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

JUL 15 2025

BY 
VALERIE URUENA, DEPUTY

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

ALEX PORTILLO, individually, and on behalf
of all others similarly situated,

Plaintiff,

vs.

ACT FULFILLMENT, INC., a California
corporation; and DOES 1 through 20, inclusive,

Defendants.

Case No.: CIVSB2203773

[Hon. Christian Towns, Dept. S-26]

**[PROPOSED] AMENDED ORDER
GRANTING PLAINTIFF'S MOTION FOR
APPROVAL OF PAGA SETTLEMENT**

[Filed with Joint Stipulation for Amended
Order and Judgment, and [Proposed]
Judgment]

PAGA APPROVAL HEARING:

Date: June 11, 2025

Time: 8:30 a.m.

Dept.: S-26

Action Filed: February 25, 2022

Trial Date: Not Set

1 **[PROPOSED] AMENDED ORDER**

2 Plaintiff Alex Portillo ("Plaintiff") seeks approval of a Private Attorneys General Act
3 ("PAGA") settlement Plaintiff entered into with Defendant ACT Fulfillment, Inc.
4 ("Defendant") (Defendant and Plaintiff collectively referred to as the "Parties") in full
5 resolution of the above-captioned litigation (the "Action").

6 On June 11, 2025, the Court, having duly considered Plaintiff's Motion for Approval of
7 PAGA Settlement ("PAGA Approval Motion"), the supporting declarations and exhibits
8 thereto, all papers filed, and proceedings had herein, and having reviewed the record in this
9 Action, and good cause appearing, entered an order granting the PAGA Approval Motion. Upon
10 reviewing and approving the Parties' Joint Stipulation for Amended Order and Judgment, the
11 Court now enters this Amended Order modifying the June 11, 2025 Order.

12 **IT IS HEREBY ORDERED AND DECREED AS FOLLOWS:**

13 1. The Court, for purposes of this Order, refers to all defined terms and provisions
14 as set forth in the PAGA Settlement Agreement ("Settlement"), which is attached hereto as
15 **Exhibit A**.

16 2. The Court hereby GRANTS the PAGA Approval Motion, and the Settlement is
17 hereby accepted and approved.

18 3. The Court finds that Plaintiff exhausted all administrative remedies required to
19 bring the PAGA claims asserted in this Action and is authorized to act as private attorney general
20 with respect to the PAGA claims being released under the terms of the Settlement. The California
21 Labor and Workforce Development Agency (the "LWDA") was provided with notice of the
22 Settlement via its online submission process, and no objection has been received to the Settlement
23 from the LWDA.

24 4. The obligations set forth in the Settlement are deemed part of this Order, and the
25 Parties and the Administrator are ordered to carry out the Settlement according to its terms and
26 provisions.

27 5. The Court appoints Simpluris, Inc. as the Administrator.

1 6. The Court appoints Plaintiff's counsel of record, Moon Law Group, PC, as PAGA
2 Counsel.

3 7. **Release of Claims.** Effective on the date when Defendant fully funds the entire
4 Gross Settlement Amount, Plaintiff and PAGA Counsel will release claims against all Released
5 Parties as follows:

- 6 a. "Released Parties" means: Defendant ACT Fulfillment, Inc. and each of its
7 former and present directors, officers, shareholders, owners, members,
8 employees, agents, trustees, principals, managers, representatives,
9 attorneys, insurers, predecessors, successors, assigns, accountants, parent
10 companies, subsidiaries, and affiliates, and all persons acting under, by,
11 through, or in concert with any of them. (Settlement, ¶ 1.28.)
- 12 b. Plaintiff's Release. Plaintiff and his former and present spouses,
13 representatives, agents, attorneys (including PAGA Counsel), heirs,
14 administrators, successors, and assigns generally, release and discharge
15 Released Parties from all claims, transactions, or occurrences, including, but
16 not limited to those arising under any federal, state, or local law, regulation
17 or ordinance, contract, quasi-contract, the common law, public policy, or
18 any constitution, such as, without limitation, the California Constitution, the
19 California Labor Code, including Labor Code section 132a; Family and
20 Medical Leave Act; Act of 1991; the California Fair Employment and
21 Housing Act; Americans with Disabilities Act; Older Workers Benefit
22 Protection Act; Age Discrimination in Employment Act; Consolidated
23 Omnibus Budget Reconciliation Act of 1985; Employee Retirement Income
24 Security Act of 1974; Immigration Reform and Control Act; the Workers
25 Adjustment and Retraining Notification Act; The Occupation Safety and
26 Health Act; The Sarbanes-Oxley Act of 2002; The Fair Credit Reporting
27 Act; the Equal Pay Act; The Genetic Information Nondiscrimination Act of
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2008; Statutory Provision Regarding the Confidentiality of AIDS Information – Health & Safety Code section 120775; California Confidentiality of Medical Information Act; California Civil Code section 51 et seq.; Wage Orders of the California Industrial Welfare Commission; the California Code of Regulations; the California Business and Professions Code; Fair Labor Standards Act; and claims of intentional infliction of emotional distress; defamation and/or libel, or any other damage to reputation claims; breach of implied contract; breach of the covenant of good faith and fair dealing, as well as any other express or implied covenant; or any other statute or common law principle of similar effect; arising from acts, events, or circumstances occurring on or before the date Plaintiff executes the Settlement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time. Plaintiff acknowledges that he may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agree, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them. (Settlement, ¶ 5.1.)

i. Plaintiff's Waiver of Rights Under California Civil Code Section 1542.

For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads.

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that, if known by

1 **him or her, would have materially affected his or her settlement**
2 **with the debtor or released party.**

3 (Settlement, ¶ 5.1.1.)

