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

Date: August 28, 2025

Time: 10:30 a.m.

Judge: Hon. Carolyn B. Kuhl

Dept.: 12

1 This matter having come before the Honorable Judge Carolyn B. Kuhl of the Superior Court of
2 the State of California, in and for the County of Los Angeles, at 10:30 a.m. on August 28, 2025, with
3 Jean-Claude Lapuyade, Esq., of JCL Law Firm, APC and Shani O. Zakay, Esq. of Zakay Law Group,
4 APLC, as counsel for Plaintiffs ALEXANDER PEGUES, JR. and MANOLO PEREZ (hereinafter
5 collectively “Plaintiffs”), Jessica L. Mulvaney, Esq. and Sam Sherman, Esq. of Tencer Sherman LLP
6 appearing for Defendant ELINK RECRUITING SOLUTIONS, INC. (“eLink Recruiting”), and Shaun
7 J. Voigt, Esq., Christopher J. Boman, Esq., and Kristina Noel Buan, Esq. appearing for Defendant
8 GLOBAL MAIL, INC. (“Global Mail”) (hereinafter collectively referred to as “Defendants”). The
9 Court, having carefully considered the briefs, argument of counsel and all the matters presented to the
10 Court, and good cause appearing, hereby GRANTS Plaintiffs’ Motion for Preliminary Approval of
11 Class Action and PAGA Settlement.

12 **IT IS HEREBY ORDERED:**

13 1. The Court preliminarily approves the Class Action and PAGA Settlement Agreement
14 (“Settlement Agreement” or “Agreement”), a true and correct copy of which is attached to the
15 Declaration of Jackland K Hom, Esq. as Exhibit “1.” This is based on the Court’s determination that
16 the Settlement Agreement is within the range of possible final approval, pursuant to the provisions of
17 Section 382 of the California Code of Civil Procedure and California Rules of Court, rule 3.769.

18 2. This Order incorporates by reference the definitions in the Agreement, and all terms
19 defined therein shall have the same meaning in this Order as set forth in the Agreement.

20 3. Subject to the terms of the Settlement Agreement, the Total Settlement Amount that
21 Defendants shall pay is Ninety Thousand Dollars and Zero Cents (\$90,000.00). It appears to the Court
22 on a preliminary basis that the settlement amount and terms are fair, adequate, and reasonable as to all
23 Class Members when balanced against the probable outcome of further litigation relating to
24 certification, liability, and damages issues. It further appears that investigation and research have been
25 conducted such that counsel for the Parties are able to reasonably evaluate their respective positions. It
26 further appears to the Court that settlement at this time will avoid substantial additional costs by all
27 Parties, as well as avoid the delay and risks that would be presented by the further prosecution of the
28 litigation. It further appears that the Settlement has been reached as the result of intensive, serious, and

1 non-collusive arms-length negotiations.

2 4. The Court preliminarily finds that the Settlement appears to be within the range of
3 reasonableness of a settlement that could ultimately be given final approval by this Court. The Court
4 has reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily
5 finds that the monetary settlement awards made available to the Class Members are fair, adequate, and
6 reasonable when balanced against the probable outcome of further litigation relating to certification,
7 liability, and damages issues.

8 5. Plaintiffs seek Attorneys' Fees in the amount of up to one-third of the Gross Settlement
9 Amount for attorneys' fees, currently estimated at Thirty Thousand Dollars and Zero Cents
10 (\$30,000.00), Litigation Costs incurred not to exceed Twenty-Five Thousand Dollars (\$25,000.00), and
11 proposed Class Representative Payments to each of the Class Representatives, Alexander Pegues, Jr.
12 and Manolo Perez, in an amount not to exceed Five Thousand Dollars and Zero Cents (\$5,000.00) to
13 each Class Representative. While these awards appear to be within the range of reasonableness, the
14 Court will not approve the Attorneys' Fees and Litigation Costs Payment or the Class Representative
15 Payments until the Final Approval Hearing.

