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**SUPERIOR COURT OF STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE—CIVIL COMPLEX CENTER**

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

Plaintiff,

vs.

PROGRESSIVE PRODUCE, LLC, a limited
liability company, PROGRESSIVE
PRODUCE CO., a corporation, SHIFTABLE
HR, an unknown entity, VENSURE
EMPLOYER SERVICES, INC. a corporation,
AVITUS, SHIFTPIXY, CATALYST
FORWARD and DOES 1-50, inclusive,
Defendant.

Case No.: 30-2020-01166599-CU-OE-CXC

Assigned for all purposes to:
Hon. David A. Hoffer
Dept. CX-103

[PROPOSED] ORDER AND JUDGMENT

TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

The Motion for Final Approval of Class Action Settlement came before this Court, the Honorable David A. Hoffer presiding, on July 11, 2025. The Court having considered the papers submitted in support of the Motion, HEREBY ORDERS, ADJUDGES AND DECREES:

1. All terms used herein shall have the same meaning as defined in the Joint Stipulation of Settlement (the “Settlement Agreement”).

2. Consistent with the definitions provided in the Settlement Agreement, Settlement Class shall mean all current and former non-exempt workers who Catalyst placed to work at any of Progressive’s facilities in California (or any employees who would be considered jointly employed by Progressive and/or Catalyst) during the respective class period of April 22, 2017 through August 25, 2022 and PAGA period of April 22, 2020 through August 25, 2022

3. The Settlement Class is properly certified as a class for settlement purposes only.

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

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

6. No Settlement Class Members have excluded itself or objected to the terms of the Settlement.

7. Upon entry of this Judgment, payment to the Participating Settlement Class Members shall be effectuated pursuant to the terms of the Settlement Agreement.

1 8. In addition to any recovery that the Plaintiff may receive under the Settlement Agreement
2 as a Settlement Class Member, and in recognition of each Plaintiff's efforts on behalf of the Settlement
3 Class, the Court hereby approves the payment of a service fee award to Plaintiff in the amount of \$5,000.

4 9. The Court approves the payment of attorneys' fees to Class Counsel in the sum of
5 \$113,234.76 and the reimbursement of litigation expenses in the sum of \$14,042.78.

6 10. The Court approves and orders payment in the amount of \$12,950 to ILYM Group,
7 Inc., for performance of its settlement administration services.

8 11. Plaintiff has satisfied its requirement to notify the State of California Labor &
9 Workforce Development Agency of this Settlement and hereby approves the settlement of claims
10 under the Labor Code Private Attorneys General Act of 2004 (California Labor Code section 2698 *et*
11 *seq.*) in the total amount of \$20,000. The Court orders payment in the amount of \$15,000 to the State
12 of California Labor & Workforce Development Agency in compromise of claims under the Labor
13 Code Private Attorneys General Act of 2004 (California Labor Code section 2698 *et seq.*).

14 12. In accordance with California Rule of Court 3.771(b), the Parties shall give notice of this
15 Judgment to all Settlement Class Members through the website established by the Settlement
16 Administrator for this Settlement Agreement.

17 13. Upon entry of Judgment of the Settlement, and upon the satisfaction of Defendant's
18 obligation to provide to the Settlement Administrator the Maximum Settlement Amount pursuant to the
19 Settlement Agreement, Plaintiff and each Settlement Class Members have released the Released Parties of
20 their Released Claims.

21 14. Upon entry of Judgment of the Settlement, and upon the satisfaction of Defendants'
22 obligation to provide to the Settlement Administrator the Maximum Settlement Amount pursuant to the
23 Settlement Agreement, the Labor Workforce & Development Agency, Plaintiff and the PAGA Group
24 Members have released the Released Parties of their Released Claims which occurred during the PAGA
25 Period.

26 15. The Court sets a compliance hearing set for February 6, 2026 at 10:00 a.m. in
27 Department CX103 of the Orange County Superior Court, as to the status of compliance with this
28 Judgment and the tasks required of the Parties pursuant to the terms of the Settlement Agreement.

1 16. No later than January 23, 2026, the Parties shall file a declaration stating that all claims
2 have been paid and that the terms of the Settlement Agreement have been completed. In the event that any
3 un-cashed or abandoned checks must be distributed to the State Controller Unclaimed Property Fund, in
4 the name of the Class Member for whom the funds are designated, following the check negotiation
5 period, the Settlement Administrator will cancel the tax documents associated with those un-cashed or
6 abandoned checks.

7 17. This Judgment is intended to be a final disposition of the Actions in their entirety, and
8 is intended to be immediately appealable.

9 18. Plaintiff shall give notice of this Judgment Approving Class Action Settlement.

10 19. In accordance with and for the reasons stated in the Final Approval Order, this
11 Judgment shall be entered whereby the Plaintiff, all Settlement Class Members, PAGA Members, and
12 the Labor Workforce & Development Agency shall take nothing from Defendants, except as expressly
13 set forth in the Settlement Agreement.

14 20. Pursuant to California Code of Civil Procedure Section 664.6 and Rule 3.769(h) of the
15 California Rules of Court, this Court reserves exclusive and continuing jurisdiction over this action,
16 the Plaintiff, Settlement Class Members, and Defendants, for the purposes of:

- 17 (a) supervising the implementation, enforcement, construction, and interpretation of the
18 Settlement Agreement, the Preliminary Approval Order, the plan of allocation, the Final
19 Approval Order, and the Judgment; and
20 (b) supervising distribution of amounts paid under this Settlement Agreement.

21
22 **IT IS SO ORDERED.**

23
24 Dated: _____

Hon. David A. Hoffer
Judge of the Superior Court