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NATHALIE BARCENAS, and all others similarly situated

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 **SUPPLEMENTAL DECLARATION OF MARALLE MESSRELIAN IN SUPPORT OF PLAINTIFF'S UNOPPOSED MOTION FOR APPROVAL OF PAGA SETTLEMENT** *Assigned for All Purposes to* *Hon. Layne H. Melzer, Department CX102* Action filed: 09/27/2023 Hearing Date: 08/21/2025 Hearing Time: 2:00 p.m. Hearing Dept: CX102

SUPPLEMENT DECLARATION OF MARALLE MESSRELIAN IN SUPPORT OF PLAINTIFF'S UNOPPOSED MOTION FOR APPROVAL OF PAGA SETTLEMENT

I, MARALLE MESSRELIAN, declare and state as follows:

1. I am an attorney duly licensed to practice before all the Courts of the State of California. I am the managing attorney of MM Law, APC and the attorney of record for Nathalie Barcenas (individually, "Barcenas" or "Plaintiff") in her lawsuit against Defendant El Toro Meat Shop ("Defendant" or "El Toro")(together "the Parties").

2. Except as otherwise indicated, I have personal knowledge of all matters set forth herein and, if called as a witness, could and would competently testify thereto under oath.

3. This Supplemental Declaration is submitted in response to the Court's June 26, 2025 tentative ruling requesting additional information in support of Plaintiff's Motion to Approval PAGA Settlement.

4. I can attest that there are no other concurrent pending cases against Defendant involving similar claims.

5. I can attest that neither I nor Plaintiff have any conflict of interest with Defendant, the Receiver, or the Aggrieved Employees.

6. A true and correct copy of the First Amended PAGA (Private Attorneys General Act, Labor Code § 2698 *et seq.)* Settlement Agreement (the "Amended Agreement" or "PAGA Settlement") is attached hereto as **Exhibit 1**.

7. A true and correct copy of the redline comparison of the changes made to the Agreement is attached hereto as **Exhibit 2**.

8. A true and correct copy of the Notice of Ruling on Motion by Receiver Bellann Raile for Authority to Enter Into and Consummate Settlement with Nathalie Barcenas is attached hereto as **Exhibit 3**.

9. A true and correct copy of the updated summary of attorney costs with the costs of $8.61 for postage removed is attached as **Exhibit 4**.

10. In its Tentative Ruling dated June 26, 2025, the Court had several concerns regarding the moving papers, Settlement Agreement, and Proposed Order. Each of the Court's comments are

recited below in bold, followed by a discussion of the Parties' response to the comment and where compliance is documented.

1. **In the Escalator Clause, the option allowing Defendant to shorten the PAGA Period is problematic because it may eliminate otherwise eligible Aggrieved Employees from the Settlement.**

The Parties' Amended Agreement deletes the language providing the option to shorten the PAGA Period. *See*, **Exhibit 1, ¶ 8.**

2. **The Settlement Agreement provides that the Settlement is expressly contingent upon the approval of the court in the Receivership Action, and that the Receiver will seek authority from the court in the Receivership Action to approve the payment of the Gross Settlement Amount by Defendant. Plaintiff's counsel must provide proof that the court in the Receivership Action has given the Receiver the necessary authority.**

A true and correct copy of the Notice of Ruling and Minute Order granting Receiver Bellann Raile's Motion to Enter Into and Consummate Class Action Settlement with Nathalie Barcenas is attached hereto as **Exhibit 3**.

3. **The Settlement Agreement must state that the settlement administrator will post copies of the operative Complaint, Settlement Agreement, Notice Letter to the Aggrieved Employees, and Final Order and Judgment on the administrator's website for at least 30 days after entry of the Final Order and Judgment.**

The Parties' Amended Agreement states in Paragraph 4.4.5 that the settlement administrator will post copies of the operative Complaint, Settlement Agreement, Notice Letter to the Aggrieved Employees, and Final Order and Judgment on the administrator's website for at least 30 days after entry of the Final Order and Judgment. *See*, Exhibit 1, ¶ 4.4.5.

4. **The Settlement Agreement must state that the Court's continuing jurisdiction is pursuant to CCP § 664.6 and CRC 3. 769(11).**

The Parties' Amended Agreement states in Paragraph 9 that the Court's continuing jurisdiction is pursuant to CCP § 664.6 and CRC 3. 769(11). *See*, Exhibit 1, ¶ 9.

5. **Plaintiff's counsel must attest as to whether there are any concurrent pending cases against Defendant involving similar claims, or confirm there are none.**

Plaintiff's counsel has attested that there are no concurrent pending cases against Defendant involving similar claims in paragraph 4 of this Declaration.

6. **The request for litigation costs includes costs for mailing. These costs are not reimbursable. Therefore, Plaintiff's counsel must recalculate the amount of PAGA penalties based on total litigation costs of $13,622.99.**

A true and correct copy of the updated summary of attorney costs with the costs of $8.61 for postage removed is attached as **Exhibit 4**. This is also reflected in the [Proposed] Order and Judgment Approving PAGA Settlement filed herewith.

7. **Plaintiff and counsel must provide declarations describing the circumstances to justify the requested Enhancement Payment, and addressing factors set forth in *Golba v. Dick's Sporting Goods, Inc*. (2015) 238 Cal.App.4th 1251, 1272, and *Clark v. Am. Residential Servs., LLC* (209) 175 Cal.App.4th 785, 804. Plaintiff must provide an estimate of the hours she spent participating in the litigation so it can be determined if the requested Enhancement Payment is fair and reasonable.**

Plaintiff's counsel addresses the factors set forth in *Golba* and *Clark* in paragraph 11 of this Declaration. Plaintiff has also filed a supplemental declaration in support of the Motion for Approval of PAGA Settlement describing the role she played in this case and setting forth an estimate of the hours she spent participating in the litigation. *See generally,* Supplemental Declaration of Nathalie Barcenas ("Suppl. Barcenas Decl."). As described in more detail below, under the factors identified in *Golba* and *Clark*, and in light of service awards approved in similar circumstances, the requested award of $10,000 for Plaintiff is reasonable. Service payments are also consideration for the execution of broader release of claims than the rest of the PAGA group.

