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

DEC 03 2025

By Wimala Blanchard
WIMALA BLANCHARD, 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,

Plaintiff,

v.

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

Defendants.

Case No.: CIVSB2412062

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

CLASS AND PAGA REPRESENTATIVE
ACTION

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

Date: December 3, 2025
Time: 8:30 a.m.
Courtroom: Dept. S-28
Judge: Hon. Michael A Sachs

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).

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

10 Having reviewed the Settlement Agreement and duly considered the parties' papers and
11 oral argument, and good cause 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
PAGA Period (the "PAGA Period" is from April 10, 2023 through April 15, 2025.)
PAGA Group Members cannot opt out of the settlement of the PAGA claim.
(Settlement, ¶¶ 1.4, 1.31, 7.5.4.)

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

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

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

27 8. A full opportunity has been afforded to the Class Members to participate in the Final
28

1 Approval Hearing, and all Class Members and other persons wishing to be heard have been heard. The
2 Class Members also have had a full and fair opportunity to exclude themselves from the Class
3 Settlement. Accordingly, the Court determines that all Class Members who have not submitted a valid
4 and timely Request for Exclusion ("Participating Class Members") and PAGA Group Employees are
5 bound by this Final Approval Order and Judgment.

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

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

8 11. The Gross Settlement Amount of the Settlement is \$ 250,000.00 (plus Defendant's
9 employer share of taxes), from which the following estimated awards shall be deducted: \$10,000.00 for
10 Service Payment to Plaintiff, \$83,333.33 for attorneys' fees, \$10,768.01 in litigation costs, \$6,950.00 in
11 administration costs, and \$20,000 as a PAGA Allocation (with 75% (\$15,000.00 allocated to LWDA
12 and 25% (\$5,000.00) to PAGA Employees). The remaining Net Class Settlement Amount (which
13 excludes the employer share of taxes and includes PAGA allocation of \$5,000.00 to PAGA Group
14 Employees) of at least \$123,948.66 shall be paid to the Class Members and PAGA Group Employees in
15 accordance with the terms of the Settlement Agreement. The Court finally approves the estimated Net
16 Settlement Payment of at least **\$123,948.66** to Class Members and PAGA Group Employees in
17 accordance with the distribution formulas provided in the Settlement Agreement.

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

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

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

7 15. The Court appoints TUNYAN LAW, APC as counsel for the Class ("Class Counsel").
8 The Court finds that the request for attorneys' fees in the amount of \$83,333.33 to Class Counsel falls
9 within the range of reasonableness, and the results achieved justify the award sought. The requested
10 attorneys' fees to Class Counsel are fair, reasonable, and appropriate, and are hereby approved. It is
11 hereby ordered that the Settlement Administrator issue payment in the amount of **\$83,333.33** to Class
12 Counsel for attorneys' fees, in accordance with the terms set forth in the Settlement Agreement.

13 16. The Court finds that reimbursement of litigation costs and expenses in the amount of
14 \$10,768.01 to Class Counsel is reasonable and hereby approved. It is hereby ordered that the Settlement
15 Administrator issue payment in the amount of **\$10,768.01** to Class Counsel for reimbursement of
16 litigation costs and expenses, in accordance with the terms set forth in the Settlement Agreement.

17 17. The Court hereby enters Judgment by which Participating Class Members shall be
18 conclusively determined to have given a release of any and all Released Class Claims against the
19 Released Parties, and all PAGA Members shall be bound by the Settlement and may not recover PAGA
20 penalties for any alleged violation covered by the Settlement Agreement. See *Arias v. Superior Court*
21 (2009) 46 Cal.4th 969.

22 18. Any settlement checks that are provided to the Class Members and remain uncashed after
23 180 days of the date of issuance will be cancelled, and the moneys will be transmitted to the directed to
24 the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving
25 no "unpaid residue" subject to the requirements of California Code of Civil Procedure § 384(b).

26 19. Defendant shall pay the Gross Settlement Amount and the employer's share of payroll
27 taxes in connection with the wages portion of the Settlement shares pursuant to the timeline and
28 procedure described in the Settlement Agreement and the Notice, and the Settlement Administrator shall

1 disburse the funds in accordance with the Settlement Agreement and the Notice.

2 20. After entry of this Final Approval Order and Judgment, pursuant to California Rules of
3 Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and enforce the
4 Settlement Agreement and this Final Approval Order and Judgment, to hear and resolve any contested
5 challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute arising from or
6 in connection with the distribution of settlement benefits.

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

11 22. A Final Compliance Hearing is set for 11-09-2024, 2026 at 8:30 a.m. in
12 Department S-28 of the San Bernardino County Superior Court, located at 247 W. 3rd Street, San
13 Bernardino, CA 92415. Class Counsel shall submit a final accounting report in the form of a declaration
14 from the Settlement Administrator regarding the status of the settlement administration at least nine (9)
15 court days prior to the Final Compliance Hearing.

16
17 **IT IS SO ORDERED.**

JUDGE NICOLE QUINTANA WINTER

18
19 Dated: 12-3-2025

MQW for
Hon. Michael A Sachs
SAN BERNARDINO SUPERIOR COURT JUDGE