4 c. Release by Aggrieved Employees. All Aggrieved Employees and the State of
5 California are deemed to release, on behalf of themselves and their
6 respective former and present representatives, agents, attorneys, heirs,
7 administrators, successors, and assigns, the Released Parties from any and
8 all claims, known or unknown, for civil penalties under California Labor
9 Code section 2698 et seq. (PAGA) that were asserted in any and/or all of the
10 complaints in the Action and/or any of Plaintiff's letters to the LWDA
11 (including any subsequently amended complaints or letters); and/or any and
12 all claims, known or unknown, that could have been asserted based on the
13 factual allegations in any and/or all of the complaints in the Action and/or
14 any of Plaintiff's letters to the LWDA (including any subsequently amended
15 complaints or letter). This release includes, but is not limited to, claims for
16 PAGA civil penalties premised on: California Labor Code sections 201-204,
17 226,226.7, 227.3, 246, 510, 512, 1174.5, 1194, 1194.2, 1197, 1198, and
18 2802, and the applicable Wage Orders. There will be no right of Employees
19 to opt out of the Settlement. (Settlement, ¶ 5.2.)

20 d. Release by PAGA Counsel. PAGA Counsel release on behalf of their present
21 and former attorneys, employees, agents, successors and assigns, the
22 Released Parties from all claims for attorneys fees and costs incurred in
23 connection with the Action, except for the PAGA Counsel Fee Payment to
24 be paid out of the Gross Settlement Amount. (Settlement, ¶ 5.3.)

25 8. The Settlement represents a compromise and settlement of highly disputed claims.
26 Nothing in the Settlement is intended or should be construed as an admission by Defendant that
27 any of the allegations in the Operative Complaint have merit or that Defendant has any liability
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1 for any claims asserted; or should it be intended or construed as an admission by Plaintiff that
2 Defendant's defenses in the Action have merit. The Parties agree that representative treatment is
3 for purposes of the Settlement only. If, for any reason, the Court does not approve the Settlement,
4 Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the
5 right to contest Defendant's defenses. The Settlement and Parties' willingness to settle the Action
6 will have no bearing on, and will not be admissible in connection with, any litigation (except for
7 proceedings to enforce or effectuate the Settlement and this Order).

8 9. Defendant shall pay a Gross Settlement Amount of \$250,000.00 pursuant to the
9 terms of the Settlement, which shall include the following payments:

- 10 a. An award of \$83,333.33 to PAGA Counsel for reasonable attorneys' fees,
11 pursuant to PAGA;
- 12 b. A payment of \$15,397.97 to PAGA Counsel for reimbursement of litigation
13 costs actually incurred by PAGA Counsel, pursuant to PAGA;
- 14 c. An award of \$7,500.00 to Plaintiff for resolution of Plaintiff's individual
15 claims and in exchange for Plaintiff's general release of claims;
- 16 d. A payment of actual administration costs up to \$4,000.00, payable to the
17 Administrator, Simpluris, Inc., for administration of the Settlement; and
- 18 e. The remaining amount as PAGA Penalties, which, pursuant to PAGA, shall
19 be allocated as follows: 75% to the LWDA and 25% to the Aggrieved
20 Employees on a pro-rata basis.

21 10. Defendant shall transmit the entire Gross Settlement Amount due under the
22 Settlement to the Administrator no later than thirty (30) days after the date of this Order.

23 11. Within fourteen (14) calendar days after Defendant fully funds the Gross
24 Settlement Amount, the Administrator shall disburse funds pursuant to the terms specified in the
25 Settlement.

1 12. The Court approves of the Notice of PAGA Settlement (“Notice”), which is
2 attached hereto as **Exhibit B**, to be sent by the Administrator to the Aggrieved Employees along
3 with their respective Individual PAGA Payments.

4 13. The Administrator shall include a copy of the Judgment entered upon this Order
5 granting approval of the Settlement in the mail to be sent to the Aggrieved Employees containing
6 the Notice and the check for the Aggrieved Employee’s Individual PAGA Payment.

7 14. For any Aggrieved Employees whose Individual PAGA Payment check is
8 uncashed and canceled after 180 days from the date of mailing, the Administrator shall transmit
9 the funds represented by such checks to the California Controller’s Unclaimed Property Fund in
10 the name of the Aggrieved Employees.

11 15. The Parties shall bear their own respective attorneys’ fees and costs, except as
12 otherwise provided for in the Settlement and approved by the Court. Defendant and the Released
13 Parties shall have no further liability for costs, expenses, interests, attorneys’ fees, or for any
14 other charge, expense, or liability relating to the released claims and shall be released from all
15 claims as set forth in the Settlement and in this Order.

16 16. Plaintiff shall submit a copy of this Order to the LWDA within 30 calendar days
17 after entry hereof.

18 17. Pursuant to California Code of Civil Procedure section 664, this Court shall retain
19 jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing the
20 Settlement and/or Order, (ii) addressing settlement administration matters, and (iii) addressing such
21 post-Judgment matters as are permitted by law.

22 18. The Court sets a Compliance Hearing re: Distribution on **March 17, 2026 at 8:30**
23 **a.m. in Department S-26**. PAGA Counsel are ordered to file a final report and declaration by the
24 Administrator regarding settlement distribution no later than five (5) court days prior to the
25 Compliance Hearing. No appearance will be required at the Compliance Hearing if the
26 Administrator’s declaration reports that all the distributions under the Settlement are complete.

27 **IT IS SO ORDERED.**

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DATED: 7/15/2025

C. Towns
Hon. Christian Towns
Judge of the San Bernardino Superior Court

CIVSB2203773