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on behalf of himself and others similarly situated

[Additional Counsel on following page]

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

JOSE MALDONADO, on behalf of himself
and others similarly situated,

Plaintiffs,

vs.

TPS SOLUTIONS INC. dba COAST
PERSONNEL, a California corporation;
MESH LOGISTICS, an entity of unknown
form; and DOES 1 through 50, inclusive,

Defendants.

Case No. 23STCV07076

CLASS ACTION

*[Assigned for All Purposes to the Hon. Theresa
M. Traber; Dept. SS-1]*

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

*[filed concurrently with Plaintiffs' Notice of
Motion and Motion; Declaration of Enoch J.
Kim; Declaration of Stephen M. Sloane;
Declaration of Jose Maldonado; Declaration of
Cintia Sevilla; and [Proposed] Order]*

Date: July 1, 2026
Time: 10:30 a.m.
Dept.: SS1

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Attorneys for Plaintiff CINTIA SEVILLA,
on behalf of herself and others similarly situated,

1 **RECITALS**

2 On August 11, 2025, Plaintiff JOSE MALDONADO (“Plaintiff Maldonado”) and Plaintiff
3 CINTIA SEVILLA (“Plaintiff Sevilla”) (collectively “Plaintiffs”) on behalf of themselves and the
4 Class, and Defendant TPS Solutions, Inc. (“Defendant TPS”), and Defendant MESHLogistics, Inc.
5 (“Defendant MESH”) (collectively “Defendants,” Defendants and Plaintiffs hereinafter collectively
6 referred to as the “Parties”) entered into a class action and PAGA settlement, the terms and
7 conditions of which are set forth in the Parties’ Class Action and PAGA Settlement Agreement (the
8 “Settlement” or “Settlement Agreement”). Unless otherwise provided in this Order, all capitalized
9 terms shall have the same meaning as set forth in the Settlement Agreement.

10 Plaintiffs’ motion for an order preliminarily approving the settlement of this action,
11 approving the form notice of settlement, and setting a final approval hearing (“Motion”) came on
12 for hearing in Department 1 of this Court on July 1, 2026.

13 This Court, having fully considered Plaintiffs’ Motion, the Memorandum of Points and
14 Authorities in support, the Declarations in support, the Settlement Agreement, and the proposed
15 form of Class Notice, finds that: (1) the proposed Settlement appears fair, reasonable, and adequate,
16 and that a final hearing should be held after notice to the Class (defined below) of the proposed
17 Settlement to determine if the Settlement Agreement and Settlement are fair, reasonable, and
18 adequate, such that a Final Order and Judgment should be entered in this action based upon the
19 Settlement Agreement, and (2) the PAGA Settlement is fair and adequate and should be approved.

20 **THE COURT ORDERS AND MAKES DETERMINATIONS AS FOLLOWS:**

21 **ORDER PROVISIONALLY CERTIFYING SETTLEMENT CLASS AND**
22 **APPOINTMENT OF CLASS REPRESENTATIVES AND CLASS COUNSEL**

23 1. The Court finds that certification of the following class, for settlement purposes only,
24 is appropriate:

25 All persons employed by Defendants in California and classified as non-exempt
26 hourly employee who worked for Defendants during the Class Period, which is from
27 October 12, 2019 through April 27, 2025.

28 2. The Court grants preliminary approval of the terms and conditions contained in the

1 Settlement Agreement. The Court finds that the terms of the Settlement Agreement are within the
2 range of possible approval at the final approval hearing.

3 3. The Court preliminarily finds, for settlement purposes only, that the Class meets
4 (i) the ascertainability and numerosity requirements; (ii) the commonality requirement because, in
5 the absence of class certification and settlement, each individual Class Member would have to
6 litigate core common issues of law and fact, all relating to Defendants' alleged wage-and-hour
7 violations asserted in the action; (iii) the typicality requirement because Plaintiffs and the Class
8 Members' claims all arise from the same alleged events and course of conduct, and are based on the
9 same legal theories; and (iv) the adequacy of representation requirement because Plaintiffs have the
10 same interests as all members of the Class, and they are represented by experienced and competent
11 counsel.

