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7

**FILED**  
Superior Court of California  
County of Los Angeles  
07/17/2023

David W. Slayton, Executive Officer / Clerk of Court  
By: \_\_\_\_\_ A. He \_\_\_\_\_ Deputy

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
10 **FOR THE COUNTY OF LOS ANGELES**

11 ELIAS MANRIQUEZ PEREZ aka PEDRO  
12 LOPEZ, individually, and on behalf of all others  
similarly situated,

13 Plaintiff,

14 vs.

15 HANNIBAL INDUSTRIES, INC., a California  
16 corporation; AFFILIATED TEMPORARY  
17 HELP, a California corporation; and DOES 1  
18 through 10, inclusive,

19 Defendants.

Case No.: 21STCV34035

CLASS AND REPRESENTATIVE ACTION

Assigned for all purposes to the Honorable  
Stuart M. Rice, Department 1

**~~[PROPOSED]~~ ORDER GRANTING  
PLAINTIFF'S MOTION FOR  
PRELIMINARY APPROVAL OF CLASS  
AND PAGA ACTION SETTLEMENT**

Action Filed: September 13, 2021  
Trial Date: Not Set

Electronically Received 06/29/2023 02:47 PM

1 The Court has before it Plaintiff Elias Manriquez Perez’s (“Plaintiff”) Motion for  
2 Preliminary Approval of Class and PAGA Action Settlement. Having reviewed the Motion for  
3 Preliminary Approval of Class and PAGA Action Settlement, the Declaration and Supplemental  
4 Declaration of Kane Moon, the Declaration of Plaintiff Elias Manriquez Perez, the Declaration  
5 of Defendants and their Counsel, the First Amended Joint Stipulation of Class Action and  
6 PAGA Settlement and Release (which is referred to here as the “Settlement” or “Settlement  
7 Agreement”), and good cause appearing, the Court hereby finds, and orders as follows:

8 1. The Court finds on a preliminary basis that the Settlement Agreement appears to  
9 be fair, adequate, and reasonable, and therefore meets the requirements for preliminary  
10 approval. The Court grants preliminary approval of the Settlement and the Settlement Class  
11 based upon the terms set forth in the Settlement Agreement attached to the Supplemental  
12 Declaration of Kane Moon in Support of Plaintiff’s Motion for Preliminary Approval of Class  
13 and PAGA Action Settlement (“Supplemental Moon Declaration”) as **Exhibit I**. The Court  
14 preliminarily finds that the terms of the Settlement appear to be within the range of possible  
15 approval, pursuant to California Code of Civil Procedure § 382 and applicable law.

16 2. The Settlement falls within the range of reasonableness of a settlement which  
17 could ultimately be given final approval by this Court, and appears to be presumptively valid,  
18 subject only to any objections that may be raised at the Final Approval Hearing and final  
19 approval by this Court. The Court notes that Defendant has agreed to create a common fund of  
20 **\$1,500,000.00** to cover (a) settlement payments to class members who do not validly opt out;  
21 (b) **\$200,000.00** allocated to penalties under the Private Attorneys General Act of 2004  
22 (“PAGA”), distributed as follows: 25% (\$50,000.00) to the PAGA Employees and 75%  
23 (\$150,000.00) to the California Labor and Workforce Development Agency; (c) the Service  
24 Award to the Class Representative of up to \$10,000.00; (d) Class Counsel’s attorneys’ fees, not  
25 to exceed thirty-three and a third percent (33.33%) of the Gross Settlement Amount  
26 (**\$500,000.00**), and up to **\$25,000.00** in costs for actual litigation expenses incurred by Class  
27 Counsel; and (e) Settlement Administration costs of up to **\$13,250.00**.

28 3. The Court finds on a preliminary basis that: (1) the settlement amount is fair and

1 reasonable to the class members when balanced against the probable outcome of further  
2 litigation relating to class certification, liability and damages issues, and potential appeals; (2)  
3 significant informal discovery, investigation, research, and litigation have been conducted such  
4 that counsel for the Parties at this time are able to reasonably evaluate their respective positions;  
5 (3) settlement at this time will avoid substantial costs, delay, and risks that would be presented  
6 by the further prosecution of the litigation; and (4) the proposed settlement has been reached  
7 as the result of intensive, serious, and non-collusive negotiations between the Parties.  
8 Accordingly, the Court preliminarily finds that the Settlement Agreement was entered into in  
9 good faith.

10 4. A final fairness hearing on the question of whether the proposed settlement,  
11 attorneys' fees and costs to Class Counsel, and the class representative's service payment  
12 should be finally approved as fair, reasonable and adequate as to the members of the class is  
13 hereby set in accordance with the Implementation Schedule set forth below.

