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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.

FILED

Superior Court of California
County of Los Angeles

09/16/2026

David W. Slayton, Executive Officer / Clerk of Court

By: A. He Deputy

CLASS ACTION

Case No. 23STCV07076

Assigned for All Purposes To:
Hon. Theresa M. Traber
Dept.: SS-1

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT AGREEMENT;
FINAL JUDGMENT**

Final Approval Hearing:
Date: September 16, 2026
Time: 10:30 a.m.
Dept: SS-1

Complaint Filed: March 30, 2023
First Amended Complaint: June 5, 2023
Trial Date: None Set

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8 Attorneys for Plaintiff CINTIA SEVILLA,
on behalf of herself and others similarly situated,
9

ORDER

Plaintiffs Jose Maldonado and Cintia Sevilla (“Plaintiff”), on behalf of themselves and other similarly situated employees of Defendants TPS Solutions, Inc. (“Defendant TPS”), and MESH Logistics, Inc. (“Defendant MESH”) (“Defendants”) (collectively, “the Parties”), filed a Motion for Final Approval of Class Action and PAGA Settlement Agreement (“Motion”). The Motion was set for hearing on September 16, 2026, at 10:30 a.m. in Department 1 of the Los Angeles County Superior Court located at 312 North Spring Street, Los Angeles, CA 90012. The Court, having considered the Class Action and PAGA Settlement Agreement and Amended Class Action and PAGA Settlement Agreement (“Settlement Agreement” or “Settlement,” which is attached as **Exhibit 1** to the Declaration of Enoch J. Kim in Support of the Motion), the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval (“Notice,” which is attached as **Exhibit A** to the Settlement Agreement), all papers filed and proceedings, and having received no objections to approval of the Settlement, and determining that the Settlement is fair, adequate and reasonable, and otherwise being fully informed and good cause appearing,

IT IS ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. This Final Approval Order incorporates the Settlement Agreement. Unless otherwise provided, all capitalized terms used in this Final Approval Order shall have the same meaning as defined in the Settlement Agreement.

2. Consistent with the definitions provided in the Settlement Agreement, the Class consists of all persons employed by Defendants in California and classified as a non-exempt hourly employee who worked for Defendants during the Class Period.

3. Because adequate notice has been disseminated and all potential Class Members have been given an opportunity to opt out of the Settlement, the Court has jurisdiction over the subject matter of this proceeding and over all parties to this proceeding, including all Class Members. In addition, the Court has personal jurisdiction over all Class Members with respect to the Action and the Settlement.

4. Distribution of the Notice directed to the Class Members, as set forth in the

1 Settlement Agreement, has been completed in conformity with the Court's June 5, 2026, Order
2 Granting Preliminary Approval of Settlement ("Preliminary Approval Order"), including
3 individual notice to all Class Members who could be identified through reasonable effort, and
4 was the best notice practicable under the circumstances. The Notice provided due and adequate
5 notice of the proceedings and of the matters set forth in the Preliminary Approval Order,
6 including the proposed Settlement as set forth in the Settlement Agreement and fully satisfied the
7 requirements of California law, the California and United States Constitutions (including the Due
8 Process Clause), the requirements of Code of Civil Procedure § 382 and California Rules of
9 Court rule 3.766, and any other applicable law. The Notice also provided due and adequate
10 notice to Class Members of their right to exclude themselves from the Settlement, as well as their
11 right to object to the proposed Settlement.

12 5. For the reasons set forth in the Preliminary Approval Order and in the transcript
13 of the proceedings of the preliminary approval hearing, which are adopted and incorporated by
14 reference, the Court finds the Settlement was entered into in good faith and further finds that the
15 Settlement is fair, reasonable, and adequate, and in the best interests of the Class Members.
16 Plaintiffs have satisfied the standards and applicable requirements for final approval of this class
17 action Settlement under California law, including the provisions of California Code of Civil
18 Procedure section 382, California Rule of Court 3.769, and Federal Rule of Civil Procedure 23,
19 approved for use by the California state courts in *Vasquez v. Superior Court*, 4 Cal. 3d 800, 821
20 (1971).

21 6. The Court approves the Settlement as set forth in the Settlement Agreement and
22 finds that the Settlement is, in all respects, fair, adequate, and reasonable, and directs the Parties
23 to effectuate the Settlement according to the terms outlined in the Settlement Agreement. The
24 Court finds that the Settlement was reached as a result of intensive, serious, and non-collusive
25 arms-length negotiations. In granting final approval of the Settlement Agreement, the Court
26 considered the nature of the claims, the amounts and kinds of benefits paid in settlement, the
27 allocation of settlement proceeds among the Participating Class Members, and the fact that a
28 settlement represents a compromise of the Parties' respective positions rather than the result of a

1 finding of liability at trial. Additionally, the Court finds that the terms of the Settlement
2 Agreement had no obvious deficiencies and did not improperly grant preferential treatment to
3 any individual Class Member. Accordingly, the Court finds that the Settlement Agreement was
4 entered into in good faith.

5 7. As of the date Defendants fund the Gross Settlement Amount and employer
6 payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, all
7 Participating Class Members and all Aggrieved Employees shall be bound by the releases set
8 forth in the Settlement Agreement.

