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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
PRELIMINARY APPROVAL OF CLASS
AND PAGA REPRESENTATIVE ACTION
SETTLEMENT**

Date: July 21, 2025
Time: 8:30 a.m.
Courtroom: Dept. S-28
Judge: Hon. Michael A Sachs

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

TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

This matter came on for hearing on July 21, 2025, upon the Motion for Preliminary Approval of the proposed settlement of this action on the terms set forth in the CLASS ACTION AND PAGA REPRESENTATIVE ACTION SETTLEMENT AGREEMENT (the “Agreement” or “Settlement”) *see* Declaration of Lilit Tunyan in Support of Plaintiff’s Motion for Preliminary Approval of Class and PAGA Representative Action Settlement [“Tunyan Decl.”], at Exh. 1).

After reviewing the Agreement, the Notice process, having reviewed the entire record on this action, having heard the argument of Counsel for respective Parties, if any, and good cause appearing, the Court Orders as follows:

1. To the extent defined in the Agreement, the terms in this Order shall have the meanings set forth therein.

2. The Court preliminarily finds that the terms of the proposed class action Settlement are fair, reasonable, and adequate, pursuant to California Code of Civil Procedure § 382.

3. The Court finds that the Settlement has been reached as a result of intensive and non-collusive arms-length negotiations. The Court further finds that the Parties have conducted thorough investigation and research, and the attorneys for the Parties are able to reasonably evaluate their respective positions. The Court also finds that settlement at this time will avoid additional substantial costs, as well as avoid the delay and risks that would be presented by the further prosecution of the action. The Court finds that the risks of further prosecution are substantial.

4. The Parties’ Settlement is granted preliminary approval as it meets the criteria for preliminary settlement approval. The Settlement falls within the range of reasonableness and appears to be presumptively valid, subject only to any objections that may be raised at the final fairness hearing. The Class meets the requirements for conditional certification for settlement purposes only under Code of Civil Procedure § 382. The Court finds that it is appropriate to notify the members of the proposed settlement Class of the terms of the proposed settlement.

5. The Parties’ proposed notice plan is constitutionally sound because individual notices will be mailed to all Class Members whose identities are known to the Parties, and such notice is the best notice practicable. The Parties’ proposed Class Notice, attached to the Settlement as Exhibit A, is

1 sufficient to inform Class Members of the terms of the Settlement, their rights under the settlement,
2 their rights to object to the Settlement, their right to receive a payment under the settlement or elect not
3 to participate in the settlement, and the processes for doing so, and the date and location of the final
4 approval hearing and are therefore approved.

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

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

14 7. The following persons are PAGA Group Employees for the purpose of entering a
15 settlement in this matter:

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

23 8. Plaintiff ANA BERNAL is appointed as the Class Representative. The Court finds
24 Plaintiff’s counsel are adequate, as they are experienced in wage and hour class action litigation and
25 have no conflicts of interest with absent Class Members, and that they adequately represented the
26 interests of absent class members in the Litigation. TUNYAN LAW, APC is appointed Class Counsel.

27 9. The Court appoints ILYM Group, Inc. to act as the Settlement Administrator, pursuant
28 to the terms set forth in the Agreement.

10 10. Defendant is directed to provide the Settlement Administrator the names and most
11 recent known mailing addresses of Class Members and any other information required in accordance
12 with the Agreement (the “Class Database”).

13 11. The Settlement Administrator is directed to mail the approved Class Notice by first-
14 class mail to the Class Members in accordance with the Agreement. Before mailing, the Settlement

1 Administrator or Class Counsel shall include the appropriate dates in the Class Notice and insert the
2 correct time and place for the Final Approval Hearing.

3 12. Class Members will be bound by the Agreement unless they submit a timely and valid
4 written request to be excluded from the Settlement, postmarked by the response deadline. Any request
5 for exclusion shall be submitted to the Settlement Administrator rather than filed with the Court. Class
6 members are not required to send copies of their Exclusion request to counsel. The Settlement
7 Administrator shall file, or provide to Counsel for filing, a declaration authenticating a copy of every
8 Exclusion request received by the Administrator.

