" means the portion of the Gross Settlement Amount allocated to the resolution of PAGA claims in the Action.

“Qualified PAGA Pay Periods” means the total number of pay periods during the PAGA Period that a PAGA Group Member performed work for Defendants as a non-exempt employee.

The PAGA Settlement Amount is Fifty Thousand Dollars and Zero Cents (\$50,000.00). Thirty-Seven Thousand, Five Hundred Dollars and Zero Cents (\$37,500.00) shall be paid by the Settlement Administrator directly to the LWDA. The remaining Twelve Thousand, Five Hundred Dollars and Zero Cents (\$12,500.00) shall be distributed to PAGA Group Members as their PAGA Payment. PAGA Payments shall be paid by the Settlement Administrator from the Gross Settlement Amount. PAGA Payments shall be allocated as non-wage penalties not subject to payroll tax withholdings. The Settlement Administrator shall issue an IRS Form 1099 to each PAGA Group Member for their PAGA Payment.

The Twelve Thousand, Five Hundred Dollars and Zero Cents (\$12,500.00) PAGA Payment shall be divided by the total number of Qualified PAGA Pay Periods for all PAGA Group Members during the PAGA Period. The result of this division shall yield a PAGA Pay Period Payment Rate for PAGA Group Members. The gross amount of each PAGA Group Member’s PAGA Payment shall be calculated by multiplying the number of Qualified PAGA Pay Periods applicable to that PAGA Group Member by the PAGA Pay Period Payment Rate.

## **7. What is my approximate Individual Settlement Payment?**

According to payroll records maintained by Defendants, the total number of weeks you worked in California for Defendants as a non-exempt employee during the Class Period is <<ClassWorkweeks>>. The total number of pay periods you worked in California for Defendants as a non-exempt employee during the PAGA Period is <<PAGAPayPrds>>.

Based on the information provided above, anticipated court-approved deductions, and the preliminary calculations of your Qualified Workweeks, it is estimated your share of the settlement will be <<\$ClassEstAmount>>, less applicable taxes and withholdings. This amount includes your share of the PAGA Settlement Amount, which is estimated to be <<\$PAGAEstAmount>>.

You do not need to do anything further to receive your Individual Settlement Payment, other than to ensure that the Settlement Administrator has an accurate mailing address for you. It is important that you contact and inform the Settlement Administrator listed in Section 11, below, of any changes to your mailing address for timely payment.

### **Disputing Your Payment Amount**

To the extent any Participating Class Member or PAGA Group Member disputes any aspect of his or her payment, the number of Qualified Workweeks, or the number of Qualified PAGA Pay Periods, that Participating Class Member or PAGA Group Member may complete the enclosed Dispute Form and mail it to the Settlement Administrator along with any documents or other information that supports your belief that the information set forth is incorrect. Defendants’ records will be presumed determinative.

## **8. How will my rights be affected if I do not submit a valid Exclusion Form?**

If the Court approves the Settlement and it becomes Final, the Named Plaintiff and all members of the Settlement Class who have not excluded themselves (i) shall be deemed to have agreed that, except for the obligations imposed by this settlement, Defendants shall be forever released and discharged from all Released Claims (as defined below), and (ii) shall be barred and enjoined from suing the Released Parties (as defined below) for any liability in any way related to or arising out of any Released Claim.

“Released Claims” means any and all claims alleged or that could have been alleged based on the facts pled in Named Plaintiff’s First Amended Complaint filed in the Action including, but not limited to any allegation that Defendants and/or the Released Parties failed: (1) to pay all minimum wages; (2) to pay overtime wages, (3) to pay timely wages; (4) to unlawfully receive wages; (5) to provide required meal breaks; (6) to provide required rest breaks; (7) to furnish accurate itemized wage statements; (8) to pay all wages due to discharged and quitting employees; (9) to pay for necessary business expenses; (10) with respect to the preceding claims, violated California Business and Professions Code §§ 17200, *et seq.*, and (11) civil penalties under the Private Attorneys General Act of 2004, Cal. Labor Code §§ 2698, *et seq.*, based on the preceding claims. Released Claims means all claims, known or unknown, arising at any point up to April 8, 2023. However, Released Claims do not apply to claims for workers’ compensation benefits, unemployment insurance benefits, or any other claim or right that as a matter of law cannot be waived or released.

“Released Parties” means Defendants, Laguna Cookie Company, Inc., and the D.F. Stauffer Biscuit Co., Inc., and each of their successors, assigns, predecessors, subsidiaries, divisions, related companies and insurers, and its and their

respective officers, directors, employees, administrators, fiduciaries, and agents.

## **HOW TO GET A SETTLEMENT PAYMENT**

### **9. How do I get a settlement payment?**

You will automatically receive an Individual Settlement Payment in exchange for which, whether or not you cash or deposit the payment, you will be bound by all terms of the Settlement and any Final Judgment entered in the Action if the Settlement receives final approval by the Court, and you will give up your rights to be part of any other lawsuit against Defendant and/or the Released Parties involving the same or similar legal claims as the ones in the Action arising during the Class Period. You will be mailed a settlement check at the address where this notice was mailed (unless you timely provide a forwarding address to the Settlement Administrator).

