

ZAKAY LAW GROUP, APLC
Shani O. Zakay (State Bar #277924)
shani@zakaylaw.com
Eden Zakay (State Bar #339536)
eden@zakaylaw.com
Nicole Noursamadi (State Bar #357246)
nicole@zakaylaw.com
Jennifer Gerstenzang (State Bar #279810)
jenny@zakaylaw.com
Jaclyn Joyce (State Bar #285124)
jaclyn@zakaylaw.com
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 255-9047

JCL LAW FIRM, APC
Jean-Claude Lapuyade (State Bar #248676)
jlapuyade@jcl-lawfirm.com
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 599-8292

Attorney for PLAINTIFFS

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] ORDER GRANTING FINAL APPROVAL

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 and Class
3 Representative Payments duly came on for hearing February 10, 2026, before the above-entitled
4 Court. Zakay Law Group, APLC, and the JCL Law Firm, APC, appeared on behalf of Plaintiffs
5 Alexander Pegues, Jr. and Manolo Perez (“Plaintiffs”). Tencer Sherman LLP appeared on behalf of
6 Defendant eLink Recruiting Solutions, Inc. (“Defendant eLink”), and Fisher & Phillips appeared on
7 behalf of Defendant Global Mail, Inc. (“Defendant Global”).

8 **I.**

9 **FINDINGS**

10 Based on the oral and written argument and evidence presented in connection with the
11 motion, the Court makes the following findings:

12 1. All capitalized terms used herein shall have the same meaning as defined in
13 the Agreement.

14 2. This Court has jurisdiction over the subject matter of this litigation pending
15 in the California Superior Court for the County of Los Angeles (“Court”), Case No. 22STCV18259,
16 entitled *Alexander Pegues v. eLink Recruiting Solutions, Inc.*, and over all Parties to this litigation,
17 including the Class.

18 **Preliminary Approval of the Settlement**

19 3. On September 18, 2025, the Court granted preliminary approval of a class-
20 wide settlement. At this same time the court approved certification of a provisional settlement class
21 for settlement purposes only. The Court confirms this Order and finally approves the settlement
22 and the certification of the Class.

23 **Notice to the Class**

24 4. In compliance with the Preliminary Approval Order, the Class Notice was
25 mailed by first class mail to the Class Members at their last known addresses on November 13, 2025.
26 Mailing of the Class Notice to their last known addresses was the best notice practicable under the
27 circumstances and was reasonably calculated to communicate actual notice of the litigation and the
28

1 proposed settlement to the members of the Class Members. The Court finds that the Class Notice
2 provided fully satisfies the requirements of California Rules of Court, rule 3.769.

3 5. The Extended Response Deadline for opting out or objecting was January 12,
4 2026. There was an adequate interval between notice and deadline to permit Class Members to
5 choose what to do and act on their decision. No Class Members objected. Zero (0) Class Members
6 requested exclusion.

7 **Fairness Of The Settlement**

8 6. The Agreement provides for a Gross Settlement Amount of \$90,000.00. The
9 Agreement is entitled to a presumption of fairness. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th
10 1794, 1801.)

11 a. The settlement was reached through arms-length bargaining between
12 the Parties. There is no evidence of any collusion between the Parties in reaching the proposed
13 settlement.

14 b. The Parties' investigation and discovery have been sufficient to allow
15 the Court and counsel to act intelligently.

16 c. Counsel for all parties are experienced in similar employment class
17 action litigation and have previously settled similar class claims on behalf of employees claiming
18 compensation. All counsel recommended approval of the Settlement.

19 d. No objections were received. Zero (0) requests for exclusion were
20 received.

21 e. The participation rate is unanimous. 100% of Class Members will be
22 participating in the Settlement and will be sent settlement payments.

23 7. The consideration to be given to the Participating Class Members under the
24 terms of the Agreement is fair, reasonable, and adequate considering the strengths and weaknesses
25 of the claims asserted in this Action and is fair, reasonable, and adequate compensation for the
26 release of the Released Class Claims and Released PAGA Claims, given the uncertainties and risks
27 of the litigation and the delays which would ensue from continued prosecution of the Action.

1 8. The Agreement is finally approved as fair, adequate, and reasonable and in
2 the best interests of the Participating Class Members.

