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Superior Court of California,
County of Imperial
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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF IMPERIAL – EL CENTRO COURTHOUSE

JOSE PABLO MARTINEZ, an individual and
on behalf of all 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
PRELIMINARY APPROVAL OF CLASS
ACTION AND REPRESENTATIVE
ACTION SETTLEMENT AND
CERTIFYING CLASS FOR
SETTLEMENT PURPOSES ONLY**

1 This Court, having considered the Motion of Plaintiff (“Plaintiff”) for Preliminary Approval
2 of the Class Action and Representative Action Settlement and Provisional Class Certification for
3 Settlement Purposes Only (“Motion for Preliminary Approval”), the Declarations of David D.
4 Bibiyan, Vedang J. Patel, Plaintiff Jose Pablo Martinez (“Plaintiff”), and Anthony Rogers the Class
5 and PAGA Settlement Agreement (the “Settlement,” “Settlement Agreement” or “Agreement”), the
6 proposed Notice of Proposed Class Action Settlement and Date for Final Approval Hearing (“Class
7 Notice”), and other documents submitted in support of the Motion for Preliminary Approval, hereby
8 **ORDERS, ADJUDGES AND DECREES THAT:**

9 1. The definitions set out in the Settlement Agreement are incorporated by reference into
10 this Order; all terms defined therein shall have the same meaning in this Order.

11 2. The Court certifies the following settlement class (“Settlement Class,” “Settlement Class
12 Members” or “Class Members”) for the purpose of settlement only: all persons employed or
13 formerly employed by Defendant Superior Cattle Feeders, LLC (“Defendant”), either directly or
14 through any subsidiary, staffing agency, or professional employer organization in the State of
15 California as a non-exempt, hourly-paid employee who worked for Defendant from November 17,
16 2018, through July 1, 2024 (“Class Period”).

17 3. The Court preliminarily appoints the named Plaintiff as Class Representative, and David
18 D. Bibiyan and Vedang J. Patel of Bibiyan Law Group, P.C., as Class Counsel.

19 4. The Court preliminarily approves the proposed class settlement upon the terms and
20 conditions set forth in the Settlement Agreement. The Court finds, on a preliminary basis, that the
21 settlement appears to be within the range of reasonableness of settlement that could ultimately be
22 given final approval by the Court. It appears to the Court on a preliminary basis that the settlement
23 amount is fair, adequate, and reasonable as to all potential class members when balanced against the
24 probable outcome of further litigation relating to liability and damages issues. It further appears that
25 extensive and costly investigation and research has been conducted such that counsel for the parties
26 at this time are reasonably able to evaluate their respective positions. It further appears to the Court
27 that the settlement at this time will avoid substantial additional costs to all parties, as well as the
28 delay and risks that would be presented by the further prosecution of the Action. It further appears

1 that the settlement has been reached as the result of intensive, non-collusive and arms-length
2 negotiations utilizing an experienced third-party neutral.

3 5. The Court approves, as to form and content, the Class Notice that has been submitted
4 herewith.

5 6. The Court directs the mailing of the Class Notice by first-class regular U.S. mail to
6 the Class Members in accordance with the procedures set forth in the Settlement Agreement. The
7 Court finds that dissemination of the Class Notice set forth in the Settlement Agreement complies
8 with the requirements of law and appears to be the best notice practicable under the circumstances.

9 7. The Court hereby preliminarily approves the definition and disposition of the Gross
10 Settlement Amount of \$1,875,000.00, which is inclusive of: attorneys' fees of up to thirty five
11 percent (35%) of the Gross Settlement Amount, which, if not escalated pursuant to the Settlement
12 Agreement, amounts to \$656,250.00, in addition to actual costs incurred of up to \$30,000.00; an
13 incentive award of \$7,500.00 to Plaintiff; costs of settlement administration of no more than
14 \$6,300.00; and Private Attorneys' General Act of 2004 ("PAGA") penalties in the amount of
15 \$50,000.00, of which \$37,500.00 (75%) will be paid to the Labor and Workforce Development
16 Agency ("LWDA") and \$12,500.00 (25%) to "Aggrieved Employees," defined as persons employed
17 by Defendant in California and classified as a non-exempt, hourly-paid employee who worked for
18 Defendant during the period from November 17, 2021, through the end of the Class Period (the
19 "PAGA Period").

20 8. The Gross Settlement Amount expressly excludes Employer Taxes, which will be
21 paid separately and apart by Defendant on the wages portion of the Gross Settlement Amount.

22 9. Class Member's "Workweek" shall mean any week during the Class Period in which
23 any Class Member performed any work for Defendant, based on hire dates, termination dates (as
24 applicable), and re-hire date(s) (as applicable).

25 10. The Gross Settlement Amount is based on the Defendants' representation that, as of
26 May 17, 2024, there are approximately 26,786 Workweeks included within the Class Period. In the
27 event the number of Workweeks during the Class Period increases by more than 10%, or 2,677
28 Workweeks, then the GFV shall be increased proportionally by the Workweeks in excess of the 10%

1 buffer multiplied by the Workweek Value. The Parties agree that the Workweek Value amounts to
2 \$70.00 per Workweek (\$1,875,000.00 / 26,786 Workweek). Thus, for example, should there be
3 30,000 Workweeks in the Class Period, then the GFV shall be increased by \$37,590.00 ((30,000
4 Workweeks – 29,463 Workweeks [26,786 Workweeks + 2,677 Workweeks]) x \$70.00/Workweek).

