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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

APR 24 2026

Leanne M. Landeros
BY: LEANNE M. LANDEROS Deputy

Attorneys for Plaintiff ANA BERNAL,
as an individual and on behalf of all
employees similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNADINO

ANA BERNAL, as an individual and on behalf of
all employees similarly situated,

Case No.: CIVSB2412062

[Assigned for all purposes to Hon. Michael A
Sachs]

Plaintiff,

CLASS AND PAGA REPRESENTATIVE
ACTION

v.

ONUS GLOBAL FULFILLMENT
SOLUTIONS LLC, a California Limited
Liability Company; MOONSHENG LLC, a
California Limited Liability Company; DOES
1 through 50, inclusive,

MS
**AMENDED [~~PROPOSED~~] ORDER
GRANTING FINAL APPROVAL OF
CLASS AND PAGA REPRESENTATIVE
ACTION SETTLEMENT; JUDGMENT
THEREON**

Defendants.

Action Filed: April 10, 2024
Trial Date: Not Set

1 **TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

2 This matter came on for hearing on December 3, 2025, upon the Motion for Final Approval of
3 the proposed settlement of this action on the terms set forth in the CLASS ACTION AND PAGA
4 REPRESENTATIVE ACTION SETTLEMENT AGREEMENT (the “Agreement” or “Settlement”) *see*
5 Declaration of Lilit Tunyan in Support of Plaintiff’s Motion for Final Approval of Class and PAGA
6 Representative Action Settlement [“Tunyan Decl.”], at Exh. 1) and the Court granted final approval and
7 entered judgment on December 3, 2025.

8 On July 21, 2025, the Court entered the order granting preliminary approval of class and PAGA
9 representative action settlement (“Preliminary Approval Order”), thereby preliminarily approving the
10 Settlement.

11 On August 18, 2025, the Class Notice was mistakenly mailed by the Settlement Administrator to
12 277 Class Members instead of 297 Class Members since the Settlement Administrator inadvertently
13 omitted 20 Class Members from the class list.

14 After discovering the Settlement Administrator’s inadvertent mistake after December 3, 2025
15 when this Court granted final approval of the Settlement and entered judgment, the Parties filed a joint
16 stipulation seeking leave of the Court to resend the Class Notice to Class Members and to amend the
17 Court order dated July 21, 2025 granting preliminary approval of the Settlement to comply to the Class
18 Notice requirements set forth in California Rules of Court 3.766(d) and (e).

19 On February 5, 2026, the Court granted the Parties joint stipulation seeking leave of the Court to
20 resend the Class Notice to all 297 Class Members, approved the revised updated language of the Class
21 Notice, approved the revised Gross Settlement Amount of \$282,779.32 as a result of the triggered
22 Escalator Clause resulting in 13.11% increase over the Gross Settlement Amount.

23 On February 5, 2026, the Court signed an Amended Order Granting Preliminary Approval of
24 Class and PAGA Representative Action Settlement (“Amended Preliminary Approval Order”) and
25 ordered the Settlement Administrator to resend the revised Class Notice to all 297 Class Members.

26 On February 13, 2026, the updated Class Notice was mailed to all 297 Class Members with
27 the response deadline of March 30, 2026, i.e. 45 days after mailing.

28 According to the Amended Preliminary Approval Order, the Parties were ordered to

1 submit another joint stipulation accompanied with the Settlement Administrator's declaration
2 attesting that the Class Notices were mailed to all 297 Class Members and whether any exclusion
3 requests, objections or workweek disputes are received from Class Members, and submit a
4 revised proposed order granting final approval of the Settlement and entering Judgment
5 concurrently with that joint stipulation.

6 No Class Members submitted any requests for exclusion, notices of objection or workweek
7 disputes after resending the Class Notice to all 297 Class Members.

8 Having reviewed the Settlement Agreement, the Parties' joint stipulation regarding the report on
9 resent Class Notice and seeking to amend the Order granting final approval of the Settlement and
10 entering judgment dated December 3, 2025, and duly considered the parties' papers and good cause
11 appearing:

12 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

13 1. This Order incorporates by reference the definitions in the Agreement, and all capitalized
14 terms defined therein shall have the same meaning in this Order as set forth in the Agreement.

15 2. The Court finds that the terms of the proposed Settlement are fair, reasonable, and
16 adequate, pursuant to California Code of Civil Procedure § 382 and California Rule of Court 3.769, et
17 seq. have been satisfied with respect to the Class and the Settlement. The Court hereby makes final its
18 earlier provisional certification of the Class for settlement purposes, as set forth in the Preliminary
19 Approval Order.

20 3. The following persons are certified as Class Members solely for the purpose of entering
21 a settlement in this matter:

22 All current and former non-exempt employees of Defendant Onus Global Fulfillment
23 Solutions LLC and all current and former non-exempt employees of Defendants
24 MoonSheng LLC and Alpha VII, LLC who were placed to work for Defendant Onus
25 Global Fulfillment Solutions LLC within the State of California at any time during the
26 Class Period (the "Class Period" is from April 10, 2020 through April 15, 2025.)
27 "Participating Class Members" are those Class Members who do not submit timely
28 exclusion requests to the Settlement Administrator. (Settlement, ¶¶ 1.5, 1.9, 1.12, 1.35.)

