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Attorneys for Plaintiff Dianna Flores and the Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES**

DIANNA FLORES, individually, and on behalf  
of other similarly situated employees and  
aggrieved employees pursuant to the California  
Private Attorneys General Act,

Plaintiff,  
vs.

CAPITOL DISTRIBUTION COMPANY LLC  
dba CAPITOL FOOD COMPANY; and DOES 1  
through 25, inclusive,

Defendants.

Case No. 24STCV20477

Honorable Theresa M. Traber  
Department 1

**DECLARATION OF ALEXANDRA ROSE  
IN SUPPORT OF PLAINTIFF'S MOTION  
FOR FINAL APPROVAL OF CLASS  
ACTION AND PAGA SETTLEMENT,  
ATTORNEYS' FEES AND COSTS,  
ENHANCEMENT PAYMENT, AND  
SETTLEMENT ADMINISTRATION  
COSTS**

Date: June 15, 2026  
Time: 10:30 a.m.  
Dept: 1

Complaint Filed: August 13, 2024  
FAC Filed: August 15, 2025  
Trial Date: Not Set

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1           6.       On August 11, 2025, the Parties executed the Joint Stipulation of Class Action and  
2       PAGA Settlement (“Original Agreement”).

3           7.       On August 15, 2025, Plaintiff filed a First Amended Class and Representative Action  
4       Complaint (“Operative Complaint”) in the Action, which added the PAGA claims alleged in the  
5       PAGA Action. The Operative Complaint alleges eleven (11) causes of action for violations of the  
6       California Labor Code for failure to pay minimum wages, failure to pay overtime wages, failure to  
7       provide compliant meal periods and premium payments in lieu thereof, failure to provide compliant  
8       rest periods and premium payments in lieu thereof, failure to timely pay wages during employment,  
9       failure to provide one day’s rest in seven, failure to provide compliant wage statements, failure to  
10      timely pay wages upon termination, and failure to reimburse necessary business expenses, for  
11      violations of California Business & Professions Code Section 17200, *et seq.* based on the  
12      aforementioned California Labor Code violations, and for civil penalties under PAGA based on the  
13      aforementioned California Labor Code violations.

14          8.       On August 19, 2025, the PAGA Action was dismissed without prejudice.

15          9.       On September 12, 2025, Plaintiff filed a Motion for Preliminary Approval of Class  
16      Action and PAGA Settlement (“Motion for Preliminary Approval”) and supporting documents. On  
17      January 15, 2026, the Court granted preliminary approval contingent on the Parties determining the  
18      dates of the Class Period and PAGA Period pursuant to the Escalator Clause of the Original Agreement  
19      and ordered the Parties to amend the Original Agreement accordingly.

20          10.      On February 13, 2026 and February 18, 2026, Plaintiff filed supplemental papers in  
21      support of the Motion for Preliminary Approval, which provided confirmation on the end dates of the  
22      Class Period and PAGA Period.

23          11.      On February 18, 2026, the Parties executed the First Amended Joint Stipulation of  
24      Class Action and PAGA Settlement (“Settlement” or “Settlement Agreement”). A true and correct  
25      copy of the Settlement Agreement is attached hereto as **Exhibit 1**.

26          12.      On February 24, 2026, the Court entered the Order Granting Preliminary Approval of  
27      Class Action and PAGA Settlement (“Preliminary Approval Order”), thereby preliminary approving  
28      the terms of the Settlement Agreement, the Notice of Class Action Settlement (“Class Notice”), and

1 the proposed administration procedures and associated deadlines. A true and correct copy of the  
2 Preliminary Approval Order is attached hereto as **Exhibit 2**.

3 **Summary of the Terms of the Settlement Agreement**

4 13. By way of the Preliminary Approval Order, the Court certified the following Class for  
5 settlement purposes only: “All current and former non-exempt employees (excluding drivers) who  
6 worked for Defendant in the State of California at any time during the Class Period” (“Class” or “Class  
7 Members”). The “Class Period” is defined as the period from August 13, 2020 through March 22,  
8 2025. The “Settlement Class Members” consist of all Class Members who did not submit a timely  
9 and valid Request for Exclusion. The “PAGA Employees” consist of “all current and former non-  
10 exempt employees (excluding drivers) who worked for Defendant in the State of California at any  
11 time during the PAGA Period.” The “PAGA Period” is defined as the period from August 6, 2023  
12 through March 22, 2025.

13 14. Based on the data provided by Defendant following preliminary approval and for  
14 purposes of administration of the Class Notice, I am informed that there are 171 Settlement Class  
15 Members who worked 16,294 weeks for Defendant as non-exempt employees in California during the  
16 Class Period (“Workweeks”) and 120 PAGA Employees who worked 5,953 pay periods for Defendant  
17 as non-exempt employees in California during the PAGA Period (“Pay Periods”).

18 15. The Parties have agreed to settle the Class and PAGA claims at issue in the Operative  
19 Complaint for a non-reversionary Gross Settlement Amount of Four Hundred Fifty Thousand Dollars  
20 and Zero Cents (\$450,000.00), which is exclusive of employer-side payroll taxes. The Gross  
21 Settlement Amount includes: (1) Class Counsel’s fees in the amount of thirty-five (35%) of the Gross  
22 Settlement Amount, equaling One Hundred Fifty-Seven Thousand Five Hundred Dollars and Zero  
23 Cents (\$157,500.00); (2) Class Counsel’s actual litigation costs and expenses, in the amount of  
24 Twenty-One Thousand Nine Hundred Fifty-Nine Dollars and Fifty-Eight Cents (\$21,959.58); (3)  
25 Settlement Administration Costs in the amount of Six Thousand Nine Hundred Ninety Dollars and  
26 Zero Cents (\$6,990.00); (4) Enhancement Payment in the amount of Ten Thousand Dollars and Zero  
27 Cents (\$10,000.00); and (5) PAGA Amount in the amount of Twenty-Two Thousand Five Hundred  
28 Dollars and Zero Cents (\$22,500.00). After the above Court-approved amounts are deducted from the

1 Gross Settlement Amount, the Settlement Class Members will share in a Net Settlement Amount of  
2 approximately Two Hundred Thirty-One Thousand Fifty Dollars and Forty-Two Cents (\$231,050.42).

3 16. The Settlement does not require Settlement Class Members to submit claims as a  
4 prerequisite to receiving their *pro rata* share of the Net Settlement Amount (“Individual Settlement  
5 Share”) nor does it require PAGA Employees to submit claims as a prerequisite to receiving their *pro*  
6 *rata* share of thirty-five percent (35%) of the PAGA Amount (“Individual PAGA Payment”).  
7 Individual Settlement Shares are calculated by the Settlement Administrator by dividing the Net  
8 Settlement Amount by the total number of Workweeks worked by all Settlement Class Members  
9 during the Class Period and multiplying the result by each Settlement Class Member’s Workweeks  
10 worked during the Class Period. Individual PAGA Payments are calculated by the Settlement  
11 Administrator by dividing the amount of the PAGA Employees’ thirty-five percent (35%) share of the  
12 PAGA Amount (\$7,875.00) by the total number of Pay Periods worked by all PAGA Employees  
13 during the PAGA Period and multiplying the result by each PAGA Employee’s Pay Periods worked  
14 during the PAGA Period.

15 17. I am aware from my review of the information provided by the Settlement  
16 Administrator that the estimated average gross Individual Settlement Share is \$1,333.39, the estimated  
17 highest gross Individual Settlement Share is \$3,372.43, and the estimated lowest gross Individual  
18 Settlement Share is \$13.99; the estimated average Individual PAGA Payment is \$46.05, the estimated  
19 highest Individual PAGA Payment is \$112.44, and the estimated lowest Individual PAGA Payment is  
20 \$1.32.

21 18. Each Individual Settlement Share will be allocated as follows: twenty percent (20%)  
22 wages and eighty percent (80%) penalties, interest, and non-wage damages. The portion allocated to  
23 wages will be reported on an IRS Form W-2 and the portions allocated to penalties, interest, and non-  
24 wage damages will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator.  
25 The Settlement Administrator will withhold the employee’s share of taxes and withholdings with  
26 respect to the wages portion of the Individual Settlement Shares, and issue checks to Settlement Class  
27 Members for their net payment of their Individual Settlement Share (“Individual Settlement  
28 Payment”). The employer taxes will be paid separately and in addition to the Gross Settlement

Amount. Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties and will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator.

19. Each Individual Settlement Payment and Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and thereafter, shall be canceled. Any funds associated with such canceled checks will be distributed by the Settlement Administrator to the State of California's Unclaimed Property Division in the name of the Settlement Class Member and/or PAGA Employee.

#### **Notice to the LWDA**

20. On February 18, 2026, Class Counsel submitted a copy of the Settlement Agreement to the LWDA through its online submission portal in compliance with California Labor Code § 2699(s)(2). The LWDA has not objected or otherwise responded to the submission.

#### **The Settlement Is Fair and Reasonable**

##### ***Discovery and Informed Arms-Length Negotiations***

21. The Parties' settlement negotiations were at all times made at arm's-length and were adversarial. The Settlement was reached following a full day of mediation with a highly respected mediator with substantial experience mediating wage and hour cases, and Plaintiff engaged in additional negotiations in order to finalize the long-form agreement presently before the Court.

22. The Parties engaged in extensive informal discovery prior to reaching a settlement. Prior to mediation, Defendant produced a random thirty-three percent (33%) sampling of putative class members' time and pay data. The random sampling was conducted by sorting putative class members' last names alphabetically, then selecting every third employee until the sampling was met. Defendant also produced relevant wage and hour policies, employee handbook, and information regarding the total number of putative class members, the number of current versus former employees, the total workweeks worked by the putative class members, and the average rate of pay for the putative class members. This allowed Class Counsel to conduct an informed assessment and analysis of the strengths and weaknesses of the claims and the potential class-wide damages.

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1           23.     Based on the information exchanged, the Parties extensively briefed issues regarding  
2 class certification and liability and provided their analyses to the Mediator who helped the Parties  
3 debate the strengths and weakness of their respective positions. At all times, Plaintiff was willing and  
4 prepared to litigate this matter through class certification and trial if the Parties had been unable to  
5 reach a favorable resolution. Additionally, settlement negotiations were conducted by highly capable  
6 and experienced counsel. Class Counsel are respected members of the California State Bar with strong  
7 records of vigorous and effective advocacy and are experienced in handling complex wage and hour  
8 class action litigation. Accordingly, Class Counsel had sufficient information and experience to act  
9 intelligently in negotiating the Settlement.

10           24.     Although the investigation and information discovered supports Plaintiff's contentions,  
11 Defendant raised potential defenses and other circumstances that impacted the risk of proceeding on  
12 a class-wide basis. Consideration of these risks factored into the decision to enter the Settlement.

13           25.     Class Counsel is aware of Defendant's defenses and arguments and has also taken into  
14 account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays  
15 inherent in such litigation, including those involved in class and/or representative adjudication.  
16 Plaintiff further recognizes the burdens of proof necessary to establish liability for the claims asserted  
17 in the Action, Defendant's defenses, and the difficulties in establishing entitlement to monetary  
18 recovery. Plaintiff has also considered the Parties' settlement discussions, as well as the evaluations  
19 of the Mediator, who is experienced and well-regarded in complex labor and employment matters.

20           26.     Defendant denied and continues to deny any liability and wrongdoing of any kind  
21 associated with the claims alleged in the Action, and further denies that class certification is  
22 appropriate for any purpose other than the Settlement. Defendant believes that it would ultimately  
23 prevail in the Action. Defendant proffered defenses to both certification and to the merits of Plaintiff's  
24 claims. Defendant contended that Plaintiff's claims are not suitable for class certification because  
25 individual issues would predominate should this case go to trial. As with all class actions, these  
26 complex cases raise difficult management and proof issues and, accordingly, there is a significant risk  
27 that the Court may deny class certification.

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1           27.     Class Counsel also recognized that, even if Plaintiff prevailed at class certification,  
2 proving the amount of wages due to each Class Member would be an expensive, time-consuming, and  
3 extremely uncertain proposition. In order to prove liability and damages, Class Counsel would need  
4 to request and analyze thousands of pages of documents, obtain the Class Members' contact  
5 information, contact them, and obtain declarations at great expense. Obtaining the cooperation of  
6 current employees would also be difficult, given the likely reluctance to aid prosecution of a lawsuit  
7 against a current employer. On the other hand, Defendant would likely be able to obtain the  
8 cooperation of its employees. Moreover, even if Plaintiff prevailed at class certification and trial,  
9 possible appeals would substantially delay any recovery by the Class.

10           28.     Therefore, Class Counsel submits that the Settlement is fair, reasonable, and adequate.  
11 The Settlement is in the best interest of the Class Members, the PAGA Employees, and the State of  
12 California, and is within the accepted range of recoveries for this type of litigation given the inherent  
13 risk of litigation, the risk of obtaining and maintaining class certification, and the costs of further  
14 litigation.

15                                   ***Attorneys' Fees and Costs***

16           29.     Class Counsel seeks thirty-five percent (35%) of the Gross Settlement Amount (i.e.,  
17 \$157,500.00) for fees for the time spent litigating this matter and reimbursement of actual costs and  
18 expenses totaling Twenty-One Thousand Nine Hundred Fifty-Nine Dollars and Fifty-Eight Cents  
19 (\$21,959.58). The requested fees and costs are fair compensation for undertaking complex, risky,  
20 expensive, and time-consuming litigation on a contingent fee basis, especially in light of the  
21 substantial benefits achieved by Class Counsel for the Class Members. Class Counsel's requested fee  
22 award is summarily addressed as follows but is more fully discussed in Plaintiff's Motion for Final  
23 Approval of Class Action and PAGA Settlement, Attorneys' Fees and Costs, Enhancement Payment,  
24 and Settlement Administration Costs ("Motion for Final Approval") filed concurrently herewith.

25           30.     The effectiveness of Blackstone Law, APC's ("Blackstone") prosecution of this matter  
26 has translated into tangible monetary benefits for the Settlement Class Members, the State of  
27 California, and the PAGA Employees as follows: (1) Settlement Class Members, the State of  
28 California, and the PAGA Employees will obtain monetary recovery over a relatively short period of



1 time, as opposed to waiting additional years for the same, or potentially worse, result; (2) a guaranteed  
2 result that compares favorably with other similar class action settlements of this type, given the  
3 strengths and weaknesses of the Action; and (3) significant savings in Class Counsel's fees and/or  
4 costs that would have only increased significantly had the Action progressed through trial and/or  
5 appeals.

6 31. In the present case, Class Counsel has borne all of the risks and costs of litigation and  
7 will not receive any compensation until recovery is obtained. Class Counsel had to consider its  
8 workload during this litigation when considering taking on additional work that was available, and  
9 which Class Counsel had to forego in order to devote the time necessary to pursue this litigation. Class  
10 Counsel is experienced in complex wage-and-hour litigation and used that experience to obtain a  
11 favorable result for the Class, the State of California, and the PAGA Employees. Considering the  
12 amount of fees requested, work performed, risks incurred, and experience of Class Counsel in handling  
13 similar matters, Plaintiff maintains that the requested attorneys' fees of thirty-five percent (35%) of  
14 the Gross Settlement Amount (i.e., \$157,500.00) are reasonable and should be awarded.

15 32. Blackstone was started in February 2018, representing plaintiffs in individual and  
16 representative employment litigation. The firm has grown exponentially over the past eight-plus years,  
17 now maintaining over thirty highly pedigreed attorneys working on almost exclusively labor and  
18 employment class actions, PAGA cases, and individual matters, with roughly 15% of the firm focused  
19 on other complex general litigation matters. Blackstone has been counsel of record on several class  
20 and PAGA actions that have since been resolved, the most recent of which are attached hereto as  
21 **Exhibit 3**. The attorneys who worked on this case are all experienced in litigating wage and hour  
22 matters as follows:

23 a. Jonathan M. Genish is the founder of Blackstone. He received his law degree from  
24 Benjamin N. Cardozo School of Law and was admitted to the California State Bar in 2008. During  
25 law school, he clerked at the litigation firm Oved & Oved, LLP and was published several times in  
26 various small publications. Upon graduation, he was rehired by Freedman & Taitelman, LLP as an  
27 associate and remained employed there from September 2008 through August 2015. During his  
28 tenure, he managed hundreds (perhaps thousands) of complex litigation cases, ranging from

1 employment, corporate, entertainment, and general business litigation matters, though his primary area  
2 of expertise was employment, both single plaintiff and representative actions. On the vast majority of  
3 those cases, he was the only or primary attorney managing the case and thus obtained extensive  
4 experience. In that capacity, he conducted wage and hour and wrongful termination labor and  
5 employment intakes; was the primary contact for all clients; took and defended hundreds (if not  
6 thousands) of depositions; propounded and responded to all discovery; prepared and opposed all  
7 motions and pleadings, including dispositive and certification motions; strategized on all cases;  
8 attended all hearings; attended all mediations; coordinated with class action administrators; prepared  
9 and worked with experts; first and second chaired multiple trials and arbitrations; and engaged in all  
10 other intricate facets of litigation. During that time, he represented a wide range of clients from sole  
11 proprietorships to Fortune 500 companies in state, federal, complex, and appellate courts. Many of  
12 the cases he managed were highly publicized, with articles written about them in the Los Angeles  
13 Times, Deadline, The Hollywood Reporter, Business Insider, Law360, and others. Super Lawyers has  
14 regularly honored him as a Southern California Rising Star since 2012. His billable rate is \$1,295,  
15 which is well within the prevailing rate for attorneys with his experience in this area of practice in  
16 Southern California.

