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**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

**[PROPOSED] FINAL APPROVAL ORDER  
AND JUDGMENT**

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

1 Plaintiff Dianna Flores’s (“Plaintiff”) Motion for Final Approval of Class Action and PAGA  
2 Settlement, Attorneys’ Fees and Costs, Enhancement Payment, and Settlement Administration Costs  
3 came before this Court on **June 15, 2026 at 10:30 a.m.** before the Honorable Theresa M. Traber in  
4 Department 1 of the above-captioned Court located at Spring Street Courthouse, 312 North Spring  
5 Street, Los Angeles, California 90012.

6 Having received and considered the First Amended Joint Stipulation of Class Action and  
7 PAGA Settlement (“Settlement Agreement” or “Settlement”), Plaintiff’s Motion for Final Approval  
8 of Class Action and PAGA Settlement, Attorneys’ Fees and Costs, Enhancement Payment, and  
9 Settlement Administration Costs, the supporting papers filed by the Parties, the Declarations of Class  
10 Counsel (Alexandra Rose), the Class Representative (Dianna Flores), and the Settlement  
11 Administrator (Laura Singh on behalf of CPT Group, Inc.), and the evidence and argument received  
12 by the Court in conjunction with the Motion for Preliminary Approval of Class Action and PAGA  
13 Settlement and documents thereto, the Court grants final approval of the Settlement and **HEREBY**  
14 **ORDERS AND MAKES THE FOLLOWING DETERMINATION:**

15 1. This Court has jurisdiction over the subject matter of the above-captioned action and  
16 over Plaintiff and Defendant Capitol Distribution Company LLC dba Capitol Food Company  
17 (“Defendant”) (together, with Plaintiff, the “Parties”), including all members of the Class.

18 2. The Court finds that the following Class is properly certified as a class for settlement  
19 purposes only: “All current and former non-exempt employees (excluding drivers) who worked for  
20 Defendant in the State of California at any time during the Class Period.” The “Class Period” is  
21 defined as the period from August 13, 2020 through March 22, 2025.

22 3. The Court appoints Plaintiff Diana Flores as the Class Representative for settlement  
23 purposes only.

24 4. The Court appoints Jonathan M. Genish, Barbara DuVan-Clarke, P.J. Van Ert, Danielle  
25 Ling GruppChang, and Alexandra Rose of Blackstone Law, APC as Class Counsel for settlement  
26 purposes only.

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1           5.       The Notice of Class Action Settlement (“Class Notice”) provided to the Class conforms  
2 with the requirements of California Code of Civil Procedure section 382, California Civil Code section  
3 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and  
4 any other applicable law, and constitutes the best notice practicable under the circumstances, by  
5 providing individual notice to all Class Members who could be identified through reasonable effort,  
6 and by providing due and adequate notice of the proceedings and of the matters set forth therein to the  
7 other Class Members. The Class Notice fully satisfied the requirements of due process.

8           6.       The Court finds the Settlement was entered into in good faith, that the Settlement is  
9 fair, reasonable, and adequate, and that the Settlement satisfies the standards and applicable  
10 requirements for final approval of this class action settlement under California law, including the  
11 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule  
12 3.769.

13           7.       The Settlement Agreement is not an admission by Defendant, or by any other Released  
14 Party, nor is this Order and Judgment a finding of the validity of any allegations or of any wrongdoing  
15 by Defendant or any other Released Party. Neither this Order and Judgment, the Settlement, nor any  
16 document referred to herein, nor any action taken to carry out the Settlement, may be construed as, or  
17 may be used as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever  
18 by or against Defendant or any of the other Released Parties.

19           8.       The Court finds that no Class Members have validly and timely opted out of the Class  
20 Settlement and no Settlement Class Members have objected to the Class Settlement.

21           9.       In addition to any recovery that Plaintiff may receive under the Settlement, and in  
22 recognition of Plaintiff’s efforts on behalf of the Class, the Court hereby approves the payment from  
23 the Gross Settlement Amount of an Enhancement Payment to Plaintiff in the amount of \$10,000.00.

24           10.      The Court approves the payments from the Gross Settlement Amount of attorneys’ fees  
25 to Class Counsel in the sum of \$157,500.00 and reimbursement of actual litigation costs and expenses  
26 to Class Counsel in the sum of \$21,959.58. The attorneys’ fees and reimbursement of litigation costs  
27 and expenses to Class Counsel are reasonable amounts. The reasonableness of the fee award is  
28 determined based on a reasonable percentage of the common fund obtained for the Class. Awarding

1 fees on a percentage basis encourages efficient litigation practices and reflects the actual benefit  
2 obtained for the Class.

3 11. The Court approves and orders payment from the Gross Settlement Amount in the  
4 amount of \$6,990.00 to CPT Group, Inc. for performance of settlement administration services.

5 12. The Court approves and orders payment in the amount of \$14,625.00 to the California  
6 Labor Workforce and Development Agency (“LWDA”) as 65% of the payment allocated toward  
7 PAGA penalties.