3 **PAGA Payment**

4 9. The Agreement provides for a payment of PAGA Payment in the amount of
5 \$5,000.00. The Court has reviewed the PAGA Payment and finds and determines that the PAGA
6 Payment and the allocation of \$3,750.00 to the Labor and Workforce Development Agency
7 (“LWDA Payment”) and \$1,250.00 to Aggrieved Employees (“Individual PAGA Payment”) is fair
8 and reasonable and complies with the requirements set forth in *Moniz v. Adecco USA, Inc.* (2021)
9 72 Cal.App.5th 56.

10 **Attorneys’ Fees and Litigation Costs**

11 10. The Agreement provides for a payment for Attorneys’ Fees and Litigation
12 Costs in the amount of up to Fifty-Five Thousand Dollars and Zero Cents (\$55,000.00). Subject to
13 Court approval, the Attorneys’ Fees and Litigation Costs consist of attorneys’ fees equal to one-
14 third of the Gross Settlement Amount, or Thirty Thousand Dollars and Zero Cents (\$30,000.00),
15 and reimbursement of litigation expenses in the amount of up to Twenty-Five Thousand Dollars and
16 Zero Cents (\$25,000.00).

17 11. An Attorneys’ Fees and Litigation Costs payment of up to Fifty-Five
18 Thousand Dollars and Zero Cents (\$55,000.00) comprised of attorneys’ fees in the amount of Thirty
19 Thousand Dollars and Zero Cents (\$30,000.00) and reimbursement of litigation expenses in the
20 amount of Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) is reasonable in light of the
21 contingent nature of Class Counsel’s fee, the hours worked by Class Counsel, and the results
22 achieved by Class Counsel. The requested attorneys’ fee award represents one-third of the common
23 fund, which is reasonable, and is supported by Class Counsel’s lodestar.

24 **Class Representative Payments**

25 12. The Agreement provides for a Class Representative Payment of up to Five
26 Thousand Dollars and Zero Cents (\$5,000.00) to each Plaintiff, subject to the Court’s approval. The
27 Court finds that the amount of Five Thousand Dollars and Zero Cents (\$5,000.00) to each Plaintiff
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1 is reasonable in light of the risks and burdens undertaken by the Plaintiffs in this class action
2 litigation.

3 **Administration Expenses Payment**

4 13. The Agreement provides for Administration Expenses Payment to be paid in
5 an amount not to exceed \$5,890.00. The Declaration of the Administrator provides that the actual
6 claims Administration Expenses Payment were \$5,890.00. The amount of this payment is
7 reasonable in light of the work performed by the Administrator.

8 **II.**

9 **ORDERS**

10 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

11 1. The Class is certified for the purposes of settlement only. The Participating
12 Class is hereby defined to include:

13 All non-exempt employees who are or previously were employed by eLink and
14 performed work at a Global Mail facility in California during the period of June 3,
15 2018, to November 14, 2024 (the “Class Period”).

16 2. There are 395 members of the Class. Every person in the Class who did not
17 opt out is a Participating Class Member. After providing Notice to the Class, there are zero opt-outs
18 to the Settlement.

19 3. The Agreement is hereby approved as fair, reasonable, adequate, and in the
20 best interest of the Class. The Parties are ordered to effectuate the Settlement in accordance with
21 this Order and the terms of the Agreement.

22 4. Defendant shall fund the Gross Settlement Amount on the Funding Date. In
23 exchange the Participating Class Members shall release the “Released Parties” from the “Released
24 Class Claims” and Plaintiff and the LWDA shall release the “Released Parties” from the “Released
25 PAGA Claims.”

26 a. The “Released Parties” Defendants and each of their former and
27 present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors,
28 successors, assigns, subsidiaries, and affiliates.

1 b. The “Released Class Claims” are defined as all claims that were
2 alleged, or reasonably could have been alleged, based on the facts stated in the Operative
3 Complaint, including, but not limited to, all claims for failure to pay overtime wages and/or failure
4 to pay overtime wages at the correct rate(s) of pay, failure to pay all wages and minimum wages,
5 failure to timely pay wages during employment, failure to timely pay wages upon separation from
6 employment, failure to provide accurate itemized statements, failure to maintain records, failure to
7 reimburse business expenses, unfair competition, failure to provide meal periods or to pay
8 required meal premiums in lieu thereof and failure to provide rest periods or to pay required rest
9 premiums in lieu thereof.

