

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND DATE  
FOR FINAL APPROVAL HEARING**

*Jose Pablo Martinez v. Superior Cattle Feeders, LLC*  
(County of Imperial, California Superior Court Case Nos. ECU002635)

**As a current or former non-exempt, hourly-paid California employee of Superior Cattle Feeders, LLC, either directly or through any subsidiary, staffing agency, or professional employer organization, you are entitled to receive money from a class action settlement.**

**Please read this Notice carefully. This Notice relates to a proposed settlement of class action litigation. If you are a Class Member, it contains important information about your right to receive a payment from the Settlement fund.**

You have received this Notice of Class Action Settlement because the records of Superior Cattle Feeders, LLC (“Defendant”), show that you are a “Class Member” and, therefore, entitled to a payment from this class action settlement. Class Members are all persons currently or formerly employed by Defendant, either directly or through any subsidiary, staffing agency, or professional employer organization as a non-exempt, hourly-paid employee who worked for Defendant from November 17, 2018 to July 1, 2024 (“Class Period”) in the State of California (“Class Members”).

- The settlement is to resolve a class action lawsuit, *Jose Pablo Martinez v. Superior Cattle Feeders, LLC*, pending in the Superior Court of California for the County of Imperial, Case Number CIVSB2226670 (the “Lawsuit”), alleging causes of action against Defendant for: (1) failure to pay overtime wages; (2) failure to pay minimum wages; (3) failure to provide meal periods or compensation in lieu thereof; (4) failure to provide rest periods or compensation in lieu thereof; (5) failure to pay all wages due upon separation from employment; (6) failure to provide accurate wage statements; (7) failure to timely pay wages during employment; (8) failure to pay interest on deposits; and (9) engaging in unfair competition. Based on the alleged Labor Code violations above-mentioned and other alleged Labor Code violations, Plaintiff also seeks penalties under California Labor Code Private Attorneys’ General Act (“PAGA”). Defendant deny any wrongdoing but have agreed to settle the matter and resolve this dispute.
- On April 1, 2025, the Imperial County Superior Court granted preliminary approval of this class action settlement and ordered that all Class Members be notified of the Settlement. The Court has not made any determination of the validity of the claims in the Lawsuit. Defendant vigorously deny the claims in the Lawsuit and contend that they fully complied with all applicable laws.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE PAYMENT	Get a payment and give up your legal rights to pursue claims released by the settlement of the Lawsuit.
OPT OUT OF THE SETTLEMENT	Exclude yourself from the Settlement, get no payment for settlement of the class claims, and retain your legal rights to individually pursue the class claims that would otherwise be released by the settlement of the Lawsuit. If you worked at any time from November 17, 2021 through the end of the Class Period (the "PAGA Period") as a non-exempt, hourly-paid employee of Defendant, either directly or through any subsidiary, staffing agency, or professional employer organization, then you will be deemed an “Aggrieved Employee” and you will still receive your share of the proceeds available from the settlement of the PAGA Released Claims, defined below, (your “Individual PAGA Payment”) even if you opt out of the class settlement.
OBJECT TO THE SETTLEMENT	If you do not opt out, you may write to the Settlement Administrator, ILYM Group, Inc., about why you object to the settlement, and they will forward your concerns to counsel which will then be provided to the Court. If the Court approves the Settlement despite your objection, you will still be bound by the Settlement. You or your attorney may also address the Court during the Final Approval Hearing scheduled for August 20, 2025, at 8:30 a.m. in Department 9 of the Imperial County Superior Court, located at 939 West Main Street, El Centro, CA 92243.

The Final Approval Hearing on the adequacy, reasonableness and fairness of the Settlement will be held at 8:30 a.m. on August 20, 2025, in the El Centro Courthouse of the Imperial County Superior Court, located at 939 West Main Street, El Centro, CA 92243, in Department 9. You are not required to attend the Hearing, but you are welcome to do so.

