

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

OSVALDO VARGAS, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

BLUE LINE FOODSERVICE DISTRIBUTION,
INC., a Michigan corporation; and DOES 1
through 10, inclusive,

Defendants.

Case No.: 30-2023-01328202-CU-OE-CXC

CLASS AND REPRESENTATIVE ACTION

Assigned for All Purposes to the Honorable
Layne H. Melzer, Department CX-102

**ORDER GRANTING FINAL APPROVAL
OF CLASS ACTION AND PAGA
SETTLEMENT AND JUDGMENT**

*[Filed with the Memorandum of Points and
Authorities, Declaration of Kane Moon,
Declaration of Plaintiff Osvaldo Vargas, and
Declaration of Bentley Conn]*

FINAL APPROVAL HEARING

Date: September 18, 2025

Time: 2:00 p.m.

Dept. CX-102

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2 **FINAL APPROVAL ORDER AND JUDGMENT**

3 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

4 On April 10, 2025, the Court entered an Order which granted Plaintiff's Motion for
5 Preliminary Approval of Class Action and PAGA Settlement, granted conditional class
6 certification, approved the format of the Class Notice, and set a Final Approval Hearing (the
7 "Preliminary Approval Order"), thereby preliminarily approving a settlement of the above-entitled
8 action (the "Action") that was reached between Plaintiff Osvaldo Vargas ("Plaintiff") and
9 Defendant Blue Line Foodservice Distribution Inc. ("Defendant," and together with Plaintiff, the
10 "Parties"), in accordance with the Parties' First Amended Joint Stipulation of Class Action and
11 PAGA Settlement (the "Settlement"). The Settlement was attached as **Exhibit 1** to the
12 Supplemental Declaration of Kane Moon in Support of Plaintiff's Motion for Preliminary
13 Approval of Class Action and PAGA Settlement (ROA 94) (the "Declaration of Kane Moon").

14 The Court now has before it Plaintiff's Motion for Final Approval of Class Action and
15 PAGA Settlement, including a motion for payment of the Class Counsel's attorneys' fees and
16 costs, the Class Representative Service Payment, the Settlement Administration Costs, and the
17 PAGA Allocation, and whether the Settlement should be finally approved as fair, reasonable, and
18 adequate as to Class Members (collectively "Motion for Final Approval"), as well as a [Proposed]
19 Final Approval Order and Judgment.

20 Due and adequate notice having been given to Class Members, and the Court having
21 reviewed the Settlement and duly considered Plaintiff's Motion for Final Approval, the supporting
22 declarations and exhibits thereto, all other papers filed and proceedings had hereto, the record in
23 this Action, and any oral argument, and good cause appearing,

24 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

25 1. The Court, for purposes of this Final Approval Order and Judgment, refers to all
26 terms and definitions as set forth in the Settlement.

27 2. Plaintiff's Motion for Final Approval came before Department CX102 of this Court,
28 the Honorable Layne H. Melzer presiding, on September 18, 2025.

1 3. The Court finds that the Settlement was made and entered into in good faith, the
2 terms of which are fair, reasonable, and adequate; was reached following meaningful discovery and
3 investigation conducted by Plaintiff and his counsel of record (“Class Counsel”); is the result of
4 serious, informed, adversarial, and arms-length negotiations between the Parties; and therefore,
5 meets the requirements for final approval. In so finding, the Court has considered all the evidence
6 presented, including evidence regarding the strength of Plaintiff’s claims; the risk, expense, and
7 complexity of the claims presented; the likely duration of further litigation; the settlement amount
8 offered; the extent of investigation and discovery completed; and the experience and views of Class
9 Counsel. The Court has further considered the one objection submitted and the absence of requests
10 for exclusion from the Settlement. Accordingly, the Court hereby **GRANTS** Plaintiff’s Motion for
11 Final Approval and enters **JUDGMENT** in accordance with the terms herein.

12 4. The Court certifies, for settlement purposes only, the following class (the “Class” or
13 “Class Members”): All current and former non-exempt, hourly employees of Defendant who work
14 or worked for Defendant in California at any time during the Class Period. The “Class Period”
15 means the period from May 25, 2019, through January 29, 2025.

16 5. The Released PAGA Claims shall bind the following individuals (“PAGA
17 Employees”): All individuals who performed work in any non-exempt position for Defendant in
18 California at any time during the PAGA Period. It is stipulated by the Parties that, for purposes of
19 this Settlement only, all PAGA Employees are “aggrieved employees” as defined pursuant to
20 PAGA. The “PAGA Period” means the period between May 21, 2022, through January 29, 2025.