8 13. It is hereby ordered that within twenty (20) business days after the Effective Date,  
9 Defendant will deposit the Gross Settlement Amount into an account established by the Settlement  
10 Administrator, in accordance with the terms and methodology set forth in the Settlement Agreement.

11 14. It is hereby ordered that within five (5) business days after Defendant funds the Gross  
12 Settlement Amount, the Settlement Administrator will distribute the Individual Settlement Payments  
13 to Settlement Class Members, Individual PAGA Payments to PAGA Employees, Attorneys’ Fees and  
14 Costs to Class Counsel, Enhancement Payment to Plaintiff, LWDA Payment to the LWDA, and  
15 Settlement Administration Costs to itself.

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

21 16. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff  
22 and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled,  
23 compromised, relinquished, and discharged the Released Parties of any and all claims, debts,  
24 liabilities, demands, obligations, guarantees, costs, expenses, attorneys’ fees, damages, or causes of  
25 action which were alleged or which could have been reasonably alleged based on the factual  
26 allegations in the Operative Complaint, arising during the Class Period under any federal, state, or  
27 local law, which shall specifically include claims for Defendant’s alleged failure to pay overtime and  
28 minimum wages, provide compliant meal and rest periods and associated premium payments, timely

1 pay wages during employment and upon termination, provide one day's rest in seven, provide accurate  
2 wage statements, and reimburse necessary business-related expenses in violation of California Labor  
3 Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 551, 552, 1194, 1197, 1197.1,  
4 1198, 2800, and 2802, the applicable Industrial Welfare Commission Wage Order, California Business  
5 and Professions Code sections 17200, *et seq.*, and all claims for attorneys' fees and costs and statutory  
6 interest in connection therewith (collectively, "Released Class Claims").

7 17. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff,  
8 the State of California with respect to all PAGA Employees, and all PAGA Employees will be deemed  
9 to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the  
10 Released Parties of any and all claims arising from any of the factual allegations in the PAGA Letter  
11 and the Operative Complaint, arising during the PAGA Period, for civil penalties under the Private  
12 Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*, which shall specifically  
13 include claims for Defendant's alleged failure to pay overtime and minimum wages, provide compliant  
14 meal and rest periods and associated premium payments, timely pay wages during employment and  
15 upon termination, provide one day's rest in seven, provide compliant wage statements, maintain  
16 complete and accurate payroll records, and reimburse necessary business-related expenses in violation  
17 of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 551, 552,  
18 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission  
19 Wage Order, and all claims for attorneys' fees and costs in connection therewith (collectively,  
20 "Released PAGA Claims").

21 18. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff,  
22 individually and on her own behalf, and on behalf of her respective former and present spouses,  
23 representatives, agents, attorneys, heirs, administrators, successors, and assigns, will be deemed to  
24 have fully, finally, and forever released, settled, compromised, relinquished, and discharged the  
25 Released Parties from any and all claims, debts, liabilities, demands, obligations, guarantees, costs,  
26 expenses, attorneys' fees, damages, or causes of action of any kind or nature whatsoever, known or  
27 unknown, suspected or unsuspected, asserted or unasserted, which Plaintiff, at any time during the  
28 Class Period, had or claimed to have or may have. Plaintiff acknowledges that Plaintiff may discover

1 facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to  
2 be true but agrees, nonetheless, that this release shall be and remain effective in all respects,  
3 notwithstanding such different or additional facts or Plaintiff's discovery of them. It is agreed that  
4 this is a general release and is to be broadly construed as a release of all claims, provided that,  
5 notwithstanding the foregoing, this Paragraph expressly does not include a release of any claims that  
6 cannot be released hereunder by law. Any and all rights granted under any state or federal law or  
7 regulation limiting the effect of the Settlement Agreement, including the provisions of Section 1542  
8 of the California Civil Code, ARE HEREBY EXPRESSLY WAIVED. Section 1542 of the California  
9 Civil Code reads as follows:

10 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE  
11 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO  
12 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE  
13 AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY  
AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED  
PARTY.

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

17 20. This Court shall retain jurisdiction with respect to all matters related to the  
18 administration and consummation of the Settlement, and any and all claims asserted in, arising out of,  
19 or related to the subject matter of the lawsuit, including but not limited to all matters related to the  
20 Settlement and the determination of all controversies relating thereto.

21 21. Notice of entry of this Order and Judgment shall be given to the Class Members by  
22 posting a copy of this Order and Judgment on the Settlement Administrator's website for a period of  
23 at least sixty (60) calendar days after the date of entry of this Order and Judgment.

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22. A Non-Appearance Case Review re: Final Report is set for \_\_\_\_\_ at \_\_\_\_\_ in Department 1 of this Court located at Spring Street Courthouse, 312 North Spring Street, Los Angeles, California 90012. The Settlement Administrator shall file a Final Report by \_\_\_\_\_.

**IT IS SO ORDERED.**

Dated: \_\_\_\_\_

Honorable Theresa M. Traber