### **Why Am I Receiving This Notice?**

Defendant's records show that you currently work, or previously worked, for Defendant as a non-exempt, hourly-paid employee in the State of California at some point during the Class Period. You were sent this Class Notice because you have a right to know about a proposed settlement of a class action lawsuit, and about all your options before the Court decides whether to finally approve the settlement. If the Court approves the settlement and then any objections and appeals are resolved, a "Settlement Administrator" appointed by the Court will make the payments described in this Notice. This Notice explains the Lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them and how to get them.

### **What is This Case About?**

Luis Velis was a non-exempt, hourly-paid employee of Defendant. He is the "Plaintiff" in this case and is suing on behalf of herself and Class Members for Defendant's alleged: (1) failure to pay overtime wages; (2) failure to pay minimum wages; (3) failure to provide meal periods or compensation in lieu thereof; (4) failure to provide rest periods or compensation in lieu thereof; (5) failure to pay all wages due upon separation from employment; (6) failure to provide accurate wage statements; (7) failure to timely pay wages during employment; (8) failure to pay interest on deposits; and (9) engaging in unfair competition.

Counsel for Plaintiff and the attorneys appointed by the Court to represent the Class, Bibiyan Law Group, P.C. ("Class Counsel"), have investigated and researched the facts and circumstances underlying the issues raised in the case and the applicable law. While Class Counsel believes that the claims alleged in this lawsuit have merit, Class Counsel also recognizes that the risks and expenses of continued litigation justify settlement. Based on the foregoing, Class Counsel believes the proposed settlement is fair, adequate, reasonable, and in the best interests of the Class Members.

Based on the alleged Labor Code violations above-mentioned and other alleged Labor Code violations, Plaintiff also seeks penalties under California Labor Code Private Attorneys' General Act ("PAGA").

Defendant deny all the allegations made by Plaintiff and deny that they violated any law. The Court has made no ruling on the merits of Plaintiff's claims. The Court has only preliminarily approved this class action settlement. The Court will decide whether to give final approval to this settlement at the Final Approval Hearing.

### **Summary of the Settlement Terms**

Plaintiff and Defendant have agreed to settle this case on behalf of themselves and Class Members and Aggrieved Employees for the Gross Settlement Amount of \$1,875,000.00, unless increased pursuant to the Settlement Agreement. The Gross Settlement includes: (1) Administration Costs up to \$6,300.00; (2) a service award of up to \$7,500.00 to Plaintiff Luis Velis for her time and effort in pursuing this case; (3) up to 35% of the Gross Settlement Amount in attorneys' fees which, unless increased pursuant to the Settlement Agreement, amounts to \$656,250.00; (4) up to \$30,000.00 in litigation costs to Class Counsel, according to proof; and (5) payment allocated to PAGA penalties in the amount of \$50,000.00 of the Gross Settlement Amount toward PAGA penalties. Pursuant to the PAGA, seventy-five percent (75%) of the amount allocated toward PAGA, or \$37,500.00, will be paid to the LWDA and twenty-five percent (25%), or \$12,500.00, will be distributed to Aggrieved Employees. After deducting these sums, a total of no less than approximately \$1,124,950.00 will be available for distribution to Class Members ("Net Settlement Amount").

Defendant represents that as of May 17, 2024, there are approximately 26,786 Workweeks included within the Class Period. In the event the number of Workweeks during the Class Period increases by more than 10%, or 2,677 Workweeks, then the GFV shall be increased proportionally by the Workweeks in excess of the 10% buffer multiplied by the Workweek Value. The Parties agree that the Workweek Value amounts to \$70.00 per Workweek ( $\$1,875,000.00 / 26,786 \text{ Workweek}$ ). Thus, for example, should there be 30,000 Workweeks in the Class Period, then the GFV shall be increased by \$37,590.00 ( $(30,000 \text{ Workweeks} - 29,463 \text{ Workweeks } [26,786 \text{ Workweeks} + 2,677 \text{ Workweeks}]) \times \$70.00/\text{Workweek}$ ).