9 13. To be considered, Class Members must timely file and serve their written objections in
10 accordance with the Agreement.

11 14. Upon completion of the Notice process, the Settlement Administrator shall provide a
12 report of the results of that process to Counsel for all Parties.

13 15. A final approval hearing will be held on _____, 2025, at
14 _____, in Department S-28, to determine whether the settlement should be granted final approval
15 as fair, reasonable, and adequate as to the Class Members. At that time, the Court will hear all evidence
16 and arguments necessary to evaluate the Settlement. Class Members and their counsel may support or
17 oppose the Settlement, if they so desire, in accordance with the procedures set forth in the Class Notice
18 and this Order.

19 16. As set forth in the Notice, any Class Member may appear at the final approval hearing
20 in person or by his or her own attorney or virtually via Zoom ([https://www.sb-](https://www.sb-court.org/sites/default/files/General%20Information/RemoteAppearancePostingCivilProbate.pdf)
21 [court.org/sites/default/files/General%20Information/RemoteAppearancePostingCivilProbate.pdf](https://www.sb-court.org/sites/default/files/General%20Information/RemoteAppearancePostingCivilProbate.pdf)) and
22 show cause why the Court should not approve the settlement.

23 17. The Court reserves the right to continue the date of the final approval hearing without
24 further notice to Class Members.

25 18. Class Counsel shall give notice to any objecting party of any continuance of the hearing
26 of the motion for final approval.

27 19. The Court retains jurisdiction to consider all further applications arising out of or in
28 connection with the settlement.

1 20. In the event that the Settlement does not become effective in accordance with the terms
2 of the Agreement, then this Preliminary Approval Order shall be rendered null and void to the extent
3 provided by and in accordance with the Agreement and shall be vacated, and, in such event, all orders
4 entered and releases delivered in connection herewith shall be null and void to the extent provided by and
5 in accordance with the Agreement, and each party shall retain his or its rights to proceed with litigation
6 of the Actions.

7
8 **IT IS SO ORDERED.**

9
10 Dated: _____

Hon. Michael A Sachs
SAN BERNARDINO SUPERIOR COURT JUDGE

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA)
3) ss
4 COUNTY OF LOS ANGELES)

5 I am employed in the county of Los Angeles, State of California. I am over the age of
6 18 and not a party to the within action; my business address is 535 N Brand Blvd. Suite 285,
7 Glendale, California 91203.

8 On the date indicated below, I served the document described as: **[PROPOSED] ORDER**
9 **GRANTING PRELIMINARY APPROVAL OF CLASS AND PAGA REPRESENTATIVE**
10 **ACTION SETTLEMENT** on the interested parties in this action by sending a true copy thereof to
11 interested parties as follows and as stated on the attached service list:

12 Marshall R. Lurtz
13 mlurtz@lurtzlegal.com

14 **LURTZ LEGAL**

15 3511 Camino del Rio South, Suite 101

16 San Diego, California 92108

17 Telephone: (913) 530-8748

18 ***Attorneys for Defendantss ONUS GLOBAL FULFILLMENT SOLUTIONS LLC and***
19 ***MOONSHENG LLC***

20 M. Danton Richardson

21 drichardson@jwflawltd.com

22 John Fagerholm

23 jfagerholm@jwflawltd.com

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26 **LAW OFFICES OF JOHN W. WAGERHOLM, LTD**

27 725 S. Figueroa Street, Suite 3065

28 Los Angeles, CA 90017

Telephone: 323-289-2260

Facsimile: 323-642-5441

Attorneys for Defendant ALPHA VII, LLC

20 [✓] **BY E-MAIL:** I hereby certify that this document was served from Glendale, California,
21 by e-mail delivery on the parties listed herein at their most recent known e-mail address
22 or e-mail of record in this action.

23 [✓] **BY ELECTRONIC SERVICE:** Based on an agreement of the parties to accept
24 electronic service, I caused the documents to be sent to the persons at the electronic
25 service addresses listed above via electronic mail. I did not receive an error message.

26 I declare under penalty of perjury under the laws of the State of California that the
27 above is true and correct.

28 Executed on May 2, 2025, at Glendale, California.

Lilit Tunyan

Name



Signature