12 4. The Court further finds, preliminarily and for settlement purposes only, that common
13 issues predominate over individual issues in this litigation and that class treatment is superior to the
14 other means of resolving this dispute. Employing the class device here will not only achieve
15 economies of scale for Class Members with individual claims, but also conserve the resources of
16 the judicial system and preserve public confidence in the integrity of the system by avoiding the
17 waste and delay of repetitive proceedings. In addition, certifying the class will prevent inconsistent
18 adjudications of similar issues and claims.

19 5. For settlement purposes only, the Court finds that Plaintiffs are adequate class
20 representatives and appoint them as such. The Court further finds that D.Law, Inc., David Yeremian
21 & Associates, Inc., and Lavi & Ebrahimian, LLP have adequately represented Plaintiffs and the
22 Class in this litigation, and the Court appoints them as Class Counsel.

23 6. The Court appoints Apex Class Action, LLC to perform the duties of a Settlement
24 Administrator for the purpose of issuing the Class Notice and administering the Settlement.

25 7. The Court recognizes that certification under this Order is for *settlement purposes*
26 *only*, and shall not constitute or be construed as a finding by the Court, or an admission on the part
27 of Defendants, that this action is appropriate for class treatment for litigation purposes. Entry of this
28 Order is without prejudice to the rights of Defendants to oppose class certification in the actions,

1 should the proposed Settlement Agreement not be granted final approval.

2 **PRELIMINARY APPROVAL OF THE SETTLEMENT AGREEMENT**

3 8. The Court has reviewed the Settlement Agreement and the proposed Class Notice.
4 The Court finds, on a preliminary basis, that the Settlement Agreement appears to be within the
5 range of reasonableness of a settlement that could ultimately be given final approval by this Court.
6 It appears to the Court on a preliminary basis that:

7 a. The settlement amount is fair and reasonable to all Class Members when
8 balanced against the probable outcome of further litigation relating to liability and damages issues;

9 b. Extensive and costly investigation and research have been conducted such
10 that counsel for the parties at this time are reasonably able to evaluate their respective positions;

11 c. Settlement at this time will avoid additional substantial costs, such as those
12 that have already been incurred by both parties, as well as avoid the delay and risks that would be
13 presented by the further prosecution of this litigation; and

14 d. The proposed settlement has been reached as the result of intensive, serious,
15 and non-collusive arm's-length negotiations.

16 9. The Court further approves the following representative group of employees as
17 governed by the Settlement Agreement with respect to the PAGA claim:

18 A person employed by Defendants in California and classified as a non-exempt hourly
19 employee who worked for Defendants during the PAGA Period, which is from April
20 12, 2022 through April 27, 2025.

21 10. The Court grants approval of the PAGA Settlement pursuant to the terms and
22 conditions contained in the Settlement Agreement. The Court finds that the terms of the PAGA
23 Settlement are fair and reasonable and approves the PAGA Settlement pursuant to Labor Code
24 § 2699(l)(2).

25 11. Because a PAGA action is not a class action, Class Members may not opt out of, or
26 object to, the PAGA Settlement.

27 12. If the Court does not grant final approval of the Settlement Agreement, approval of
28 the PAGA Settlement will be vacated.

1 **APPROVAL OF DISTRIBUTION OF THE CLASS NOTICE**

2 **AND TIMELINE FOR SENDING CLASS NOTICE**

3 13. This Court finds that the Class Notice fairly and adequately advises the potential
4 Class Members of the terms of the Settlement and the process for the Class Members to obtain the
5 benefits available under the Settlement Agreement, as well as the right of Class Members to opt out
6 of the class, to file documentation in opposition to the proposed settlement, and to appear at the
7 settlement hearing to be conducted on the date set by the Court. The Court further finds that the
8 Class Notice and proposed distribution of such Class Notice by first-class mail to each identified
9 Class Member at their last known address comports with all constitutional requirements, including
10 those of due process under the United States and California constitutions, and meets the
11 requirements of Code of Civil Procedure § 382 and California Rules of Court rule 3.766.
12 Accordingly, good cause appearing therefore, the Court hereby approves the proposed Class Notice.