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

19 5. Class Counsel are awarded attorneys’ fees in the amount of Fifty-Two
20 Thousand Six Hundred Thirty-One Dollars and Forty Cents (\$52,631.40) for the Attorneys’ Fees
21 and Litigation Costs comprised of attorneys’ fees in the amount of Thirty Thousand Dollars and
22 Zero Cents (\$30,000.00) and actually incurred litigation costs in the amount of Twenty-Two
23 Thousand Six Hundred Thirty-One Dollars and Forty Cents (\$22,631.40). Class Counsel shall not
24 seek or obtain any other compensation or reimbursement from Defendant, Plaintiffs, or members of
25 the Class.

26 6. The payment of the Class Representative Payment to each Plaintiff in the
27 amount of \$5,000.00 is approved.

1 7. The payment of \$5,890.00 to the Administrator for the Administration
2 Expenses Payment is approved.

3 8. The PAGA Payment of \$5,000.00 is hereby approved as fair, reasonable,
4 adequate, and adequately protects the interests of the public and the LWDA. Further, the Court
5 finds that Plaintiff and Class Counsel negotiated the PAGA Penalties at arms-length, absent of any
6 fraud or collusion.

7 9. Final Judgment is hereby entered in this action. The Final Judgment shall
8 bind each Participating Class Member.

9 10. Final Judgment shall also bind Plaintiffs, acting on behalf of the State of
10 California and all Aggrieved Employees, pursuant to the California Private Attorneys' General Act
11 ("PAGA").

12 11. The Court further finds and determines that Class Counsel satisfied California
13 Labor Code § 2699(l)(2) by giving the LWDA notice of the proposed Settlement of claims arising
14 under the Private Attorney General Act ("PAGA") on June 23, 2025.

15 12. The Court orders Class Counsel to comply with California Labor Code §
16 2699(l)(3) by providing the LWDA a copy of this order within ten (10) calendar days of the Court's
17 entry of this Order.

18 13. The Agreement is not an admission by Defendant, nor is this Final Approval
19 Order and Judgment, a finding of the validity of any claims in the Action or of any wrongdoing by
20 Defendants. Neither this Final Approval Order, the Settlement, nor any document referred to herein,
21 nor any action taken to carry out the Settlement is, may be construed as, or may be used as an
22 admission by or against Defendants of any fault, wrongdoing, or liability whatsoever. The entering
23 into or carrying out of the Agreement, and any negotiations or proceedings related thereto, shall not
24 in any event be construed as, or deemed to be evidence of, an admission or concession with regard
25 to the denials or defenses by Defendants and shall not be offered in evidence in any action or
26 proceeding against Defendants in any court, administrative agency or other tribunal for any purpose
27 as an admission whatsoever other than to enforce the provisions of this Final Approval Order and
28 Judgment, the Settlement, or any related agreement or release. Notwithstanding these restrictions,

1 any of the Parties may file in the Action or in any other proceeding this Final Approval Order and
2 Judgment, the Agreement, or any other papers and records on file in the Action as evidence of the
3 Settlement to support a defense of res judicata, collateral estoppel, release, or other theory of claim
4 or issue preclusion or similar defense as to the claims being released by the Settlement.

5 14. Notice of entry of this Final Approval Order and Judgment shall be given to
6 Class Counsel on behalf of Plaintiffs and all Participating Class Members. It shall not be necessary
7 to send notice of entry of this Final Approval Order and Judgment to individual Participating Class
8 Members and the Final Approval Order and Judgment shall be posted on the Administrator's
9 website as indicated in the Class Notice.

10 15. After entry of Final Judgment, the Court shall retain jurisdiction to construe,
11 interpret, implement, and enforce the Settlement, to hear and resolve any contested challenge to a
12 claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in
13 connection with the distribution of settlement benefits.

14 16. If the Settlement does not become final and effective in accordance with the
15 terms of the Settlement, resulting in the return and/or retention of the Gross Settlement Amount to
16 Defendant consistent with the terms of the Settlement, then this Final Approval Order and Judgment,
17 and all orders entered in connection herewith shall be rendered null and void and shall be vacated.

18 **IT IS SO ORDERED.**

19 DATED: _____, 2025
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22 _____
23 Hon. Carolyn B. Kuhl
24 JUDGE OF THE SUPERIOR COURT
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