

<p>ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):  <b>PETER D. GORDON, SB No. 76578</b>  <b>PETER D. GORDON &amp; ASSOCIATES</b>  <b>8052 MELROSE AVENUE, SECOND FLOOR</b>  <b>LOS ANGELES, CA 90046</b>          TELEPHONE NO.: <b>323/651-2700</b> FAX NO. (Optional) <b>323/651-3726</b>          E-MAIL ADDRESS (Optional): <b>peter@lawnet1.com</b>          ATTORNEY FOR (Name): <b>Plaintiff CINDY MARTINEZ</b></p>	<p style="text-align: center;"><i>FOR COURT USE ONLY</i></p>
<p><b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES</b>          STREET ADDRESS: <b>111 N. HILL STREET</b>          MAILING ADDRESS:          CITY AND ZIP CODE: <b>LOS ANGELES, CA 90012</b>          BRANCH NAME: <b>CENTRAL</b></p>	
<p>PLAINTIFF/PETITIONER: <b>CINDY MARTINEZ</b>          DEFENDANT/RESPONDENT: <b>AA MEAT PRODUCTS, INC.</b></p>	
<p style="text-align: center;"><b>NOTICE OF ENTRY OF JUDGMENT OR ORDER</b></p> <p>(Check one):    <input checked="" type="checkbox"/> <b>UNLIMITED CASE</b>    <input type="checkbox"/> <b>LIMITED CASE</b>          (Amount demanded exceeded \$25,000)    (Amount demanded was \$25,000 or less)</p>	<p>CASE NUMBER:</p>

**TO ALL PARTIES :**

1. A judgment, decree, or order was entered in this action on (date): **September 9, 2022**
2. A copy of the judgment, decree, or order is attached to this notice.

Date: **September 9, 2022**

**Andrew T. Schoettle**

(TYPE OR PRINT NAME OF  ATTORNEY  PARTY WITHOUT ATTORNEY)

  
 (SIGNATURE)

1 PETER D. GORDON, SB No. 76578  
2 ANDREW SCHOETTLE, SB NO. 313116  
3 PETER D. GORDON & ASSOCIATES  
4 8052 Melrose Avenue, Second Floor  
5 Los Angeles, California 90046  
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7 [andrew@lawnet1.com](mailto:andrew@lawnet1.com)  
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**FILED**  
Superior Court of California  
County of Los Angeles  
09/09/2022

Sherri R. Carter, Executive Officer / Clerk of Court  
By:                     A. He                     Deputy

6 ROBERT C. HAYDEN, SB No. 84816  
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10 STEVEN S. DERELIAN, ESQ., SB No. 256054  
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15 Phone: (323) 954-9030

13 *Attorneys for Plaintiff CINDY MARTINEZ*  
14 *and the Settlement Class*

15 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
16 FOR THE COUNTY OF LOS ANGELES

17 CINDY MARTINEZ, an individual on )  
18 behalf of herself and others similarly )  
19 situated )

19 Plaintiff,

20 vs.

21 AA MEAT PRODUCTS, INC., a California )  
22 Corporation, and DOES 1 through 100, )  
23 inclusive, )

22 Defendants. )

) **LASC Case No. BC650944**

) **[Proposed] JUDGMENT**

) *(Assigned for all purposes to Hon. Stuart Rice, Dept. 1,  
Spring Street)*

) Complaint Filed: February 16, 2017

) FAC Filed: March 21, 2017

) SAC Filed: September 21, 2017

Electronically Received 09/08/2022 05:37 PM

**PROPOSED JUDGMENT**

1  
2 1. The Court hereby enters final judgment in this Action in accordance with terms of Settlement  
3 Agreement and Amendment thereto (“Settlement”), order granting preliminary approval of class action  
4 settlement (“Preliminary Approval Order”), and the order granting final approval of the class action  
5 settlement (“Final Order”). A copy of the Final Order is attached hereto as Exhibit “A” and incorporated  
6 herein by this reference.