21 6. The Court finds that Plaintiff has exhausted all administrative remedies required to
22 bring the PAGA claims asserted in this Action and are authorized to act as private attorneys
23 general with respect to the Released PAGA Claims being released under the Settlement. The
24 Court further finds that pursuant to California Labor Code section 2699(l)(2), the California Labor
25 and Workforce Development Agency (“LWDA”) was given timely notice of the Settlement, has
26 not objected, and is therefore bound by this Final Approval Order and Judgment.

27 7. The deadline to submit a Request for Exclusion or to submit written Objections to
28 the Settlement was June 23, 2025.

1 8. No Requests for Exclusion were received. Accordingly, all 163 Class Members
2 remain in the Class and are bound by this Final Approval Order and Judgment.

3 9. The Court finds that a full opportunity has been afforded to Class Members to object
4 to the Settlement and participate in the Final Approval Hearing. All Class Members had an
5 opportunity to object to the Settlement. No written Objections were received, and no Class
6 Members appeared at the Final Approval Hearing to present any Objections.

7 10. The Notice of Pendency of Class Action and PAGA Representative Settlement, the
8 Exclusion Form, and the Workweek Dispute Form (together, “Notice Packet”), which are attached
9 to the Settlement as **Exhibits A to C**, were provided to the Class in English and Spanish pursuant
10 to the plan for distribution described under the Settlement, conformed with the requirements of
11 rules 3.766 and 3.769 of the California Rules of Court, and constituted the best notice practicable
12 under the circumstances, by providing individual and adequate notice of the proceedings and of the
13 matters set forth therein to Class Members. The Notice Packet fully satisfied the requirements of
14 due process and provided the Class Members with adequate instructions and a variety of means to
15 obtain additional information.

16 11. Release of Claims. Upon the Effective Date of this Settlement, and except as to such
17 rights or claims as may be created by this Settlement, the Class Representative, the Class and each
18 Class Member who has not submitted a valid and timely Request for Exclusion as to Class Claims
19 other than the PAGA Claims, will release claims as follows:

20 a. Released Parties. “Released Parties” means: Defendant, together with each of its
21 past, and present officers, directors, shareholders, managers, employees, agents,
22 principals, heirs, representatives, accountants, auditors, consultants, and its
23 respective successors and predecessors in interest, subsidiaries, affiliates, parents
24 and attorneys.

25 b. Release of Class Claims: Upon the Effective Date of this Settlement, Plaintiff and
26 each Settlement Class Member, for themselves and for their respective spouses,
27 domestic partners, marital community, children, estates, trusts, attorneys, heirs,
28 successors, beneficiaries, devisees, legatees, executors, administrators, trustees,

1 conservators, guardians, assigns, and representatives, will forever completely
2 release and discharge the Released Parties from the Released Class Claims. Each
3 Settlement Class Member will be deemed to have made this Release as if by
4 manually signing it. The Notice will advise all Settlement Class Members of the
5 binding nature of this Release and such Notice shall have the same force and
6 effect as if the Agreement were executed by each Settlement Class Member. This
7 Agreement may be pleaded by any Released Party as a full and complete defense
8 to and may be used as the basis for an injunction against, any action, suit, or other
9 proceeding that has been or may be instituted, prosecuted, or attempted, asserting
10 any Released Class Claim.

11 c. Release of PAGA Claims: Upon the Effective Date of this Settlement, Plaintiff,
12 the LWDA, and each PAGA Employee, for themselves and for their respective
13 spouses, domestic partners, marital community, children, estates, trusts, attorneys,
14 heirs, successors, beneficiaries, devisees, legatees, executors, administrators,
15 trustees, conservators, guardians, assigns, and representatives, will forever
16 completely release and discharge the Released Parties from the Released PAGA
17 Claims. Each PAGA Employee and the LWDA will be deemed to have made this
18 Release as if by manually signing it, whether they timely submit a Request for
19 Exclusion from the Settlement Class or not. The Notice will advise all PAGA
20 Employees of the binding nature of this Release and such Notice shall have the
21 same force and effect as if the Agreement were executed by each PAGA
22 Employee. This Agreement may be pleaded by any Released Party as a full and
23 complete defense to and may be used as the basis for an injunction against, any
24 action, suit, or other proceeding that has been or may be instituted, prosecuted, or
25 attempted, asserting any Released PAGA Claim.