Additionally, if you are a PAGA Group Member, you will also receive a PAGA Payment, regardless of whether you submit an Exclusion Form. Your Individual Settlement Payment and PAGA Payment will be issued in one check.

### **10. When will I get my check?**

Checks will be mailed to Participating Class Members and PAGA Group Members eligible to receive benefits under the Settlement after the Court grants “final approval” of the Settlement. If the Court approves the Settlement after a hearing on August 2, 2024, (see “The Court’s Final Approval Hearing” below), there may be appeals. If there are any appeals, resolving them could take some time, so please be patient.

If the Court approves the Settlement and if you do not opt out, your Individual Settlement Payment is expected to be distributed after Defendants makes payment to the Settlement Administrator. Defendants shall fund the settlement no earlier than sixty (60) days after the Court signs the Final Order to make the full payment to the Settlement Administrator.

Please also be advised that you will only have 180 days from the date that the check is issued to cash it. If you do not cash your check within 180 days of the date of its mailing, your check shall be voided, and your share of the settlement proceeds will be distributed by the Settlement Administrator to the California State Controller’s Office Unclaimed Property Fund in your name.

## **EXCLUDING YOURSELF FROM THE SETTLEMENT**

### **11. How do I ask the Court to exclude me from the Settlement Class?**

If you do not wish to participate in the Settlement, you must complete and send a timely Exclusion Form. The Exclusion Form must be completed, signed, dated and mailed by First Class U.S. Mail, or the equivalent, postmarked no later than May 20, 2024, to:

**Flores-Ocampo et. al. v. Laguna Cookie Company, Inc.**  
**c/o CPT Group, Inc.**  
**50 Corporate Park**  
**Irvine, CA 92606**  
**Fax: (949) 419-3446 / Tel.: (888) 801-2199**  
**Email: [LagunaCookieCompany@cptgroup.com](mailto:LagunaCookieCompany@cptgroup.com)**  
**Website: [www.cptgroupcaseinfo.com/LagunaCookieCompany](http://www.cptgroupcaseinfo.com/LagunaCookieCompany)**

Exclusion Forms that do not include all required information and/or that are not timely submitted will be deemed null, void, and ineffective, unless otherwise ordered by the Court. If you do not submit a valid and timely Exclusion Form on or before May 20, 2024, you will be bound by all terms of the Settlement and any Final Judgment entered in the Action if the Settlement is approved by the Court.

### **12. If I exclude myself, can I get anything from the settlement?**

Not unless you are also a PAGA Group Member. If you exclude yourself now you will not get anything from the Settlement unless you are a PAGA Group Member. If you ask to be excluded, you will not get an Individual Settlement Payment and you will not be bound by the Settlement, but you will still receive a PAGA Payment if you are a PAGA Group Member.

### **13. If I don’t exclude myself, can I sue later?**

No. Unless you exclude yourself, you give up the right to sue Defendants or the Released Parties for the Released Claims Questions? Contact the Settlement Administrator toll free at 1-888-801-2199

arising during the Class Period. You must exclude yourself from the Settlement Class to start or continue your own lawsuit.

## **THE LAWYERS REPRESENTING YOU**

### **14. Do I have a lawyer in this case?**

The Court has appointed the following lawyers to serve as Class Counsel for the Class Members:

JACKSON APC  
Armond M. Jackson  
Andrea M. Fernandez-Jackson  
Anthony S. Filer, Jr.  
2 Venture Plaza, Suite 240  
Irvine, CA 92618  
Phone: (949) 281-6857  
Fax: (949) 777-6218

### **15. How will the costs of the lawsuit and the settlement be paid?**

Subject to Court approval, Class Counsel has requested one-third (33.33%) of the sum of the Gross Settlement Amount in attorneys' fees (currently equal to \$310,278.00) plus actual litigation costs and expenses not to exceed Thirty Thousand Dollars and Zero Cents (\$30,000.00). The Court may award less than these amounts. If lesser amounts are awarded, the difference will be returned to the Net Settlement Amount.

In addition, and subject to Court approval, Defendant also agrees to pay, as part of the Gross Settlement Amount, up to Five Thousand Dollars (\$5,000.00) to Plaintiff Cristobal Flores-Ocampo as an Enhancement Award for his participation in the Action and for taking on the risk of litigation. Subject to Court approval, Defendant also agrees to pay, as part of the Gross Settlement Amount, Thirty-Seven Thousand, Five Hundred Dollars and Zero Cents (\$37,500.00) to the State of California Labor and Workforce Development Agency ("LWDA") for alleged civil penalties. Defendant also agrees to pay, as part of the Gross Settlement Amount, the Settlement Administrator's costs and fees associated with administering the Settlement, estimated not to exceed Fifteen Thousand Dollars and Zero Cents (\$15,000.00). The Court may award less than these amounts. If lesser amounts are awarded, the difference will be included in the Net Settlement Amount and will be available for distribution to Participating Class Members.