7 2. Upon full and final payment by Defendant of the Gross Settlement Amount, consistent with  
8 Paragraph III(G) of the Settlement as amended, Plaintiff/Class Representative and all Settlement Class  
9 Members, and all PAGA Members, as those terms are respectively defined in the Settlement, shall have by  
10 operation of the Final Order and this Judgment, fully, finally and forever released, relinquished, and  
11 discharged the Released Parties from the Class Released Claims, the PAGA Released Claims, and the  
12 Plaintiff’s Released Claims, as those terms are respectively defined in the Settlement, and are hereby forever  
13 barred and enjoined from prosecuting such released claims against the Released Parties, as that term is  
14 defined in the Settlement.

15 3. Without affecting the finality of the Final Order and/or this Judgment, pursuant to California  
16 Code of Civil Procedure Section 664.6 and Rule 3.769(h) of the California Rules of Court, the Court  
17 reserves exclusive and continuing jurisdiction over this Action, Plaintiff, Settlement Class Members, PAGA  
18 Members, and Defendant for the purposes of supervising the implementation, enforcement, construction,  
19 and interpretation of the Settlement, Preliminary Order, the Final Order, and the Judgment.

20 4. This final judgment is intended to be a final disposition of the above-captioned action in its  
21 entirety and is intended to be immediately appealable. This final judgment resolves and extinguishes all  
22 claims released by the Settlement against Defendants.

23  
24 **IT IS SO ORDERED.**



25  
26 Date: 09/09/2022

Stuart M. Rice / Judge

Hon. Stuart Rice  
Judge of the Superior Court

# **EXHIBIT "A"**

1 PETER D. GORDON, SB No. 76578  
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15 Phone: (323) 954-9030

13 *Attorneys for Plaintiff CINDY MARTINEZ*  
14 *and the Settlement Class*

15 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
16 FOR THE COUNTY OF LOS ANGELES

17 CINDY MARTINEZ, an individual on )  
18 behalf of herself and others similarly )  
19 situated )

19 Plaintiff,

20 vs.

20 AA MEAT PRODUCTS, INC., a California )  
21 Corporation, and DOES 1 through 100, )  
22 inclusive, )

22 Defendants. )

) LASC Case No. BC650944

) **[Proposed] ORDER GRANTING FINAL**  
) **APPROVAL OF CLASS ACTION SETTLEMENT**  
) *(Assigned for all purposes to Hon. Stuart Rice, Dept. 1,*  
) *Spring Street)*

) Complaint Filed: February 16, 2017  
) FAC Filed: March 21, 2017  
) SAC Filed: September 21, 2017

1 **ORDER**

2 This matter came before this Court on Plaintiff Cindy Martinez’s (“Plaintiff”) Motion for Final  
3 Approval of Class Action Settlement

4 **WHEREAS** the Court has received and reviewed the Settlement Agreement and Amendment thereto  
5 entered into between the Plaintiff; on the one hand, and Defendant AA Meat Products, Inc. on the other, and  
6 has considered the terms of the proposed Settlement set forth therein;

7 **WHEREAS** all terms contained herein shall have the same meanings as set forth in the Settlement,  
8 unless otherwise defined herein;

9 **WHEREAS** on April 12, 2022, the Court entered its Order preliminarily approving the Settlement of  
10 this class action, approving the form and method of notice, and setting a date and time for a final approval  
11 and hearing to consider whether the Settlement should be finally approved by the Court pursuant to  
12 California Code of Civil Procedure Section 382 as fair, adequate, and reasonable (the "Preliminary Approval  
13 Order"); ·

14 **WHEREAS** the Preliminary Approval Order further directed that all Settlement Class Members be  
15 given notice of the Settlement and of the date for the Final Approval Hearing;

16 **WHEREAS** the Court has received the declaration of Irvin Garcia, on behalf of CPT Group, Inc.,  
17 the Settlement Administrator, attesting to the mailing of the Notice Packet in accordance with the  
18 Preliminary Approval Order;

19 **WHEREAS** the settlement administration went forth as ordered by this Court;

20 **WHEREAS** there have been no Objections regarding the Settlement;

21 **WHEREAS** the Court having conducted a Final Approval (the "Final Approval Hearing"), and,  
22 having considered the argument presented, all papers filed, and proceedings had therein;

23 **IT IS HEREBY ORDERED AS FOLLOWS:**

24 1. The Court retains jurisdiction over the subject matter of this action, all Settlement Class  
25 Members and PAGA Settlement Members (including Class Representative) and Defendant to enforce the  
26 terms of the Judgment.