29 4. The following persons are PAGA Group Employees for the purpose of entering a
30 settlement in this matter:

1 All current and former non-exempt employees of Defendant Onus Global Fulfillment
2 Solutions LLC and all current and former non-exempt employees of Defendants
3 MoonSheng LLC and Alpha VII, LLC who were placed to work for Defendant Onus
4 Global Fulfillment Solutions LLC within the State of California at any time during the
5 PAGA Period (the “PAGA Period” is from April 10, 2023 through April 15, 2025.)
6 PAGA Group Members cannot opt out of the settlement of the PAGA claim.
7 (Settlement, ¶¶ 1.4, 1.31, 7.5.4.)

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5. The revised Notice of Class and PAGA Action Settlement (“Notice”), that was remailed to the Class Members on February 13, 2026, fully and accurately informed the Class Members of all material elements of the Settlement and of their opportunity to participate in, object to or comment thereon, or to seek exclusion from, the Class Settlement; was the best notice practicable under the circumstances; was valid, due, and sufficient notice to all Class Members; and complied fully with the laws of the State of California, the United States Constitution, due process and other applicable law. The Notice Packet fairly and adequately described the Settlement and provided the Class Members with adequate instructions and a variety of means to obtain additional information.

6. No Class Members submitted any requests for exclusion, notices of objection or workweek disputes.

7. The Court hereby grants final approval of the Settlement and finds that it is reasonable and adequate, and in the best interests of the Class as a whole. More specifically, the Court finds that the Settlement was reached following meaningful discovery and investigation conducted by Tunyan Law, APC (“Class Counsel”); that the Settlement is the result of serious, informed, adversarial, and arms-length negotiations between the parties; and that the terms of the Settlement are in all respects fair, adequate, and reasonable. In so finding, the Court has considered all of the evidence presented, including evidence regarding the strength of Plaintiff’s claims; the risk, expense, and complexity of the claims presented; the likely duration of further litigation; the amount offered in the Settlement; the extent of investigation and discovery completed; and the experience and views of Class Counsel. The Court has further considered the absence of notices of objection submitted by Class Members. Accordingly, the Court hereby directs that the Settlement be affected in accordance with the Settlement Agreement and the following terms and conditions.

8. A full opportunity has been afforded to the Class Members to participate in the Final

1 Approval Hearing set for December 3, 2025. All 297 Class Members also have had a full and fair
2 opportunity to exclude themselves from the Class Settlement upon receipt of the revised Notice remailed
3 to all 297 Class Members on February 13, 2026. Accordingly, the Court determines that all Class
4 Members who have not submitted a valid and timely Request for Exclusion (“Participating Class
5 Members”) and PAGA Group Employees are bound by this Amended Final Approval Order and
6 Judgment.

7 9. The Released Class Claims are as set forth in the Settlement Agreement and Notice.

8 10. The Released PAGA Claims are as set forth in the Settlement Agreement and Notice.

9 11. The Gross Settlement Amount of the Settlement is \$ 282,779.32 (plus Defendant’s
10 employer share of taxes), from which the following estimated awards shall be deducted: \$10,000.00 for
11 Service Payment to Plaintiff, \$94,259.77 for attorneys’ fees, \$10,860.93 in litigation costs, \$6,950.00 in
12 administration costs, and \$20,000 as a PAGA Allocation (with 75% (\$15,000.00 allocated to LWDA
13 and 25% (\$5,000.00) to PAGA Employees). The remaining Net Class Settlement Amount (which
14 excludes the employer share of taxes and includes PAGA allocation of \$5,000.00 to PAGA Group
15 Employees) of at least \$145,708.62 shall be paid to the Class Members and PAGA Group Employees in
16 accordance with the terms of the Settlement Agreement. The Court finally approves the estimated Net
17 Settlement Payment of at least **\$145,708.62** to Class Members and PAGA Group Employees in
18 accordance with the distribution formulas provided in the Settlement Agreement.

19 12. The Settlement Administrator was ordered to keep the Gross Settlement Amount of
20 \$250,000.00 funded by Defendants after December 3, 2025 final approval in the Qualified Settlement
21 Fund account opened for this action until the Class Notice process of remailing the revised Class Notice
22 is completed and the Settlement Administrator’s receipt of the revised Court order granting final
23 approval of the Settlement and entering judgment.

24 13. Defendants are ordered to fund the additional increased Gross Settlement Amount of
25 \$32,779.32 and the employer’s share of payroll taxes in connection with the wages portion of the
26 Settlement shares to the Settlement Administrator within 15 days after entry of this Amended Final
27 Approval Order and Judgment. The additional Gross Settlement Amount of \$32,779.32 will be funded as
28 follows: Defendants MoonSheng LLC and Onus Global Fulfillment Solutions LLC shall fund

1 \$21,852.88; Defendant Alpha VII, LLC shall fund \$10,926.44.