8. **Plaintiff's counsel must confirm that neither she nor Plaintiff have any conflict of interest with Defendant, the Receiver, or the Aggrieved Employees.**

Plaintiff's counsel has confirmed in paragraph 5 of this Declaration that neither she nor Plaintiff have any conflict of interest with Defendant, the Receiver, or the Aggrieved Employees. This confirmation is also set forth in paragraph 2.6 the Parties' Amended Agreement. See Exhibit 1, ¶ 2.6.

9. **Plaintiff's counsel must also provide a revised Proposed Order with the following revisions or corrections:**
    - **All attorney information must be removed from the caption page.**
    - **The Settlement Agreement must be identified by the ROA number of the declaration to which it is attached.**

- **Paragraph 7 should include the GSA amount and a description of how it will be funded in three installments.**
- **Paragraph 7 must be revised based on the reduction of litigation costs and the possible reduction of the Enhancement Payment.**
- **Paragraph 9 must be revised to reflect the reduction in litigation costs.**
- **Paragraph 13 must state that Court's continuing jurisdiction is also pursuant to CRC 3.769(h).**
- **The date and time for the Final Accounting hearing must be changed to February 5, 2026, at 2:00 p.m.**
- **A paragraph must be added stating that funding of the Gross Settlement Amount has been approved by the Receivership Court.**

The [Proposed] Order and Judgment Approving PAGA Settlement filed herewith has been revised as follows:

- All attorney information has been removed from the caption page.
- The Settlement Agreement has been identified by ROA number 75, which is the ROA number for this Supplemental Declaration to which the First Amended PAGA Settlement Agreement is attached.
- Paragraph 7 includes the GSA amount and the funding timeline in three installments.
- Paragraph 8 has been revised based on the reduction of litigation costs and the possible reduction of the Enhancement Payment.
- Paragraph 9 has been revised to reflect the reduction in litigation costs.
- Paragraph 13 states that the Court's continuing jurisdiction is also pursuant to CRC 3.769(h).
- The date and time for the Final Accounting hearing has been changed to February 5, 2026, at 2:00 p.m.
- Paragraph 8 states that funding of the Gross Settlement Amount has been approved by the Receivership Court.

Enhancement Payment to Plaintiff

11. In evaluating a service payment, the court may consider "(1) the risk, both financial and otherwise, the class representative faced in bringing the suit; (2) the notoriety and personal difficulties encountered by the class representative; (3) the amount of time and effort spent by the class representative; (4) the duration of the litigation; and (5) the personal benefit received

by the class representative as a result of the litigation." *Golba v. Dick's Sporting Goods, Inc*. (Cal.App. 4 Dist., 2015) 190 Cal.Rptr.3d 337, 352; *see also Clark v. American Residential Services LLC* (Cal.App. 2Dist., 2009) 96 Cal.Rptr.3d 441, 456 (factors to consider include "the actions the plaintiff has taken to protect the interests of the class, the degree to which the class has benefitted from those actions, and the amount of time and effort the plaintiff expended in pursuing the litigation.").

a) The Actions Plaintiff Has Taken to Protect the Interests of the Aggrieve Employees, and the Amount of Time Spent on Those Actions.

The Clark factors take into account the degree to which Plaintiff has taken actions to protect the interests of the class, and the amount of time and effort she has put forth. 175 Cal. App. 4th at 804. Plaintiff Barcenas is the named Plaintiff in this case and has contributed approximately 14-15 hours of her time on this case. *See* Suppl. Barcenas Decl. ¶ 3. Her time included assisting Plaintiff's Counsel investigate the case through multiple interviews, gathering documents and other information, reviewing the PAGA letter, reviewing the complaint and amended complaint, being available throughout the day of mediation, and reviewing and approving the terms of the settlement. *Id*. ¶¶ 3-5. Without Plaintiff's willingness to take the foregoing actions and devote significant time to them, the interests of the Aggrieved Employees would not have been protected.

b) The Degree to Which the Aggrieved Employees Have Benefitted from Plaintiff's Actions.

The *Clark* factors take into account the degree to which the class (and/or Aggrieved Employees) have benefited from the named plaintiffs' actions. 175 Cal. App. 4th at 804. Here, 254 Aggrieved Employees will receive a settlement payment due to the actions that Plaintiff has taken. The Class Members will receive an average of $167.37 as a result of this lawsuit.

c) The Risk and Difficulties Experienced by the Class Representative

The *Clark* factors take into account the reputational or financial risk the named plaintiff has incurred, as well as any personal difficulties resulting from fulfilling the class (or PAGA) representative role. Plaintiff faced the possibility that future employers will look unfavorably upon her role in this case and took the risk of negative references from El Toro within the industry. Suppl. Barcenas Decl. ¶¶ 6-8.

d) Duration of Litigation.

Plaintiff's involvement in this case has now lasted over two years. Suppl. Barcenas Decl. ¶ 3. Moreover, based on the settlement payment funding timeline, Plaintiff will have to wait additional months after approval to receive her payment. *Id*., ¶ 8.

e) Personal Benefit (or Lack Thereof) Enjoyed by Named Plaintiff.

Plaintiff only worked for El Toro for approximately 9 months, so she is entitled to a smaller award than some Aggrieved Employees who worked the entire PAGA Period. It is therefore equitable to provide Plaintiff with an additional award to recognize the contributions she made that allowed her colleagues to receive settlement payments.