### **Distribution to Class Members**

Class Members who do not opt out will receive a *pro rata* payment of the Net Settlement Amount based on the number of weeks worked by Class Members in non-exempt, hourly-paid positions for Defendant in California during the Class Period ("Eligible Workweeks"). Specifically, Participating Class Members' payments will be calculated by dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and multiplying the result by each Participating Class

Member's Workweeks. Otherwise stated, the formula for a Participating Class Member is: (Net Settlement Amount ÷ total Settlement Class Eligible Workweeks) x Participating Class Member's Workweeks = Participating Class Member's Individual Class Payment. In addition, Class Members who worked during the PAGA Period (*i.e.*, Aggrieved Employees) will receive a *pro rata* share of the \$50,000.00 allocated as PAGA penalties, whether or not they opt out, based on the number of Pay Periods worked by each Aggrieved Employee during the PAGA Period.

Defendant's records indicate that you worked <<MERGED\_ClassWW>> Workweeks as a non-exempt, hourly-paid employee in California during the Class Period and <<MERGED\_PAGAPP>> Pay Periods during the PAGA Period. Based on these records, your estimated payment as a Class Member would be \$<<MERGED\_ClassAward>> and your estimated payment as an Aggrieved Employee would be \$<<MERGED\_PAGAAward>>. If you believe this information is incorrect and wish to dispute it, you must mail a dispute to the Settlement Administrator no later than June 6, 2025. Please include any documentation you have that you contend supports your dispute.

### **Tax Reporting**

100% of the payments for PAGA penalties to Aggrieved Employees will be allocated as penalties reported on IRS Form 1099. 20% of each Settlement Payment to Class Members who do not opt out will be allocated as wages and reported on an IRS Form W-2, and 80% will be allocated as penalties and interest reported on IRS Form 1099. This notice is not intended to provide legal or tax advice on your Settlement Share.

Your check will be valid for 180 days after issuance. After 180 days, uncashed checks will be cancelled and the funds associated will be transmitted to the California State Controller's Office, Unclaimed Property Fund.

### **Your Options Under the Settlement**

#### **Option 1 – Do Nothing and Receive Your Payment**

If you do not opt out, you are automatically entitled to your Individual Settlement Payment (*i.e.*, your share of the Net Settlement Amount) because you are a Class Member. If you do not dispute your settlement share calculation and do not opt out of the settlement, you will be bound by the entire release in the settlement and receive your Individual Settlement Payment, as well as your Individual PAGA Payment if you are also an Aggrieved Employee. **In other words, if you are a Class Member, you do not need to take any action to receive the settlement payment(s) set forth above.**

Class Members who do not submit a valid and timely opt out (pursuant to Option 2 below), will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all "Released Claims" he or she may have or had upon final approval of this Settlement and payment by Defendant to the Settlement Administrator.

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

Class Released Claims: For the duration of the Class Period, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint including: (1) all claims for failure to pay overtime wages; (2) all claims for failure to pay minimum wages; (3) all claims for failure to provide meal periods, or compensation in lieu thereof; (4) all claims for failure to provide compliant rest periods, or compensation in lieu thereof; (5) all claims for the failure to pay wages due upon termination or resignation; (6) all claims for non-compliant wage statements; (7) failure to timely pay wages; (8) failure to pay interest on deposits; and (9) all claims asserted through California Business & Professions Code section 17200, *et seq.* arising out of the Labor Code violations referenced in the Operative Complaint. Except as set forth in the PAGA Release Claims below, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

PAGA Release Claims: 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 Parties” means 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.

