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7 and all others similarly situated

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **FOR THE COUNTY OF IMPERIAL – EL CENTRO COURTHOUSE**

10 JOSE PABLO MARTINEZ, an individual and
11 on behalf of others similarly situated,

12 Plaintiff,

13 v.

14 SUPERIOR CATTLE FEEDERS, LLC, a
California limited liability company; and
15 DOES 1 through 100, inclusive,

16 Defendants.
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FILED
Superior Court of California,
County of Imperial
09/04/2025 at 08:49:11 AM
By: Astridd Robles, Deputy Clerk

CASE NO.: ECU002635
Consolidated with: ECU003015

[Assigned for all purposes to Honorable L.
Brooks Anderholt in Dept. 9]

[PROPOSED] JUDGMENT

1 **JUDGMENT**

2 Pursuant to the Order Granting Final Approval of the Class and Representative Action
3 Settlement, it is hereby **ORDERED, ADJUDGED AND DECREED** as follows:

4 1. Judgment in this matter is entered in accordance with the Court’s Order Granting Motion
5 for Final Approval of Class and Representative Action Settlement (“Order Granting Final
6 Approval”) and the parties’ Class and PAGA Settlement Agreement (“Settlement” or “Settlement
7 Agreement”). All terms used herein shall have the same meaning as defined in the Settlement
8 Agreement.

9 2. The “Settlement Class” (“Settlement Class Members” or “Class Members”) means all
10 persons employed or formerly employed by Defendant Superior Cattle Feeders, LLC (“Defendant”),
11 either directly or through any subsidiary, staffing agency, or professional employer organization in
12 the State of California as a non-exempt, hourly-paid employee who worked for Defendant during
13 the period from November 17, 2018, through July 1, 2024 (“Class Period”).

14 3. “Aggrieved Employees” means all persons employed by Defendant in California and
15 classified as non-exempt, hourly-paid employees who worked for Defendant during the period from
16 November 29, 2021 through the end of the Class Period (“PAGA Period”).

17 4. Zero (0) Class Members opted out of the Settlement, zero (0) Class Members objected
18 to the Settlement, and zero (0) submitted any Workweek disputes. Thus, all Class Members are
19 Participating Class Members.

20 5. Defendant shall fully fund the Gross Settlement Amount and also fund the amounts
21 necessary to fully pay Defendant’s share of payroll taxes by transmitting the funds to the
22 Administrator no later than 14 days after the Effective Date. “Effective Date” means the date by
23 when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting
24 Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the
25 latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement,
26 the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the
27 Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely
28 appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues

1 a remittitur.

2 6. Within 7 days after Defendant fund the Gross Settlement Amount, the Administrator
3 will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA
4 PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class
5 Counsel Litigation Expenses Payment, and the Class Representative Service Payment.
6 Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment
7 and the Class Representative Service Payment shall not precede disbursement of Individual Class
8 Payments, and the Individual PAGA Payments.

9 7. For any Class Member whose Individual Class Payment check or Individual PAGA
10 Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the
11 funds represented by such checks to the *cy pres* recipient, Legal Aid at Work.

12 8. Effective upon entry of Judgment, the Order granting Final Approval of this Settlement,
13 and on the date when Defendant fully fund the entire Gross Settlement Amount and fund all
14 employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class
15 Members, and Class Counsel will release claims against all Released Parties as follows:

- 16 a. For the duration of the Class Period, Plaintiff and all Participating Class Members,
17 on behalf of themselves and their respective former and present representatives,
18 agents, attorneys, heirs, administrators, successors, and assigns, release the Released
19 Parties, from all claims that were alleged or reasonably could have been alleged,
20 based on the facts stated in the Operative Complaint, including: (1) all claims for
21 failure to pay overtime wages; (2) all claims for failure to pay minimum wages; (3)
22 all claims for failure to provide meal periods or compensation in lieu thereof; (4) all
23 claims for failure to provide compliant rest periods or compensation in lieu thereof;
24 (5) all claims for failure to pay all wages due upon termination or resignation; (6)
25 all claims for non-compliant wage statements; (7) failure to timely pay wages; (8)
26 failure to pay interest or deposits; and (9) all claims asserted through California
27 Business & Professions Code section 17200, et seq., arising out of the Labor Code
28 violations referenced in the Operative Complaint (“Released Class Claims”).

b. For the duration of the PAGA Period, all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint concerning PAGA penalties and the PAGA Notice (“Released PAGA Claims”). The Released Class Claims and the Released PAGA Claims shall be referred to herein as the “Released Claims.”

9. The “Released Parties” shall include: Defendant, and each of their former, present and future owners, parents, and subsidiaries, and all of their current, former, and future officers, directors, members, managers, employees, consultants, partners, shareholders, joint venturers, agents, predecessors, successors, assigns, accountants, insurers, reinsurers, and/or legal representatives.

10. This document shall constitute a Judgment for purposes of California Rules of Court, Rule 3.769(h).

IT IS SO ORDERED, ADJUDGED AND DECREED.

Dated: _____ 09/04/2025⁵

Judge of the Superior Court

L. Brooks Anderholt