16 6. The Court recognizes that Plaintiffs and Defendants stipulate and agree to certification
17 of a class for settlement purposes only. This stipulation will not be deemed admissible in this, or any
18 other proceeding should this Settlement not become final. For settlement purposes only, the Court
19 conditionally certifies the following Class:

20 "all non-exempt employees who are or previously were employed by eLink
21 and performed work at a Global Mail facility in California during the Class
22 Period [June 3, 2018 to November 14, 2024]."

23 7. The Court concludes that, for settlement purposes only, the Class meets the requirements
24 for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is
25 ascertainable and so numerous that joinder of all members of the Class Members is impracticable; (b)
26 common questions of law and fact predominate, and there is a well-defined community of interest
27 amongst the Class Members with respect to the subject matter of the litigation; (c) the claims of the
28 Class/PAGA Representatives are typical of the claims of the Class Members; (d) the Class/PAGA

1 Representatives will fairly and adequately protect the interests of the Class Members; (e) a class action
2 is superior to other available methods for the efficient adjudication of this controversy; and (f) Class
3 Counsel are qualified to act as counsel for the Class Representatives in their individual capacities and
4 as the representative of the Class Members.

5 8. The Court provisionally appoints plaintiffs ALEXANDER PEGUES, JR. and MANOLO
6 PEREZ as the representatives of the Class.

7 9. The Court provisionally appoints Jean-Claude Lapuyade, Esq., of the JCL Law Firm,
8 APC and Shani Zakay, Esq. of the Zakay Law Group, APLC as Class Counsel for the Class Members.

9 10. The Court hereby approves, as to form and content, the Proposed Notice of Class Action
10 Settlement (“Class Notice”) attached to the Agreement as Exhibit “A.” The Court finds that both notices
11 appear to fully and accurately inform the Class Members and Aggrieved Employees of all material
12 elements of the proposed Settlement, including right of any Class Member to be excluded from the
13 Class by submitting a written request for exclusion, and of each Class Member’s right and opportunity
14 to object to the Settlement. The Court further finds that the distribution of the notices substantially in
15 the manner and form set forth in the Agreement and this Order meets the requirements of due process,
16 is the most reasonable notice under the circumstances, and shall constitute due and sufficient notice to
17 all persons entitled thereto. The Court orders the mailing of the notices by first class mail, pursuant to
18 the terms set forth in the Agreement.

19 11. The Court hereby appoints Apex Class Action, LLC as Settlement Administrator. No
20 later than ten (10) calendar days after the Court grants Preliminary Approval of the Settlement,
21 Defendants shall provide to the Settlement Administrator the Class Data, including information
22 regarding Class Members that Defendants will in good faith compile from its records, including each
23 Class Member’s full name; last known address; last known phone number; Social Security Number;
24 and number of Class Period Workweeks and PAGA Periods. Within fourteen (14) days after receiving
25 the Class Data from Defendants, the Settlement Administrator shall mail the Class Notice to all
26 identified, potential Class Members via first class U.S. Mail and electronic mail using the most current
27 mailing address information available as identified by the Settlement Administrator.

28 12. The Court hereby preliminarily approves the proposed procedure for exclusion from the

1 Settlement. Any Class Member may individually choose to opt out of and be excluded from the
2 Settlement as provided in the Class Notice by following the instructions for requesting exclusion from
3 the Settlement of the Released Class Claims that are set forth in the Class Notices. All requests for
4 exclusion must be postmarked or received by the Response Deadline, which is forty-five (45) calendar
5 days after the date the Class Notice is mailed to the Class Members or, in the case of a re-mailed Class
6 Notice, not more than fourteen (14) calendar days beyond the original Response Deadline. Any such
7 person who chooses to opt out of and be excluded from the Settlement will not be entitled to an
8 Individual Class Payment under the Settlement and will not be bound by the Settlement, or have any
9 right to object, appeal or comment thereon. Class Members who have not requested exclusion shall be
10 bound by all determinations of the Court, the Agreement, and Judgment. A request for exclusion may
11 only opt out that particular individual, and any attempt to affect an opt-out of a group, class, or subclass
12 of individuals is not permitted and will be deemed invalid.