9 8. No Class Member has opted out from the Settlement; therefore, 100% of Class
10 Members are Participating Class Members.

11 9. Neither the Settlement nor any of the terms set forth in the Settlement Agreement
12 are admissions by Defendants, or any of the other Released Parties, of liability on any of the
13 allegations alleged in the Action, nor is this Final Approval Order a finding of the validity of any
14 claims in the Action, or of any wrongdoing by Defendants or any of the other Released Parties.

15 10. The Court confirms D.Law, Inc, David Yeremian & Associates, Inc., and Lavi &
16 Ebrahimian, LLP, as Class Counsel and finds that Class Counsel has adequately represented the
17 Class for purposes of entering into and implementing the Settlement.

18 11. The Court finds the \$900,000.00 Gross Settlement Amount provided for under the
19 Settlement to be fair and reasonable. Defendants are required to make all payments necessary to
20 fund the Settlement in accordance with the terms of the Settlement Agreement. The Court
21 approves the following deductions from the Gross Settlement Amount: (1) ^{\$300,000.00}~~\$315,000.00~~ for
22 attorneys' fees to Class Counsel; (2) \$32,986.04 for attorneys' litigation expenses to Class
23 Counsel; (3) Class Representative Service Payments of ^{\$7,500.00}~~\$10,000.00~~ to Plaintiff Jose Maldonado
24 and ^{\$7,500.00}~~\$10,000.00~~ to Plaintiff Cintia Sevilla; (4) PAGA Penalties of \$100,000.00 for claims
25 asserted under California's Private Attorneys General Act ("PAGA"), of which 75% will be
26 payable to the California Labor and Workforce Development Agency ("LWDA") and 25% will
27 be payable to the Aggrieved Employees on a *pro rata* basis; and (5) \$14,000.00 for
28 Administrator Expenses to Apex Class Action Administration ("Apex").

1 12. Pursuant to the terms of the Settlement, and the authorities, evidence, and
2 argument set forth in Class Counsel's application, an award of attorneys' fees in the amount of
3 ~~\$300,000.00~~ ~~\$315,000.00~~ and for costs and expenses in the amount of \$32,986.04 as final payment for and
4 complete satisfaction of any and all attorneys' fees and costs incurred by and/or owed to Class
5 Counsel is hereby granted. The Court finds that Class Counsel's request falls within the range of
6 reasonableness and that the result achieved justifies the award and that the requested expenses
7 were reasonably incurred. The payment of attorneys' fees and costs to Class Counsel shall be
8 made from the Gross Settlement Amount in accordance with the terms of the Settlement
9 Agreement.

10 13. It is ordered that Class Representative Service Payments of ~~\$10,000.00~~ ^{\$7,500.00} to Jose
11 Maldonado and ~~\$10,000.00~~ ^{\$7,500.00} to Plaintiff Cintia Sevilla is fair and reasonable as a service payment
12 for their service to the Class.

13 14. The Court further approves the payment of \$14,000.00 to Apex to cover the costs
14 of administration as provided for in the Settlement Agreement. The payment authorized by this
15 paragraph shall be made in accordance with the terms of the Settlement Agreement.

16 15. The Court also approves the PAGA Penalties payment of \$100,000.00 for claims
17 asserted under PAGA, with 75% (\$75,000.00) payable to the LWDA and the other 25%
18 (\$25,000.00) payable to the Aggrieved Employees on a *pro rata* basis (as defined in the
19 Settlement Agreement). The PAGA Penalties payment shall be made from the Gross Settlement
20 Amount in accordance with the terms of the Settlement Agreement.

21 16. The Court finds the settlement payments from the Net Settlement Amount
22 provided for under the Settlement Agreement to be fair and reasonable. Accordingly, the Court
23 approves and orders the calculations and the payments to be made and administered to the
24 Participating Class Members in accordance with the terms of the Settlement Agreement. It is
25 also ordered that, 180 days after the date of distribution of Individual Class Payments and
26 Individual PAGA Payments to the Class, all funds from any uncashed checks remaining in the
27 Net Settlement Amount shall be distributed to the Controller of the State of California to be held
28 pursuant to the Unclaimed Property Law, California Civil Code § 1500, *et seq.*, for the benefit of

1 those Participating Class Members who did not cash their checks until such time that they claim
2 their property.

Non-appearance

3 17. The Court shall examine the final accounting at a Compliance Hearing set on
4 June 30, 2027 at 4:00 p.m., with a final distribution report to be filed at least five court days before.

5 18. Defendants shall not be required to pay any additional amounts in connection with
6 the Settlement other than those amounts specifically set forth in the Settlement Agreement.

7 19. Without affecting the finality of the Settlement, this Order, or Final Judgment,
8 this Court shall, pursuant to California Rule of Court 3.769(h), retain exclusive and continuing
9 jurisdiction over the above-captioned action and the Parties, including all Participating Class
10 Members, relating to the Action and the administration, consummation, enforcement and
11 interpretation of the Settlement Agreement, this Final Approval Order, and for any other
12 necessary purpose.

13 20. The final order shall constitute the final judgment.

14 **IT IS SO ORDERED.**

15
16 Dated: September 16, 2026



Theresa M. Traber
Judge of the Superior Court