In sum, under the *Golba*/*Clark* factors, the requested Enhancement Payment of $10,000 for Plaintiff is justified. Plaintiff's Counsel believes that $10,000 as an Enhancement Payment is a reasonable incentive for employees to step forward and serve as PAGA representatives in cases like this one. Plaintiff was an excellent PAGA representative. Under the circumstances, and particularly since Plaintiff's "personal benefit" from the Settlement is low, Plaintiff's proposed Enhancement Payment is not "disproportionate to the amount of time and energy expended in pursuit of the lawsuit." *In re Cellphone Fee Termination Cases* (2010) 186 Cal.App.4th 1380.

Notice of Settlement to the LWDA

12. Pursuant to Lab. Code § 2699(l)(2), Plaintiff submitted a copy of the First Amended PAGA Settlement Agreement and this supplemental declaration with the LWDA at the same time these supplemental papers are being filed with the Court. True and correct copies of Plaintiff's submission with the LWDA and the confirmation email are collectively attached as **Exhibit 5** to this declaration.

I declare under the penalty of perjury of the laws of the State of California that the foregoing is true and correct to the best of my knowledge.

Executed Monday, August 7, 2025, at Glendale, California.

Maralle Messrelian

MARALLE MESSRELIAN,
Declarant

EXHIBIT 1

FIRST AMENDED PAGA SETTLEMENT AGREEMENT

This First Amended PAGA Settlement Agreement ("Agreement") is made by and between plaintiff Nathalie Barcenas and Bellann Raile, in her capacity as the court-appointed receiver for El Toro Meat Shop aka El Toro Carniceria. The Agreement refers to Plaintiff and Defendant collectively as "Parties," or individually as "Party."

1. **DEFINITIONS**.

1.1. "Action" means Plaintiff's PAGA lawsuit alleging wage and hour violations against Defendant captioned *Nathalie Barcenas v. El Toro Meat Shop, et al.* initiated on September 27, 2023 and pending in Superior Court of the State of California, County of Orange, Case No. 30-2023-01351414-CU-OE-CXC.

1.2. "Administrator" means Phoenix Settlement Administrators, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with approval of this Settlement.

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

1.5. "Aggrieved Employee Data" means Aggrieved Employee identifying information in Defendant's possession including the Aggrieved Employee's name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.

1.6. "Aggrieved Employee Address Search" means the Administrator's investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.

1.7. "C.C.P." or "CCP" means the California Code of Civil Procedure.

1.8. "Court" means the Superior Court of California, County of Orange.

1.9. "Defendant" means named Defendant El Toro Meat Shop aka El Toro Carniceria.

1.10. "Defense Counsel" means Brian J. Mills, Michael Reynolds, and Alexis R. Sadakane of Snell & Wilmer, L.L.P., the attorneys representing the Defendant in the Action.

1.11. "Effective Date" means the date by when all of the following have occurred: (a) the Court enters an Order Approving the PAGA Settlement in the Receivership Action, (b) the Court enters a Judgment on its Order Approving the PAGA Settlement in the Action, and (c) the Judgment is final. The Judgment is final as of the day the Court enters Judgment in the Action.

1.12. "Enhancement Payment" means the amount paid to Plaintiff in recognition for her efforts in assisting with the Prosecution of the Action and in consideration of the Release in Section 5.1.

1.13. "Gross Settlement Amount" means Two Hundred Ninety-Five Thousand Dollars and No Cents ($295,000.00) which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, the Enhancement Payment, and the Administrator's Expenses Payment.

1.14. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the Net Settlement Amount calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.

1.15. "Judgment" means the judgment entered by the Court in the Action based upon the Final Approval.

1.16. "Labor Code" means the California Labor Code.

1.17. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.18. "LWDA PAGA Payment" means the 75% of the Net Settlement Amount paid to the LWDA under Labor Code section 2699, subd. (i).

1.19. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, the Enhancement Payment, and the Administration Expenses Payment. The remainder is to be paid to the LWDA as the LWDA PAGA Payment and to the Aggrieved Employees as Individual PAGA Payments.

1.20. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.21. "PAGA Counsel" means Maralle Messrelian of MM Law, APC, the attorneys representing the Plaintiff in the Action.

1.22. "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

1.23. "PAGA Notice" means Plaintiff's June 28, 2023 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a), LWDA Case Number LWDA-CM-965026-23.

1.24. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

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

1.26. "Plaintiff" means Nathalie Barcenas, the named plaintiff in the Action.

1.27. "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.

1.28. "Receiver" means Bellann Raile in her capacity as the court-appointed receiver for El Toro Meat Shop aka El Toro Carniceria pursuant to the order of the Court on or about September 6, 2011, in the case entitled *Bonilla v. Bonilla*, Case No. 07CC04418 (hereinafter referred to as the "Receivership Action")

1.29. "Released PAGA Claims" means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5 below.

1.30. "Released Parties" means: Defendant and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns subsidiaries, and affiliates.

1.31. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS.

2.1. On September 27, 2023, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendant for violation of Labor Code sections 226, 221, 203, and 204. The Complaint is the operative complaint in the Action (the "Operative Complaint.") Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged.

2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.

2.3. On July 3, 2024, the Parties participated in an all-day mediation presided over by Gig Kyriacou, Esq. which led to this Agreement to settle the Action.

2.4. Prior to mediation, Plaintiff obtained, through informal discovery, company policies and procedures, Plaintiff's personnel, time and wage records, and time and wage records for a sample of the PAGA Group.

2.5. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action against Defendant asserting similar claims that will be extinguished or affected by the Settlement.

2.6. Neither PAGA Counsel nor Plaintiff have any conflict of interest with Defendant, the Receiver, or the Aggrieved Employees.