14 5. The Court provisionally certifies for settlement purposes only the following class  
15 (the "Settlement Class"): "All current and former non-exempt employees of Defendants who  
16 work or worked for Defendants at any of Hannibal's locations in California during the Class  
17 Period and who do not request exclusion from the settlement." "Class Period shall be September  
18 15, 2017 through March 1, 2023."

19 6. The PAGA Members or PAGA Class is provisionally approved for settlement  
20 purposes only. The court notes the PAGA Members or PAGA Class includes "[a]ll current and  
21 former non-exempt employees of Defendants who work or worked for Defendants at any of  
22 Hannibal's locations in California during the PAGA Period." "PAGA Period shall be September  
23 13, 2020 through March 1, 2023."

24 7. The Court finds, for settlement purposes only, that the Settlement Class meets  
25 the requirements for certification under California Code of Civil Procedure § 382 in that: (1)  
26 the Settlement Classes are so numerous that joinder is impractical; (2) there are questions of  
27 law and fact that are common, or of general interest, to all Settlement Class Members, which  
28 predominate over individual issues; (3) Plaintiff's claims are typical of the claims of the

1 Settlement Class Members; (4) Plaintiff and Class Counsel will fairly and adequately protect  
2 the interests of the Settlement Class Members; and (5) a class action is superior to other  
3 available methods for the fair and efficient adjudication of the controversy.

4 8. The Court appoints, for settlement purposes only, Elias Manriquez Perez aka  
5 Pedro Lopez, as Class Representative.

6 9. The Court appoints, for settlement purposes only, Moon & Yang, APC, as Class  
7 Counsel. The Court further preliminary approves Class Counsel's ability to request attorneys'  
8 fees of up to thirty-three and a third percent (33.33%) of the Gross Settlement Amount  
9 (\$500,000.00), and costs not to exceed \$25,000.00.

10 10. The Court appoints Phoenix Class Action Administration Solutions as the  
11 Settlement Administrator with reasonable administration costs estimated not to exceed  
12 \$13,250.00.

13 11. The Court approves the Settlement Notice, as to its form and content, attached  
14 as **Exhibit G** to the Supplemental Moon Declaration. The Court finds on a preliminary basis  
15 that plan for distribution of the Notice to Settlement Class Members satisfies due process,  
16 provides the best notice practicable under the circumstances, and shall constitute due and  
17 sufficient notice to all persons entitled thereto.

18 12. The Parties are ordered to carry out the Settlement according to the terms of the  
19 Agreement.

20 13. Any Class Member who does not request exclusion from the settlement may  
21 object to the Settlement Agreement.

22 14. The Court orders the following Implementation Schedule:

23		
24	Defendants to provide Class Data to the	Within 30 calendar days after
25	Settlement Administrator	preliminary approval
26	Settlement Administrator to mail the	Within 15 calendar days after Class
27	Settlement Notice by First Class Mail	Data is sent
28		



1 **PROOF OF SERVICE**

2 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

3 I am employed in the State of California, County of Los Angeles. I am over the age of 18  
4 and not a party to the within suit; my business address is 1055 W. 7<sup>th</sup> Street, Suite 1880, Los  
5 Angeles, CA 90017.

6 On the date indicated below, I served the document described as: **[PROPOSED] ORDER**  
7 **GRANTING PLAINTIFF’S MOTION FOR PRELIMINARY APPROVAL OF CLASS**  
8 **AND PAGA ACTION SETTLEMENT** on the interested parties in this action by sending [ ]  
9 the original [or] [✓] a true copy thereof [✓] to interested parties as follows [or] [ ] as stated on  
10 the attached service list:

11 Sarah Ross  
12 **LITTLER MENDELSON, P.C.**  
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37 Christopher G. Hook  
38 **LAW OFFICES OF CHRISTOPHER G.**  
39 **HOOK**  
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41 Los Angeles, CA 90067-2336  
42 Phone: (310) 272-8566  
43 E-mail: chris@cghlaw.com

44 *Attorney for Defendant Affiliated Temporary*  
45 *Help*

46 [✓] **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the  
47 parties to accept electronic service, I caused the documents to be sent to the persons at  
48 the electronic service addresses listed above via third-party cloud service  
49 **CASEANYWHERE.**

50 I declare under penalty of perjury under the laws of the State of California that the  
51 foregoing is true and correct. Executed this **June 29, 2023** at Los Angeles, California.

52 Karen Castillo  
53 Type or Print Name

54   
55 Signature