

1
2
3
4
5
6 **SUPERIOR COURT OF STATE OF CALIFORNIA**
7 **FOR THE COUNTY ORANGE-COMPLEX**
8

9 OSCAR ARIAS, as an individual and on
10 behalf of other similarly situated employees,

11 Plaintiff,

12 vs.

13 PROGRESSIVE PRODUCE, LLC, a limited
14 liability company, PROGRESSIVE
15 PRODUCE CO., a corporation, SHIFTABLE
16 HR, an unknown entity, VENSURE
17 EMPLOYER SERVICES, INC. a corporation,
18 AVITUS, SHIFTPIXY, CATALYST
19 FORWARD and DOES 1-50, inclusive,

20 Defendants.
21
22
23
24
25
26
27
28

) CASE NO.:30-2021-01196740-CU-OE-CXC

) Assigned for all purposes to:
) Hon. Randall J. Sherman
) Dept. CX-105

) **REVISED [PROPOSED] ORDER**
) **GRANTING PLAINTIFF'S MOTION**
) **FOR PRELIMINARY APPROVAL OF**
) **CLASS ACTION SETTLEMENT**

) Date: January 10, 2025
) Time: 10:00 a.m.
) Place: Department CX-105

) Case filed: April 22, 2021
) Trial date: TBD

) Reservation ID: 74306313

**REVISED [PROPOSED] ORDER GRANTING ARIAS PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

1 THIS MATTER having been brought before the Court on behalf of Plaintiff Oscar Arias
2 (referred to herein as “Plaintiff”), through his attorneys, pursuant to California Rule of Court
3 3.769 and other applicable rules and laws, to request an order granting preliminary approval of a
4 class action settlement and directing the dissemination of notice to the class (the “Order”); the
5 Court having reviewed the Plaintiff’s submissions, having held a hearing on January 10, 2025,
6 and having found that Plaintiff is entitled to the relief sought, and for good cause shown:

7 IT IS HEREBY ORDERED that Plaintiff’s motion is GRANTED, and it is further
8 ORDERED as follows:

9 1. This proposed fully executed Stipulation of Class Action Settlement (“Settlement
10 Agreement” or “Agreement”) and Amendment to Joint Stipulation of Settlement (“Amended
11 Settlement Agreement”), submitted with the motion and filed with the Court, is preliminarily
12 approved except that the court does not approve a direct release of claims by the State of
13 California.
14

15 2. Based upon the submission to the Court and attachments and exhibits thereto, the
16 Court conditionally makes the following findings solely for settlement purposes only, subject to
17 final approval at the Final Approval Hearing:

- 18 a. The Class Members are so numerous as to make joinder impracticable;
- 19 b. There are questions of law and fact common to the Class Members, and such
20 questions predominate over any questions affecting only individual Class
21 Members;
- 22 c. Named Plaintiff’s claims and the defenses thereto are typical of the claims of
23 the Class Members and the defenses thereto;
- 24 d. Named Plaintiff’s and Class Counsel can protect and have fairly and
25 adequately protected the interest of the Class members in the lawsuit; and
26

27
28
**REVISED [PROPOSED] ORDER GRANTING ARIAS PLAINTIFFS’ MOTION FOR
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

1 e. A class action is superior to all other available methods for fairly and
2 efficiently resolving the claims in connection to this lawsuit and provides
3 substantial benefits to the Class Members.

4 3. Accordingly, solely for purposes of this settlement only, the Court preliminarily
5 approves the Named Plaintiff as representative of the Class Members, and conditionally certifies
6 a settlement class defined as follows:

7
8 Nonexempt Class: all current and former non-exempt workers who Catalyst placed to
9 work at any of Progressive's facilities in California (or any employees who would be
10 considered jointly employed by Progressive and/or Catalyst) during the respective
11 class period of April 22, 2017 through August 25, 2022 and PAGA period of April
12 22, 2020 through August 25, 2022

13 4. This matter is conditionally certified as a class action for settlement purposes only
14 under California Code of Civil Procedure Section 382 and California Rules of Court, Chapter 6,
15 Rules 3.767 *et seq.*, and/or other laws as applicable. If the settlement does not receive final
16 approval, Defendants retain the right to assert that this action may not be certified as a class
17 action for liability purposes.

18 5. Solely for purposes of implementing the Settlement Agreement and for purposes of
19 this settlement, the Court preliminarily appoints as Class Counsel Jackson APC.

20 6. The Court finds that the Settlement Agreement falls within the range of possible
21 approval such that it warrants notice thereto and further orders notice of the settlement to be
22 disseminated to the Class Members in the manner set forth herein and in the Settlement
23 Agreement.

24 7. A final hearing (the "Final Approval Hearing") shall be held before this Court on
25 July 11, 2025 at 10:00 aa.m. to determine whether: (a) the Court should finally approve the
26 Settlement Agreement and determine that the terms contained therein are fair, reasonable,
27 adequate, and in the best interests of the Class Members, (b) the Court should enter final
28

1 judgment dismissing with prejudice the operative Complaint in this lawsuit, (c) to approve the
2 application for the Attorneys' Fee Award to Class Counsel and Named Plaintiffs' Incentive
3 Awards in a manner consistent with the Settlement Agreement. The Final Approval Hearing may
4 be postponed, adjourned or continued by further order of this Court, without further notice to the
5 Class Members.

6 8. At the Final Approval Hearing, the Court will consider and determine whether the
7 Settlement Agreement should be finally approved as fair, adequate and reasonable in light of any
8 timely valid objections presented by the Class Members and the parties' responses to any such
9 objections that have been submitted to the Court in accordance with the provisions set forth
10 below.

11 9. The Court hereby approves the appointment of ILYM, Group Inc. ("Claims
12 Administrator") as the Claims Administrator for the purposes of disseminating the Class Notice
13 and Exclusion Form attached to the settlement agreement, which are hereby approved, and for
14 purposes of administering the terms of the settlement as set forth in the Settlement Agreement.
15 The Claims Administrator shall perform its duties consistent with the provisions contained
16 within the Settlement Agreement.

17 10. Any Class Member may object to the fairness, reasonableness or adequacy of the
18 proposed settlement. To assert a valid and timely objection to the Settlement, a Class Member
19 may file an objection with the Court either in writing or at the time of the hearing or appear at the
20 hearing an object at that time.

21 11. The Court finds that the manner of dissemination and content of the Class Notice
22 specified in detail in the Settlement Agreement (i) is the best notice practicable, (ii) is reasonably
23 calculated, under the circumstances, to apprise Class Members of the pendency of the lawsuit
24 and of their right to object to or to exclude themselves from the proposed settlement, (iii) is
25 reasonable and constitutes due, adequate and sufficient notice to all persons entitled to receive
26 notice, and (iv) meets all applicable requirements of applicable law.
27
28

1 12. Class Counsel shall file and serve papers in support of final approval of the
2 Settlement no later than sixteen (16) calendar days in advance of the Final Approval Hearing.
3
4
5

6 Dated:

JUDGE OF THE SUPERIOR COURT

7
8 By: _____
9 The Honorable Judge Randall J. Sherman
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

**REVISED [PROPOSED] ORDER GRANTING ARIAS PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**