2.7. The Receiver is acting solely in her capacity as receiver for Defendant, and has capacity to administer Defendant and compromise disputed claims on behalf of it pursuant to a series of the Court's orders entered in the Receivership Action beginning on or about September 6, 2011.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant promises to pay $ 295,000.00 and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 6.2 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 33 1/3 % which is currently estimated to be 98,333.33 and PAGA Counsel Litigation Expenses Payment of not more than $15,000.00. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for approval of the PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2. To the Administrator: An Administrator Expenses Payment not to exceed $5,000.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than $5,000.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.3. To Plaintiff: An Enhancement Payment of not more than $10,000. Defendant will not oppose requests for Court approval of this payment provided that it does not exceed this amount. Plaintiff and/or PAGA Counsel will file an application or motion for approval of the Enhancement Payment. If the Court approves an Enhancement Payment less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will pay the Enhancement Payment using one or more IRS 1099 Forms. Plaintiff assumes full responsibility and liability for taxes owed on the Enhancement Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of this Payment.

3.3 To the LWDA and Aggrieved Employees: After deducting the above listed payments, the remainder will be the Net Settlement Amount, with 75% ($132,500.00) allocated to the LWDA PAGA Payment and 25% ($44,166.67) allocated to the Individual PAGA Payments.

3.3.1.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of Net Settlement Amount ($_) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are 254 Aggrieved Employees who worked a total of 10,632 PAGA Pay Periods.

4.2. Aggrieved Employee Data. Within 15 days of receiving approval of the Court in the Action, Defendant will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the

Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3. Funding of Gross Settlement Amount. Provided that Plaintiff initiates the Settlement administration with the Settlement Administrator and the Court approves the Settlement, Defendant shall make three equal payments to fully fund the Gross Settlement Amount by transmitting the funds to the Administrator:

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

4.4. Payments from the Gross Settlement Amount. Within 14 days after the later of the Effective Date and Defendant fully funds the full Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Litigation Expenses Payment, PAGA Counsel Fees Payment, and the Enhancement Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment, PAGA Counsel Fees Payment, and the Enhancement Payment shall not precede disbursement of Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

4.4.4. The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

4.4.5. The Administrator will post copies of the operative Complaint, Settlement Agreement, Notice Letter to the Aggrieved Employees, and Final Order and Judgment on the Administrator's website for at least 30 days after entry of the Final Order and Judgment.

5. RELEASES OF CLAIMS. Effective on the date when Defendant fully funds the entire Gross Settlement Amount Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

5.1 Plaintiff's Release. Plaintiff and his or her respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences, including, but not limited to all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff 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 agrees, 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.

5.1.1 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 him or her would have materially affected his or her settlement with the debtor or Released Party.

5.2 Release by Aggrieved Employees:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, and the PAGA Notice.

5.3 Release by PAGA Counsel:

PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

6.1 The Receiver's Responsibilities. The Receiver will seek authority from the Court in the Receivership Action to approve the Gross Settlement Fund (described in Paragraph 4) to be paid into by Defendant as an administrative claim. The Parties understand and agree that this Settlement Agreement is expressly contingent upon the approval of the Court in the Receivership Action. On June 9, 2025, the Receivership Court granted the Receiver's Motion for Authority to Enter Into and Consummate Settlement with Nathalie Barcenas.

6.2 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of the Court in the Action this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiff and PAGA shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.3 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement after the full execution of this Agreement and receiving authority from the Court in the Receivership Action to approve the Gross Settlement Fund and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

6.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court in the Receivership Action does not approve the Gross Settlement Fund or the Court in the Action does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

Selection of Administrator. The Parties have jointly selected Phoenix Settlement Administrators to serve as the Administrator and verified that, as a condition of appointment, Phoenix Settlement Administrators agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.1 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

7.2 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

7.3 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES/ESCALATOR CLAUSE. Based on its records, Defendant estimates that, as of the date of this Settlement Agreement, there are 254 Aggrieved Employees who worked 10,632 Pay Periods during the PAGA Period and this estimate served as the basis for Plaintiff accepting the settlement. If the number of actual pay periods for all PAGA Members for the PAGA Period exceeds 10,632 by more than ten percent (10%), then, in Defendant's sole discretion, the Gross Settlement Amount will increase proportionately according to the number of additional pay periods over ten percent (10%).

9. CONTINUING JURISDICTION OF THE COURT. The Parties agree that, after entry of Judgment, pursuant to CCP § 664.6 and CRC 3. 769(11), the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

9.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Enhancement Payment, the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties and their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10. ADDITIONAL PROVISIONS.

10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator first, and then if necessary the Court to resolve their differences.

10.5 No Prior Assignments. Each Party separately represents and warrants that he or she has not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by such Party in this Settlement.

10.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

10.11 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

10.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code Section 1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendant unless, prior to the Administrator's payment of all Settlement Funds, Defendant makes a written request to PAGA Counsel for the return, rather than the destruction, of Aggrieved Employee Data.

10.13 No Publicity. Plaintiff and PAGA Counsel agree that they will not issue any press releases, initiate any contact with the press, respond to any press inquiry or have any communication with the press about this case and/or the fact, amount or terms of this Settlement. Plaintiff and PAGA Counsel agree that they will not engage in any advertising or distribute any marketing materials relating to this Settlement, including but not limited to any postings on any websites maintained by PAGA Counsel; provided, however, that PAGA Counsel may state that it has settled a PAGA action against a grocery store so long as neither Defendant nor the Plaintiff are identified.

10.14 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

10.15 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal or California state legal holiday, such date or deadline shall be on the first business day thereafter.