17       b. Barbara DuVan-Clarke is a 16-year litigator who joined Blackstone in September 2022  
18 as a Senior Trial Attorney and Team Lead, building on her entire career of litigating single-plaintiff  
19 employment, catastrophic injury, and class/PAGA matters with well-known plaintiff-side wage and  
20 hour law firms in Los Angeles. She earned her Bachelor of Arts degree from the University of  
21 California at Los Angeles in 2003, and then obtained her Juris Doctorate from Case Western Reserve  
22 University in Cleveland, Ohio in 2007. Ms. DuVan-Clarke also maintains leadership roles in the  
23 California Employment Lawyers' Association ("CELA") and other organizations. Her hourly rate of  
24 \$1,050 is reasonable based on her education and experience and is in line with the market rate.

25       c. Danielle L. GruppChang is a senior associate attorney at Blackstone. She graduated  
26 from California Polytechnic University San Luis Obispo in 2013, with a Bachelor of Arts degree in  
27 Political Science with a minor in Communication Studies. She then obtained her Juris Doctorate from  
28 University of California Law San Francisco (formerly known as University of California Hastings

College of the Law), graduating in 2016, and was admitted to the California State Bar in January 2017. She has practiced exclusively plaintiff's side labor and employment class and representative action law from 2017 through the present. Her hourly rate of \$825 is reasonable based on her education and experience and is in line with the market rate.

d. P.J. Van Ert is an accomplished attorney who joined Blackstone in 2023, after having worked at an employment litigation firm for 2 years, and prior to that, having served as a District Attorney for over 13 years. In that role, she was a prolific trial attorney, and it is my understanding that she tried over 50 jury trials to verdict. She graduated from University of California at Davis in 2000, with a Bachelor of Arts degree, and from University of California at Los Angeles School of Law with a Juris Doctorate in 2004. She was admitted to the State Bar of California in December 2004. Her hourly rate of \$750 is reasonable based on her education and experience and is in line with the market rate.

e. I joined Blackstone from a highly reputable employment law firm. I graduated from the University of California, Los Angeles with a Bachelor of Arts degree in 2016 and from New England Law | Boston with a Juris Doctor degree in 2019. I was admitted to the State Bar of California in December of 2019 and the State Bars of New York and New Jersey in 2023. I am additionally licensed in all federal district courts of California. I have worked on many wage and hour class action and PAGA representative matters, and my work has included, *inter alia*, researching and drafting pleadings, administrative notice exhaustion, drafting, negotiating, and finalizing stipulations and settlement agreements, engaging in motion practice, claims evaluation and analysis, and making court appearances. I manage the post-settlement department at Blackstone. In that capacity, I oversee and handle over 100 wage-and-hour putative class actions and/or representative actions under PAGA that are in settlement. My hourly rate of \$750 is reasonable based on my education and experience and is in line with the market rate.

f. Jasmine Y. Kianfard recently joined Blackstone. She received her Bachelor of Arts degree from California State University, Fullerton in 2015, her Master of Journalism from University of Southern California, Los Angeles in 2016, and Juris Doctor degree from Chapman University Dale E. Fowler School of Law in 2021. She was admitted to the State Bar of California in 2023. Her hourly

rate of \$550 is reasonable based on her education and experience and is in line with the market rate.

33. Class Counsel has spent approximately 243.80 total hours litigating this matter. To date, our total fees incurred amount to \$217,209. Each attorney who worked on this matter engaged in a multitude of tasks, including communicating with the client and defense counsel; investigating the facts and researching applicable legal issues; drafting pleadings, informal discovery requests, and joint statements; reviewing documents; preparing for and attending mediation; and facilitating the settlement by drafting the settlement documents and motion papers for obtaining settlement approval. One difficulty in determining the hourly rate of attorneys of similar skill and experience in the relevant community is the scarcity of hourly fee-paying clients in class action litigation. As a practical matter, few if any employees or consumers pay attorneys' fees on an hourly basis for such extensive litigation, and thus retainer agreements in such cases are based on a stepped-up contingency fee (with the percentage increasing from one third to forty-five – and sometimes even fifty percent, which is on par with personal injury contingency fee agreements – if the case goes to trial). Therefore, there is no customary hourly billing rate for work that is routinely based on a contingent fee relationship, but the nature of class action work should be strongly considered by the Court. Wage and hour work presents a specialized and challenging area of law that is not within the knowledge of many lawyers. This kind of class action work requires specialized learning and the willingness to take large risks. A summary of Class Counsel's lodestar for each attorney who worked on this case is as follows:

| <u>Attorney</u>        | <u>Position</u>                     | <u>Hours</u> | <u>Rate</u> | <u>Total</u> |
|------------------------|-------------------------------------|--------------|-------------|--------------|
| Jonathan M. Genish     | Managing Partner                    | 21.20        | \$1,295     | \$27,454     |
| Barbara DuVan-Clarke   | Senior Trial Attorney and Team Lead | 76.30        | \$1,050     | \$80,115     |
| Danielle L. GruppChang | Senior Associate                    | 64.20        | \$825       | \$52,965     |
| P.J. Van Ert           | Associate Attorney                  | 28.30        | \$750       | \$21,225     |
| Alexandra Rose         | Senior Associate                    | 29.30        | \$750       | \$21,975     |
| Jasmine Y. Kianfard    | Associate Attorney                  | 24.50        | \$550       | \$13,475     |

34. We expect to spend an additional 10 hours (\$7,500) in connection with preparing for and attending the Final Approval Hearing and managing the Settlement through its conclusion, including anticipated communications with defense counsel, the Settlement Administrator, our client, and Class Members. Based thereon, the total amount of Class Counsel's fees through closure of this case are estimated to be approximately \$224,709.

35. The Settlement Agreement provides for reimbursement of litigation costs and expenses not to exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00). Class Counsel seeks reimbursement of a total of Twenty-One Thousand Nine Hundred Fifty-Nine Dollars and Fifty-Eight Cents (\$21,959.58) in litigation costs and expenses. A true and correct itemized list of Blackstone's litigation costs and expenses is attached hereto as **Exhibit 4**. This amount was reasonable and necessary in the prosecution of this matter.

36. The requested award of Attorneys' Fees and Costs was included and set forth clearly in the Class Notice provided to the Class Members.

### *Enhancement Payment*

37. As part of the Settlement Agreement, Plaintiff is requesting a reasonable Enhancement Payment in the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff. The requested Enhancement Payment is eminently reasonable given the time and effort Plaintiff spent on this matter, and the benefit to the other Class Members as a result of Plaintiff's actions. Enhancement awards in wage and hour cases typically range from \$5,000.00 to \$20,000.00, although some awards are higher. The Declaration of Plaintiff Dianna Flores submitted herewith details her work and efforts in bringing and litigating this matter through resolution and supports the requested Enhancement Payment. The requested Enhancement Payment was also disclosed in the Class Notice provided to the Class Members.

### ***Settlement Administration Costs***

38. In Plaintiff's Motion for Preliminary Approval, Plaintiff requested, and the Court approved, Settlement Administration Costs not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00). CPT Group, Inc., the approved Settlement Administrator, provided Class Counsel with its quote stating that its cost to administer the Settlement is Six Thousand Nine Hundred Ninety Dollars

1 and Zero Cents (\$6,990.00).

2 ***Allocation to the LWDA***

3 39. As part of the Settlement, Defendant has agreed to pay Twenty-Two Thousand Five  
4 Hundred Dollars and Zero Cents (\$22,500.00) to settle the claims of the PAGA Employees brought  
5 pursuant to PAGA, of which the payment of Fourteen Thousand Six Hundred Twenty-Five Dollars  
6 and Zero Cents (\$14,625.00) (65% of the PAGA Amount) will be paid to the LWDA for education  
7 and enforcement purposes.

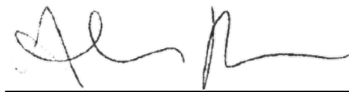
8 40. It is extremely common in approved wage and hour class action cases that settle that  
9 only a small portion of the total settlement is paid to PAGA penalties “in order to maximize payments  
10 to class members.” (*Magadia v. Wal-Mart Assocs.* (N.D. Cal. May 31, 2019, No. 17-CV-00062-LHK)  
11 2019 U.S. Dist. LEXIS 91732, \*90-91, citing as examples *Ceja-Corona v. CVS Pharm., Inc.* (E.D.  
12 Cal. Jan. 14, 2015) 2015 U.S. Dist. LEXIS 5118, 2015 WL 222500, at \*2-3 [preliminarily approving  
13 \$10,000 in PAGA penalties out of a total settlement amount of \$900,000]; *Thio v. Genji, LLC* (N.D.  
14 Cal. 2014) 14 F. Supp. 3d 1324, 1330 [preliminarily approving \$10,000 in PAGA penalties out of a  
15 total settlement amount of \$1,250,000]; *Franco v. Ruiz Food Prods.* (E.D. Cal. Nov. 27, 2012) 2012  
16 U.S. Dist. LEXIS 169057, 2012 WL 5941801, at \*14 [granting final approval of \$10,000 in PAGA  
17 penalties out of a total settlement amount of \$2,500,000]; *Garcia v. Gordon Trucking, Inc.* (E.D. Cal.  
18 Oct. 31, 2012) 2012 U.S. Dist. LEXIS 160052, 2012 WL 5364575, at \*3 [granting final approval of  
19 \$10,000 in PAGA penalties out of a total settlement amount of \$3,700,000]; *Chu v. Wells Fargo Invs.,*  
20 *LLC* (N.D. Cal. Feb. 16, 2011) 2011 U.S. Dist. LEXIS 15821, 2011 WL 672645, at \*1 [granting final  
21 approval of \$10,000 in PAGA penalties out of a total settlement amount of \$6,900,000].) Like here,  
22 in these approved settlements, the parties generally maximized statutory penalties and minimized  
23 PAGA penalties to focus on claims to the class members, the persons who actually suffered the  
24 California Labor Code violations.

25 ***Notice to the Class***

26 41. The Class Notice approved by the Court met the requirements for proper notice of  
27 settlement to a class: it identified the Parties and described the Action, the Class, the Gross Settlement  
28 Amount, the proposed method for distribution of the Gross Settlement Amount, the amounts proposed

1 to be paid as the Enhancement Payment to Plaintiff, the Settlement Administration Costs to the  
2 Settlement Administrator, and the Attorneys' Fees and Costs to Class Counsel. The Class Notice  
3 described the proposed Settlement with enough specificity to allow each Class Member to make an  
4 informed choice whether to accept and participate in it. It also explained how and when Class  
5 Members may object to or opt out of the Class Settlement. Finally, the Class Notice provided the date  
6 and time of the hearing on final approval of the Settlement and informed Class Members how to obtain  
7 additional information about the Settlement.

8 I declare under penalty of perjury under the laws of the State of California that the foregoing  
9 is true and correct. Executed on May 21, 2026, at Jersey City, New Jersey.

10   
11 \_\_\_\_\_  
12 Alexandra Rose

# **EXHIBIT 1**



1 **FIRST AMENDED JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT**

2 This First Amended Joint Stipulation of Class Action and PAGA Settlement (“Settlement,”  
3 “Agreement,” or “Settlement Agreement”) is made and entered into by and between Plaintiff Dianna  
4 Flores (“Plaintiff” or “Class Representative”), individually, and on behalf of all others similarly  
5 situated and on behalf of the State of California with respect to aggrieved employees, and Defendant  
6 Capitol Distribution Company LLC dba Capitol Food Company (“Defendant”) (together, Plaintiff and  
7 Defendant are referred to as “Parties” and individually as “Party”).

8 This Settlement Agreement shall be binding on Plaintiff, Settlement Class Members (as  
9 defined herein), the State of California as to the employment of PAGA Employees (as defined herein),  
10 and Defendant, subject to the terms and conditions hereof and the approval of the Court.

11 Pursuant to Paragraph 49 of the Joint Stipulation of Class Action and PAGA Settlement which  
12 was executed on August 11, 2025 (“Original Agreement,”), the Original Agreement is hereby replaced  
13 and supplanted in its entirety by this instrument.

14 **RECITALS**

15 1. On August 6, 2024, Plaintiff provided written notice to the Labor and Workforce  
16 Development Agency (“LWDA”) by online submission and to Defendant by U.S. Certified Mail,  
17 pursuant to California Labor Code Section 2699.3, of the specific provisions of the California Labor  
18 Code alleged to have been violated by Defendant (“PAGA Letter”).

19 2. On August 13, 2024, Plaintiff filed a Class Action Complaint in the action entitled  
20 *Dianna Flores v. Capitol Distribution Company LLC dba Capitol Food Company*, Los Angeles  
21 County Superior Court Case No. 24STCV20477 (“Action”), thereby commencing a putative class  
22 action against Defendant.

23 3. On October 14, 2024, Plaintiff filed a Complaint for Enforcement Action Under the  
24 Private Attorneys General Act, Cal. Labor Code §§ 2698 *Et Seq.* in the action entitled *Dianna Flores*  
25 *v. Capitol Distribution Company LLC dba Capitol Food Company*, Los Angeles County Superior  
26 Court Case No. 24STCV26687 (“PAGA Action”), which alleged one cause of action under the Private  
27 Attorneys General Act of 2004 pursuant to California Labor Code Section 2698 *et seq.* (“PAGA”)  
28 against Defendant. Together, the Action and the PAGA Action shall be referred to as the “Actions”.

1           4.       On August 15, 2025, Plaintiff filed a First Amended Class and Representative Action  
2 Complaint (“Operative Complaint”) in the Action, which added the PAGA claims alleged in the  
3 PAGA Action

4           5.       On August 19, 2025, the PAGA Action was dismissed without prejudice.

5           6.       The Operative Complaint alleges eleven (11) causes of action for violations of the  
6 California Labor Code for failure to pay minimum wages, failure to pay overtime wages, failure to  
7 provide compliant meal periods and premium payments in lieu thereof, failure to provide compliant  
8 rest periods and premium payments in lieu thereof, failure to timely pay wages during employment,  
9 failure to provide one day’s rest in seven, failure to provide compliant wage statements, failure to  
10 timely pay wages upon termination, and failure to reimburse necessary business expenses, for  
11 violations of California Business & Professions Code Section 17200, *et seq.* based on the  
12 aforementioned California Labor Code violations, and for civil penalties under PAGA based on the  
13 aforementioned California Labor Code violations.

14           7.       Defendant denies all material allegations set forth in the Actions, denies any failure to  
15 comply with the laws identified in the Operative Complaint and denies any and all liability for the  
16 causes of action alleged, and has asserted numerous affirmative defenses. Notwithstanding, in the  
17 interest of avoiding further litigation, Defendant desires to fully and finally settle the Actions, Released  
18 Class Claims (as defined herein), and Released PAGA Claims (as defined herein).

19           8.       Class Counsel diligently investigated the class and PAGA claims against Defendant,  
20 including any and all applicable defenses and the applicable law. The investigation included, *inter*  
21 *alia*, the exchange of information, data, including time and pay data, and documents, and review of  
22 corporate policies and practices. The Parties have engaged in sufficient informal discovery and  
23 investigation to assess the relative merits of the claims and contentions of the Parties.

24           9.       On June 11, 2025, the Parties participated in mediation with Monique Ngo-Bonnici,  
25 Esq. (the “Mediator”), a respected mediator of complex wage and hour actions, and with the assistance  
26 of the Mediator’s evaluations, the Parties reached the settlement that is memorialized herein. The  
27 Parties’ settlement discussions were conducted at arms’ length, and the Settlement is the result of an  
28 informed and detailed analysis of Defendant’s potential liability and exposure in relation to the costs

and risks associated with continued litigation. Based on Class Counsel’s investigation and evaluation, Class Counsel believes that the settlement with Defendant for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Class Members, State of California, and PAGA Employees in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation and various defenses asserted by Defendant.