26 d. Release by Class Representative. In addition to Class Representative's release of
27 the Released Class Claims and Released PAGA Claims, as discussed in Paragraph
28 66 and its subparts herein, Class Representative does hereby, for himself and for

1 his respective spouses, domestic partners, marital community, children, estates,
2 trusts, attorneys, heirs, successors, beneficiaries, devisees, legatees, executors,
3 administrators, trustees, conservators, guardians, assigns, and representatives,
4 forever completely release and discharge the Released Parties from any and all
5 charges, complaints, claims, liabilities, obligations, promises, agreements,
6 contracts, controversies, damages, actions, causes of action, suits, rights, demands,
7 costs, losses, debts, and expenses (including for back wages, statutory penalties,
8 civil penalties, liquidated damages, exemplary damages, interest, attorneys' fees,
9 and costs) of any nature whatsoever, from the beginning of time through the
10 execution of this Agreement, whether known or unknown, suspected or
11 unsuspected, concealed or hidden, including but not limited to all claims arising
12 out of, based upon, or relating to Class Representative's employment with
13 Defendant or the remuneration for or termination of such employment
14 (collectively, the "Class Representative's Released Claims"). Class
15 Representative expressly waives and relinquishes all rights and benefits afforded
16 by Section 1542 of the Civil Code of the State of California and do so
17 understanding and acknowledging the significance of the waiver of Section 1542.
18 Section 1542 of the Civil Code of the State of California states:

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

25 Notwithstanding the provisions of Section 1542, and for the purpose of
26 implementing a full and complete release and discharge of all parties, Class
27 Representative, and Class Counsel expressly acknowledge that this Settlement
28 Agreement is intended to include in its effect, without limitation, all claims that

1 Class Representative knew of, as well as all claims that he does not know or suspect
2 to exist in his favor against the Released Parties, or any of them, for the time period
3 from the beginning of time to the execution of this Settlement Agreement, and that
4 this Settlement Agreement contemplates the extinguishment of any such Class
5 Representative's Released Claims. Notwithstanding anything in this Agreement to
6 the contrary, nothing contained herein shall constitute a waiver or release by Class
7 Representative of any claim for workers' compensation benefits or any other claim
8 which cannot be legally waived. Class Representative hereby agrees not to bring or
9 participate in any class or collective action against Defendant or any Released Party
10 that asserts, in whole or in part, any claims that arose before he signed this
11 Agreement, whether or not such claims (if brought by him individually) are released
12 by this Agreement. Nothing in this Agreement prohibits Class Representative from
13 reporting possible violations of federal or state law or regulation to the government,
14 including but not limited to the EEOC, Department of Justice, Securities and
15 Exchange Commission, Congress, and any agency inspector general, or filing a
16 charge with or participating in an investigation or proceeding conducted by the
17 EEOC or a comparable state or local agency (collectively, any such activity shall be
18 referred to as a "Government Report"). However, by signing this Agreement, Class
19 Representative understands and agrees that he is waiving the right to receive any
20 award of monetary or other benefits or any other legal or equitable relief
21 whatsoever, including but not limited to payment for attorneys' fees, costs or
22 disbursements, resulting from any such proceeding by Class Representative, anyone
23 else on his behalf, or otherwise, unless this Agreement is invalidated. Class
24 Representative agrees to waive such personal relief even if it is sought on his behalf
25 by an agency, a governmental authority, or a person claiming to represent him
26 and/or any member of a class.

27 12. The Parties shall bear their own respective attorneys' fees and costs, except as
28 otherwise provided for in the Settlement and approved by the Court.

1 13. The Court finds that the Gross Settlement Amount, the Net Settlement Amount, and
2 the methodology used to calculate individual Settlement Class Payments to Participating Class
3 Members and individual PAGA Payments to PAGA Employees are fair and reasonable. Thus, the
4 Court authorizes the Settlement Administrator to calculate and pay settlement payments in
5 accordance with the terms of the Settlement.

6 14. Within 15 business days of the Effective Date of the Settlement, Defendant shall
7 make a one-time deposit into the QSF created by the Settlement Administrator the Gross
8 Settlement Amount (\$330,000.00) and Defendant's share of employer payroll taxes as calculated
9 and directed by the Settlement Administrator.