10.16 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

MM Law, APC
500 N. Brand Blvd., Suite 2000
Glendale, CA 91203

To Defendant:

Snell & Wilmer, L.L.P.
Attn: Brian Mills, Michael Reynolds, and Alexis Sadakane
600 Anton Boulevard, Ste 1400
Costa Mesa, CA 92626

10.17 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.18 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

Nathalie Mariela Bárcenas Nathalie Mariela Bárcenas (Aug 5, 2025 11:52:23 PDT) 08/05/2025	
Nathalie Barcenas Plaintiff	Bellanne Raile For Defendant
08/05/2025	
Maralle Messrelian, Esq. MM Law, APC Counsel for Plaintiff	Brian Mills, Esq. Snell & Wilmer LLP Counsel for Defendant

	DocuSigned by: Bellann Raile D01AEA0F71194FB... 8/6/2025
Nathalie Barcenas	Bellann Raile
Plaintiff	For Defendant
	DocuSigned by: Brian Mills FC1AAF0CEBC647F... 8/6/2025
Maralle Messrelian, Esq.	Brian Mills, Esq.
MM Law, APC	Snell & Wilmer LLP
Counsel for Plaintiff	Counsel for Defendant

EXHIBIT 2

FIRST AMENDED PAGA SETTLEMENT AGREEMENT

This First Amended PAGA Settlement Agreement ("Agreement") is made by and between plaintiff Nathalie Barcenas and Bellann Raile, in her capacity as the court-appointed receiver for El Toro Meat Shop aka El Toro Carniceria. The Agreement refers to Plaintiff and Defendant collectively as "Parties," or individually as "Party."

1. DEFINITIONS.

1.1. "Action" means Plaintiff's PAGA lawsuit alleging wage and hour violations against Defendant captioned *Nathalie Barcenas v. El Toro Meat Shop, et al.* initiated on September 27, 2023 and pending in Superior Court of the State of California, County of Orange, Case No. 30-2023-01351414-CU-OE-CXC.

1.2. "Administrator" means Phoenix Settlement Administrators, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with approval of this Settlement.

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

1.5. "Aggrieved Employee Data" means Aggrieved Employee identifying information in Defendant's possession including the Aggrieved Employee's name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.

1.6. "Aggrieved Employee Address Search" means the Administrator's investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.

1.7. "C.C.P." or "CCP" means the California Code of Civil Procedure.

1.8. "Court" means the Superior Court of California, County of Orange.

1.9. "Defendant" means named Defendant El Toro Meat Shop aka El Toro Carniceria.

1.10. "Defense Counsel" means Brian J. Mills, Michael Reynolds, and Alexis R. Sadakane of Snell & Wilmer, L.L.P., the attorneys representing the Defendant in the Action.

1.11. “Effective Date” means the date by when all of the following have occurred: (a) the Court enters an Order Approving the PAGA Settlement in the Receivership Action, (b) the Court enters a Judgment on its Order Approving the PAGA Settlement in the Action, and (c) the Judgment is final. The Judgment is final as of the day the Court enters Judgment in the Action.

1.12. “Enhancement Payment” means the amount paid to Plaintiff in recognition for her efforts in assisting with the Prosecution of the Action and in consideration of the Release in Section 5.1.

1.13. “Gross Settlement Amount” means Two Hundred Ninety-Five Thousand Dollars and No Cents ($295,000.00) which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, the Enhancement Payment, and the Administrator’s Expenses Payment.

1.14. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the Net Settlement Amount calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.

1.15. “Judgment” means the judgment entered by the Court in the Action based upon the Final Approval.

1.16. “Labor Code” means the California Labor Code.

1.17. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.18. “LWDA PAGA Payment” means the 75% of the Net Settlement Amount paid to the LWDA under Labor Code section 2699, subd. (i).

1.19. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, the Enhancement Payment, and the Administration Expenses Payment. The remainder is to be paid to the LWDA as the LWDA PAGA Payment and to the Aggrieved Employees as Individual PAGA Payments.

1.20. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.21. “PAGA Counsel” means Maralle Messrelian of MM Law, APC, the attorneys representing the Plaintiff in the Action.

1.22. “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

1.23. "PAGA Notice" means Plaintiff's June 28, 2023 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a), LWDA Case Number LWDA-CM-965026-23.

1.24. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

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

1.26. "Plaintiff" means Nathalie Barcenas, the named plaintiff in the Action.

1.27. "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.

1.28. "Receiver" means Bellann Raile in her capacity as the court-appointed receiver for El Toro Meat Shop aka El Toro Carniceria pursuant to the order of the Court on or about September 6, 2011, in the case entitled *Bonilla v. Bonilla*, Case No. 07CC04418 (hereinafter referred to as the "Receivership Action")

1.29. "Released PAGA Claims" means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5 below.

1.30. "Released Parties" means: Defendant and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns subsidiaries, and affiliates.

1.31. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS.

2.1. On September 27, 2023, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendant for violation of Labor Code sections 226, 221, 203, and 204. The Complaint is the operative complaint in the Action (the "Operative Complaint.") Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged.

2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.

2.3. On July 3, 2024, the Parties participated in an all-day mediation presided over by Gig Kyriacou, Esq. which led to this Agreement to settle the Action.

2.4. Prior to mediation, Plaintiff obtained, through informal discovery, company policies and procedures, Plaintiff's personnel, time and wage records, and time and wage records for a sample of the PAGA Group.

2.5. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action against Defendant asserting similar claims that will be extinguished or affected by the Settlement.

~~2.5.~~2.6. Neither PAGA Counsel nor Plaintiff have any conflict of interest with Defendant, the Receiver, or the Aggrieved Employees.

~~2.6.~~2.7. The Receiver is acting solely in her capacity as receiver for Defendant, and has capacity to administer Defendant and compromise disputed claims on behalf of it pursuant to a series of the Court's orders entered in the Receivership Action beginning on or about September 6, 2011.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant promises to pay $ 295,000.00 and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 6.2 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 33 1/3 % which is currently estimated to be 98,333.33 and PAGA Counsel Litigation Expenses Payment of not more than $15,000.00. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for approval of the PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2. To the Administrator: An Administrator Expenses Payment not to exceed $5,000.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than $5,000.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.3. To Plaintiff: An Enhancement Payment of not more than $10,000. Defendant will not oppose requests for Court approval of this payment provided that it does not exceed this amount. Plaintiff and/or PAGA Counsel will file an application or motion for approval of the Enhancement Payment. If the Court approves an Enhancement Payment less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will pay the Enhancement Payment using one or more IRS 1099 Forms. Plaintiff assumes full responsibility and liability for taxes owed on the Enhancement Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of this Payment.