10. The Parties expressly acknowledge that this Settlement Agreement is entered into solely for the purpose of compromising significantly disputed claims and that nothing herein is an admission of liability or wrongdoing by Defendant. If for any reason this Settlement Agreement is not approved, it will be of no force or effect, and the Parties shall be returned to their original respective positions.

### **DEFINITIONS**

11. The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective.

a. “Attorneys’ Fees and Costs” means attorneys’ fees approved by the Court for Class Counsel’s litigation and resolution of the Actions and all actual costs and expenses incurred and to be incurred by Class Counsel in connection with the Actions, as set forth in Paragraph 14.

b. “Class” or “Class Member(s)” means all current and former non-exempt employees (excluding drivers) who worked for Defendant in the State of California at any time during the Class Period.

c. “Class Counsel” means Jonathan M. Genish, Barbara DuVan-Clarke, P.J. Van Ert, Danielle Ling GruppChang, and Alexandra Rose of Blackstone Law, APC, who will seek to be appointed counsel for the Class.

d. “Class List” means a complete list of all Class Members that Defendant will diligently and in good faith compile from its records and provide to the Settlement Administrator. The Class List will be formatted in a readable Microsoft Office Excel spreadsheet containing the following information for each Class Member: (1) full name; (2) last known mailing address; (3) Social Security number; (4) and number of Workweeks and Pay Periods.

e. “Class Notice” means the Notice of Class Action Settlement, substantially in the form attached hereto as “**Exhibit A**.”

f. “Class Period” means the period from August 13, 2020 to March 22, 2025.

g. “Class Settlement” means the settlement and resolution of all Released Class Claims.

h. “Court” means the Superior Court of the State of California for the County of Los Angeles.

i. “Defendant’s Counsel” means Dina S. Glucksman, Leslie H. Joyner, and Emilie MacLean of Gordon Rees Scully Mansukhani, LLP.

j. “Dispute” means a letter submitted by a Class Member disputing the number of Workweeks and/or Pay Periods which have been credited to them, which must: (a) contain the case name and number of the Action; (b) contain the Class Member’s full name, signature, address, telephone number, and the last four (4) digits of the Class Member’s Social Security number; (c) clearly state that the Class Member disputes the number of Workweeks and/or Pay Periods credited to the Class Member and what the Class Member contends is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

k. “Effective Date” means the following: (i) if no Settlement Class Member objects to the Class Settlement, then the Effective Date will be the date of Final Approval; or (ii) if any Settlement Class Member objects to the Class Settlement, the Effective Date will be the sixty-first (61st) calendar day after the date of Final Approval, provided no appeal is initiated by an objector; or (iii) if a timely appeal is initiated by an objector, then the Effective Date will be the day after final resolution of that appeal (including any requests for rehearing and/or petitions for certiorari), resulting in final judicial approval of the Settlement.

l. “Employer Taxes” means the employer’s share of taxes and contributions in connection with the wages portion of Individual Settlement Shares, which shall be paid by Defendant in addition to the Gross Settlement Amount.

///

m. “Enhancement Payment” means the amount to be paid to Plaintiff, in recognition of her effort and work in prosecuting the Actions on behalf of Class Members and PAGA Employees, and general release of claims, as set forth in Paragraph 15.

n. “Final Approval” means the determination by the Court that the Settlement is fair, reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.

o. “Final Approval Hearing” means the hearing at which the Court will consider and determine whether the Settlement should be granted Final Approval.

p. “Final Approval Order and Judgment” means the order granting final approval of the Settlement and entering judgment thereon, in a form and content mutually agreed to by the Parties, and subject to approval by the Court.

q. “Gross Settlement Amount” means the amount of Four Hundred Fifty Thousand Dollars and Zero Cents (\$450,000.00) to be paid by Defendant in full satisfaction of the Actions, Released Class Claims, and Released PAGA Claims, which includes all Attorneys’ Fees and Costs, Enhancement Payment, PAGA Amount, Settlement Administration Costs, and Net Settlement Amount to be paid to the Settlement Class Members. Defendant shall pay the Employer Taxes separately and in addition to the Gross Settlement Amount. The Gross Settlement Amount is non-reversionary; no portion of the Gross Settlement Payment will return to Defendant.

r. “Individual PAGA Payment” means the *pro rata* share of the PAGA Employee Amount that a PAGA Employee may be eligible to receive under the PAGA Settlement, to be calculated in accordance with Paragraph 20.

s. “Individual Settlement Payment” means the net payment of each Settlement Class Member’s Individual Settlement Share, after reduction for the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share, as provided in Paragraph 21.

t. “Individual Settlement Share” means the *pro rata* share of the Net Settlement Amount that a Class Member may be eligible to receive under the Class Settlement, to be calculated in accordance with Paragraph 19.

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u. “LWDA Payment” means the amount of Fourteen Thousand Six Hundred Twenty-Five Dollars and Zero Cents (\$14,625.00), i.e., 65% of the PAGA Amount, that the Parties have agreed to pay to the LWDA under the PAGA Settlement, as set forth in Paragraph 16.

v. “Net Settlement Amount” means the portion of the Gross Settlement Amount that is available for distribution to Settlement Class Members, which is the Gross Settlement Amount less the Court-approved Attorneys’ Fees and Costs, Enhancement Payment, PAGA Amount, and Settlement Administration Costs.

w. “Notice of Objection” means a Settlement Class Member’s written objection to the Class Settlement, which must: (a) contain the case name and number of the Action; (b) contain the objector’s full name, signature, address, telephone number, and the last four (4) digits of the objector’s Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

x. “PAGA Amount” means the allocation of Twenty-Two Thousand Five Hundred Dollars and Zero Cents (\$22,500.00) from the Gross Settlement Amount for the PAGA Settlement. Sixty-five percent (65%) of the PAGA Amount, or \$14,625.00, will be paid to the LWDA (i.e., the LWDA Payment) and the remaining thirty-five percent (35%), or \$7,875.00, will be distributed to the PAGA Employees (i.e., the PAGA Employee Amount).

y. “PAGA Employee(s)” means all current and former non-exempt employees (excluding drivers) who worked for Defendant in the State of California at any time during the PAGA Period.

z. “PAGA Employee Amount” means the amount of Seven Thousand Eight Hundred Seventy-Five Dollars and Zero Cents (\$7,875.00), i.e., 35% of the PAGA Amount, to be distributed to PAGA Employees on a *pro rata* basis based on their Pay Periods.

aa. “PAGA Period” means the period from August 6, 2023 to March 22, 2025.

bb. “PAGA Settlement” means the settlement and resolution of all Released PAGA Claims.

cc. “Pay Periods” means the number of pay periods each PAGA Employee worked for Defendant as a non-exempt employee in California during the PAGA Period.

dd. “Preliminary Approval” means the date on which the Court enters the Preliminary Approval Order.

ee. “Preliminary Approval Order” means the order granting preliminary approval of the Settlement, in a form and content mutually agreed to by the Parties, and subject to approval by the Court.

ff. “Released Class Claims” means any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys’ fees, damages, or causes of action which were alleged or which could have been reasonably alleged based on the factual allegations in the Operative Complaint, arising during the Class Period under any federal, state, or local law, which shall specifically include claims for Defendant’s alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide one day’s rest in seven, provide accurate wage statements, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 551, 552, 1194, 1197, 1197.1, 1198, 2800, and 2802, the applicable Industrial Welfare Commission Wage Order, California Business and Professions Code sections 17200, *et seq.*, and all claims for attorneys’ fees and costs and statutory interest in connection therewith.

gg. “Released PAGA Claims” means any and all claims arising from any of the factual allegations in the PAGA Letter and the Operative Complaint, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*, which shall specifically include claims for Defendant’s alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide one day’s rest in seven, provide compliant wage statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the

1 applicable Industrial Welfare Commission Wage Order, and all claims for attorneys' fees and costs in  
2 connection therewith.

3 hh. "Released Parties" means Defendant and its current and former officers,  
4 directors, members, attorneys, insurers, shareholders, representatives, and agents during the Class  
5 Period and their respective parents, subsidiaries, affiliates, predecessors, successors, and assigns.

6 ii. "Request for Exclusion" means a letter submitted by a Class Member indicating  
7 a request to be excluded from the Class Settlement, which must: (a) contain the case name and number  
8 of the Action; (b) contain the Class Member's full name, signature, address, telephone number, and  
9 last four (4) digits of the Class Member's Social Security number; (c) clearly state that the Class  
10 Member does not wish to be included in the Class Settlement; and (d) be returned by mail to the  
11 Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

12 jj. "Response Deadline" means the deadline by which Class Members must submit  
13 a Request for Exclusion, Notice of Objection, and/or Dispute, which shall be the date that is forty-five  
14 (45) calendar days from the initial mailing of the Class Notice by the Settlement Administrator to  
15 Class Members, unless the 45th day falls on a Sunday or Federal holiday, in which case the Response  
16 Deadline will be extended to the next day on which the United States Postal service is open. The  
17 Response Deadline may also be extended by express agreement between Class Counsel and  
18 Defendant's Counsel. In the event that a Class Notice is re-mailed to a Class Member, the Response  
19 Deadline for that Class Member shall be extended fifteen (15) calendar days from the original  
20 Response Deadline.

21 kk. "Settlement Administrator" means CPT Group, Inc., or any other third-party  
22 class action settlement administrator agreed to by the Parties and approved by the Court for purposes  
23 of administering the Settlement. The Parties and their counsel each represent that they do not have  
24 any financial interest in the Settlement Administrator or otherwise have a relationship with the  
25 Settlement Administrator that could create a conflict of interest.

26 ll. "Settlement Administration Costs" means the costs payable from the Gross  
27 Settlement Amount to the Settlement Administrator for administering the Settlement, as set forth in  
28 Paragraph 17.



mm. “Settlement Class” or “Settlement Class Member(s)” means all Class Members who do not submit a timely and valid Request for Exclusion.

nn. “Workweeks” means the number of weeks each Class Member worked for Defendant as a non-exempt employee in California during the Class Period.

### **CLASS CERTIFICATION**

12. For the purposes of this Settlement only, the Parties stipulate to the certification of the Class.

13. The Parties agree that certification for the purpose of settlement is not an admission that certification is proper under Section 382 of the California Code of Civil Procedure. Should, for whatever reason, the Court not grant Final Approval, the Parties’ stipulation to class certification as part of the Settlement shall become null and void ab initio and shall have no bearing on, and shall not be admissible in connection with, the issue of whether or not certification would be inappropriate in a non-settlement context.

### **TERMS OF THE AGREEMENT**

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth herein, the Parties agree, subject to the Court’s approval, as follows:

14. Attorneys’ Fees and Costs. Defendant agrees not to oppose or impede any application or motion by Class Counsel for attorneys’ fees in the amount up to thirty-five (35%) of the Gross Settlement Amount (i.e., \$157,500.00) and reimbursement of actual costs and expenses associated with Class Counsel’s litigation and settlement of the Actions, in an amount not to exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00), both of which will be paid from the Gross Settlement Amount. These amounts will cover any and all work performed and any and all costs incurred by Class Counsel in connection with the litigation of the Actions, including without limitation all work performed and costs incurred to date, and all work to be performed and all costs to be incurred in connection with obtaining the Court’s approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts received. The Settlement Administrator shall issue an IRS Form 1099 to Class Counsel

1 for the Attorneys' Fees and Costs. Any portion of the requested Attorneys' Fees and Costs that is not  
2 awarded by the Court to Class Counsel shall be reallocated to the Net Settlement Amount for the  
3 benefit of the Settlement Class Members.

4 15. Enhancement Payment. Defendant agrees not to oppose or impede any application or  
5 motion by Plaintiff for an Enhancement Payment in the amount up to Ten Thousand Dollars and Zero  
6 Cents (\$10,000.00). The Enhancement Payment, which will be paid from the Gross Settlement  
7 Amount, subject to Court approval, will be in addition to their Individual Settlement Payment as a  
8 Settlement Class Member and Individual PAGA Payment as a PAGA Employee. Plaintiff shall be  
9 solely and legally responsible for correctly characterizing this compensation for tax purposes and for  
10 paying any taxes on the amounts received. The Settlement Administrator shall issue an IRS Form  
11 1099 to Plaintiff for the Enhancement Payment. Any portion of the requested Enhancement Payment  
12 that is not awarded by the Court to Plaintiff shall be reallocated to the Net Settlement Amount for the  
13 benefit of the Settlement Class Members.

14 16. PAGA Amount. Subject to approval by the Court, the Parties agree that the amount of  
15 Twenty-Two Thousand Five Hundred Dollars and Zero Cents (\$22,500.00) shall be allocated from  
16 the Gross Settlement Amount toward penalties under the Private Attorneys General Act, California  
17 Labor Code Section 2698, *et seq.* (i.e., the PAGA Amount), of which sixty-five percent (65%), or  
18 \$14,625.00, will be paid to the LWDA (i.e., the LWDA Payment) and thirty-five percent (35%), or  
19 \$7,875.00, will be distributed to PAGA Employees (i.e., the PAGA Employee Amount) on a *pro rata*  
20 basis, based on the total number of Pay Periods worked by each PAGA Employee during the PAGA  
21 Period (i.e., the Individual PAGA Payments).

22 17. Settlement Administration Costs. The Settlement Administrator will be paid for the  
23 reasonable costs of administration of the Settlement and distribution of payments under the Settlement,  
24 which is currently estimated not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00). These  
25 costs, which will be paid from the Gross Settlement Amount, subject to Court approval, will include,  
26 *inter alia*, translating the Class Notice to Spanish, printing, distributing, and tracking Class Notices  
27 and other documents for the Settlement, calculating and distributing payments due under the  
28 Settlement, issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings,

1 and remittances, providing necessary reports and declarations, and other duties and responsibilities set  
2 forth herein to process the Settlement, and as requested by the Parties. To the extent the actual  
3 Settlement Administrator's costs are greater than the estimated amount stated herein, such excess  
4 amount will be deducted from the Gross Settlement Amount, subject to approval by the Court. Any  
5 portion of the estimated, designated, and/or awarded Settlement Administration Costs which are not  
6 in fact required to fulfill payment to the Settlement Administrator to undertake the required settlement  
7 administration duties shall be reallocated to the Net Settlement Amount for the benefit of the  
8 Settlement Class Members.

9 18. Workweeks. Defendant has represented there are 16,294 Workweeks during the Class  
10 Period. If the total number of Workweeks worked by the Class Members during the Class Period  
11 actually exceeds 16,294, then Plaintiff has the option to terminate the Settlement.

12 19. Individual Settlement Share Calculations. Individual Settlement Shares will be  
13 calculated and apportioned from the Net Settlement Amount based on the Class Members' number of  
14 Workweeks, as follows:

15 a. After Preliminary Approval, the Settlement Administrator will divide the Net  
16 Settlement Amount by the Workweeks of all Class Members to yield the "Estimated Workweek  
17 Value," and multiply each Class Member's individual Workweeks by the Estimated Workweek Value  
18 to yield each Class Member's estimated Individual Settlement Share that the Class Member may be  
19 entitled to receive under the Class Settlement.

20 b. After Final Approval, the Settlement Administrator will divide the final Net  
21 Settlement Amount by the Workweeks of all Settlement Class Members to yield the "Final Workweek  
22 Value," and multiply each Settlement Class Member's individual Workweeks by the Final Workweek  
23 Value to each Settlement Class Member's final Individual Settlement Share.

24 20. Individual PAGA Payment Calculations. Individual PAGA Payments will be  
25 calculated and apportioned from the PAGA Employee Amount based on the PAGA Employees'  
26 number of Pay Periods, as follows: The Settlement Administrator will divide the PAGA Employee  
27 Amount, i.e., 35% of the PAGA Amount, by the Pay Periods of all PAGA Employees to yield the  
28 "Pay Period Value," and multiply each PAGA Employee's individual Pay Periods by the Pay Period

1 Value to yield each PAGA Employee's Individual PAGA Payment.

2 21. Tax Treatment of Individual Settlement Shares and Individual PAGA Payments. Each  
3 Individual Settlement Share will be allocated as follows: twenty percent (20%) wages and eighty  
4 percent (80%) penalties, interest, and non-wage damages. The portion allocated to wages will be  
5 reported on an IRS Form W-2 and the portions allocated to penalties, interest, and non-wage damages  
6 will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. The Settlement  
7 Administrator will withhold the employee's share of taxes and withholdings with respect to the wages  
8 portion of the Individual Settlement Shares, and issue checks to Settlement Class Members for their  
9 Individual Settlement Payments (i.e., payment of their Individual Settlement Share net of these taxes  
10 and withholdings). The Employer Taxes will be paid separately and in addition to the Gross  
11 Settlement Amount. Each Individual PAGA Payment will be allocated as one hundred percent (100%)  
12 penalties and will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator.