5 11. The Court deems ILYM Group, Inc. (“Settlement Administrator” or “ILYM” or
6 “Administrator”), the Settlement Administrator, and payment of administrative costs, not to exceed
7 \$6,300.00 out of the Gross Settlement Amount for services to be rendered by ILYM on behalf of
8 the class.

9 12. Before the date by which Plaintiff is required to file the Motion for Final Approval
10 of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a
11 declaration suitable for filing in Court attesting to its due diligence and compliance with all of its
12 obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class
13 Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members,
14 the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the
15 number of written objections and attach the Exclusion List.

16 13. The Court directs Defendant’s Counsel to, within seven (7) calendar days after the
17 approval of this order, provide the Settlement Administrator with the “Class Data.” Class Data
18 means each Class Member’s identifying information in Defendant’s possession including the Class
19 Member’s: (1) name; (2) last known address(es); (3) last known telephone number(s); (4) last known
20 Social Security Number(s); and (5) the dates of employment (i.e., hire dates, and, if applicable, re-
21 hire date(s) and/or separation date(s)).

22 14. The Settlement Administrator shall perform an address search using the United States
23 Postal Service National Change of Address (“NCOA”) database and update the addresses contained
24 on the Class List with the newly-found addresses, if any.

25 15. Using best efforts to perform as soon as possible, and within fourteen (14) calendar
26 days after receiving the Class Data from Defendant, the Administrator will send to all Class
27 Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail,
28 the Class Notice.

1 16. “Response Deadline” means the deadline for Settlement Class Members to mail any
2 Requests for Exclusion, Objections or Workweek Disputes to the Settlement Administrator, which
3 is forty-five (45) calendar days from the date that the Class Notice is first mailed in English and
4 Spanish by the Settlement Administrator, unless a Class Member’s notice is re-mailed. In such an
5 instance, the Response Deadline shall be fifteen (15) calendar days from the re-mailing or forty-five
6 (45) calendar days from the date of the initial mailing, whichever is later, in which to postmark a
7 Request for Exclusion, Workweek Dispute or Objection. The date of the postmark shall be the
8 exclusive means for determining whether a Request for Exclusion, Objection or Workweek Dispute
9 was submitted by the Response Deadline.

10 17. Class Members who wish to exclude themselves (opt-out of) the Class Settlement
11 must send the Administrator, by mail, a signed written Request for Exclusion not later than 45 days
12 after the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose
13 Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her
14 representative that reasonably communicates the Class Member’s election to be excluded from the
15 Settlement and includes the Class Member’s name, address and email address or telephone number.
16 To be valid, a Request for Exclusion must be emailed or postmarked by the Response Deadline.

17 18. Any Settlement Class Member who does not opt out of the Settlement by submitting
18 a timely and valid Request for Exclusion will be bound by all terms of the Settlement, including
19 those pertaining to the Released Claims, as well as any Judgment that may be entered by the Court
20 if Final Approval of the Settlement is granted.

21 19. Class Member shall have 45 days after the Administrator mails the Class Notice (plus
22 an additional 15 days for Class Members whose Class Notice is re-mailed) to challenge the number
23 of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class
24 Notice. The Class Member may challenge the allocation by communicating with the Administrator
25 via mail.

26 20. Only Participating Class Members may object to the class action components of the
27 Settlement and/or the Agreement, including contesting the fairness of the Settlement, and/or
28 amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment

1 and/or Class Representative Service Payment. Participating Class Members may send written
2 objections to the Administrator by mail. In the alternative, Participating Class Members may appear
3 in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval
4 Hearing. A Participating Class Member who elects to send a written objection to the Administrator
5 must do so not later than 45 days after the Administrator's mailing of the Class Notice, plus an
6 additional 15 days for Class Members whose Class Notice was re-mailed.

7 21. If a Class Member submits both an objection and a Request for Exclusion, the
8 Request for Exclusion will control and the Objection will be overruled.

9 22. 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, for use in Imperial
12 County.

13 23. All papers filed in support of final approval, including supporting documents for
14 attorneys' fees and costs, shall be filed by ~~€ DATED~~.

15 24. A Final Fairness and Approval Hearing shall be held with the Court on
16 ~~€ DATED~~ at ~~1:15 PM~~ in Department J of the above-entitled Court to
17 determine: (1) whether the proposed settlement is fair, reasonable and adequate, and should be
18 finally approved by the Court; (2) the amount of attorneys' fees and costs to be awarded to Class
19 Counsel; (3) the amount of service award to the Class Representative; (4) the amount to be paid to
20 the Settlement Administrator; and (5) the amount to be apportioned to PAGA and/or paid to the
21 LWDA and Aggrieved Employees.

22
23 **IT IS SO ORDERED.**

24
25 Dated: 04/01/2025



Judge of the Superior Court