3.3 To the LWDA and Aggrieved Employees: After deducting the above listed payments, the remainder will be the Net Settlement Amount, with 75% ($132,500.00) allocated to the LWDA PAGA Payment and 25% ($44,166.67) allocated to the Individual PAGA Payments.

3.3.1.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of Net Settlement Amount ($_) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are 254 Aggrieved Employees who worked a total of 10,632 PAGA Pay Periods.

4.2. Aggrieved Employee Data. Within 15 days of receiving approval of the Court in the Action, Defendant will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the

Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3. Funding of Gross Settlement Amount. Provided that Plaintiff initiates the Settlement administration with the Settlement Administrator and the Court approves the Settlement, Defendant shall make three equal payments to fully fund the Gross Settlement Amount by transmitting the funds to the Administrator:

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

4.4. Payments from the Gross Settlement Amount. Within 14 days after the later of the Effective Date and Defendant fully funds the full Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Litigation Expenses Payment, PAGA Counsel Fees Payment, and the Enhancement Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment, PAGA Counsel Fees Payment, and the Enhancement Payment shall not precede disbursement of Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

4.4.4. The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

~~4.4.4.~~4.4.5. The Administrator will post copies of the operative Complaint, Settlement Agreement, Notice Letter to the Aggrieved Employees, and Final Order and Judgment on the Administrator's website for at least 30 days after entry of the Final Order and Judgment.

5. **RELEASES OF CLAIMS**. Effective on the date when Defendant fully funds the entire Gross Settlement Amount Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

5.1 Plaintiff's Release. Plaintiff and his or her respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences, including, but not limited to all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff 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 agrees, 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.

5.1.1 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 him or her would have materially affected his or her settlement with the debtor or Released Party.

5.2 Release by Aggrieved Employees:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, and the PAGA Notice.

5.3 Release by PAGA Counsel:

PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

6. **MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.** The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

6.1 The Receiver's Responsibilities. The Receiver will seek authority from the Court in the Receivership Action to approve the Gross Settlement Fund (described in Paragraph 4) to be paid into by Defendant as an administrative claim. The Parties understand and agree that this Settlement Agreement is expressly contingent upon the approval of the Court in the Receivership Action. On June 9, 2025, the Receivership Court granted the Receiver's Motion for Authority to Enter Into and Consummate Settlement with Nathalie Barcenas.

6.2 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of the Court in the Action this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiff and PAGA shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.3 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement after the full execution of this Agreement and receiving authority from the Court in the Receivership Action to approve the Gross Settlement Fund and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

6.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court in the Receivership Action does not approve the Gross Settlement Fund or the Court in the Action does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

Selection of Administrator. The Parties have jointly selected Phoenix Settlement Administrators to serve as the Administrator and verified that, as a condition of appointment, Phoenix Settlement Administrators agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.1 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

7.2 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

7.3 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES/ESCALATOR CLAUSE. Based on its records, Defendant estimates that, as of the date of this Settlement Agreement, there are 254 Aggrieved Employees who worked 10,632 Pay Periods during the PAGA Period and this estimate served as the basis for Plaintiff accepting the settlement. If the number of actual pay periods for all PAGA Members for the PAGA Period exceeds 10,632 by more than ten percent (10%), then, in Defendant's sole discretion, the Gross Settlement Amount will increase proportionately according to the number of additional pay periods over ten percent (10%). ~~or the ending date of the PAGA period will be adjusted so that no more than 11,695 pay periods are released.~~

9. CONTINUING JURISDICTION OF THE COURT. The Parties agree that, after entry of Judgment, pursuant to CCP § 664.6 and CRC 3. 769(11), the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

9.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Enhancement Payment, the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties and their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10. ADDITIONAL PROVISIONS.

10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the

Settlement, the Parties will seek the assistance of a mediator first, and then if necessary the Court to resolve their differences.

10.5 No Prior Assignments. Each Party separately represents and warrants that he or she has not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by such Party in this Settlement.

10.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

10.11 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

10.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code Section 1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendant unless, prior to the Administrator's payment of all Settlement Funds, Defendant makes a written request to PAGA Counsel for the return, rather than the destruction, of Aggrieved Employee Data.

10.13 No Publicity. Plaintiff and PAGA Counsel agree that they will not issue any press releases, initiate any contact with the press, respond to any press inquiry or have any communication with the press about this case and/or the fact, amount or terms of this

Settlement. Plaintiff and PAGA Counsel agree that they will not engage in any advertising or distribute any marketing materials relating to this Settlement, including but not limited to any postings on any websites maintained by PAGA Counsel; provided, however, that PAGA Counsel may state that it has settled a PAGA action against a grocery store so long as neither Defendant nor the Plaintiff are identified.

10.14 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

10.15 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal or California state legal holiday, such date or deadline shall be on the first business day thereafter.

10.16 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

MM Law, APC
500 N. Brand Blvd., Suite 2000
Glendale, CA 91203

To Defendant:

Snell & Wilmer, L.L.P.
Attn: Brian Mills, Michael Reynolds, and Alexis Sadakane
600 Anton Boulevard, Ste 1400
Costa Mesa, CA 92626

10.17 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.18 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

Nathalie Barcenas Plaintiff	Bellanne Raile For Defendant
Maralle Messrelian, Esq. MM Law, APC Counsel for Plaintiff	Brian Mills, Esq. Snell & Wilmer LLP Counsel for Defendant

EXHIBIT 3

Michael B. Reynolds (#174534)
mreynolds@swlaw.com
Justin F. Mello (#329514)
jmello@swlaw.com
SNELL & WILMER L.L.P.
600 Anton Blvd, Suite 1400
Costa Mesa, California 92626-7689
Telephone: 714.427.7000
Facsimile: 714.427.7799

Attorneys for Court-Appointed Receiver
Bellann Raile

SNELL & WILMER L.L.P. LAW OFFICES 600 ANTON BLVD, SUITE 1400 COSTA MESA, CALIFORNIA 92626-7689

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE – NORTH JUSTICE CENTER

JOSE EULOGIO BONILLA, aka JOE BONILLA, an individual and ELTORO MEAT SHOP, aka EL TORO MEAT MARKET, aka EL TORO MARKET, aka EL TORO LICORES, aka EL TORO TORTILLA FACTORY, aka EL TORO TORTILLERIA, a California general partnership,

Plaintiffs,

v.

