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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

ALEXANDER PEGUES, JR. and MANOLO PEREZ, individuals, on behalf of themselves and on behalf of all persons similarly situated,

Plaintiffs,

v.

ELINK RECRUITING SOLUTIONS, INC., a Georgia Corporation; GLOBAL MAIL, INC., an Ohio Corporation; and DOES 1-50, Inclusive,

Defendants.

Case No.: 22STCV18259

[PROPOSED] JUDGMENT

Date: February 10, 2026
Time: 10:00 a.m.

Judge: Hon. Carolyn B. Kuhl
Dept.: 12

1 Plaintiffs' motion for an order finally approving the Class Action and PAGA Settlement
2 Agreement ("Agreement") and Motion for Attorneys' Fees and Litigation Costs duly came on for
3 hearing on February 10, 2026, before the above-entitled Court. The parties having settled this
4 action and the Court having entered an Order Granting Motion for Final Approval of Class Action
5 and PAGA Settlement and good cause appearing therefor,

6 **IT IS HEREBY ORDERED, ADJUDICATED and DECREED THAT:**

7 1. The certification of the Class is confirmed for the purposes of settlement. The Class
8 is defined as "all non-exempt employees who are or previously were employed by eLink
9 Recruiting Solutions, Inc. and performed work at a Global Mail, Inc. facility in California during
10 the period of June 3, 2018, to November 14, 2024 (the "Class Period")."

11 2. All persons who meet the foregoing definition are Participating Class Members,
12 except for those individuals who filed a valid request for exclusion ("opt out") from the Class.

13 3. Except as set forth in the Agreement, the Order Granting Motion for Final
14 Approval of Class Action and PAGA Settlement and this Final Judgment, Plaintiffs, and all
15 members of the Class, shall take nothing in the Action. Each party shall bear its own attorneys'
16 fees and costs, except as otherwise provided in the Agreement, the Order Granting Motion for
17 Final Approval of Class Action and PAGA Settlement and in this Final Judgment.

18 4. The Court shall retain jurisdiction to construe, interpret, implement, and enforce the
19 Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to
20 supervise and adjudicate any dispute arising from or in connection with the distribution of
21 settlement benefits.

22 5. As of the date the Defendant funds the Gross Settlement Amount, Plaintiffs and
23 each Class Member who has not validly opted out has released the "Released Parties" from the
24 "Released Class Claims" as set forth in the Agreement.

25 6. As used in paragraph 5 above, the quoted terms have the meanings set forth below:

26 (a) The "Released Class Claims" are defined all class claims alleged, or
27 reasonably could have been alleged based on the facts alleged, in the operative complaint in the
28 Action which occurred during the Class Period, including, but not limited to, all claims for failure

1 to pay overtime wages and/or failure to pay overtime wages at the correct rate(s) of pay, failure to
2 pay all wages and minimum wages, failure to timely pay wages during employment, failure to
3 timely pay wages upon separation from employment, failure to provide accurate itemized
4 statements, failure to maintain records, failure to reimburse business expenses, unfair competition,
5 failure to provide meal periods or to pay required meal premiums in lieu thereof and failure to
6 provide rest periods or to pay required rest premiums in lieu thereof.

7 7. The “Released Parties” are defined as Defendant and each of their former and
8 present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors,
9 successors, assigns, subsidiaries, and affiliates.

10 8. As of the date the Defendant funds the Gross Settlement Amount, Plaintiffs and the
11 LWDA have released the Released Parties from the “Released PAGA Claims” for the “PAGA
12 Period” as set forth in the Agreement.

13 9. As used in paragraph 7 above, the quoted terms have the meanings set forth below:

14 (a) The “Released PAGA Claims” are defined as all claims for PAGA penalties
15 that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative
16 Complaint and the PAGA Notice, including, but not limited to, all claims for PAGA penalties
17 arising from allegations of failure to pay overtime wages and/or failure to pay overtime wages at
18 the correct rate(s) of pay, failure to pay all wages and minimum wages, failure to timely pay
19 wages during employment, failure to timely pay wages upon separation from employment, failure
20 to provide accurate itemized statements, failure to maintain records, failure to reimburse business
21 expenses, unfair competition, failure to provide meal periods or to pay required meal premiums in
22 lieu thereof and failure to provide rest periods or to pay required rest premiums in lieu thereof.

23 (b) The “PAGA Period” is defined as the period from April 1, 2021, to
24 November 14, 2024.

25 10. This Court hereby grants final approval and awards the following: (i) Fifty-Two
26 Thousand Six Hundred Thirty-One Dollars and Forty Cents (\$52,631.40) for the Attorneys’ Fees
27 and Litigation Costs comprised of Thirty Thousand Dollars and Zero Cents (\$30,000.00) for
28 attorneys’ fees and actually incurred litigation costs in the amount of Twenty-Two Thousand Six

1 Hundred Thirty-One Dollars and Forty Cents (\$22,631.40); (ii) the Class Representative Payments
2 to Class Representatives, Alexander Pegues, Jr., and Manolo Perez, in the amount of Five
3 Thousand Dollars and Zero Cents (\$5,000.00) to each Plaintiff; (iii) Administrator Expenses
4 Payment of Five Thousand, Eight Hundred Ninety Dollars and Zero Cents (\$5,890.00) to Apex
5 Class Action, LLC; (iv) Three Thousand, Seven Hundred Fifty Dollars and Zero Cents
6 (\$3,750.00) (75% of the PAGA Payment) to the Labor and Workforce Development Agency
7 (“LWDA Payment”); and One Thousand Two Hundred Fifty Dollars and Zero Cents (\$1,2500.00)
8 (25% of the PAGA Payment) allocated to the Individual PAGA Payments.

9 11. Plaintiff shall give notice of this Judgment to the Labor and Workforce
10 Development Agency within ten (10) days after entry of the Judgment or order pursuant to
11 California Labor Code section 2699(1)(3).

12
13 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO**
14 **ORDERED.**

15 DATED: _____, 2025
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18 _____
19 Hon. Carolyn B. Kuhl
20 JUDGE OF THE SUPERIOR COURT
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