13 22. Administration of Taxes by the Settlement Administrator. The Settlement  
14 Administrator will be responsible for issuing to Plaintiff, Settlement Class Members, PAGA  
15 Employees, and Class Counsel any tax forms (i.e., IRS Forms W-2, IRS Forms 1099, etc.) as may be  
16 required by law for all amounts paid pursuant to this Settlement Agreement. The Settlement  
17 Administrator will also be responsible for calculating the Employer Taxes and forwarding all payroll  
18 taxes and other legally required withholdings to the appropriate government authorities.

19 23. Tax Liability. Plaintiff, Class Counsel, Defendant, and Defendant's Counsel do not  
20 intend anything contained in this Settlement Agreement to constitute advice regarding taxes or  
21 taxability, nor shall anything in this Settlement Agreement be relied on as such. Plaintiff, Settlement  
22 Class Members, and PAGA Employees are not relying on any statement, representation, or calculation  
23 by Defendant, the Settlement Administrator, or Class Counsel in this regard. Plaintiff, Settlement  
24 Class Members, and PAGA Employees understand and agree that Plaintiff, Settlement Class  
25 Members, and PAGA Employees will be solely responsible for the payment of any taxes and penalties  
26 assessed on the payments described in this Settlement Agreement. Plaintiff, Settlement Class  
27 Members, and PAGA Employees should consult with their tax advisors concerning the tax  
28 consequences of any payment they receive under the Settlement.

24. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT (FOR PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS SETTLEMENT AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISORS, IS OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B) HAS NOT ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISOR TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY’S OR ADVISOR’S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.

25. Settlement Awards Do Not Trigger Additional Benefits. All payments made under the Settlement shall be deemed to be paid to the payee solely in the year in which such payments actually are issued to the payee. It is expressly understood and agreed that payments made under this Settlement shall not in any way entitle Plaintiff, Settlement Class Members, or any PAGA Employee to additional compensation or benefits under any new or additional compensation or benefits, or any

bonus, contest, or other compensation or benefit plan or agreement in place during the Class Period, nor will it entitle Plaintiff, Settlement Class Members, or any PAGA Employee to any increased retirement, 401K benefits or matching benefits, or deferred compensation benefits (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the Class Period).

26. Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement.

Plaintiff will obtain a hearing date from the Court for Plaintiff's motion for preliminary approval of the Settlement, which Class Counsel will be responsible for drafting, and submit this Settlement Agreement to the Court in support of said motion. Class Counsel will provide Defendant's Counsel a draft of the preliminary approval motion before filing it with the Court. Defendant agrees not to oppose the motion for preliminary approval of the Settlement consistent with this Settlement Agreement. By way of said motion, Plaintiff will apply for the entry of the Preliminary Approval Order seeking the following:

- a. Conditionally certifying the Class for settlement purposes only;
- b. Granting Preliminary Approval of the Settlement;
- c. Preliminarily appointing Plaintiff as the representative of the Class;
- d. Preliminarily appointing Class Counsel as counsel for the Class;
- e. Approving as to form and content, the mutually-agreed upon and proposed Class Notice and directing its mailing by First Class U.S. Mail;
- f. Approving the manner and method for Class Members to request exclusion from or object to the Class Settlement as contained herein and within the Class Notice; and
- g. Scheduling a Final Approval Hearing at which the Court will determine whether Final Approval of the Settlement should be granted.

27. Notice of Settlement to the LWDA. Pursuant to California Labor Code § 2699(s)(2), Class Counsel shall notify the LWDA of the Settlement.

28. Delivery of Class List. Within thirty (30) calendar days of Preliminary Approval, Defendant will provide the Class List to the Settlement Administrator. To protect Class Members' privacy rights, the Settlement Administrator must maintain the Class List in confidence, use the Class

1 List only for purposes of this Settlement and for no other purpose, and restrict access to the Class List  
2 to Settlement Administrator employees who need access to the Class List to effect and perform under  
3 this Agreement.

4 29. Notice by First-Class U.S. Mail.

5 a. Within seven (7) calendar days after receiving the Class List from Defendant,  
6 the Settlement Administrator will perform a search based on the National Change of Address Database  
7 or any other similar services available, such as provided by Experian, for information to update and  
8 correct for any known or identifiable address changes, and will mail a Class Notice in English and  
9 Spanish (in the form attached as **Exhibit A** to this Settlement Agreement) to all Class Members via  
10 First-Class U.S. Mail, using the most current, known mailing addresses identified by the Settlement  
11 Administrator.

12 b. Any Class Notice returned to the Settlement Administrator as undeliverable on  
13 or before the Response Deadline will be sent promptly via First-Class U.S. Mail to the forwarding  
14 address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on  
15 the Class Notice. If no forwarding address is provided, the Settlement Administrator will promptly  
16 attempt to determine the correct address using a skip-trace or other search, using the name, address,  
17 and/or Social Security number of the Class Member, and perform a single re-mailing within five (5)  
18 calendar days.

19 c. Compliance with the procedures described herein above shall constitute due and  
20 sufficient notice to Class Members of the Settlement and shall satisfy the requirements of due process.  
21 Nothing else shall be required of or done by the Parties, Class Counsel, or Defendant's Counsel to  
22 provide notice of the Settlement.

23 30. Disputes Regarding Workweeks and/or Pay Periods. Class Members will have an  
24 opportunity to dispute the number of Workweeks and/or Pay Periods which have been credited to  
25 them, as reflected in their respective Class Notices, by submitting a timely and valid Dispute to the  
26 Settlement Administrator, by mail, postmarked on or before the Response Deadline. The date of the  
27 postmark on the return mailing envelope will be the exclusive means to determine whether a Dispute  
28 has been timely submitted. Absent evidence rebutting the accuracy of Defendant's records and data

1 as they pertain to the number of Workweeks and/or Pay Periods to be credited to a disputing Class  
2 Member, Defendant's records will be presumed to be correct and determinative of the dispute.  
3 However, if a Class Member produces information and/or documents to the contrary, the Settlement  
4 Administrator will evaluate the materials submitted by the Class Member and the Settlement  
5 Administrator will resolve and determine the number of eligible Workweeks and/or Pay Periods that  
6 the disputing Class Member should be credited with under the Settlement. The Settlement  
7 Administrator's decision on such disputes will be final and non-appealable.

8 31. Requesting Exclusion from the Class Settlement. Any Class Member wishing to be  
9 excluded from the Class Settlement must submit a timely and valid Request for Exclusion to the  
10 Settlement Administrator, by mail, postmarked on or before the Response Deadline. The date of the  
11 postmark on the return mailing envelope will be the exclusive means to determine whether a Request  
12 for Exclusion has been timely submitted. The Settlement Administrator will certify jointly to Class  
13 Counsel and Defendant's Counsel the number of timely and valid Requests for Exclusion that are  
14 submitted, and also identify the individuals who have submitted a timely and valid Request for  
15 Exclusion in a declaration that is to be filed with the Court in advance of the Final Approval Hearing.  
16 At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members  
17 to request exclusion from the Class Settlement. Any Class Member who submits a Request for  
18 Exclusion is prohibited from making any objection to the Class Settlement. Any Class Member who  
19 submits a timely and valid Request for Exclusion will not be bound by the Class Settlement and will  
20 not be issued an Individual Settlement Payment. Any Class Member who does not affirmatively  
21 request exclusion from the Class Settlement by submitting a timely and valid Request for Exclusion  
22 will be bound by all of the terms of the Class Settlement, including and not limited to those pertaining  
23 to the Released Class Claims, as well as any judgment that may be entered by the Court if it grants  
24 Final Approval to the Settlement. Notwithstanding the above, all PAGA Employees will be bound to  
25 the PAGA Settlement and will be issued their Individual PAGA Payment, irrespective of whether they  
26 submit a Request for Exclusion.

27 ///

28 ///



1           32.   Objecting to the Class Settlement. To object to the Class Settlement, Settlement Class  
2 Members must submit a timely and complete Notice of Objection to the Settlement Administrator, by  
3 mail, postmarked on or before the Response Deadline. The date of the postmark on the return mailing  
4 envelope will be the exclusive means to determine whether a Notice of Objection has been timely  
5 submitted. The Settlement Administrator will certify jointly to Class Counsel and Defendant's  
6 Counsel the number of Notices of Objection that are submitted (specifying which ones were timely  
7 and complete and which were not), and also attach them to a declaration that is to be filed with the  
8 Court in advance of the Final Approval Hearing. At no time will any of the Parties or their counsel  
9 seek to solicit or otherwise encourage Settlement Class Members to object to the Class Settlement or  
10 appeal from the Final Approval Order and Judgment. Settlement Class Members, individually or  
11 through counsel, may also present their objection orally at the Final Approval Hearing, regardless of  
12 whether they have submitted a Notice of Objection.

13           33.   Reports by the Settlement Administrator. The Settlement Administrator shall provide  
14 weekly reports to counsel for the Parties providing: (a) the number of undeliverable and re-mailed  
15 Class Notices; (ii) the number of Class Members who have submitted Disputes; (iii) the number of  
16 Class Members who have submitted Requests for Exclusion; and (iv) the number of Settlement Class  
17 Members who have submitted Notices of Objection. Additionally, the Settlement Administrator will  
18 provide to counsel for the Parties any updated reports regarding the administration of the Settlement  
19 Agreement as needed or requested, and immediately notify the Parties when it receives a request from  
20 an individual or any other entity regarding inclusion in the Class and/or Settlement or regarding a  
21 Dispute.

22           34.   Defendant's Right to Rescind. If more than ten percent (10%) of the Class Members  
23 submit timely and valid Requests for Exclusion, Defendant may elect to rescind the Settlement  
24 Agreement. Defendant must exercise this right of rescission in writing that is provided to Class  
25 Counsel within fourteen (14) calendar days of the Settlement Administrator notifying the Parties of  
26 the number of Class Members who have submitted timely and valid Requests for Exclusion following  
27 the Response Deadline. If Defendant exercises this option, Defendant shall pay any costs of settlement  
28 administration owed to the Settlement Administrator incurred up to that date.

35. Certification of Completion. Upon completion of administration of the Settlement, the Settlement Administrator will provide a written declaration under oath to certify such completion to the Court and counsel for all Parties.

36. Duties of the Parties with Respect to Obtaining Final Approval of the Settlement. After the Response Deadline, a Final Approval Hearing will be conducted to determine whether Final Approval of the Settlement should be granted, along with the amounts properly payable for: (a) Individual Settlement Shares; (b) Individual PAGA Payments; (c) LWDA Payment; (d) Attorneys' Fees and Costs; (e) Enhancement Payment; and (f) Settlement Administration Costs. The Final Approval Hearing will not be held earlier than thirty (30) calendar days after the Response Deadline. Plaintiff and Class Counsel will be responsible for drafting the motion seeking Final Approval of the Settlement. Class Counsel will provide Defendant's Counsel a draft of the final approval motion before filing it with the Court. By way of said motion, Plaintiff will apply for the entry of the Final Approval Order and Judgment, which will provide for, in substantial part, the following:

- a. Approval of the Settlement as fair, reasonable, and adequate, and directing consummation of its terms and provisions;
- b. Certification of the Settlement Class;
- c. Approval of the application for Attorneys' Fees and Costs to Class Counsel;
- d. Approval of the application for Enhancement Payment to Plaintiff;
- e. Directing Defendant to fund all amounts due under the Settlement Agreement and ordered by the Court; and
- f. Entering judgment in the Action, while maintaining continuing jurisdiction, in conformity with California Rules of Court 3.769 and the Settlement Agreement.

37. Funding of the Gross Settlement Amount. No later than twenty (20) business days after the Effective Date, Defendant will deposit the Gross Settlement Amount into a Qualified Settlement Fund ("QSF") within the meaning of Treasury Regulation Section 1.468B-1, *et seq.*, to be established by the Settlement Administrator. Defendant shall provide all information necessary for the Settlement Administrator to calculate necessary payroll taxes including its official name, 8-digit state unemployment insurance tax ID number, and other information requested by the Settlement Administrator, no later than five (5) business days after the Effective Date.

1           38.     Distribution of the Gross Settlement Amount. Within five (5) business days of the  
2 funding of the Gross Settlement Amount, the Settlement Administrator will issue the Individual  
3 Settlement Payments to Settlement Class Members, Individual PAGA Payments to PAGA Employees,  
4 LWDA Payment to the LWDA, Enhancement Payment to Plaintiff, Attorneys' Fees and Costs to Class  
5 Counsel, and Settlement Administration Costs to itself. The Settlement Administrator shall also set  
6 aside the Employer Taxes and all employee-side payroll taxes, contributions, and withholding, and  
7 timely forward these to the appropriate government authorities.

8           39.     Settlement Checks. The Settlement Administrator will be responsible for undertaking  
9 appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments by way  
10 of check to the Settlement Class Members and the Individual PAGA Payments by way of check to the  
11 PAGA Employees in accordance with this Settlement Agreement. When issuing payments, the  
12 Settlement Administrator may combine the Individual Settlement Payment and Individual PAGA  
13 Payment into one check if the intended recipient for both payments is one individual. Settlement Class  
14 Members and PAGA Employees are not required to submit a claim to be issued an Individual  
15 Settlement Payment and/or Individual PAGA Payment. Each Individual Settlement Payment and  
16 Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180)  
17 calendar days from the date the checks are issued, and thereafter, shall be canceled. Any funds  
18 associated with such canceled checks shall be distributed by the Settlement Administrator to the State  
19 of California's Unclaimed Property Division in the name of the Settlement Class Member and/or  
20 PAGA Employee. The Parties agree that this disposition results in no "unpaid residue" under  
21 California Civil Procedure Code Section 384, as the entire Net Settlement Amount will be paid out to  
22 Settlement Class Members, whether or not they cash their settlement checks. Therefore, Defendant  
23 will not be required to pay any interest on such amounts. The Settlement Administrator shall undertake  
24 amended and/or supplemental tax filings and reporting required under applicable local, state, and  
25 federal tax laws that are necessitated due to the cancelation of any Individual Settlement Payment  
26 and/or Individual PAGA Payment checks. Settlement Class Members whose Individual Settlement  
27 Payment checks are canceled shall, nevertheless, be bound by the Class Settlement, and PAGA  
28 Employees whose Individual PAGA Payment checks are canceled shall, nevertheless, be bound by the  
PAGA Settlement.

40. Class Settlement Release. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims.

41. PAGA Settlement Release. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff, the State of California with respect to all PAGA Employees, and all PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims.

42. Plaintiff's General Release. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff, individually and on her own behalf, and on behalf of her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns, will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, or causes of action of any kind or nature whatsoever, known or unknown, suspected or unsuspected, asserted or unasserted, which Plaintiff, at any time during the Class Period, had or claimed to have or may have. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that this release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them. It is agreed that this is a general release and is to be broadly construed as a release of all claims, provided that, notwithstanding the foregoing, this Paragraph expressly does not include a release of any claims that cannot be released hereunder by law. Any and all rights granted under any state or federal law or regulation limiting the effect of this Settlement Agreement, including the provisions of Section 1542 of the California Civil Code, ARE HEREBY EXPRESSLY WAIVED. Section 1542 of the California Civil Code reads as follows:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM**

**OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

43. Final Approval Order and Judgment. The Parties shall provide the Settlement Administrator with a copy of the Final Approval Order and Judgment once it is entered by the Court, and the Settlement Administrator shall post the Final Approval Order and Judgment on its website for sixty (60) calendar days. No individualized notice of the Final Approval Order and Judgment to the Class will be required.

44. Continued Jurisdiction. After entry of the judgment pursuant to the Settlement, the Court will have continuing jurisdiction pursuant to Rule 3.769 of the California Rules of Court and Section 664.6 of the California Code of Civil Procedure, for purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement, (b) settlement administration matters, and (c) such post-judgment matters as may be appropriate under court rules or as set forth in this Settlement Agreement.