JUAN CARLOS BONILLA, aka JOHN BONILLA, an individual; SERGIO SALVADOR BONILLA, aka SAL BONILLA, an individual; JOSE LUIS BONILLA, aka LOUIE BONILLA, an individual; ASHOK SHAH, an individual; EL TORO TORTILLERIA LLC, A California limited liability company; LUIS ALFRED BONILLA, AKA ALFRED BONILLA, an individual; and DOES I through 50, inclusive,

Defendants.

Case No. 07CC04418

Assigned to the Hon. Nathan Vu

UNLIMITED JURISDICTION

Notice of Ruling on Motion by Receiver Bellann Raile for Authority to Enter Into and Consummate Settlement with Nathalie Barcenas

Date: June 9, 2025
Time: 9:00 a.m.
Dept: N15

SNELL & WILMER
L.L.P.
LAW OFFICES
600 ANTON BLVD, SUITE 1400
COSTA MESA, CALIFORNIA 92626-7689

TO THE COURT, ALL PARTIES, AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on June 9, 2025, at 9:00 a.m., in Department N15 of the above-entitled Court, the Honorable Nathan Vu presiding, a hearing was held on Bellann Raile's, the Court-Appointed Receiver in the above-captioned case (the "Receiver"), Motion for Authority to Enter Into and Consummate Settlement with Nathalie Barcenas ("Barcenas") (the "Motion"). All appearances are noted in the record. After hearing from the parties, the Court ordered as follows:

1. The Receiver's Motion is **GRANTED** in its entirety.

The Court adopted its tentative ruling as the final ruling of the Court. A true and correct copy of the Court's minute order is attached hereto as **Exhibit 1**.

Dated: June 10, 2025

Respectfully submitted,

SNELL & WILMER L.L.P.

By: ______________________
Michael B. Reynolds
Justin F. Mello
Attorneys for Court-Appointed Receiver Bellann Raile

EXHIBIT 1

MINUTE ORDER

DATE: 06/09/2025 TIME: 09:00:00 AM DEPT: N15

JUDICIAL OFFICER PRESIDING: Nathan Vu
CLERK: R. Castro
REPORTER/ERM: None
BAILIFF/COURT ATTENDANT: S. Howard

CASE NO: **07CC04418** CASE INIT.DATE: 03/29/2007
CASE TITLE: **Bonilla vs Bonilla**
CASE CATEGORY: Civil - Unlimited CASE TYPE: Petition - Partnership & Corporate governance

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EVENT ID/DOCUMENT ID: 74479753
EVENT TYPE: Motion - Other
MOVING PARTY: Bellann Raile
CAUSAL DOCUMENT/DATE FILED: Motion - Other Authorizing Receiver to Settle Lawsuit on Case No. 30-2023-01351414, 01/30/2025

APPEARANCES
Justin F. Mello, from Snell & Wilmer LLP, present for Receiver(s) remotely.

In open court. Hearing held, all participants appearing remotely.

Tentative Ruling posted on the Internet.

The Court confirms the tentative ruling as the final ruling as follows:

Motion to Grant Receiver Authority

Receiver Bellann Raile's Motion to Enter Into and Consummate Class Action Settlement with Nathalie Barcenas is **GRANTED.**

Pending Motion

Receiver Bellann Raile (Receiver) moves for authority to enter into a settlement of the action Nathalie Barcenas v. El Toro Meat Shop, et al., Orange County Superior Court Case No. 30-2023-01351414-CU-OE-CXC (Barcenas Action) on behalf and for the benefit of El Toro Market.

Standard for Powers of a Receiver

"The receiver is an agent and officer of the court and the property in her or his hands remains under the control and continuous supervision of the court." (Gold v. Gold (2003) 114 Cal.App.4th 791, 806.)

For that reason, the court has the inherent power to make additional orders affecting the details of a receiver's performance. (Id. at 806-807.)

As the Court of Appeal has explained: "'The functions and powers of a receiver are controlled by statute, by the order appointing him, and by orders subsequently made by the court. He has no powers beyond those so conferred.'" (Morand v. Superior Court (1974) 38 Cal.App.3d 347, 351, quoting 42 Cal.Jur.2d, Receivers, § 73.)

One of the statutory powers granted to the receiver is “power to bring and defend actions in his own name, as receiver . . . and compromise the same . . . .” (Code Civ. Proc., § 568, italics added.)

The receiver also is obliged to act in the best interests of the receivership estate and the parties. (See Shannon v. Superior Court (1990) 217 Cal.App.3d 986, 998 [“The receiver is obliged to act in the best interests of all parties involved . . . .”].)

Here, the Receiver has presented evidence establishing that settling the Barcenas Action will be in the best interest of the receivership estate and the parties.

The Receiver testified that the cost of defending individual wage claims in arbitration could exceed $1,000,000. (See Decl. of Bellann Raile in Supp. of Mot. By Receiver for Authority to Enter Into and Consummate Settlement with Nathalie Barcenas, p 13.)

In addition, the Receiver pointed to the inherent risks of continued litigation and appeals in the Barcenas Case, which is a Private Attorney General Action that could potentially involve 249 current and former employees. (See id., ¶¶ 12, 14.)