10 15. No later than 7 business days after deposit of the Defendant's payment into the QSF,
11 the Settlement Administrator will mail each Settlement Class Member their share of the Settlement
12 Payments, the payment for the attorneys' fees and litigation costs and expenses to Class Counsel,
13 any Service Payment to Plaintiff, the PAGA Penalty Payment to the LWDA, and will pay itself the
14 Settlement Administration Costs.

15 16. A total amount of \$25,000.00 shall be allocated as the PAGA Allocation payable
16 from the Gross Settlement Amount, for resolution of the Released PAGA Claims and distributed as
17 follows: 75% (**\$18,750.00**) to the LWDA and 25% (**\$6,250.00**) to PAGA Employees.

18 17. The Court finds Plaintiff has adequately represented the Class and therefore
19 confirms the appointment of Plaintiff as the Class Representative, for settlement purposes only. In
20 addition to any recovery that Plaintiff is eligible to receive as a Participating Class Member and
21 PAGA Employee, the Court approves and orders a service payment to Plaintiff in the amount of
22 **\$5,000.00** (the "Class Representative Service Payment"), payable from the Gross Settlement
23 Amount, for his role and service as the Class Representative and for the risks and work attendant to
24 that role.

25 18. The Court confirms the appointment of Moon Law Group, PC as Class Counsel, for
26 settlement purposes only, as they are experienced in wage and hour class action litigation, have no
27 apparent conflicts of interest with Plaintiff, other Class Members, or the Settlement Administrator,
28 and have adequately represented Class interests. The Court approves and orders the payments to

1 Class Counsel, payable from the Gross Settlement Amount, of **\$110,000.00** for reasonable
2 attorneys' fees, and of **\$20,272.67**, for reimbursement of out-of-pocket litigation costs. The Court
3 finds that these amounts are reasonable considering the benefits provided to the Class.

4 19. The Court confirms the appointment of Simpluris, Inc. as the Settlement
5 Administrator, who has fulfilled its initial notice and reporting duties. The Court approves and
6 orders the payment to the Settlement Administrator of **\$7,052.00**, payable from the Gross
7 Settlement Amount, for Settlement Administration Costs.

8 20. Pursuant to California Code of Civil Procedure section 384, following the expiration
9 of the 180-day check-cashing deadline, should there be any uncashed checks, the Settlement
10 Administrator shall transmit those amounts to the Controller of the State of California to be held
11 pursuant to the Unclaimed Property Law, California Code of Civil Procedure Section 1500, *et seq.*
12 in the names of those Participating Class Members and/or PAGA Employees who did not cash their
13 checks until such time they claim their property.

14 21. In accordance with California Rule of Court 3.771(b), notice of this Final
15 Approval Order and Judgment will be given to the Settlement Class by the Administrator, who
16 will post an electronic copy on its website for no less than 180 calendar days following entry
17 thereof.

18 22. This Final Approval Order and Judgment are intended to be a final disposition of
19 the Action in its entirety and are intended to be immediately appealable.

20 23. The obligations set forth in the Settlement are deemed part of this Final Approval
21 Order and Judgment, and the Parties and the Settlement Administrator are ordered to carry out the
22 Settlement according to its terms and provisions.

23 24. Without affecting the finality thereof, pursuant to California Code of Civil
24 Procedure section 664.6 and California Rule of Court rule 3.769, the Court will continue to retain
25 jurisdiction over the terms and conditions of the Settlement until all payments and obligations
26 contemplated by the Settlement have been fully carried out.

27 25. The Settlement is finally approved but is not an admission by Defendant of the
28 validity of any claims in this Action, or of any wrongdoing by Defendant or of any violation of

1 law. Neither the Settlement nor any related document shall be offered or received in evidence in
2 any civil, criminal, or administrative action or proceeding other than such proceedings as may be
3 necessary to consummate or enforce the Settlement.

4 26. The Court sets a Final Accounting Hearing on **September 17, 2026 at 2:00 p.m.**
5 **in Department CX102.** Plaintiff shall submit a declaration from the Settlement Administrator at
6 least 10 calendar days before the Final Accounting Hearing addressing the status of the
7 settlement administration, including the actual amounts paid to the Class, the other amounts
8 distributed under the Settlement, and the amount of unclaimed funds and the date of their
9 remittance to the State Controller's Office.

10 **IT IS SO ORDERED AND ADJUDGED.**



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12 DATE: November 3, 2025

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14 Hon. Layne H. Melzer
15 Judge of the Orange County Superior Court
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