13 14. The Settlement Administrator shall cause the Class Notice to be mailed by first class
14 mail to all known members of the Class certified by this Court in this action to the most recent
15 address in Defendants' business records for each known member of the Class pursuant to the
16 Settlement Agreement. The mailing of the Class Notices directed in this Order constitutes the best
17 notice practicable under the circumstances and sufficient notice to all members of the Class.

18 15. The costs of settlement administration, including the cost of printing and mailing the
19 Class Notices, shall be paid from the Gross Settlement Amount. Such costs shall be withheld from
20 the Gross Settlement Amount by the Settlement Administrator pursuant to the terms of the
21 Settlement Agreement.

22 **EXCLUSIONS FROM THE SETTLEMENT**

23 16. Each member of the Class who wishes to be excluded from the Class must submit a
24 request to be excluded from the Settlement by the deadline set forth in the Class Notice. Any Class
25 Member who does not submit a timely request to be excluded from the Settlement consistent with
26 the terms of the Settlement Agreement shall be bound by the terms of the Settlement Agreement.

27 **OBJECTIONS TO SETTLEMENT**

28 17. Any member of the Class who has not timely elected to be excluded from the Class,

1 and who wishes to object to the fairness, reasonableness, or adequacy of the Settlement Agreement
2 or the proposed settlement, or to the award of attorneys' fees and costs, shall provide to the
3 Settlement Administrator a written statement of the objection, as well as the specific reasons, if any,
4 for each objection. The Settlement Administrator will promptly transmit any objections it receives
5 to Class Counsel and Defendants' counsel.

6 18. All written objections must be signed by the Class Member or the Class Member's
7 representative and include the information specified in the Class Notice.

8 19. A Class Member may appear either in person or through personal counsel at the Final
9 Approval Hearing to object to the Settlement. If represented by personal counsel, the counsel will
10 be hired at the Class Member's expense.

11 20. Class Counsel and Defendants' counsel shall promptly furnish each other with copies
12 of any and all objections or written requests for exclusion that come into their possession.

13 **FINAL APPROVAL HEARING**

14 21. The Court grants Plaintiffs' motion to set a settlement hearing for final approval of
15 the Settlement Agreement on _____, at _____ a.m./p.m. in Department 1 of this Court
16 ("Final Approval Hearing"), as set forth in the Class Notice, to determine whether the proposed
17 settlement of this action is fair, reasonable and adequate and should be finally approved. The Court
18 will also consider at the Final Approval Hearing whether applications for Plaintiffs' attorneys' fees
19 and costs and class representative service payments to Plaintiffs should be granted and, if so, in what
20 amounts.

21 22. Class Counsel shall file Plaintiffs' memorandum of points and authorities in support
22 of the final approval of the Settlement Agreement and their request for approval of the attorneys'
23 fees, litigation costs, and service payments no later than 16 court days prior to the Final Approval
24 Hearing. After the Final Approval Hearing, the Court may enter a Final Order and Final Judgment
25 in accordance with the Settlement Agreement that will adjudicate the rights of all Class Members.

26 23. All discovery and other pretrial proceedings in this action are stayed and suspended
27 until further order of this Court, except such actions as may be necessary to implement the
28 Settlement Agreement and this Order.

1 24. If, for any reason, the Court does not grant final approval of the Settlement, all
2 evidence and proceedings held in connection therewith shall be without prejudice to the status quo
3 ante rights of the parties to the litigation as more specifically set forth in the Settlement Agreement.

4 **IT IS SO ORDERED.**

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6 Dated: _____

JUDGE OF THE SUPERIOR COURT

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