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aka PEDRO LOPEZ

FILED
Superior Court of California
County of Los Angeles

01/24/2024

David W. Slayton, Executive Officer / Clerk of Court

By: A. He Deputy

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

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

Plaintiff,

vs.

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

Defendants.

Case No.: 21STCV34035

CLASS AND REPRESENTATIVE ACTION

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

**~~PROPOSED~~ ORDER AND JUDGMENT
OF FINAL APPROVAL**

Date: January 24, 2024
Time: 10:30 a.m.

Action Filed: September 15, 2021
Trial Date: Not Set

~~PROPOSED~~ ORDER AND JUDGMENT OF FINAL APPROVAL

1 The Court issued an Order Granting Preliminary Approval of Class Action Settlement on
2 July 17, 2023. Plaintiff Elias Manriquez Perez aka Pedro Lopez (“Plaintiff”) now seeks an Order and
3 Judgment of Final Approval of the same First Amended Joint Stipulation of Class Action and
4 PAGA Settlement and Release (which is referred to here as the “Settlement” or “Settlement
5 Agreement”) (“Settlement”) between Plaintiff and Defendant Affiliated Temporary Help
6 (“Affiliated Help”) and Defendant Hannibal Industries, Inc. (“Hannibal”) (together,
7 “Defendants”), attached to the Declaration of Kane Moon in Support of Plaintiff’s Motion for Final
8 Approval as **Exhibit 1**.

9 The Court, having considered Plaintiff’s Notice of Motion and Motion for Final Approval
10 of Class Action Settlement (“Motion”), the supporting Declarations and Exhibits therein, the records
11 and files in this action, and the absence of any written objections received regarding the Settlement;
12 and good cause appearing, **HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

13 The Court has jurisdiction over all claims asserted in this Action, Plaintiff, all Participating
14 Class Members, all Aggrieved Employees, and Defendants.

15 The Court, for purposes of this Order and Judgment of Final Approval, refers to all defined
16 terms as set forth in the Settlement.

17 The Settlement appears to have been made and entered into in good faith and is hereby
18 approved, subject to any limitations on the requested fees and payments as set forth below.

19 For purposes of effectuating the Settlement, the following Class is hereby certified:

20 All current and former non-exempt employees of Defendants who work or
21 worked for Defendants at any of Hannibal’s locations in California from
22 September 15, 2017 through March 1, 2023, and who do not request exclusion
from the settlement. (Settlement, ¶¶ 6-7.)

23 “Participating Class Members” means Plaintiff and all other Class Members who
24 do not submit a valid and timely Request for Exclusion, as well as Settlement
Aggrieved Employees. (Settlement, ¶ 27.)

25 Excluded from the Class is **Oscar Oswaldo De Paz Calderon**, who properly and timely
26 elected to opt out.

1 The Parties shall bear their own respective attorneys' fees and costs, except as provided for
2 in the Settlement and approved by the Court.

3 No Class Members have objected to the terms of the Settlement.

4 Upon Defendants' payment of all sums due pursuant to this Settlement, and except as to
5 such rights or claims as may be created by this Settlement, the Class Representative, the Class
6 and each Class Member who has not submitted a valid and timely request for exclusion as to
7 claims other than the PAGA claim, and each Aggrieved Employee, regardless of whether they
8 have requested exclusion from the Settlement of Class claims, will release claims as follows:

9 a. **Released Class Claims.** includes all claims under state or local law, whether
10 statutory, common law, or administrative law, whether in law or equity, for the
11 claims that were pled in the First Amended Class Action and PAGA Complaint,
12 based on or arising out of the factual allegations therein, during the Class Period,
13 including: (a) all claims for failure to pay minimum wages under Cal. Labor Code
14 §§ 204, 1194, 1194.2, 1197, 1197.1, and 1198; (b) all claims for failure to pay
15 overtime wages under Cal. Labor Code §§ 204, 510, 1194, and 1199; (c) all claims
16 for failure to provide required rest breaks under Cal. Labor Code §§ 226.7 and 512
17 and the applicable IWC Wage Orders; (d) all claims for failure to provide required
18 meal periods under Cal. Labor Code §§ 226.7 and 512 and the applicable IWC Wage
19 Order; (e) all claims for failure to maintain accurate employment records under Cal.
20 Labor Code §§ 1174 and 1174.5; (f) failure to timely pay wages during employment
21 under Cal. Labor Code §§ 204, 210(a), and 216; (g) failure to pay all wages earned
22 and unpaid at separation under Cal. Labor Code §§ 201-203; (h) failure to furnish
23 accurate itemized wage statements under Cal. Labor Code §§ 226; (i) violation of
24 California's Unfair Competition Law, Cal. Bus. & Professions Code §§ 17200, et
25 seq.; (j) liquidated damages; (k) interest; (l) attorneys' fees; and (m) attorneys'
26 costs. (Settlement, ¶ 31).