2 14. The Settlement Administrator is ordered to disburse the Gross Settlement Amount to the
3 Class Members, PAGA Employees, Plaintiff, the LWDA and Class Counsel within 15 days after the
4 receipt of the additional Gross Settlement Amount of \$32,779.32 and the employer's share of payroll
5 taxes in connection with the wages portion of the Settlement shares.

6 15. Plaintiff ANA BERNAL is appointed as the Class Representative. The Court finds that
7 the Service Payment sought is fair and reasonable for the work performed by Plaintiff on behalf of the
8 Class, the State of California, and the PAGA Employees. It is hereby ordered that the Settlement
9 Administrator issue payment in the amount of **\$10,000.00** to Plaintiff for her Service Payment, according
10 to the terms set forth in the Settlement Agreement.

11 16. The Court appoints ILYM Group, Inc. to act as the Settlement Administrator, pursuant to
12 the terms set forth in the Agreement. The Court finds that payment of Settlement Administration Fees in
13 the amount of \$6,950.00 is appropriate for the services performed and costs incurred and to be incurred
14 for the notice and settlement administration process. It is hereby ordered that the Settlement
15 Administrator, ILYM Group, Inc. shall issue payment to itself in the amount of **\$6,950.00**, in accordance
16 with the terms set forth in Settlement Agreement.

17 17. The Court finds that the allocation of \$20,000.00 toward penalties under the California
18 Private Attorneys General Act of 2004 ("PAGA Payment") is fair, reasonable, and appropriate, and
19 hereby approved. The Settlement Administrator shall distribute the PAGA Payment as follows: the
20 amount of **\$15,000.00** to the California Labor and Workforce Development Agency ("LWDA
21 Payment"), and the amount of **\$5,000.00** to be distributed on a pro rata basis to PAGA Employees,
22 according to the terms set forth in the Settlement Agreement.

23 18. The Court appoints TUNYAN LAW, APC as counsel for the Class ("Class Counsel").
24 The Court finds that the request for attorneys' fees in the amount of \$94,259.77 to Class Counsel falls
25 within the range of reasonableness, and the results achieved justify the award sought. The requested
26 attorneys' fees to Class Counsel are fair, reasonable, and appropriate, and are hereby approved. It is
27 hereby ordered that the Settlement Administrator issue payment in the amount of **\$94,259.77** to Class
28 Counsel for attorneys' fees, in accordance with the terms set forth in the Settlement Agreement.

1 19. The Court finds that reimbursement of litigation costs and expenses in the amount of
2 \$10,860.93 to Class Counsel is reasonable and hereby approved. It is hereby ordered that the Settlement
3 Administrator issue payment in the amount of **\$10,860.93** to Class Counsel for reimbursement of
4 litigation costs and expenses, in accordance with the terms set forth in the Settlement Agreement.

5 20. The Court hereby enters Judgment by which Participating Class Members shall be
6 conclusively determined to have given a release of any and all Released Class Claims against the
7 Released Parties, and all PAGA Members shall be bound by the Settlement and may not recover PAGA
8 penalties for any alleged violation covered by the Settlement Agreement. See *Arias v. Superior Court*
9 (2009) 46 Cal.4th 969.

10 21. Any settlement checks that are provided to the Class Members and remain uncashed after
11 180 days of the date of issuance will be cancelled, and the moneys will be transmitted to the directed to
12 the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving
13 no "unpaid residue" subject to the requirements of California Code of Civil Procedure § 384(b).

14 22. After entry of this Amended Final Approval Order and Judgment, pursuant to California
15 Rules of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and
16 enforce the Settlement Agreement and this Amended Final Approval Order and Judgment, to hear and
17 resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate any
18 dispute arising from or in connection with the distribution of settlement benefits.

19 23. Notice of entry of this Amended Final Approval Order and Judgment shall be given to
20 the Class Members by the Settlement Administrator by posting a copy of the Amended Final Approval
21 Order and Judgment on the Settlement Administrator's website for a period of at least ninety (90)
22 calendar days after the date of entry of this Amended Final Approval Order and Judgment.
23 Individualized notice is not required.

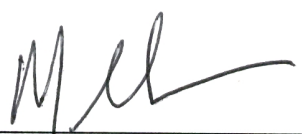
24 24. A Final Compliance Hearing is set for March 22, 2027 at 8:30 a.m. in Department S-28
25 of the San Bernardino County Superior Court, located at 247 W. 3rd Street, San Bernardino, CA 92415.
26 Class Counsel shall submit a final accounting report in the form of a declaration from the Settlement
27 Administrator regarding the status of the settlement administration at least nine (9) court days prior to the
28 Final Compliance Hearing.

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IT IS SO ORDERED.

Dated: APR 24 2023



Hon. Michael A Sachs
SAN BERNARDINO SUPERIOR COURT JUDGE