45. Effects of Termination or Rescission of Settlement. Termination or rescission of the Settlement Agreement shall have the following effects:

a. The Settlement Agreement shall be void and shall have no force or effect, and no Party shall be bound by any of its terms;

b. In the event the Settlement Agreement is terminated, Defendant shall have no obligation to make any payments to any Party, Class Member, or attorney, except that the terminating Party shall pay the Settlement Administrator for services rendered up to the date the Settlement Administrator is notified that the Settlement has been terminated;

c. The Preliminary Approval Order and Final Approval Order and Judgment, including any order certifying the Class, shall be vacated;

d. The Settlement Agreement and all negotiations, statements, and proceedings relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be restored to their respective positions in the Action prior to the execution of the Settlement Agreement;

e. Neither this Settlement Agreement, nor any ancillary documents, actions, statements, or filings in furtherance of the Settlement (including all matters associated with the

mediation) shall be admissible or offered into evidence in the Action or any other action for any purpose whatsoever; and

f. Any documents generated to bring the Settlement into effect, will be null and void, and any order or judgment entered by the Court in furtherance of this Settlement Agreement will likewise be treated as void from the beginning.

46. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged.

47. Exhibits Incorporated by Reference. The terms of this Settlement include the terms set forth in any attached exhibits, which are incorporated by this reference as though fully set forth herein. Any exhibits to this Settlement Agreement are an integral part of the Settlement.

48. Entire Agreement. This Settlement Agreement and any attached exhibits constitute the entirety of the Parties' agreement relating to the settlement and transaction completed thereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged herein. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties expressly recognize California Civil Code Section 1625 and California Code of Civil Procedure Section 1856(a), which provide that a written agreement is to be construed according to its terms and may not be varied or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or written representations or terms will modify, vary, or contradict the terms of this Settlement Agreement.

49. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in the Action (including with respect to California Code of Civil Procedure Section 583.310), except such proceedings necessary to implement and complete this Settlement Agreement, pending the Final Approval Hearing to be conducted by the Court.

50. Amendment or Modification. Prior to the filing of the motion for preliminary approval of the Settlement, the Parties may not amend or modify any provision of this Settlement Agreement except by written agreement signed by counsel for all Parties. After the filing of the motion for preliminary approval of the Settlement, the Parties may not amend or modify any provision of this

1 Settlement Agreement except by written agreement signed by counsel for all the Parties and subject  
2 to Court approval. A waiver or amendment of any provision of this Settlement Agreement will not  
3 constitute a waiver of any other provision.

4 51. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and  
5 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement  
6 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant  
7 to this Settlement Agreement to effectuate its terms and to execute any other documents required to  
8 effectuate the terms of this Settlement Agreement. The Parties warrant that they understand and have  
9 full authority to enter into this Settlement Agreement, and further intend that this Settlement  
10 Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible  
11 and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation  
12 confidentiality provisions that otherwise might apply under state or federal law.

13 52. Signatories. It is agreed that because the members of the Class are so numerous, it is  
14 impossible or impractical to have each Settlement Class Member or PAGA Employee execute this  
15 Settlement Agreement. The Class Notice will advise all Class Members of the binding nature of the  
16 Class Settlement as to the Settlement Class Members and the binding nature of the PAGA Settlement  
17 as to the PAGA Employees, and the releases provided for by this Settlement Agreement shall have  
18 the same force and effect as if this Settlement Agreement were executed by each Settlement Class  
19 Member and PAGA Employee.

20 53. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,  
21 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

22 54. California Law Governs. All terms of this Settlement Agreement and attached exhibits  
23 hereto will be governed by and interpreted according to the laws of the State of California.

24 55. Execution and Counterparts. This Settlement Agreement is subject only to the  
25 execution of all Parties. However, this Settlement Agreement may be executed in one or more  
26 counterparts. All executed counterparts and each of them, including facsimile, electronic, and scanned  
27 copies of the signature page, will be deemed to be one and the same instrument.

28 56. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this  
Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at

1 this Settlement after arm's length negotiations and in the context of adversarial litigation, taking into  
2 account all relevant factors, present and potential. The Parties further acknowledge that they are each  
3 represented by competent counsel and that they have had an opportunity to consult with their counsel  
4 regarding the fairness and reasonableness of this Settlement Agreement. In addition, if necessary to  
5 obtain approval of the Settlement, the Mediator may execute a declaration supporting the Settlement  
6 and the reasonableness of the Settlement and the Court may, in its discretion, contact the Mediator to  
7 discuss the Settlement and whether or not the Settlement is objectively fair and reasonable.

8 57. Invalidity of Any Provision. Before declaring any provision of this Settlement  
9 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent  
10 possible consistent with applicable precedents so as to define all provisions of this Settlement  
11 Agreement valid and enforceable.

12 58. Plaintiff's Cooperation. Plaintiff agrees to sign this Settlement Agreement and, by  
13 signing this Settlement Agreement, is hereby bound by the terms herein and agrees to fully cooperate  
14 to implement the Settlement.

15 59. Non-Admission of Liability. The Parties enter into this Settlement Agreement to  
16 resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of  
17 continued litigation. In entering into this Settlement Agreement, Defendant does not admit, and  
18 specifically denies, it has violated any federal, state, or local law; violated any regulations or guidelines  
19 promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements;  
20 breached any contract; violated or breached any duty; engaged in any misrepresentation or deception;  
21 or engaged in any other unlawful conduct with respect to its employees. Neither this Settlement  
22 Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be  
23 construed as an admission or concession by Defendant of any such violations or failures to comply  
24 with any applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement  
25 Agreement, this Settlement Agreement and its terms and provisions shall not be offered or received  
26 as evidence in any action or proceeding to establish any liability or admission on the part of Defendant  
27 or to establish the existence of any condition constituting a violation of, or a non-compliance with,  
28 federal, state, local, or other applicable law.



60. Captions. The captions and paragraph numbers in this Settlement Agreement are inserted for the reader's convenience, and in no way define, limit, construe, or describe the scope or intent of the provisions of this Settlement Agreement.

61. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed more strictly against one Party than another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations between the Parties, all Parties have contributed equally to the preparation of this Settlement Agreement.

62. Representation By Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this Settlement Agreement has been executed with the consent and advice of counsel, and reviewed in full.

63. All Terms Subject to Final Court Approval. All amounts and procedures described in this Settlement Agreement herein will be subject to final Court approval.

64. Notices. All notices, demands, and other communications to be provided concerning the Settlement Agreement shall be in writing and deemed to have been duly given as of the third business day after mailing by First Class U.S. Mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff and Class Counsel:

Jonathan M. Genish

jgenish@blackstonepc.com

Barbara DuVan-Clarke

BDC@blackstonepc.com

P.J. Van Ert

pjvanert@blackstonepc.com

Danielle Ling GruppChang

dgruppchang@blackstonepc.com

Alexandra Rose

arose@blackstonepc.com

**BLACKSTONE LAW, APC**

8383 Wilshire Boulevard, Suite 745

Beverly Hills, California 90211

Tel: (310) 622-4278 / Fax: (855) 786-6356

To Defendant:  
Dina S. Glucksman  
dglucksman@grsm.com  
Leslie H. Joyner  
ljoyner@grsm.com  
Emilie MacLean  
emaclean@grsm.com

**GORDON REES SCULLY MANSUKHANI, LLP**  
633 West Fifth Street, 52nd Floor  
Los Angeles, California 90071  
Tel: (213) 576-5000 / Fax: (213) 680-4470

65. Cooperation and Execution of Necessary Documents. All Parties and their counsel will cooperate with each other in good faith and use their best efforts to implement the Settlement, including and not limited to, executing all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of the Mediator and then the Court to resolve such disagreement.

**IN WITNESS WHEREOF**, the Parties hereto knowingly and voluntarily executed this First Amended Joint Stipulation of Class Action and PAGA Settlement between Plaintiff and Defendant:  
**IT IS SO AGREED.**

**PLAINTIFF DIANNA FLORES**

Dated: 02/18/2026

Dianna Flores  
Plaintiff Dianna Flores

**DEFENDANT CAPITOL DISTRIBUTION  
COMPANY LLC dba CAPITOL FOOD  
COMPANY**

Dated: February 12, 2026

DocuSigned by:  
John Levi  
202A632BC50A136...

Full Name: John Levi

Title: President

On behalf of Defendant Capitol Distribution  
Company LLC dba Capitol Food Company

1 **APPROVED AS TO FORM ONLY:**

**BLACKSTONE LAW, APC**

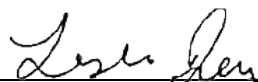
2  
3 Dated: 02/18/2026



Alexandra Rose  
*Attorneys for* Plaintiff Dianna Flores  
and Proposed Class Counsel

**GORDON REES SCULLY MANSUKHANI,  
LLP**

4  
5  
6  
7  
8  
9 Dated: 2/12/26



Dina S. Gluckman  
Leslie H. Joyner  
Emilie MacLean  
*Attorneys for* Defendant Capitol Distribution  
Company LLC dba Capitol Food Company

# EXHIBIT A

## **NOTICE OF CLASS ACTION SETTLEMENT**

***Dianna Flores v. Capitol Distribution Company LLC dba Capitol Food Company***  
**Superior Court of California for the County of Los Angeles, Case No. 24STCV20477**

### **PLEASE READ THIS CLASS NOTICE CAREFULLY.**

**You have received this Class Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.**

**You do not need to take any action to receive a settlement payment.**

**This Class Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the Class Settlement, object to the Class Settlement, and/or dispute the number of Workweeks and/or Pay Periods that you are credited with, if you so choose.**

**YOU ARE NOTIFIED THAT:** A class and representative action settlement has been reached between Plaintiff Dianna Flores ("Plaintiff") and Defendant Capitol Distribution Company LLC dba Capitol Food Company ("Defendant") (Plaintiff and Defendant are collectively referred to as the "Parties") in the case entitled *Dianna Flores v. Capitol Distribution Company LLC dba Capitol Food Company*, Los Angeles County Superior Court Case No. 24STCV20477 ("Action"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

### **I. IMPORTANT DEFINITIONS**

**"Class" or "Class Member(s)"** means all current and former non-exempt employees (excluding drivers) who worked for Defendant in the State of California at any time during the Class Period.

**"Class Period"** means the period from August 13, 2020 to March 22, 2025.

**"Class Settlement"** means the settlement and resolution of all Released Class Claims.

**"PAGA Employee(s)"** means all current and former non-exempt employees (excluding drivers) who worked for Defendant in the State of California at any time during the PAGA Period.

**"PAGA Period"** means the period from August 6, 2023 to March 22, 2025.

**"PAGA Settlement"** means the settlement and resolution of all Released PAGA Claims.

### **II. BACKGROUND OF THE ACTION**

On August 6, 2024, Plaintiff provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the California Labor Code that Plaintiff contends were violated ("PAGA Letter"). On August 13, 2024, Plaintiff commenced a putative class action lawsuit by filing a Class Action Complaint in the Action. On August 15, 2025, Plaintiff filed a First Amended Class and Representative Action Complaint ("Operative Complaint") in the Action, which added a cause of action under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698, *et seq.* ("PAGA").

Plaintiff contends that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide one day's rest in seven, provide accurate wage statements, and reimburse business expenses, and thereby engaged in unfair business practices in violation of the California Business and Professions Code section 17200, *et seq.*, and conduct that gives rise to penalties under PAGA. Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

Defendant denies all of the allegations in the Action or that it violated any law.

The Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into a First Amended Joint Stipulation of Class Action and PAGA Settlement (“Settlement” or “Settlement Agreement”).

On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed CPT Group, Inc. as the administrator of the Settlement (“Settlement Administrator”), Plaintiff Dianna Flores as representative of the Class (“Class Representative”), and the following Plaintiff’s attorneys as counsel for the Class (“Class Counsel”):

Barbara DuVan-Clarke  
P.J. Van Ert  
Danielle Ling GruppChang  
Alexandra Rose  
**Blackstone Law, APC**  
8383 Wilshire Boulevard, Suite 745  
Beverly Hills, California 90211  
Tel: (310) 622-4278 / Fax: (855) 786-6356

If you are a Class Member, you need not take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks and/or Pay Periods credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are a PAGA Employee, you do not need to take any action to receive an Individual PAGA Payment; you will not have the opportunity to object or seek exclusion from the PAGA Settlement and all PAGA Employees will be bound to the PAGA Settlement if the Court grants final approval of the Settlement.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiff, Class Members, or PAGA Employees. Plaintiff and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members, the State of California, and PAGA Employees.

### **III. SUMMARY OF THE PROPOSED SETTLEMENT**

#### **A. Settlement Formula**

The total gross settlement amount is Four Hundred Fifty Thousand Dollars and Zero Cents (\$450,000.00) (the “Gross Settlement Amount”). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys’ fees, in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$157,500.00), and reimbursement of litigation costs and expenses, in an amount not to exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) to Class Counsel; (2) Enhancement Payment in an amount not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff for her services in the Action; (3) the amount of Twenty-Two Thousand Five Hundred Dollars and Zero Cents (\$22,500.00) allocated toward civil penalties under the Private Attorneys General Act (“PAGA Amount”), of which the LWDA will be paid 65% (\$14,625.00) (“LWDA Payment”) and the remaining 35% (\$7,875.00) will be distributed to PAGA Employees (“PAGA Employee Amount”); and (4) Settlement Administration Costs in an amount not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00) to the Settlement Administrator.

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of weeks each Class Member worked for Defendant as a non-exempt employee in California during the Class Period (“Workweeks”). The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the “Estimated Workweek Value,” and multiplied each Class Member’s individual Workweeks by the Estimated Workweek Value to yield an estimated Individual Settlement Share that each Class Member may be entitled to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion (“Settlement Class Members”) will be issued

their final Individual Settlement Payment.

Each Individual Settlement Share will be allocated as twenty percent (20%) as wages, which will be reported on an IRS Form W-2, and eighty percent (80%) as penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee's share of payroll taxes and withholdings with respect to the wages portion of the Individual Settlement Shares resulting in a net payment to the Settlement Class Member ("Individual Settlement Payment"). The employer's share of taxes and contributions in connection with the wages portion of Individual Settlement Shares ("Employer Taxes") will be paid by Defendant separately and in addition to the Gross Settlement Amount.

PAGA Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the PAGA Employee Amount ("Individual PAGA Payment") based on the number of pay periods each PAGA Employee worked for Defendant as a non-exempt employee in California during the PAGA Period ("Pay Periods"). The Settlement Administrator had divided the PAGA Employee Amount, i.e., 35% of the PAGA Amount, by the Pay Periods of all PAGA Employees to yield the "PAGA Pay Period Value," and multiplied each PAGA Employee's individual Pay Periods by the Pay Period Value to yield each PAGA Employee's Individual PAGA Payment.

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and will be reported on IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to PAGA Employees at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

**B. Your Workweeks and Pay Periods (if applicable) Based on Defendant's Records**

According to Defendant's records:

- **From August 13, 2020 to March 22, 2025 (i.e., the Class Period), you are credited as having worked [REDACTED] Workweeks.**
- **From August 6, 2023 to March 22, 2025 (i.e., the PAGA Period), you are credited as having worked [REDACTED] Pay Periods.**

If you wish to dispute the Workweeks and/or Pay Periods credited to you, you must submit your dispute in writing to the Settlement Administrator ("Dispute"). The Dispute must: (a) contain the case name and number of the Action (*Flores v. Capitol Distribution Company LLC dba Capitol Food Company*, Case No. 24STCV20477); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) clearly state that you dispute the number of Workweeks and/or Pay Periods credited to you and what you contend is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked **on or before [Response Deadline]**.

**C. Your Estimated Individual Settlement Share and Individual PAGA Payment (if applicable)**

As explained above, your estimated Individual Settlement Share and Individual PAGA Payment (if applicable) is based on the number of Workweeks and Pay Periods (if applicable) credited to you.

**Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$ [REDACTED]. The Individual Settlement Share is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.**

**Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$ [REDACTED] and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.**

The settlement approval process may take multiple months. Your Individual Settlement Share and Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment and Individual PAGA Payment (if applicable) may be higher or lower.

#### **D. Release of Claims**

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims.

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff, the State of California with respect to all PAGA Employees, and all PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims.

“Released Class Claims” means any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys’ fees, damages, or causes of action which were alleged or which could have been reasonably alleged based on the factual allegations in the Operative Complaint, arising during the Class Period under any federal, state, or local law, which shall specifically include claims for Defendant’s alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide one day’s rest in seven, provide accurate wage statements, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 551, 552, 1194, 1197, 1197.1, 1198, 2800, and 2802, the applicable Industrial Welfare Commission Wage Order, California Business and Professions Code sections 17200, *et seq.*, and all claims for attorneys’ fees and costs and statutory interest in connection therewith.

“Released PAGA Claims” means any and all claims arising from any of the factual allegations in the PAGA Letter and the Operative Complaint, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*, which shall specifically include claims for Defendant’s alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide one day’s rest in seven, provide compliant wage statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Order, and all claims for attorneys’ fees and costs in connection therewith.