13 13. Any Class Member who has not opted out may appear at the final approval hearing and
14 may object or express the Class Member's views regarding the Settlement and may present evidence
15 and file briefs or other papers that may be proper and relevant to the issues to be heard and determined
16 by the Court as provided in the Class Notice. Class Members will have forty-five (45) calendar days
17 from the date the Settlement Administrator mails the Class Notice to postmark their written objections
18 to the Settlement Administrator.

19 14. A hearing on Plaintiffs' Motion for Final Approval of Class Action Settlement and
20 Plaintiffs' Motion for Attorneys' Fees, Litigation Costs, and Class Representative Payments shall be
21 held before this Court on _____ at ____ AM in Department 12 of the Los Angeles
22 County Superior Court to determine all necessary matters concerning the Settlement, including:
23 whether the proposed settlement of the Action on the terms and conditions provided for in the
24 Agreement is fair, adequate and reasonable and should be finally approved by the Court; whether an
25 Order Granting Final Approval should be entered herein; whether the plan of allocation contained in
26 the Agreement should be approved as fair, adequate and reasonable to the Class; and to finally approve
27 the Attorneys' Fees and Litigation Costs, Class Representative Payments, and the Administration
28 Expenses Payment. All papers in support of the motion for final approval and the motion for Attorneys'

1 Fees and Litigation Costs and Class Representative Payments shall be filed with the Court and served
2 on all counsel no later than sixteen (16) court days before the Final Approval Hearing.

3 15. Neither the Settlement nor any exhibit, document, or instrument delivered thereunder
4 shall be construed as a concession or admission by Defendants in any way, and shall not be used as
5 evidence of, or used against Defendants as, an admission or indication in any way, including with
6 respect to any claim of any liability, wrongdoing, fault, or omission by Defendants or with respect to
7 the truth of any allegation asserted by any person. Whether or not the Settlement is finally approved,
8 neither the Settlement, nor any exhibit, document, statement, proceeding or conduct related to the
9 Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered or admitted
10 in evidence as, received as or deemed to be evidence for any purpose adverse to the Defendants,
11 including, but not limited to, evidence of a presumption, concession, indication or admission by
12 Defendants of any liability, fault, wrongdoing, omission, concession or damage.

13 16. In the event the Settlement does not become effective in accordance with the terms of the
14 Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails to become
15 effective for any reason, this Order shall be rendered null and void and shall be vacated, and the Parties
16 shall revert to their respective positions as of before entering into the Agreement. In such an event, the
17 Court's orders regarding the Settlement, including this Preliminary Approval Order, shall not be used
18 or referred to in litigation for any purpose. Nothing in this paragraph is intended to alter the terms of
19 the Settlement Agreement with respect to the effect of the Settlement Agreement if it is not approved.

20 17. Pending final determination of whether the Settlement should be approved, the Class
21 Representatives and all Class Members are barred and enjoined from filing, commencing, prosecuting,
22 intervening in, instigating or in any way participating in the commencement or prosecution of any
23 lawsuit, action or administrative, regulatory, arbitration or other proceeding, in any forum, asserting
24 any claims that are, or relate in any way to, the Released Class Claims, unless and until they submit a
25 timely request for exclusion pursuant to the Agreement.

26 18. The Court reserves the right to adjourn or continue the date of the final approval hearing
27 and all dates provided for in the Agreement without further notice to Class Members and retains
28 jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

1 19. Counsel for the parties are hereby authorized to utilize all reasonable procedures in
2 connection with the administration of the Settlement which are not materially inconsistent with either
3 this Order or the terms of the Settlement.

4
5 IT IS SO ORDERED.

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7 Dated: _____

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9 JUDGE OF THE SUPERIOR COURT
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