## **OBJECTING TO THE SETTLEMENT**

### **16. How do I object to the Settlement?**

If you do not submit an Exclusion Form, you may object to the proposed Settlement, or any portion thereof, by completing a written objection ("Objection Form"). The Objection Form must be signed and mailed by regular U.S. Mail, postmarked no later than May 20, 2024, to the Settlement Administrator at the following address:

**Flores-Ocampo et. al. v. Laguna Cookie Company, Inc.**  
**c/o CPT Group, Inc.**  
**50 Corporate Park**  
**Irvine, CA 92606**  
**Fax: (949) 419-3446 / Tel.: (888) 801-2199**  
**Email: [LagunaCookieCompany@cptgroup.com](mailto:LagunaCookieCompany@cptgroup.com)**  
**Website: [www.cptgroupcaseinfo.com/LagunaCookieCompany](http://www.cptgroupcaseinfo.com/LagunaCookieCompany)**

The Objection Form must; (1) state your full name; (2) be signed by you; (3) state the grounds for the objection; and (4) must be postmarked by May 20, 2024, and returned to the Settlement Administrator at the specified address above. If you wish to appear at the Court's Final Approval Hearing (see response to Question 17 below) and orally present your objection to the Court, you may do so whether or not you submitted an Objection Form to the Settlement Administrator. Any Class Member who submits an Objection Form or appears at the Final Approval Hearing to submit a verbal objection remains eligible to receive monetary compensation from the Settlement. A Class Member who submits an Exclusion Form may not object to the proposed Settlement.

### **17. What's the difference between objecting and asking to be excluded?**

Objecting is simply telling the Court you do not like something about the Settlement. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class.

### **THE COURT'S FINAL APPROVAL HEARING**

The Court will hold a hearing to decide whether to approve the Settlement. You may attend the hearing and you may ask to speak, but you don't have to.

### **18. When and where will the Court decide whether to approve the settlement?**

The Court will hold a Final Approval Hearing on August 2, 2024, at 9:00 a.m. in Department CX101 of the **Orange County Superior Court, located at Civil Complex Center, 751 West Santa Ana Blvd., Santa Ana, CA 92701**. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will also decide how much to pay Class Counsel. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

### **19. Do I have to come to the hearing?**

No. Class Counsel will answer any questions the Court may have. But you are welcome to come. If you submit an Objection Form to the Settlement Administrator, you do not have to come to Court to talk about it. You may also pay another lawyer to attend, but it is not required. Class Counsel will not represent you in connection with any objection. You may appear by audio or video at the final approval hearing. Please visit the Court's website for further instructions: <https://www.occourts.org/directory/civil/complex-civil/calendar-schedule/civil-panel-schedule.html>

### **20. May I speak at the hearing?**

If you wish to appear at the Final Approval Hearing and orally present your objection to the Court, you may do so regardless of whether or not you submitted an Objection Form. Please adhere to the latest COVID-19 courthouse protocol.

### **IF YOU DO NOTHING**

### **21. What happens if I do nothing at all?**

If you do nothing, you will automatically receive an Individual Settlement Payment and PAGA Payment, if applicable, as described above and you will be bound by the release of Released Claims against the Released Parties.

### **GETTING MORE INFORMATION**

### **22. How do I get more information?**

This notice summarizes the Settlement. More details are in the Second Amended Stipulation of Class Action and PAGA Settlement, which is attached as Exhibit A to the Declaration of Armond M. Jackson in Support of Plaintiffs Cristobal Flores-Ocampo's Motion for Preliminary Approval of Class Action and PAGA Settlement, filed on February 6, 2024. The case is assigned to Department CX101 of the Orange County Superior Court, Civil Complex Center, located at 751 West Santa Ana Blvd., Santa Ana, CA 92701. The case file may be viewed online at <https://www.occourts.org/online-services/case-access/> and select "Civil Case & Document Access."

You may also contact Class Counsel or the Settlement Administrator for more information.

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**c/o CPT Group, Inc.**  
**50 Corporate Park**  
**Irvine, CA 92606**  
**Fax: (949) 419-3446 / Tel.: (888) 801-2199**  
**Email: [LagunaCookieCompany@cptgroup.com](mailto:LagunaCookieCompany@cptgroup.com)**  
**Website: [www.cptgroupcaseinfo.com/LagunaCookieCompany](http://www.cptgroupcaseinfo.com/LagunaCookieCompany)**

The Settlement Administrator has set up a settlement website where you may also obtain up-to-date information on the matter including any change of the date or location of any hearings in connection with this Settlement. The settlement website URL is [www.cptgroupcaseinfo.com/LagunaCookieCompany](http://www.cptgroupcaseinfo.com/LagunaCookieCompany).

Please do not contact the Court for more information about the Settlement.

Questions? Contact the Settlement Administrator toll free at 1-888-801-2199