“Released Parties” means Defendant and its current and former officers, directors, members, attorneys, insurers, shareholders, representatives, and agents during the Class Period and their respective parents, subsidiaries, affiliates, predecessors, successors, and assigns.

#### **E. Attorneys’ Fees and Costs to Class Counsel**

Class Counsel will seek attorneys’ fees in an amount not to exceed thirty-five (35%) of the Gross Settlement Amount (i.e., \$157,500.00) and reimbursement of litigation costs and expenses in an amount not to exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) (collectively, “Attorneys’ Fees and Costs”), subject to approval by the Court. The Attorneys’ Fees and Costs granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiff, Class Members, and PAGA Employees on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

#### **F. Enhancement Payment to Plaintiff**

Plaintiff will seek the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) (“Enhancement Payment”), in recognition of her services in connection with the Action. The Enhancement Payment will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, it will be paid to Plaintiff in addition to her Individual Settlement Payment and Individual PAGA Payment that she is entitled to under the Settlement.



#### **G. Settlement Administration Costs to Settlement Administrator**

Payment to the Settlement Administrator is estimated not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and Disputes, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

#### **IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?**

##### **A. Participate in the Settlement**

**If you want to participate in the Class Settlement and receive money from the Class Settlement, you do not have to do anything.** You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement and if the Court grants final approval of the Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released Class Claims against the Released Parties as described in Section III.D above.

If you are a PAGA Employee and the Court grants final approval of the Settlement, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims against the Released Parties as described in Section III.D above.

As a Class Member and PAGA Employee (if applicable), you will not be separately responsible for the payment of attorney’s fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney’s fees and expenses.

##### **B. Request Exclusion from the Class Settlement**

Class Members may request to be excluded from the Class Settlement by submitting a letter (“Request for Exclusion”) to the Settlement Administrator, at the following address:

[Settlement Administrator]  
[Mailing Address]

A Request for Exclusion must: (a) contain the case name and number of the Action (*Flores v. Capitol Distribution Company LLC dba Capitol Food Company*, Case No. 24STCV20477); (b) contain your full name, signature, address, telephone number, and last four (4) digits of your Social Security number; (c) clearly state that you do not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address above, postmarked **on or before [Response Deadline]**.

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be issued an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a timely and valid Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Class Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. PAGA Employees will be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will still be issued an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

##### **C. Object to the Class Settlement**

You can object to the Class Settlement as long as you have not submitted a Request for Exclusion by submitting a written objection (“Notice of Objection”) to the Settlement Administrator.

The Notice of Objection must: (a) contain the case name and number of the Action (*Flores v. Capitol Distribution Company*

*LLC dba Capitol Food Company*, Case No. 24STCV20477); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B above, postmarked **on or before [Response Deadline]**.

You may also appear at the Final Approval Hearing and present your objection orally, regardless of whether you have submitted a Notice of Objection.

## **V. FINAL APPROVAL HEARING**

The Court will hold a Final Approval Hearing in Department 1 of the Los Angeles County Superior Court, located at Spring Street Courthouse, 312 North Spring Street, Los Angeles, California, 90012 on **[date]**, at **[time]**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the Attorneys' Fees and Costs to Class Counsel, Enhancement Payment to Plaintiff, and Settlement Administration Costs to the Settlement Administrator.

The Final Approval Hearing may be continued without further notice to the Class Members and PAGA Employees. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

You can find more information regarding appearing remotely through LA Court Connect online at: <https://www.lacourt.org/lacceligibility/ui/civil.aspx?casetype=ci>

## **VI. ADDITIONAL INFORMATION**

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers, which are on file with the Court.

You may view the Settlement Agreement and other documents filed in the Action by visiting Stanley Mosk Courthouse, 111 North Hill Street, California 90012, during normal business hours, or by online by visiting the following website: <https://www.lacourt.org/casesummary/ui/>

You may also visit the Settlement Administrator's website at **[redacted]** for key documents in the Action.

**PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.**

**IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.**

# **EXHIBIT 2**

Electronically Received 02/18/2026 05:03 PM

Barbara DuVan-Clarke (State Bar No. 259268)  
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*Attorneys for* Plaintiff DIANNA FLORES,  
individually, and on behalf of other similarly  
situated employees and aggrieved employees  
pursuant to the California Private Attorneys  
General Act

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES**

DIANNA FLORES, individually, and on  
behalf of other similarly situated employees  
and aggrieved employees pursuant to the  
California Private Attorneys General Act,

Plaintiff,  
vs.

CAPITOL DISTRIBUTION COMPANY  
LLC dba CAPITOL FOOD COMPANY; and  
DOES 1 through 25, inclusive,

Defendants.

Case No.: 24STCV20477

Honorable Theresa M. Traber  
Department 1

**~~[REVISED PROPOSED]~~ ORDER GRANTING  
PRELIMINARY APPROVAL OF CLASS  
ACTION AND PAGA SETTLEMENT**

Date: January 15, 2026  
Time: 10:30 a.m.  
Dept.: 1

Complaint Filed: August 13, 2024  
FAC Filed: August 15, 2025  
Trial Date: Not Set

**FILED**  
Superior Court of California  
County of Los Angeles

**02/24/2026**

David W. Slayton, Executive Officer / Clerk of Court

By: \_\_\_\_\_ A. He \_\_\_\_\_ Deputy

~~[REVISED PROPOSED]~~ ORDER

On January 15, 2026 at 10:30 a.m. in Department 1 of the above-captioned Court located at Spring Street Courthouse, 312 North Spring Street, Los Angeles, California 90012, Plaintiff Dianna Flores's ("Plaintiff") Motion for Preliminary Approval of Class Action and PAGA Settlement, came ~~Theresa M. Traber~~ on for hearing before the Honorable ~~Stuart M. Rice~~. Blackstone Law, APC appeared on behalf of Plaintiff and Gordon Rees Scully Mansukhani, LLP appeared on behalf of Defendant Capitol Distribution Company LLC dba Capitol Food Company ("Defendant").

The Court, having carefully considered the papers, argument of counsel, and all matters presented to the Court, and good cause appearing, hereby **GRANTS** Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement.

**IT IS HEREBY ORDERED THAT:**

1. The Court preliminarily approves the First Amended Joint Stipulation of Class Action and PAGA Settlement ("Settlement" or "Settlement Agreement") attached as Exhibit1 to the Further Supplemental Declaration of Alexandra Rose in Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement. This is based on the Court's determination that the Settlement falls within the range of possible approval as fair, adequate, and reasonable.

2. This Order incorporates by reference the definitions in the Settlement Agreement, and all capitalized terms defined therein shall have the same meaning in this Order as set forth in the Settlement Agreement.

3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate, and reasonable. It appears to the Court that extensive investigation and research have been conducted such that counsel for the parties at this time are able to reasonably evaluate their respective positions. It further appears to the Court that the Settlement, at this time, will avoid substantial additional costs by all parties, as well as avoid the delay and risks that would be presented by the further prosecution of the case. It further appears that the Settlement has been reached as the result of intensive, serious, and non-collusive, arms-length negotiations, and was entered into in good faith.

4. The Court preliminarily finds that the Settlement, including the allocations for the Attorneys' Fees and Costs, Enhancement Payment, LWDA Payment, Settlement Administration Costs, and payments to the Settlement Class Members and PAGA Employees provided for in the

1 Settlement Agreement, appear to be within the range of reasonableness of a settlement that could  
2 ultimately be given final approval by this Court. Indeed, the Court has reviewed the monetary recovery  
3 that is being granted as part of the Settlement and preliminarily finds that the monetary settlement  
4 awards made available to the Class Members and PAGA Employees are fair, adequate, and reasonable  
5 when balanced against the probable outcome of further litigation relating to certification, liability, and  
6 damages issues and are consistent with the requirements of California Labor Code § 2699(1).

7         5.       The Court concludes that, for settlement purposes only, the proposed Class meets the  
8 requirements for certification under section 382 of the California Code of Civil Procedure in that: (a)  
9 the Class is ascertainable and so numerous that joinder of all members of the Class is impracticable;  
10 (b) common questions of law and fact predominate, and there is a well-defined community of interest  
11 amongst the members of the Class with respect to the subject matter of the litigation; (c) Plaintiff's  
12 claims are typical of the claims of the members of the Class; (d) Plaintiff will fairly and adequately  
13 protect the interests of the members of the Class; (e) a class action is superior to other available  
14 methods for the efficient adjudication of the controversy; and (f) Class Counsel is qualified to act as  
15 counsel for Plaintiff in her individual capacity and as the representative of the Class.

16         6.       The Court conditionally certifies, for settlement purposes only, the Class, defined as  
17 follows:

18               All current and former non-exempt employees (excluding drivers) who worked for  
19 Defendant in the State of California at any time during the Class Period.

20               (The Class Period is defined as the period from August 13, 2020 to March 22,  
21 2025.)

22         7.       The Court provisionally appoints Jonathan M. Genish, Barbara DuVan-Clarke, P.J.  
23 Van Ert, Danielle Ling GruppChang, and Alexandra Rose of Blackstone Law, APC as counsel for the  
24 Class ("Class Counsel").

25         8.       The Court provisionally appoints Plaintiff Dianna Flores as the representative of the  
26 Class ("Class Representative").

27         9.       The Court provisionally appoints CPT Group, Inc. to handle the administration of the  
28 Settlement ("Settlement Administrator").

///

1           10.     Within thirty (30) calendar days after entry of this Order, Defendant will provide the  
2 Settlement Administrator with the following information about each Class Member: full name, last  
3 known mailing address, Social Security number, dates worked for Defendant during the Class Period,  
4 and such other information as is necessary for the Settlement Administrator to calculate Workweeks  
5 and Pay Periods (collectively referred to as the “Class List”) in conformity with the Settlement  
6 Agreement.

7           11.     The Court approves, both as to form and content, the Notice of Class Action Settlement  
8 (“Class Notice”) attached hereto as **Exhibit 1**. The Class Notice shall be provided to Class Members  
9 in the manner set forth in the Settlement Agreement. The Court finds that the Class Notice appears to  
10 fully and accurately inform the Class Members of all material elements of the Settlement, of Class  
11 Members’ right to be excluded from the Class Settlement by submitting a Request for Exclusion, of  
12 Class Members’ right to dispute the Workweeks and/or Pay Periods credited to each of them by  
13 submitting a Dispute, and of each Settlement Class Member’s right and opportunity to object to the  
14 Class Settlement by submitting a Notice of Objection to the Settlement Administrator. The Court  
15 further finds that distribution of the Class Notice substantially in the manner and form set forth in the  
16 Settlement Agreement and this Order, and that all other dates set forth in the Settlement Agreement  
17 and this Order, meet the requirements of due process and shall constitute due and sufficient notice to  
18 all persons entitled thereto. The Court further orders the Settlement Administrator to mail the Class  
19 Notice in English and Spanish by First-Class U.S. Mail to all Class Members within seven (7) calendar  
20 days of receipt of the Class List, pursuant to the terms set forth in the Settlement Agreement.

21           12.     The Court hereby preliminarily approves the proposed procedure, set forth in the  
22 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may  
23 choose to be excluded from the Class Settlement by submitting a Request for Exclusion in conformity  
24 with the requirements set forth in the Class Notice, to the Settlement Administrator, postmarked on or  
25 before the date that is forty-five (45) calendar days from the initial mailing of the Class Notice by the  
26 Settlement Administrator to Class Members (“Response Deadline”), or, in the case of a re-mailed  
27 Class Notice, the Response Deadline shall be extended fifteen (15) calendar days from the original  
28 Response Deadline. Any such person who timely and validly chooses to opt out of, and be excluded

1 from, the Class Settlement will not be entitled to any recovery under the Class Settlement and will not  
2 be bound by the Class Settlement or have any right to object, appeal, or comment thereon.  
3 Nevertheless, all PAGA Employees will be bound by the PAGA Settlement and issued their Individual  
4 PAGA Payment, irrespective of whether they submit a Request for Exclusion. Class Members who  
5 do not submit a timely and valid Request for Exclusion (i.e., Settlement Class Members) shall be  
6 bound by the Settlement Agreement and any final judgment based thereon.

7 13. A Final Approval Hearing shall be held before this Court on June 15, 2026 at 10:30  
8 a.m. in Department 1 of the Los Angeles County Superior Court, located at Spring Street Courthouse,  
9 312 North Spring Street, Los Angeles, California 90012, to determine all necessary matters concerning  
10 the Settlement, including: whether the proposed settlement of the action on the terms and conditions  
11 provided for in the Settlement is fair, adequate, and reasonable and should be finally approved by the  
12 Court; whether a judgment, as provided in the Settlement, should be entered herein; whether the plan  
13 of allocation contained in the Settlement should be approved as fair, adequate, and reasonable to the  
14 Class Members and PAGA Employees; and determine whether to approve the requests for the  
15 Attorneys' Fees and Costs, Enhancement Payment, Settlement Administration Costs, and allocation  
16 for the PAGA Amount.

17 14. Class Counsel shall file a motion for final approval of the Settlement and for Attorneys'  
18 Fees and Costs, Enhancement Payment, and Settlement Administration Costs, along with the  
19 appropriate declarations and supporting evidence, including the Settlement Administrator's  
20 declaration, by sixteen (16) court days prior to the Final Approval Hearing, to be heard at the Final  
21 Approval Hearing.

22 15. To object to the Class Settlement, a Settlement Class Member must submit their Notice  
23 of Objection to the Settlement Administrator on or before the Response Deadline. The Notice of  
24 Objection must be signed and must contain the information that is required, as set forth in the Class  
25 Notice, including and not limited to the grounds for the objection. Settlement Class Members,  
26 individually or through counsel, may also present their objection orally at the Final Approval Hearing,  
27 regardless of whether they have submitted a Notice of Objection.

28 ///



1           16.     In the event the Settlement does not become effective in accordance with the terms of  
2 the Settlement Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails  
3 to become effective for any reason, this Order shall be rendered null and void, shall be vacated, and  
4 the parties shall revert back to their respective positions as of before entering into the Settlement  
5 Agreement. The fact that the Court certified the Class for settlement purposes shall not be admissible  
6 or have any bearing on the issue of whether any class should be certified in a non-settlement context.

7           17.     The Court reserves the right to adjourn or continue the date of the Final Approval  
8 Hearing and any dates provided for in the Settlement Agreement without further notice to the Class  
9 Members and retains jurisdiction to consider all further applications arising out of or connected with  
10 the Settlement.

11           **IT IS SO ORDERED.**

12     Dated: 02/24/2026



\_\_\_\_\_  
Honorable Theresa M. Traber  
Judge of the Superior Court

# **EXHIBIT 1**

## **NOTICE OF CLASS ACTION SETTLEMENT**

***Dianna Flores v. Capitol Distribution Company LLC dba Capitol Food Company***  
**Superior Court of California for the County of Los Angeles, Case No. 24STCV20477**

### **PLEASE READ THIS CLASS NOTICE CAREFULLY.**

**You have received this Class Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.**

**You do not need to take any action to receive a settlement payment.**

**This Class Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the Class Settlement, object to the Class Settlement, and/or dispute the number of Workweeks and/or Pay Periods that you are credited with, if you so choose.**

**YOU ARE NOTIFIED THAT:** A class and representative action settlement has been reached between Plaintiff Dianna Flores ("Plaintiff") and Defendant Capitol Distribution Company LLC dba Capitol Food Company ("Defendant") (Plaintiff and Defendant are collectively referred to as the "Parties") in the case entitled *Dianna Flores v. Capitol Distribution Company LLC dba Capitol Food Company*, Los Angeles County Superior Court Case No. 24STCV20477 ("Action"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

### **I. IMPORTANT DEFINITIONS**

**"Class" or "Class Member(s)"** means all current and former non-exempt employees (excluding drivers) who worked for Defendant in the State of California at any time during the Class Period.

**"Class Period"** means the period from August 13, 2020 to March 22, 2025.

**"Class Settlement"** means the settlement and resolution of all Released Class Claims.

**"PAGA Employee(s)"** means all current and former non-exempt employees (excluding drivers) who worked for Defendant in the State of California at any time during the PAGA Period.

**"PAGA Period"** means the period from August 6, 2023 to March 22, 2025.

**"PAGA Settlement"** means the settlement and resolution of all Released PAGA Claims.

### **II. BACKGROUND OF THE ACTION**

On August 6, 2024, Plaintiff provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the California Labor Code that Plaintiff contends were violated ("PAGA Letter"). On August 13, 2024, Plaintiff commenced a putative class action lawsuit by filing a Class Action Complaint in the Action. On August 15, 2025, Plaintiff filed a First Amended Class and Representative Action Complaint ("Operative Complaint") in the Action, which added a cause of action under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698, *et seq.* ("PAGA").