27 2. In accordance with California Code of Civil Procedure Section 382, California Rule of Court  
28 3.769 and the requirements of due process, the Settlement Class has been given proper and adequate Notice

1 of the Settlement. Based upon the evidence submitted by the Parties, the Settlement Agreement, the  
2 argument of counsel, and all the files, records and proceedings in this case, the Court finds that the Notice  
3 packet and Notice methodology implemented pursuant to the Settlement Agreement and the Court's-  
4 Preliminary Approval Order: (a) constituted the best practicable method under the circumstances; (b)  
5 constituted notice that was reasonably calculated, under the circumstances, to apprise the Settlement Class of  
6 the pendency of the litigation, their right to object to the Settlement, and their right to appear at the final  
7 approval hearing; (c) was reasonable and constituted due, adequate and sufficient notice to all persons  
8 entitled to notice; and (d) met all applicable requirements of California Code of Civil Procedure Section 382,  
9 California Rule of Court 3.769, and any other applicable law.

10 3. The Settlement in this action warrants final approval pursuant to California Code of Civil  
11 Procedure Section 382 and Labor Code section 2699(1)(2) because it is fair, adequate, and reasonable to  
12 those it affects, and resulted from vigorously contested litigation, substantial discovery, motion practice, and  
13 extensive good faith arm's length negotiations between the parties, and is in the public interest considering  
14 the following factors:

- 15 (a) the strength of the Plaintiff's case;
- 16 (b) the risk, expense, complexity and likely duration of further litigation;
- 17 (c) the risk of maintaining class action status throughout the trial;
- 18 (d) the amount offered in settlement;
- 19 (e) the extent of discovery completed, and the stage of the proceedings;
- 20 (f) the experience and views of counsel;
- 21 (g) the reaction of the class members to the proposed settlement;

22 *Clark v. Am. Residential Servs., LLC* (2009) 175 Cal.App.4th 785, 799. Settlements that follow sufficient  
23 discovery and genuine arms. length negotiations are presumed fair. *Dunk v. Ford Motor Co.* (1996) 48  
24 Cal.App.4th 1794, 1802 as modified (Sept. 30, 1996). The Court finds the Settlement is entitled to a  
25 presumption of fairness.

26 4. The Final Approval Motion is hereby GRANTED, and the Settlement is hereby  
27 APPROVED as fair, reasonable, adequate, and in the public interest, and the terms of the Settlement  
28 Agreement are hereby determined to be fair, reasonable and adequate, for the exclusive benefit of the

1 Settlement Class Members, defined as follows:

2 “All production, shipping, and receiving employees employed by AA Meat Products, Inc.  
3 from February 16, 2013, to April 12, 2022, the date that the Superior Court granted  
4 preliminary approval of this settlement.”

5 The Parties are directed to consummate the Settlement in accordance with its terms.

6 5. The Court APPROVES the funding of the Settlement in accordance with its terms;

7 6. The Court APPROVES payment of the requested Enhancement Payment to the Class  
8 Representative in the amount of \$12,500.00 in accordance with the terms of the Settlement.

9 7. The Court APPROVES payment of attorneys' fees in the amount of \$294,400.00 and costs in  
10 the amount of \$27,102.49 to Class Counsel in accordance with the terms of the Settlement Agreement.

11 8. The Court hereby APPROVES the PAGA Settlement Amount of Twenty Five Thousand  
12 Dollars (\$25,000.00) as fair and reasonable. Pursuant to the terms of the Settlement Agreement, seventy-  
13 five percent (75%) of the PAGA Settlement Amount (i.e., \$18,750.00) shall be distributed to the LWDA and  
14 twenty-five percent (25%) of the PAGA Settlement Amount (i.e., \$6,250.00) shall be distributed to the  
15 PAGA Settlement Class Members. Payment of the PAGA Settlement Amount shall resolve all claims for  
16 civil penalties under PAGA, as more fully defined as “PAGA Released Claims” below

17 9. The Court APPROVES payment of costs to the Claims Administrator, CPT Group, Inc. for  
18 Settlement Administration Costs in the amount of \$9,500.00 in accordance with the terms of the Settlement  
19 Agreement.