### **Option 2 – Opt Out of the Settlement**

If you do not wish to receive your Individual Settlement Payment or release the Class Released Claims, you may exclude yourself by submitting a written request to be excluded from the Class. Your written request must *Jose Pablo Martinez v. Superior Cattle Feeders, LLC* Case No. ECU002635, include your name, signature, address, email address or telephone number, and any statement standing for the proposition that you do not wish to participate in the settlement. Sign, date and mail your written request for exclusion to the address below.

ILYM Group, Inc.  
P.O. Box 2031  
Tustin, CA 92781  
Telephone: (888) 250-6810  
Fax: (888) 845-6185  
Email: [claims@ilymgroup.com](mailto:claims@ilymgroup.com)

Your written request for exclusion must be mailed and postmarked to the Administrator not later than June 6, 2025. If you submit a Request for Exclusion that is not postmarked by this date, your Request for Exclusion will be rejected, and you will remain a part of the Class.

The proposed settlement includes the settlement of the PAGA Released Claims. An employee may not request exclusion from the settlement of a PAGA claim. Thus, if the court approves the settlement, then even if you request exclusion from the settlement, if you are an Aggrieved Employee, you will still receive your Individual PAGA Payment and will be deemed to have released the PAGA Released Claims. A request for exclusion will preserve your right, if any, to individually pursue only the Class Released Claims.

### **Option 3 – Submit an Objection to the Settlement**

If you wish to object to the Settlement, you may submit an objection in writing by mail, stating why you object to the Settlement. Your written objection must provide your name, your signature, the last four digits of your Social Security Number, address, email address or telephone number and a statement of whether you plan to appear at the Final Approval Hearing, and a statement of the reason(s), along with whatever legal authority, if any, why you believe that the Court should not approve the Settlement. Your written objection must be mailed and postmarked to the Administrator no later than June 6, 2025. Please note that you cannot both object to the Settlement and opt out of the Settlement. If you exclude yourself, then your objection will be overruled. If the Court overrules your objection, you will be bound by the Settlement and will receive your Settlement Share.

Even if you don't submit a written objection, you may appear at the Final Approval Hearing and provide a verbal objection before the Court.

### **Final Approval Hearing**

You may, if you wish, appear at the Final Approval Hearing set for August 20, 2025 at 8:30 a.m. in the Department 9 of the Imperial County Superior Court, located at 939 West Main Street, El Centro, CA 92243, and orally object to the Settlement, discuss your written objections with the Court and the Parties, or otherwise comment on the Settlement at your own expense. You may attend this hearing virtually by audio or video. Information about attending a hearing virtually can be found at <https://www.imperial.courts.ca.gov/online-services/remote-appearances>. You may also retain an attorney to represent you at the Hearing at your own expense.

### **Additional Information**

This Notice of Class Action Settlement is only a summary of this case and the Settlement. For a more detailed statement of the matters involved in this case and the Settlement, you may call the Settlement Administrator at (888) 250-6810 or Class Counsel, whose information appears below:

**BIBIYAN LAW GROUP, P.C.**  
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Tel: (310) 438-5555; Fax: (310) 300-1705

You may also visit the Settlement Administrator's website at <https://ilymgroup.com/SuperiorCattleFeedersLLC> to gain access to key documents in this case, including the Settlement Agreement, the Order Granting Preliminary Approval of this Settlement, the Order Granting Final Approval of this Settlement, and the Final Judgment.

You may also refer to the pleadings, the Settlement Agreement, and other papers filed in this case, which may be inspected at the Department 9 of the Imperial County Superior Court, located at 939 West Main Street, El Centro, CA 92243, during regular business hours of each court day. You may also obtain these documents through the Court's website at <https://www.imperial.courts.ca.gov/online-services/electronic-court-recordsdocuments>.

All inquiries by Class Members regarding this Notice of Class Action Settlement and/or the Settlement should be directed to the Settlement Administrator.

**PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE,  
DEFENDANT, OR DEFENDANT'S ATTORNEYS WITH INQUIRIES.**