Plaintiff contends that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide one day's rest in seven, provide accurate wage statements, and reimburse business expenses, and thereby engaged in unfair business practices in violation of the California Business and Professions Code section 17200, *et seq.*, and conduct that gives rise to penalties under PAGA. Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

Defendant denies all of the allegations in the Action or that it violated any law.

The Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into a First Amended Joint Stipulation of Class Action and PAGA Settlement (“Settlement” or “Settlement Agreement”).

On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed CPT Group, Inc. as the administrator of the Settlement (“Settlement Administrator”), Plaintiff Dianna Flores as representative of the Class (“Class Representative”), and the following Plaintiff’s attorneys as counsel for the Class (“Class Counsel”):

Barbara DuVan-Clarke  
P.J. Van Ert  
Danielle Ling GruppChang  
Alexandra Rose  
**Blackstone Law, APC**  
8383 Wilshire Boulevard, Suite 745  
Beverly Hills, California 90211  
Tel: (310) 622-4278 / Fax: (855) 786-6356

If you are a Class Member, you need not take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks and/or Pay Periods credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are a PAGA Employee, you do not need to take any action to receive an Individual PAGA Payment; you will not have the opportunity to object or seek exclusion from the PAGA Settlement and all PAGA Employees will be bound to the PAGA Settlement if the Court grants final approval of the Settlement.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiff, Class Members, or PAGA Employees. Plaintiff and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members, the State of California, and PAGA Employees.

### **III. SUMMARY OF THE PROPOSED SETTLEMENT**

#### **A. Settlement Formula**

The total gross settlement amount is Four Hundred Fifty Thousand Dollars and Zero Cents (\$450,000.00) (the “Gross Settlement Amount”). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys’ fees, in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$157,500.00), and reimbursement of litigation costs and expenses, in an amount not to exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) to Class Counsel; (2) Enhancement Payment in an amount not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff for her services in the Action; (3) the amount of Twenty-Two Thousand Five Hundred Dollars and Zero Cents (\$22,500.00) allocated toward civil penalties under the Private Attorneys General Act (“PAGA Amount”), of which the LWDA will be paid 65% (\$14,625.00) (“LWDA Payment”) and the remaining 35% (\$7,875.00) will be distributed to PAGA Employees (“PAGA Employee Amount”); and (4) Settlement Administration Costs in an amount not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00) to the Settlement Administrator.

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of weeks each Class Member worked for Defendant as a non-exempt employee in California during the Class Period (“Workweeks”). The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the “Estimated Workweek Value,” and multiplied each Class Member’s individual Workweeks by the Estimated Workweek Value to yield an estimated Individual Settlement Share that each Class Member may be entitled to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion (“Settlement Class Members”) will be issued

their final Individual Settlement Payment.

Each Individual Settlement Share will be allocated as twenty percent (20%) as wages, which will be reported on an IRS Form W-2, and eighty percent (80%) as penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee's share of payroll taxes and withholdings with respect to the wages portion of the Individual Settlement Shares resulting in a net payment to the Settlement Class Member ("Individual Settlement Payment"). The employer's share of taxes and contributions in connection with the wages portion of Individual Settlement Shares ("Employer Taxes") will be paid by Defendant separately and in addition to the Gross Settlement Amount.

PAGA Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the PAGA Employee Amount ("Individual PAGA Payment") based on the number of pay periods each PAGA Employee worked for Defendant as a non-exempt employee in California during the PAGA Period ("Pay Periods"). The Settlement Administrator had divided the PAGA Employee Amount, i.e., 35% of the PAGA Amount, by the Pay Periods of all PAGA Employees to yield the "PAGA Pay Period Value," and multiplied each PAGA Employee's individual Pay Periods by the Pay Period Value to yield each PAGA Employee's Individual PAGA Payment.

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and will be reported on IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to PAGA Employees at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

**B. Your Workweeks and Pay Periods (if applicable) Based on Defendant's Records**

According to Defendant's records:

- **From August 13, 2020 to March 22, 2025 (i.e., the Class Period), you are credited as having worked [REDACTED] Workweeks.**
- **From August 6, 2023 to March 22, 2025 (i.e., the PAGA Period), you are credited as having worked [REDACTED] Pay Periods.**

If you wish to dispute the Workweeks and/or Pay Periods credited to you, you must submit your dispute in writing to the Settlement Administrator ("Dispute"). The Dispute must: (a) contain the case name and number of the Action (*Flores v. Capitol Distribution Company LLC dba Capitol Food Company*, Case No. 24STCV20477); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) clearly state that you dispute the number of Workweeks and/or Pay Periods credited to you and what you contend is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked **on or before [Response Deadline]**.

**C. Your Estimated Individual Settlement Share and Individual PAGA Payment (if applicable)**

As explained above, your estimated Individual Settlement Share and Individual PAGA Payment (if applicable) is based on the number of Workweeks and Pay Periods (if applicable) credited to you.

**Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$ [REDACTED]. The Individual Settlement Share is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.**

**Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$ [REDACTED] and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.**

The settlement approval process may take multiple months. Your Individual Settlement Share and Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment and Individual PAGA Payment (if applicable) may be higher or lower.

#### **D. Release of Claims**

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims.

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff, the State of California with respect to all PAGA Employees, and all PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims.

“Released Class Claims” means any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys’ fees, damages, or causes of action which were alleged or which could have been reasonably alleged based on the factual allegations in the Operative Complaint, arising during the Class Period under any federal, state, or local law, which shall specifically include claims for Defendant’s alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide one day’s rest in seven, provide accurate wage statements, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 551, 552, 1194, 1197, 1197.1, 1198, 2800, and 2802, the applicable Industrial Welfare Commission Wage Order, California Business and Professions Code sections 17200, *et seq.*, and all claims for attorneys’ fees and costs and statutory interest in connection therewith.

“Released PAGA Claims” means any and all claims arising from any of the factual allegations in the PAGA Letter and the Operative Complaint, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*, which shall specifically include claims for Defendant’s alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide one day’s rest in seven, provide compliant wage statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Order, and all claims for attorneys’ fees and costs in connection therewith.

“Released Parties” means Defendant and its current and former officers, directors, members, attorneys, insurers, shareholders, representatives, and agents during the Class Period and their respective parents, subsidiaries, affiliates, predecessors, successors, and assigns.

#### **E. Attorneys’ Fees and Costs to Class Counsel**

Class Counsel will seek attorneys’ fees in an amount not to exceed thirty-five (35%) of the Gross Settlement Amount (i.e., \$157,500.00) and reimbursement of litigation costs and expenses in an amount not to exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) (collectively, “Attorneys’ Fees and Costs”), subject to approval by the Court. The Attorneys’ Fees and Costs granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiff, Class Members, and PAGA Employees on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

#### **F. Enhancement Payment to Plaintiff**

Plaintiff will seek the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) (“Enhancement Payment”), in recognition of her services in connection with the Action. The Enhancement Payment will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, it will be paid to Plaintiff in addition to her Individual Settlement Payment and Individual PAGA Payment that she is entitled to under the Settlement.

#### **G. Settlement Administration Costs to Settlement Administrator**

Payment to the Settlement Administrator is estimated not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and Disputes, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

#### **IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?**

##### **A. Participate in the Settlement**

**If you want to participate in the Class Settlement and receive money from the Class Settlement, you do not have to do anything.** You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement and if the Court grants final approval of the Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released Class Claims against the Released Parties as described in Section III.D above.

If you are a PAGA Employee and the Court grants final approval of the Settlement, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims against the Released Parties as described in Section III.D above.

As a Class Member and PAGA Employee (if applicable), you will not be separately responsible for the payment of attorney’s fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney’s fees and expenses.

##### **B. Request Exclusion from the Class Settlement**

Class Members may request to be excluded from the Class Settlement by submitting a letter (“Request for Exclusion”) to the Settlement Administrator, at the following address:

[Settlement Administrator]  
[Mailing Address]

A Request for Exclusion must: (a) contain the case name and number of the Action (*Flores v. Capitol Distribution Company LLC dba Capitol Food Company*, Case No. 24STCV20477); (b) contain your full name, signature, address, telephone number, and last four (4) digits of your Social Security number; (c) clearly state that you do not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address above, postmarked **on or before [Response Deadline]**.

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be issued an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a timely and valid Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Class Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. PAGA Employees will be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will still be issued an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

##### **C. Object to the Class Settlement**

You can object to the Class Settlement as long as you have not submitted a Request for Exclusion by submitting a written objection (“Notice of Objection”) to the Settlement Administrator.

The Notice of Objection must: (a) contain the case name and number of the Action (*Flores v. Capitol Distribution Company*



*LLC dba Capitol Food Company*, Case No. 24STCV20477); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B above, postmarked **on or before [Response Deadline]**.

You may also appear at the Final Approval Hearing and present your objection orally, regardless of whether you have submitted a Notice of Objection.

## **V. FINAL APPROVAL HEARING**

The Court will hold a Final Approval Hearing in Department 1 of the Los Angeles County Superior Court, located at Spring Street Courthouse, 312 North Spring Street, Los Angeles, California, 90012 on **[date]**, at **[time]**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the Attorneys' Fees and Costs to Class Counsel, Enhancement Payment to Plaintiff, and Settlement Administration Costs to the Settlement Administrator.

The Final Approval Hearing may be continued without further notice to the Class Members and PAGA Employees. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

You can find more information regarding appearing remotely through LA Court Connect online at: <https://www.lacourt.org/lacceligibility/ui/civil.aspx?casetype=ci>

## **VI. ADDITIONAL INFORMATION**

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers, which are on file with the Court.

You may view the Settlement Agreement and other documents filed in the Action by visiting Stanley Mosk Courthouse, 111 North Hill Street, California 90012, during normal business hours, or by online by visiting the following website: <https://www.lacourt.org/casesummary/ui/>

You may also visit the Settlement Administrator's website at **[redacted]** for key documents in the Action.

**PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.**

**IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.**



# **EXHIBIT 3**

- *Johnny Rivas v. Buckingham Property Management*, Kings County Superior Court, Case No. 23CU0355, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Manuel Hernandez v. DHC PS Holdings LLC, et al.*, Alameda County Superior Court, Case No. 24CV079333, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Daniel He, et al. v. Bay Photo Lab Inc., et al.*, Los Angeles County Superior Court, Case No. 24STCV05682, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Leonard Moore v. Truepill, Inc.*, Alameda County Superior Court, Case No. 23CV047001, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Colton Ray v. Papé Machinery, Inc., et al.*, Humboldt County Superior Court, Case No. CV2402126, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Elba Garcia v. South Central Los Angeles Regional Center for Developmentally Disabled Persons, Inc.*, Los Angeles County Superior Court, Case No. 24STCV04382, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Miguel Avila v. Weber Metals, Inc.*, Los Angeles County Superior Court, Case No. 24STCV04071, approved as counsel in final settlement of wage and hour class action.
- *Hector Cornejo v. Renovo Solutions, LLC*, Los Angeles County Superior Court, Case No. 23STCV27376, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Juan Campos-Ledezma, et al. v. Institute for Environmental Health, Inc.*, Stanislaus County Superior Court, Case No. CV-23-006693, approved as counsel in final

settlement of wage and hour class and PAGA action.

- *Jeanne Boudreau v. Intelliswift Software, Inc.*, San Francisco County Superior Court, Case No. CGC-23-611128, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Daniel Munguia v. Moog Inc.*, Los Angeles County Superior Court, Case No. 24STCV11688, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Francisco Javier Sanchez, Jr. v. Jim Crawford Construction Company, Inc.*, Fresno County Superior Court, Case No. 24CECG01421, approved as counsel in final settlement of wage and hour class action.
- *Jose Ramirez v. A.J. Kirkwood & Associates, Inc.*, San Diego County Superior Court, Case No. 24CU012580C, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Kirstie Deveaux, et al. v. Motorola Solutions, Inc.*, Santa Clara County Superior Court, Case No. 23CV427798, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Geri Gates, et al. v. SD & A Teleservices, Inc.*, Los Angeles County Superior Court, Case No. 23STCV29390, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Bryan Zuniga v. Inova Diagnostics, Inc., et al.*, San Diego County Superior Court, Case No. 37-2023-00055201-CU-OE-CTL, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Ivorya Geneve v. Mikuni Restaurant Group, Inc.*, Contra Costa County Superior Court, Case No. C23-02732, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Amira Fakira, et al. v. CSL Plasma, Inc.*, Alameda County Superior Court, Case No. 23CV057131, approved as counsel in final settlement of wage and hour class and

PAGA action.

- *Vadim Savin, et al. v. Fleetlogix Inc.*, San Diego County Superior Court, Case No. 37-2023-00051984-CU-OE-CTL, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Grace Weissmuller, et al. v. Astrix Technology, LLC*, Los Angeles County Superior Court, Case No. 21STCV45436, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Gabriel Perez, et al. v. Kimberlite Corporation, et al.*, Alameda County Superior Court, Case No. 24CV073959, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Armida Marquez v. The Nielsen Company (US), LLC*, Los Angeles County Superior Court, Case No. 23STCV06394, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Sergio Valdez v. Ampere Computing, LLC, et al.*, Santa Clara County Superior Court, Case No. 24CV438808, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Mario Mendoza v. Mingei International, Inc.*, San Diego County Superior Court, Case No. 37-2024-00015385-CU-OE-CTL, approved as counsel in final settlement of wage and hour class action.
- *Vivian Huynh v. Technical Safety Services, LLC*, Alameda County Superior Court, Case No. 23CV053505, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Connor Brown v. Bi-Rite Management Services LLC, et al.*, San Francisco County Superior Court, Case No. CGC-24-611385, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Joshua Gilmore v. Golden Bolt, LLC*, Los Angeles County Superior Court, Case No. 24STCV11281, approved as counsel in settlement of representative wage and hour

action pursuant to PAGA.

- *Tony Jones v. Saddle Creek Corporation dba Saddle Creek Logistics Services*, Orange County Superior Court Case No. 30-2024-01379065-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Armida Burton v. Mercury Mission Systems, LLC*, Los Angeles County Superior Court, Case No. 24STCV02628, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Triada Pallidou v. TJB Geary's, LLC dba Geary's Beverly Hills*, Los Angeles County Superior Court, Case No. 24STCV15627, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Joey Ruiz, et al. v. Southern Tire Mart, LLC*, Los Angeles County Superior Court, Case No. 24STCV12037, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Salomon Garcia, et al. v. Atlas Freight Forwarding, Inc.*, San Diego County Superior Court, Case No. 37-2022-00039724-CU-OE-CTL, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Chardriana Jean v. Woodruff-Sawyer & Co.*, Alameda County Superior Court, Case No. 24CV102594, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Stephanie Leon v. Fulgent Therapeutics, LLC, et al.*, Los Angeles County Superior Court, Case No. 24STCV14168, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Emma Romero v. Charles Abbott Associates, Inc.*, San Bernardino County Superior Court, Case No. CIVSB2322374, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Karen Hartstein v. Hyatt Corporation*, Los Angeles County Superior Court, Case No. 20STCV15895, approved as counsel in final settlement of wage and hour class

and PAGA action.

- *Michael Casas, et al. v. Encorr Sheets, LLC*, San Bernardino County Superior Court, Case No. CIVSB2319925, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Quincy O'Neal v. Included Health, Inc., formerly known as Grand Rounds Health, Inc.*, San Francisco County Superior Court, Case No. CGC-23-608391, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Javario Datrail Luna v. A-Check America, Inc., et al.*, Riverside County Superior Court, Case No. CVRI2306180, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Kevin Werner, et al. v. Greystar Management Services, LP, et al.*, Los Angeles County Superior Court, Case No. 23STCV08498, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Jully Mullings v. Antelope Ambulance Service*, Los Angeles County Superior Court, Case No. 23STCV30241, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Maria Martina Aleman v. Holding Hands OPCO LLC dba Holding Hands, Inc.*, Los Angeles County Superior Court, Case No. 24STCV25240, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Jesus Herrera v. Reeve Store Equipment Company*, Los Angeles County Superior Court, Case No. 22STCV04239, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Vanessa Vazquez v. Cliffs Resort LLC*, San Luis Obispo County Superior Court, Case No. 24CV-0025, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Javier Hernandez, Jr. v. DGDG I, LLC, et al.*, Santa Clara County Superior Court,

Case No. 23CV416770, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.