20 10. In consideration of the Net Settlement Amount, and for other good and valuable  
21 consideration, Plaintiff, all Settlement Class Members, none of whom requested exclusion from this  
22 Settlement pursuant to its terms, and all PAGA Settlement Members, shall have fully, finally, and forever  
23 released, relinquished, and discharged the Plaintiff’s Released Claims, the Class Released Claims and the  
24 PAGA Released Claims against the Released Parties, in accordance with the terms of the Settlement,  
25 defined as follows:

26 “**Plaintiff’s Released Claims**” means Plaintiff’s release of any and all claims, known and  
27 unknown, under federal, state and/or local law, statute, ordinance, regulation, common law,  
28 or other source of law, including but not limited to claims arising from or related to her  
alleged employment with Defendant and her compensation while allegedly employed by  
Defendant. Plaintiff’s Released Claims include, but are not limited to, all claims asserted in,  
arising from, or related in any way to the Action. Plaintiff’s Released Claims include all  
claims for unpaid wages, including, but not limited to, failure to pay minimum wages,



1 overtime compensation, double-time compensation, reporting time compensation, and  
2 interest; the calculation of the regular rate of pay; missed meal periods and rest periods,  
3 including missed meal and/or rest period premiums; reimbursement for all necessary  
4 business expenses; payment for all hours worked, including alleged off-the-clock work;  
5 allegedly deficient wage statements; allegedly unlawful deductions; failure to keep accurate  
6 records; unfair business practices; penalties, including, but not limited to, recordkeeping  
7 penalties, wage statement penalties, minimum-wage penalties, and waiting-time penalties;  
8 and attorneys' fees and costs. Plaintiff's Released Claims include all claims arising under  
9 the California Labor Code (including, but not limited to, sections 200, 201, 201.3, 201.5,  
10 202, 203, 204, 205.5, 210, 216, 218, 218.5, 218.6, 221, 222, 222.5, 223, 224, 225, 225.5,  
11 226, 226.7, 226.8, 227.3, 450, 510, 511, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1,  
12 1197.2, 1198, 2698 et seq., 2800 and 2802); all claims arising under: the Wage Orders of the  
13 California Industrial Welfare Commission; PAGA; California Business and Professions  
14 Code section 17200, et seq.; the California Civil Code, including but not limited to, sections  
15 3336 and 3294; 12 CCR § 11040; 8 CCR § 11060; California Code of Civil Procedure §  
16 1021.5; the California common law of contract; the FLSA, 29 U.S.C. § 201 et seq.; federal  
17 common law; and the Employee Retirement Income Security Act, 29 U.S.C. § 1001, et seq.  
18 Plaintiff's Released Claims also include all claims for lost wages and benefits, emotional  
19 distress, retaliation, punitive damages, and attorneys' fees and costs arising under  
20 federal, state, or local laws for discrimination, harassment, retaliation, and wrongful  
21 termination, such as, by way of example only, (as amended) 42 U.S.C. section 1981, Title  
22 VII of the Civil Rights Act of 1964, the Americans With Disabilities Act, the Age  
23 Discrimination in Employment Act, and the California Fair Employment and Housing Act;  
24 and the law of contract and tort. This release excludes the release of claims not permitted by  
25 law.

16 Plaintiff's Released Claims include all claims, whether known or unknown. Even if Plaintiff  
17 discovers facts in addition to or different from those that they now know or believe to be true  
18 with respect to the subject matter of Plaintiff's Released Claims, those claims will remain  
19 released and forever barred. Thus, Plaintiff expressly waives and relinquishes the  
20 provisions, rights, and benefits of section 1542 of the California Civil Code, which reads:

19 A general release does not extend to claims that the creditor or releasing  
20 party does not know or suspect to exist in his or her favor at the time of  
21 executing the release and that, if known by him or her, would have materially  
22 affected his or her settlement with the debtor or released party.

