

Electronically Submitted on 07/31/25 10:12 PM

FILED
Superior Court of California,
County of Imperial
09/04/2025 at 08:47:57 AM
By: Astridd Robles, Deputy Clerk

BIBIYAN LAW GROUP, P.C.
David D. Bibiyan (SBN 287811)
david@tomorrowlaw.com
Vedang J. Patel (SBN 328647)
vedang@tomorrowlaw.com
Megan R. Lazar (SBN 315007)
megan@tomorrowlaw.com
1460 Westwood Boulevard
Los Angeles, CA 90024
Tel: (310) 438-5555; Fax: (310) 300-1705

Attorneys for Plaintiff, JOSE PABLO MARTINEZ
and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF IMPERIAL – EL CENTRO COURTHOUSE

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

Plaintiff,

v.

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

Defendants.

CASE NO.: ECU002635
Consolidated with: ECU003015

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

**~~[PROPOSED]~~ ORDER GRANTING
FINAL APPROVAL OF CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT, APPLICATION FOR
ATTORNEYS' FEES AND COSTS, AND
ENHANCEMENT AWARD**

1 This matter having come before the Court for a final approval hearing pursuant to the Order
2 of this Court granting preliminary approval (“Preliminary Approval Order”) of the class and
3 representative action settlement upon the terms set forth in the Class and PAGA Settlement
4 Agreement (“Settlement” or “Settlement Agreement”) submitted in support of the Motion for
5 Preliminary Approval of Class and Representative Action Settlement and Provisional Class
6 Certification for Settlement Purposes Only; and due and adequate notice having been given to the
7 Class Members as required in the Preliminary Approval Order; and the Court having considered all
8 papers filed and proceedings had herein and otherwise being fully informed and good cause
9 appearing therefore, it is hereby **ORDERED, ADJUDGED AND DECREED THAT:**

10 1. The Motion for Final Approval of Class and Representative Action Settlement;
11 Enhancement Award; and Reasonable Attorneys’ Fees and Costs is hereby granted in its entirety.

12 2. The definitions set out in the Settlement Agreement are incorporated by reference into
13 this Order; all terms defined therein shall have the same meaning in this Order as defined in the
14 Settlement Agreement.

15 3. This Court has jurisdiction over the subject matter of this litigation and over all Parties
16 to this litigation, including all Class Members.

17 4. For settlement purposes only, the Court certifies the following class (“Settlement Class,”
18 “Settlement Class Members” or “Class Members”): all persons employed or formerly employed by
19 Defendant Superior Cattle Feeders, LLC (“Defendant”), either directly or through any subsidiary,
20 staffing agency, or professional employer organization in the State of California as a non-exempt,
21 hourly-paid employee who worked for Defendant during the period from November 17, 2018,
22 through July 1, 2024 (“Class Period”).

23 5. “Plaintiff” refers to Jose Pablo Martinez.

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

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

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

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

26 8. Zero (0) Class Members opted out of the Settlement, zero (0) Class Members objected
27 to the Settlement, and zero (0) submitted any Workweek disputes. Thus, all Class Members are
28 Participating Class Members.

1 9. The Court further finds that the Settlement is fair, reasonable, and adequate, and that
2 Plaintiff has satisfied the standards and applicable requirements for final approval of class action
3 settlement under California law, including the provisions of Code of Civil Procedure section 382
4 and Federal Rules of Civil Procedure, rule 23, approved for use by the California state courts in
5 *Vasquez v. Superior Court* (1971) 4 Cal.3d 800, 821.

6 10. This Court hereby approves the settlement set forth in the Settlement Agreement and
7 finds that the settlement is, in all respects, fair, adequate, and reasonable, and directs the Parties to
8 effectuate the settlement according to its terms. The Court finds that the settlement has been reached
9 as a result of intensive, serious and non-collusive arm's-length negotiations. The Court further finds
10 that the Parties have conducted extensive and costly investigation and research, and counsel for the
11 parties are able to reasonably evaluate their respective positions. The Court also finds that settlement
12 at this time will avoid additional substantial costs, as well as avoid the delay and risks that would
13 be presented by the further prosecution of this Action. The Court has noted the significant benefits
14 to the Class Members under the Settlement. The Court also finds that the class is properly certified
15 as a class for settlement purposes only.