27 b. **Released PAGA Claims.** means the release by all PAGA Members for all claims
28 for PAGA that arise out of or relate to California Labor Code sections 201- 204,

210, 223, 226, 226.3, 226.7, 256, 510, 512, 558, 1174, 1174.5, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2802, and 2804 as pled in the PAGA Notice and Class Action and PAGA Complaint, during the PAGA Period. In light of the binding nature of a PAGA judgment on non-party employees pursuant to *Arias v. Superior Ct. (Dairy)*, 46 Cal. 4th 969 (2009), Class Members who exclude themselves from this Settlement shall still receive an Individual PAGA Payment directly from the Settlement Administrator for the amount of each such individual's estimated share of the PAGA Payment as calculated by the Settlement Administrator, and shall not be able to object to or exclude themselves from releasing the PAGA Released Claims against Defendants (Settlement, ¶ 26).

- c. **Released Parties.** means Defendants and their affiliated companies, owners, parents, members, subsidiaries, related companies and business concerns, past and present, including successors and predecessors, and each of them, as well as each of their insurers, partners, trustees, directors, shareholders, officers, agents, attorneys, servants and employees, past and present, and each of them (Settlement, ¶ 32).

The Settlement Amount, Net Settlement Amount, and methodology used to calculate and pay the Participating Class Members and PAGA Class Members (or Aggrieved Employees) are fair and reasonable. The Settlement Administrator is authorized to issue payments in accordance with the terms of the Settlement.

Defendants shall pay a total of \$1,500,000.00 to resolve this litigation.

From the Gross Settlement Amount, a payment of \$150,000.00 shall be paid to the California Labor and Workforce Development Agency ("LWDA"), representing 75% of the PAGA Payment awarded under the terms of the Settlement, pursuant to the California Private Attorneys General Act of 2004, *Labor Code* sections 2698, *et. seq.*

1 From the Gross Settlement Amount, a Class Representative Service Award in the amount of
2 ~~\$10,000.00~~ \$7,500.00 shall be paid to Plaintiff for his service as Class Representative and general release of
3 claims. Elias Manriquez Perez aka Pedro Lopez is hereby confirmed as Class Representative.

4 From the Gross Settlement Amount, Attorneys' Fees in the amount of \$500,000.00 and
5 Attorneys' Costs in an amount not to exceed \$12,140.49 shall be paid to Class Counsel for their
6 reasonable fees and actual costs incurred in furtherance of this Action. The fees and costs shall be
7 distributed to Class Counsel as set forth in the Settlement. The Court finds that the fees are reasonable
8 in light of the benefit provided to the Class. Moon Law Group, PC is hereby confirmed as Class
9 Counsel.

10 From the Gross Settlement Amount, Settlement Administration Costs in the amount of
11 \$13,250.00 shall be paid to the designated Settlement Administrator.

12 The Notice provided to the Class conforms with the requirements of *California Rules of Court*
13 rules 3.766 and 3.769, and constitutes the best notice practicable under the circumstances, providing
14 individual notice to all Class Members who could be identified through reasonable effort and due
15 and adequate notice of the proceedings and matters set forth therein to the Class Members. The
16 Notice fully satisfies the requirements of due process.

17 The Parties are ordered to have notice of this Order and Judgment of Final Approval sent to
18 all Participating Class Members and Aggrieved Employees in accordance with *California Rules of*
19 *Court* section 3.771(b), along with the payments issued via First Class U.S. Mail to their last known
20 addresses and to the LWDA, pursuant to *Labor Code* section 2699(1)(3).

21 This Judgment is intended to be a final disposition of the Action in its entirety and is intended
22 to be immediately appealable.

23 This Court shall retain jurisdiction with respect to all matters related to the administration
24 and consummation of the Settlement and any and all claims asserted in, arising out of, or related to
25 the subject matter of the lawsuit, including, but not limited to, all matters related to the Settlement
26 and the determination of all controversies relating thereto.

1 Plaintiff's Motion for Final Approval of Class and PAGA Action Settlement is hereby
2 granted, and the Court directs that Judgment shall be entered in accordance with the terms of this
3 Order.

4 In accordance with California Rule of Court 3.771(b), Class Counsel are ordered to give
5 notice of this final Order and the Judgment to all Participating Class Members and PAGA Class
6 Members by posting the Order and the Judgment for a period of at least 90 calendar days on the
7 Settlement Administrator's website.

8 The Court sets a Final Accounting Hearing on (Non-Appearence)
November 25 , 2024 at 4:00PM in
9 Department 1. Class Counsel is ordered to file a final report and declaration regarding distribution
10 no later than November 20, 2024.

11 **IT IS SO ORDERED.**

12 DATE: January 24, 2024



A handwritten signature in black ink, appearing to read "Stuart M. Rice", is written over the seal.

13 Stuart M. Rice / Judge

14 Honorable Stuart M. Rice
15 Judge of the Superior Court of California for the
16 County of Los Angeles
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