22 "**Class Released Claims**" mean the Participating Class Members' release of all claims,  
23 causes of action, demands, debts, rights, liabilities, obligations, damages (including  
24 liquidated and punitive damages), wages, compensation, civil and statutory penalties,  
25 attorneys' fees, costs, expenses, interest, equitable relief, and any other form of relief  
26 actually alleged or sought in the Action or that could have been alleged or sought in the  
27 Action based upon the facts, allegations, claims, and causes of action alleged or contained in  
28 the Action, whether such claims are based on federal, state or local law, statute, regulation,  
order, or ordinance, or any other source or common law. Class Released Claims include, but  
are not limited to, claims based on allegations regarding failure to pay minimum wages,  
straight time wages, overtime wages, and/or double time wages; failure to provide meal  
and/or rest periods, including failure to pay meal and/or rest period premiums; failure to  
provide legally compliant wage statements; failure to timely pay wages, including failure to

1 pay all wages due upon separation of employment; and collection or receipt of wages  
2 previously paid. The Class Released Claims include, without limitation, all such claims  
3 arising under the California Labor Code, including Labor Code §§ 201-204, 221, 226, 226.7,  
4 351, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1197, 1197.1, 1198, and 1199; the Wage  
5 Orders of the California Industrial Welfare Commission; California Business and Professions  
6 Code section 17200, et seq.; the California Civil Code; the California Code of Civil  
7 Procedure; California common law; the Fair Labor Standards Act, 29 U.S.C. § 201 et seq.;  
8 and federal common law. The Parties intend for this release to extend to the broadest number  
9 of claims by Participating Class Members arising during the Class Period that may lawfully  
10 be released based on the factual allegations, theories, and primary rights asserted in the  
11 Action.”

12  
13 **“PAGA Released Claims”** means the PAGA Members’ and the Labor & Workforce  
14 Development Agency’s (“LWDA”) release of any and all claims arising under the Private  
15 Attorneys General Act of 2004, Cal. Lab. Code section 2698, et seq. (“PAGA”) during the  
16 PAGA Period that were alleged in the Action or that could have been alleged in the Action  
17 based upon the facts, allegations, claims, and causes of action alleged or contained in the  
18 Action, including but not limited to any such claims involving any alleged failure to pay  
19 minimum wages, straight time compensation, overtime compensation, double-time  
20 compensation, reporting time compensation, and interest; the calculation of the regular rate  
21 of pay; missed meal period and rest periods, including missed meal and/or rest period  
22 premiums; payment for all hours worked, including alleged off-the-clock work; allegedly  
23 deficient wage statements; allegedly unlawful deductions; and/or failure to keep accurate  
24 records. The PAGA Released Claims include, without limitation, all such claims arising  
25 under California Labor Code sections 200, 201, 201.3, 201.5, 202, 203, 204, 205.5, 210, 216,  
26 218, 218.5, 218.6, 221, 222, 222.5, 223, 224, 225, 225.5, 226, 226.7, 226.8, 227.3, 450, 510,  
27 511, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1197.2, 1198, 2800 and 2802. The  
28 Parties intend for the PAGA Released Claims to extend to the broadest number of PAGA  
claims arising during the PAGA Period that may lawfully be released based upon the facts,  
allegations, claims, and causes of action alleged or contained in the Action.

As of the date that Defendant funds the Settlement, and consistent with the terms of the Settlement Agreement, Plaintiff, all Settlement Class Members and all PAGA Members will fully and finally waive, release, acquit, and discharge Defendant and the Released Parties from the Plaintiff’s Released Claims, Class Released Claims and PAGA Released Claims, respectively.

11. The Court hereby approves the procedure agreed to by the Parties regarding uncashed settlement checks. Any funds for settlement checks that are not cashed within one-hundred eighty (180) calendar days of issuance shall be provided by Claims Administrator, CPT Group, Inc. to the California State Controller, along with the relevant identifying information of each applicable payee who failed to cash a settlement check, to be held pursuant to California’s Unclaimed. Property Law (“UPL”) (Cal. Code Civ. Proc. §§1500, et seq.)