- *Juan Manuel Munoz v. MGA Entertainment, Inc.*, Los Angeles County Superior Court, Case No. 23STCV06386, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Mayra Campos Molina, et al. v. Harbor Hotels, LLC*, Los Angeles County Superior Court, Case No. 23STCV10683, approved as counsel in final settlement of wage and hour class and PAGA action.
- *William Sykes, IV, et al. v. Wente Bros.*, Alameda County Superior Court, Case No. 23CV048758, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jose Padilla, et al. v. WEHO Hospitality Sunset, LLC*, Los Angeles County Superior Court, Case No. 23STCV01072, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Marvin Morales v. Skurka Aerospace, Inc.*, Los Angeles County Superior Court, Case No. 24STCV12893, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tyler Krug, et al. v. EKC Enterprises, Inc.*, Kern County Superior Court, Case No. BCV-23-103975, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Joseph Amyot v. Silverthorn Resort, Inc.*, Shasta County Superior Court, Case No. 23CV-0203487, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Marissa Hartman v. Napa LP Hospitality Corporation*, Napa County Superior Court, Case No. 23CV00116, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Lesly Arreguin, et al. v. Intercare Therapy, Inc.*, Los Angeles County Superior Court,

Case No. 23STCV27972, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

- *Alma Lopez, et al. v. Advanced Manufacturing and Development, Inc.*, Mendocino County Superior, Case No. 23CV000673, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Brittni Aghedo, et al. v. Villa Esperanza Services*, Los Angeles County Superior Court, Case No. 23STCV27362, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Robin Jennings v. Mizuho Orthopedic Systems, Inc. dba Mizuho OSI*, Alameda County Superior Court, Case No. 24CV070891, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Jonathan Martin v. Atlas Digital, LLC*, Los Angeles County Superior Court, Case No. 23STCV30498, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Cynthia Molt v. Los Angeles Film School, LLC*, Los Angeles County Superior Court, Case No. 23STCV30757, approved as counsel in final settlement of wage and hour class and PAGA action.
- *William Ramirez v. Employer Solutions Staffing Group LLC*, Los Angeles County Superior Court, Case No. 23STCV24735, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Anu Verma v. SingerLewak LLC*, Los Angeles County Superior Court, Case No. 24STCV11344, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Toby Lanzarin, et al. v. Building Material Distributors, Inc.*, Sacramento County Superior Court, Case No. 34-2022-00330343-CU-OE-GDS, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Kassandra Herndon, et al. v. Agreeya Solutions, Inc.*, San Joaquin County Superior



Court, Case No. STK-CV-UOE-2023-0002783, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.

- *Damon Siler, et al. v. Call-The-Car dba Call the Car*, Los Angeles County Superior Court, Case No. 24STCV07514, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Daniel Ochoa-Lopez v. CorTech West Staffing, LLC, et al.*, Los Angeles County Superior Court, Case No. 23STCV19480, approved as counsel in settlement of representative wage and hour action pursuant to PAGA
- *Juan Escobedo v. Block Tops, Inc.*, Orange County Superior Court, Case No. 30-2023-01356309-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Antonio Quintero v. Weyerhaeuser NR Company*, Los Angeles County Superior Court, Case No. 23STCV02624, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Cristo Hernandez v. Eldorado National (California), Inc.*, Riverside County Superior Court, Case No. CVRI2201056, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Rigoberto Tecaliz v. National Restaurant Inc. dba Black Bear Diner*, San Diego County Superior Court, Case No. 37-2023-00046906-CU-OE-CTL, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Cecilia Estrada v. The Roman Catholic Archbishop of Los Angeles*, Los Angeles County Superior Court, Case No. 24STCV07184, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alexander Davis v. JAJ Roofing dba Citadel Roofing and Solar*, Sacramento County Superior Court, Case No. 23CV011004, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Aurelio Aguilar v. Supreme Car Wash, Inc.*, Los Angeles County Superior Court,

Case No. 21STCV29696, approved as counsel in final settlement of wage and hour class and PAGA action.

- *Aaron Coffey v. Catalina Channel Express, Inc.*, Los Angeles County Superior Court, Case No. 21STCV41396, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Djuana Shanella Hale, et al. v. Welbe Health, LLC, et al.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2023-0006866, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Mario Fosados v. Drew Chain Security Corp.*, Los Angeles County Superior Court, Case No. 24STCV00519, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Jose Manuel Amaro Bernal v. Joseph Holt Plastering, Inc.*, Los Angeles County Superior Court, Case No. 24STCV15637, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Brandon Geston v. FRTO LLC, et al.*, Fresno County Superior Court, Case No. 24CECG01292, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Alfonso Herrera v. W.L. Butler Construction, Inc., et al.*, Orange County Superior Court, Case No. 30-2023-01335445-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Marcos Ojendiz, et al. v. Jonathan Louis International*, Los Angeles County Superior Court, Case No. 21STCV35253, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Emmanuel Caldera v. Zeb's World Famous Boathouse Inc. dba Goat Hill Tavern*, Orange County Superior Court, Case No. 30-2023-01310801-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alex Javier Nakamoto v. Skydio, Inc.*, Alameda County Superior Court, Case No.

24CV062913, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.

- *Jason McEntee v. Roche Molecular Systems, Inc.*, Alameda County Superior Court, Case No. 23CV041360, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alexzander Roberts, et al. v. Lemonade Restaurant Group*, Los Angeles County Superior Court, Case No. 22STCV38302, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Halla Knotts v. Launch Technical Workforce Solutions, LLC*, San Bernardino County Superior Court, Case No. CIVSB2332568, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Armando Gastelum v. Premier Trailer Manufacturing, Inc.*, Tulare County Superior Court, Case No. VCU300333, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Tiffany Patterson v. Black Mountain Healthcare, LLC., d/b/a Seaport Home Health & Hospice*, San Diego County Superior Court, Case No. 37-2023-00037563-CU-OE-CTL, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Angel Rodriguez v. American Textile Maintenance*, Los Angeles County Superior Court, Case No. 22STCV17855, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Rita Ray v. Families Together of Orange County*, Orange County Superior Court, Case No. 30-2023-01324555-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Ly Hai v. Sunroad HS Auto, Inc.*, San Diego County Superior Court, Case No. 37-2022-00025788-CU-OE-CTL, approved as counsel, in association with other

counsel, in settlement of representative wage and hour action pursuant to PAGA.

- *Anabel Perez v. Eureka Specialties, Inc.*, Los Angeles County Superior Court, Case No. 22STCV35940, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jose Luis Galicia v. Virco, Inc., et al.*, Los Angeles County Superior Court, Case No. 23STCV29425, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Rene Umana v. Columbus Technologies*, Los Angeles County Superior Court, Case No. 22STCV16432, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Sitara Nayabhil v. San Francisco SPCA (dba SFSPCA), a California 501(c)(3) non-profit organization*, San Francisco County Superior Court, Case No. CGC-23-609950, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Fernando Solis v. Tuff Shed, Inc.*, Los Angeles County Superior Court, Case No. 24VECV00368, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tyler Emery v. Santa Cruz Bicycles, LLC*, Santa Cruz Superior Court, Case No. 24CV00244, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Odalys Montejo v. Team Nissan LLC*, Ventura County Superior Court, Case No. 2023CUOE017853, approved as counsel in settlement of representative wage and hour action pursuant to PAGA
- *Vanessa Cortes v. Giti Tire (USA) LTD*, San Bernardino County Superior Court, Case No. CIVSB2332578, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Travis Sanford v. Santa Cruz Seaside Company*, Santa Cruz County Superior Court,

Case No. 23CV01762, approved as counsel in final settlement of wage and hour class and PAGA action.

- *Jered Ortega v. YMCA of San Diego County*, San Diego County Superior Court, Case No. 37-2023-00043645-CU-OE-CTL, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Corina Martinez v. Stagnaro Bros. Seafood, Inc.*, Santa Cruz County Superior Court, Case No. 24CV00082, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alejandra Jimenez v. ClearFreight, Inc.*, Los Angeles County Superior Court, Case No. 23STCV28938, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Jazzmin Cortez v. Millard Mall Services, Inc.*, Riverside County Superior Court, Case No. CVRI2104010, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Christa Morton, et al. v. PSI Services, LLC*, Fresno County Superior Court, Case No. 24CECG00039, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Michael Bravo v. Michels Pacific Energy, Inc.*, Santa Clara County Superior Court, Case No. 22CV403427, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Daniel Rodriguez v. Republique, LLC*, Los Angeles County Superior Court, Case No. 23STCV14521, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Theresa Bendorf, et al. v. Sea World LLC, et al.*, San Diego County Superior Court, Case No. 37-2021-00034922-CU-OE-CTL, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.

- *Victor De La Cruz v. Northwest Pipe Company*, San Bernardino County Superior Court, Case No. CIVSB2211140, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Bobby Birdi v. Lucid USA, Inc.*, Alameda County Superior Court, Case No. 21CV003541, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Jose Trujillo, et al. v. Producers Dairy Foods, Inc.*, Sacramento County Superior Court, Case No. 34-2022-00313753, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *David Williams v. Rancho Nicasio, LLC*, Marin County Superior Court, Case No. CIV2203067, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Alexander Jackson v. Lifecare Assurance Company*, Los Angeles County Superior Court, Case No. 23STCV26579, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alexis Cardoza v. BHFC Operating LLC*, Los Angeles County Superior Court, Case No. 21STCV34040, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Maria Ayala, et al. v. SDH Services West, LLC*, Kern County Superior Court, Case No. BCV-21-101933, approved as class counsel in final settlement of wage and hour class action.
- *Alfredo Sanchez v. Greenworld, Inc.*, Riverside County Superior Court, Case No. CVRI2105756, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Oscar Bryant v. Midwest Construction Services, Inc. dba Trillium*, San Bernardino County Superior Court, Case No. CIVSB2121529, approved as class counsel in final settlement of wage and hour class action.

- *Matthew Savattieri v. AMI Expeditionary Healthcare, LLC, et al.*, Los Angeles County Superior Court, Case No. 21STCV33372, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Lexy Barajas, et al. v. H. W. Hunter, Inc.*, Los Angeles County Superior Court, Case No. 22STCV01892, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alejandro Valdez v. C.H.I. Automart, Inc.*, Los Angeles County Superior Court, Case No. 21STCV40168, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Sheizan Bawa v. Meathead Movers, Inc.*, Orange County Superior Court, Case No. 30-2021-01211895-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tanisha Lopez, et al. v. Restorix Health, Inc.*, Los Angeles County Superior Court, Case No. 21STCV33067, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Perla Soto, et al. v. Nippon Express U.S.A., Inc.*, Los Angeles County Superior Court, Case No. 21STCV24902, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Angel Garcia, et al. v. J&B Investments, Inc., et al.*, San Bernardino County Superior Court, Case No. CIVSB2208601, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Sindy Aviles, et al. v. Freeway Insurance Services America, LLC*, Los Angeles County Superior Court, Case No. 21STCV34864, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Alexander Gnaedig, et al. v. Favorite Healthcare Staffing, Inc.*, Los Angeles County Superior Court, Case No. 21STCV20904, approved as class counsel, in association

with other counsel, in final settlement of wage and hour class and PAGA action.

- *Richard Evans v. My Paint Stop, LLC, et al.*, Contra Costa County Superior Court, Case No. MSC21-01812, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Jose Luis Parada George v. Main Electric Supply Company, LLC, et al.*, Orange County Superior Court, Case No. 30-2021-01220136-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Samia Salazar Yunis v. Sharif Jewelers*, Sacramento County Superior Court, Case No. 34-2020-00290080, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Daniel Analco v. Felix Chevrolet, LP, et al.*, Los Angeles County Superior Court, Case No. 21STCV36654, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Sasha Aiono v. Benefit Cosmetics*, Los Angeles County Superior Court, Case No. 21STCV33719, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.



# **EXHIBIT 4**

# List of Expenses Items - 5/6/2026

## Matter: Flores v. Capitol Distribution Company LLC dba Capitol Food Company

| Date       | Type of Expense | Title                                                                               | Amount       |
|------------|-----------------|-------------------------------------------------------------------------------------|--------------|
| 7/22/2024  | Mailing         | Welcome Pkg to Dianna Flores                                                        | \$ 1.77      |
| 8/6/2024   | Filing          | Paga Letter Submission                                                              | \$ 75.00     |
| 8/6/2024   | Mailing         | Records Request and PAGA Letter to Capitol Distribution Company, LLC (Cerritos)     | \$ 9.64      |
| 8/6/2024   | Mailing         | Records Request and PAGA Letter to Capitol Distribution Company, LLC (La Mirada)    | \$ 9.64      |
| 8/6/2024   | Mailing         | Records Request and PAGA Letter to Capitol Distribution Company, LLC (Sherman Oaks) | \$ 9.64      |
| 8/15/2024  | Filing          | Steno - Complaint Packet                                                            | \$ 1,997.20  |
| 8/24/2024  | Filing          | Steno - Notice of Posting Jury Fees                                                 | \$ 262.45    |
| 9/6/2024   | Service         | Steno - Personal Service                                                            | \$ 205.45    |
| 9/27/2024  | Mailing         | Proof of Service to Capitol Distribution Company, LLC                               | \$ 0.97      |
| 10/2/2024  | Filing          | Steno - Proof of Service                                                            | \$ 59.95     |
| 10/18/2024 | Filing          | Steno - Complaint Packet (PAGA)                                                     | \$ 647.20    |
| 12/27/2024 | Filing          | Steno - Proof of Service (PAGA)                                                     | \$ 59.95     |
| 1/20/2025  | Hosting Fee     | Payment to Case Anywhere                                                            | \$ 102.90    |
| 2/25/2025  | Hosting Fee     | Payment to Case Anywhere                                                            | \$ 49.00     |
| 3/13/2025  | Hosting Fee     | Payment to Case Anywhere                                                            | \$ 49.00     |
| 4/16/2025  | Hosting Fee     | Payment to Case Anywhere                                                            | \$ 49.00     |
| 5/2/2025   | Hosting Fee     | Payment to Case Anywhere                                                            | \$ 49.00     |
| 5/16/2025  | Mediation       | Payment to Signature Resolution                                                     | \$ 10,652.42 |
| 6/16/2025  | Expert Fee      | Payment to Berger Consulting Group                                                  | \$ 5,940.00  |
| 6/18/2025  | Filing          | Steno - Joint Initial Status Conference Statement                                   | \$ 59.95     |
| 6/18/2025  | Hosting Fee     | Payment to Case Anywhere                                                            | \$ 49.00     |
| 7/15/2025  | Hosting Fee     | Payment to Case Anywhere                                                            | \$ 55.00     |
| 8/6/2025   | Filing          | Steno - Stipulation and Order                                                       | \$ 86.95     |
| 8/6/2025   | Filing          | Steno - Notice of Remote Appearance                                                 | \$ 59.95     |
| 8/20/2025  | Filing          | Steno - First Amended Complaint                                                     | \$ 59.95     |
| 8/23/2025  | Hosting Fee     | Payment to Case Anywhere                                                            | \$ 49.00     |
| 9/17/2025  | Filing          | Steno - Motion for Preliminary Approval                                             | \$ 180.95    |
| 9/21/2025  | Hosting Fee     | Payment to Case Anywhere                                                            | \$ 79.00     |
| 9/30/2025  | Filing          | Steno - Joint Stippulation to Vacate SC                                             | \$ 86.95     |
| 10/24/2025 | Hosting Fee     | Payment to Case Anywhere                                                            | \$ 91.00     |
| 11/18/2025 | Hosting Fee     | Payment to Case Anywhere                                                            | \$ 73.00     |
| 1/27/2026  | Hosting Fee     | Payment to Case Anywhere                                                            | \$ 49.00     |
| 2/19/2026  | Filing          | Steno - Supplemental MPA Papers                                                     | \$ 99.95     |
| 2/20/2026  | Filing          | Steno - Further Supplemental MPA Papers                                             | \$ 99.95     |
| 2/27/2026  | Hosting Fee     | Payment to Case Anywhere                                                            | \$ 49.00     |
| 3/9/2026   | Filing          | Steno - Notice of Entry                                                             | \$ 59.95     |
| 3/27/2026  | Hosting Fee     | Payment to Case Anywhere                                                            | \$ 85.00     |
| 4/23/2026  | Hosting Fee     | Payment to Case Anywhere                                                            | \$ 55.00     |
|            | Filing          | Estimated Cost: Steno - Motion for Final Approval                                   | \$ 180.95    |
|            | Filing          | Estimated Cost: Steno - Notice of Entry of MFA Order                                | \$ 59.95     |
|            | Filing          | Estimated Cost: Steno - Administrator's Declaration Re Disbursement                 | \$ 59.95     |

Total: \$ 21,959.58