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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE
(UNLIMITED JURISDICTION)

NATHALIE BARCENAS, as an “aggrieved employee” on behalf of herself and other similarly situated “aggrieved employees” under the Labor Code Private Attorneys General Act of 2004,

Plaintiff,

vs.

EL TORO MEAT SHOP; EULOGIO BONILLA; and DOES 1 to 25, inclusive,

Defendants.

Case No.: 30-2023-01351414-CU-OE-CXC

**[PROPOSED] ORDER AND JUDGMENT
APPROVING PAGA SETTLEMENT**

*Assigned for All Purposes to
Hon. Layne H. Melzer, Department CX102*

Action filed: 09/27/2023
Hearing Date: 8/21/2025
Hearing Time: 2:00 p.m.
Hearing Dept: CX102

1 The Court having considered Plaintiff's Notice of Motion and Motion to Approve PAGA
2 Settlement Agreement ("Motion"), the supporting declarations and exhibits thereto, all papers
3 filed and proceedings had herein, and the absence of any objections received from the Labor &
4 Workforce Development Agency ("LWDA") regarding the proposed Settlement, and having
5 reviewed the record in the Action, and good cause appearing, the Court hereby GRANTS
6 Plaintiff's Motion and

7 IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

8 1. The Court, for purposes of this Order and Judgment, refers to all defined terms as
9 set forth in the First Amended PAGA Settlement Agreement ("Agreement" or "PAGA
10 Settlement") attached as Exhibit "1" to the Supplemental Declaration of Maralle Messrelian In
11 Support of the foregoing Motion. (See ROA 75)

12 2. The Court hereby accepts and approves the PAGA Settlement as fair,
13 reasonable, and adequate, and directs the parties to effectuate the Settlement according to its
14 terms;

15 3. Plaintiff and all Aggrieved Employees shall have, by entry and operation of this
16 Order and Judgment, fully, finally, and forever released, relinquished, and discharged the
17 Released Parties from all Released PAGA Claims as follows:

18 **"Aggrieved Employee"** means a person employed by Defendant in California and
19 classified as non-exempt who worked for Defendant during the PAGA Period.

20 **"PAGA Period"** means the period from June 28, 2022 to July 3, 2024.

21 **"Released Parties"** Defendant and each of its former and present directors, officers,
22 shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns
23 subsidiaries, and affiliates.

24 **"Released PAGA Claims"** means all claims, transactions, or occurrences, including, but
25 not limited to all claims that were, or reasonably could have been, alleged, based on the facts
26 contained in the Operative Complaint and the PAGA Notice.

27 4. The Parties shall bear their own respective attorneys' fees and costs, except as
28 otherwise provided for in the Settlement and approved by the Court.

5. The PAGA Settlement is not an admission by Defendant as defined below, nor is
this Order a finding of the validity of any allegations or of any wrongdoing by Defendant.

Neither this Order, the Settlement, nor any document referred to herein, nor any action taken to

1 carry out the PAGA Settlement, may be used as an admission of any fault, wrongdoing,
2 omission, concession, or liability whatsoever by or against Defendant.

3 6. The Court hereby appoints Phoenix Settlement Administrators as the Settlement
4 Administrator.

5 7. Provided that Plaintiff initiates the Settlement administration with the Settlement
6 Administrator and the Court approves the PAGA Settlement, Defendant shall pay the Gross
7 Settlement Amount of \$295,000 to the Settlement Administrator pursuant to the timing and
8 terms of the Settlement in three equal payments as follows:

- 9
- 10 • 1st Payment of \$98,333.33 within 15 days after approval by the Receivership
Court for the Receiver to pay the Gross Settlement Amount;
 - 11 • 2nd Payment of \$98,333.33 on the first business day of the next calendar quarter
12 following the 1st Payment; and
 - 13 • 3rd Payment of \$98,333.34 on the first business day of the next calendar quarter
14 following the 2nd Payment.

15 8. The funding of the Gross Settlement Amount was approved by the Receivership
16 Court on June 9, 2025.

17 9. The Court hereby approves the following amounts from the Gross Settlement
18 Amount:

- 19 a. An Enhancement Payment of up to \$10,000.00 to Plaintiff;
- 20 b. Actual administration costs of \$3,000.00 payable to the Settlement Administrator
21 for administration of the Settlement;
- 22 c. Attorneys' fees to PAGA Counsel in the total maximum amount of \$98,333.33;
- 23 d. Reimbursement for actual expenses incurred by PAGA Counsel in the amount of
24 \$13,622.99; and
- 25 e. After deducting the foregoing payments, the estimated remainder of approximately
26 \$170,043.68 shall form the Net Settlement Amount. Pursuant to Labor Code
27 section 2699(i), the Net Settlement Amount will then be distributed 75 percent
28 (\$127,532.76) to the LWDA, and the remaining 25 percent (\$42,510.92) to the

1 Aggrieved Employees on a pro rata basis, as set forth in the Settlement Agreement.
2 The Court approves these payments, and directs the Settlement Administrator to
3 issue checks to the LWDA and Aggrieved Employees, along with the Notice of
4 PAGA Settlement, as set forth in the Settlement Agreement, and to otherwise carry
5 out its duties as set forth in the Settlement Agreement.

6 10. The Court hereby confirms Maralle Messrelian of MM Law, APC as PAGA
7 Counsel.

8 11. The Court finds that the fees requested by PAGA Counsel of \$98,333.33
9 (33 1/3 % of the Gross Settlement Amount) are reasonable, and the costs requested of \$13,622.99
10 were reasonable and necessary for the prosecution of this action. The Court hereby awards
11 attorneys' fees in the amount of \$98,333.33 and costs in the amount of \$13,622.99 to PAGA
12 Counsel for their current attorneys' costs. The payment of fees and costs to PAGA Counsel shall
13 be made in accordance with the terms of the Settlement.

14 12. The Court approves, as to form and content, the proposed letter attached as Exhibit
15 2 to the Declaration of Maralle Messrelian In Support of the foregoing Motion (*See* ROA 60) to
16 be sent to the Aggrieved Employees along with their respective Individual PAGA Payments.

17 13. This action is dismissed with prejudice.

18 14. Plaintiff shall submit a copy of this Order and Judgment to the LWDA within ten
19 calendar days after entry of the Order and Judgment.

20 15. Without affecting the finality of this Order, this Court shall retain jurisdiction,
21 pursuant to C.C.P. section 664.6 and CRC 3.769(h), over this action, the Parties, and the
22 Aggrieved Employees to the fullest extent necessary to interpret, enforce, and effectuate the terms
23 and intent of the Settlement and this Order and Judgment.

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1 16. The Court sets a Final Report Hearing status conference re: final accounting for
2 February 5, 2026 at 2:00 p.m. At least 16 calendar days prior to the hearing, Plaintiff shall submit
3 a final report including the actual amounts paid to Aggrieved Employees, the other amounts
4 distributed under the Settlement, and the amounts tendered to the California State Controller's
5 Office for Unclaimed Property Division.

6 **IT IS SO ORDERED, ADJUDGED AND DECREED.**

7
8 DATED: _____

9 **HON. LAYNE H. MELZER**
JUDGE OF THE SUPERIOR COURT