12. Without affecting the finality of this Order in any way, this Court retains jurisdiction over;

1 (a) implementation of the Settlement and the terms of the Settlement; (b) distribution of the Net Settlement  
2 Amount, the Class Representative's Enhancement Payment, Settlement Administrator costs and the  
3 attorneys' fees and costs amount in accordance with the parties' settlement agreement; and (c) all other  
4 proceedings related to the implementation, interpretation, administration, consummation, and enforcement  
5 of the terms of the Settlement, and the administration of claims by Settlement Class Members and PAGA  
6 Settlement Members.

7 13. Per California Rules of Court, Rule 3.771(b), CPT Group; Inc. is directed to post the final  
8 judgment, once entered, on its website.

9 14. This Court finds that there is no just reason for delay and expressly directs entry by the Clerk  
10 of the Court of the Final Judgment.

11 15. Settlement Class Counsel shall file with the Court a final report, supported by a declaration,  
12 summarizing all distributions made, , no later than ~~one hundred and eighty (180) days after all funds have~~  
13 ~~been distributed.~~ R } ^ / G E C H

14 16. The Court sets a date of  R } ^ / G E C H  for a Non-Appearance Case Review  
15 regarding the Final Accounting and Distribution of the settlement funds.

17 **IT IS SO ORDERED.**



18 *Stuart M. Rice*

19 Date: 09/09/2022

Stuart M. Rice / Judge

Hon. Stuart Rice  
Judge of the Superior Court

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**PROOF OF SERVICE**

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF LOS ANGELES )

I am employed in the County of Los Angeles, State of California.

I am over the age of 18 and not a party to the within action. My BUSINESS address is 8052 Melrose Avenue, 2nd Floor, Los Angeles CA, 90046.

On September 8, 2022, I caused to be served the foregoing document described as **PROPOSED JUDGMENT** on the following individuals:

Robert Mussig, Esq.  
Ryan J. Kreuger, Esq..  
SHEPPARD MULLIN  
333 South Hope Street, 43rd Floor  
Los Angeles, California 90071-1422

(BY MAIL) I caused such envelope with postage thereon fully prepaid to be placed in the United States Mail at Los Angeles, California. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of BUSINESS. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

(X) BY EMAIL OR ELECTRONIC TRANSMISSION: I caused a copy of the document(s) to be sent via CaseAnywhere to the persons above. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful

( ) (BY PERSONAL SERVICE) I caused such envelope to be delivered by hand to the interested parties at the above addresses.

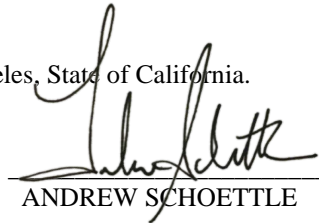
( ) (BY FACSIMILE AND MAIL) I caused such document to be transmitted by facsimile to the attention of \_\_\_\_\_, at facsimile number \_\_\_\_\_, received the attached confirmation of sending, and placed in an envelope with the postage thereon fully prepaid in the United States mail at Los Angeles, California.

( ) (BY MESSENGER) By entrusting such envelope to a professional messenger service to effect personal service and delivery.

(X) (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

( ) (FEDERAL) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed on September 8, 2022, County of Los Angeles, State of California.

  
\_\_\_\_\_  
ANDREW SCHOETTLE

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**PROOF OF SERVICE**

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF LOS ANGELES )

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Ryan J. Kreuger, Esq..  
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Los Angeles, California 90071-1422

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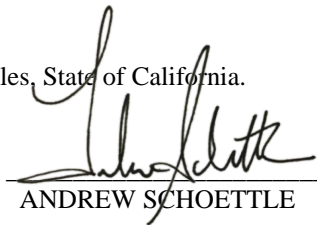
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( ) (FEDERAL) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed on September 9, 2022, County of Los Angeles, State of California.

  
\_\_\_\_\_  
ANDREW SCHOETTLE