16 11. The Court approves plaintiff Jose Pablo Martinez as the class representative.

17 12. The Court approves David D. Bibiyan and Vedang J. Patel of Bibiyan Law Group, P.C.,
18 as Class Counsel.

19 13. The Court approves ILYM Group, Inc. ("ILYM") as the Settlement Administrator.

20 14. The Court hereby awards Class Counsel attorneys' fees in the total amount of
21 \$656,250.00, which is 35% of the Gross Settlement Amount and to be deducted therefrom. In
22 addition, the Court awards Class Counsel reimbursement of their costs of \$18,590.21 to be deducted
23 from the Gross Settlement Amount. Attorneys' fees and costs will be paid by the Settlement
24 Administrator from the Gross Settlement Amount as set forth in the Settlement Agreement.

25 15. The Court hereby approves an enhancement award of \$7,500.00 to Plaintiff, in
26 consideration of his time, effort and risk incurred on behalf of the Settlement Class, and for
27 providing a general release and a waiver of rights pursuant to California Civil Code section 1542.
28 The enhancement award will be paid to Plaintiff by the Settlement Administrator from the Gross

1 Settlement Amount as set forth in the Settlement Agreement.

2 16. The Court hereby approves the Settlement Administrator's cost in the amount of
3 \$6,300.00. The Settlement Administrator, ILYM Group, Inc., shall be paid the cost of administration
4 of the settlement from the Gross Settlement Amount. Except as expressly provided herein, the
5 Parties each shall bear all their own fees and costs in connection with this matter.

6 17. The "Aggrieved Employees" means all persons employed by Defendant in California
7 and classified as non-exempt, hourly-paid employees who worked for Defendant during the period
8 from November 29, 2021, through the end of the Class Period ("PAGA Period").

9 18. The Court hereby approves the PAGA penalties amount of \$50,000.00 as PAGA
10 penalties, seventy-five percent (75%) or \$37,500.00 of which will be paid to the LWDA out of the
11 Gross Settlement Amount, and twenty-five percent (25%) or \$7,500.00 of which will be distributed
12 to Aggrieved Employees.

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

23 20. Within 7 days after Defendant fund the Gross Settlement Amount, the Administrator
24 will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA
25 PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class
26 Counsel Litigation Expenses Payment, and the Class Representative Service Payment.
27 Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment
28

1 and the Class Representative Service Payment shall not precede disbursement of Individual Class
2 Payments, and the Individual PAGA Payments.

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

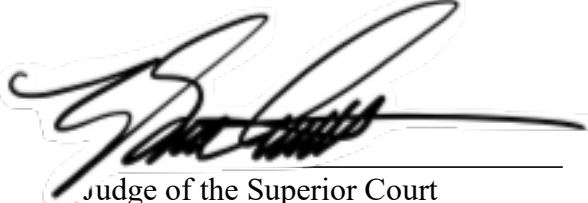
6 22. The Court finds that the class settlement on the terms set forth in the Settlement
7 Agreement was made in good faith, and constitutes a fair, reasonable, and adequate compromise of
8 the released claims against Defendant.

9 23. A Status Conference Re: Final Administration of the Class Action Settlement is hereby
10 scheduled for April 9, 2026, 8:30.m, in Department 9 of the above entitled
11 Court. At least five (5) calendar days prior to said Hearing, the Parties shall file a declaration
12 confirming that the claims have been paid and that administration of all the terms and conditions of
13 the class action settlement have been completed. Should the Court find that said declaration has
14 sufficiently evidenced full and complete administration of the class action settlement, the Status
15 Conference Re: Final Administration of the Class Action Settlement will go off-calendar.

16 24. Without affecting the finality of the Judgment in any way, this Court hereby retains
17 continuing jurisdiction over the interpretation, implementation and enforcement of the Settlement
18 and all orders and judgments entered in connection therewith.

19
20 **IT IS SO ORDERED.**

21
22 Dated: 09/04/2025



Judge of the Superior Court

L. Brooks Anderholt