No party has filed an opposition or otherwise responded to this motion. Thus, the parties have waived any arguments in opposition to the motion. (See Nazir v. United Airlines, Inc. (2009) 178 Cal.App.4th 243, 288 [failure to address or oppose issue in motion constitutes waiver of that issue]; see also Wright v. Fireman’s Fund Ins. Companies (1992) 11 Cal.App.4th 998, 1011 [“it is clear that a defendant may waive the right to raise an issue on appeal by failing to raise the issue in the pleadings or in opposition to a . . . motion”].)

The court clarifies that this order authorizes the Receiver to take the steps necessary to enter into and to enter into the proposed $295,000 settlement. The court is, of course, without authority to approve the proposed settlement. That authority resides with the court presiding over the Barcenas Action.

Receiver shall give notice of this ruling.

Jose Eulogio Bonilla, etc., et al. v. Juan Carlos Bonilla, etc., et al.
Orange County Superior Court, Case No. 07CC04418

PROOF OF SERVICE

I am employed in the County of Orange, State of California. I am over the age of 18 and not a party to the within action; my business address is 600 Anton Boulevard, Suite 1400, Costa Mesa, CA 92626-7689.

On June 10, 2025, I served, in the manner indicated below, the foregoing document described as **Notice of Ruling on Motion by Receiver Bellann Raile for Authority to Enter Into and Consummate Settlement with Nathalie Barcenas** on the interested parties in this action by placing true copies thereof, enclosed in sealed envelopes, at Costa Mesa, addressed as follows:

Please see attached Service List

☒ BY REGULAR MAIL: I caused such envelopes to be deposited in the United States mail at Costa Mesa, California, with postage thereon fully prepaid. I am readily familiar with the firm's practice of collection and processing correspondence for mailing. It is deposited with the United States Postal Service on that same day and that practice was followed in the ordinary course of business for the service herein attested to.

☒ BY ELECTRONIC MAIL: I caused such document(s) to be delivered electronically to the email addresses as set forth below:
joe.eltoromarket@gmail.com; cumming@cummingandassociateslaw.com; daryl@darylanthony.com; rbrown@aguileragroup.com; eaguilera@aguileragroup.com; steve@mcc-lawyers.com; Donny.Le@doj.ca.gov; laura.robbins@doj.ca.gov; Lisa.Chao@doj.ca.gov; tprenovost@pnbd.com; Najah.Shariff@usdoj.gov; sondra@ssslegal.com; maralle@mmlawapc.com

☐ BY OVERNIGHT DELIVERY: I caused such envelopes to be delivered by air courier, with next day service, to the offices of the addressees.

☐ BY PERSONAL SERVICE: I caused such envelopes to be delivered by hand to the offices of the addressees.

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

Executed on June 10, 2025, at Costa Mesa, California.

Diane Williams

Diane Williams
dmwilliams@swlaw.com

Jose Eulogio Bonilla, etc., et al. v. Juan Carlos Bonilla, etc., et al.
Orange County Superior Court, Case No. 07CC04418

SERVICE LIST

Jose Eulogio Bonilla 4606 E. Blue Bird Avenue Orange, CA 92869	Email: joe.eltoromarket@gmail.com ;
William R. Cumming Cumming & Associates, APLC 3080 Bristol Street, Suite 630 Costa Mesa, CA 92626	Telephone: (714) 432-6494 cumming@cummingandassociateslaw.com;
Daryl Anthony Attorney at Law 1810 N. Broadway Santa Ana, CA 92706	Telephone: (714) 541.6644 daryl@darylanthony.com
Raymond E. Brown, Esq. A. Eric Aguilera, Esq. The Aguilera Law Group, APLC 23046 Avenida De La Carlota, Suite 300 Laguna Hills, CA 92653	<u>Attorneys for Bohm, Wildish & Matsen, LLP, successor-in-interest to Bohm, Matsen, Kegel & Aguilera, LLP</u> Telephone: (714) 384-6600 E-mail: rbrown@aguileragroup.com eaguilera@aguileragroup.com
Steven R. Morasse, Esq. Morasse, Collins & Clark APC 1401 Dove Street, Suite 310 Newport Beach, CA 92660	<u>Attorney for Defendants Sergio Salvador Bonilla, Jose Luis Bonilla and Luis Alfred Bonilla</u> Telephone: (949) 622-0600 Email: steve@mcc-lawyers.com
Donny P. Le Laura Robbins Lisa Chao California Justice Department 300 South Spring Street, Suite 1702 Los Angeles, CA 90013	<u>Attorneys for Franchise Tax Board-State of California</u> Telephone: (213) 269-6254 Email: Donny.Le@doj.ca.gov laura.robbins@doj.ca.gov Lisa.Chao@doj.ca.gov
Thomas J. Prenovost, Esq. Prenovost, Normandin, Berg & Dawe 2122 North Broadway, Suite 200 Santa Ana, CA 92706-2614	<u>Attorney for Defendants and for Grandpoint Bank</u> Telephone: (714) 547-2444 Email: tprenovost@pnbd.com

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Nathalie Barcenas v. El Toro Meat Shop, et al.
Orange County Superior Court Case No: 30-2023-01351414-CU-OE-CXC

Maralle Messrelian, Esq.
MM Law, APC
500 N. Central Avenue, Suite 840
Glendale, California 91203

Attorney for Plaintiff Nathalie Barcenas
Tel: 818-810-7747
Email: maralle@mmlawapc.com

4840-5372-0667

EXHIBIT 4

Nathalie Barcenas v. El Toro Meat Shop
Orange County Superior Court, Case No. 30-2023-01351414-CU-OE-CXC

MM Law, APC - Costs and Expenses	**Total**
LWDA Notice Filing Fee	$ 75.00
Complaint Filing	$ 1,492.98
Court filing costs	$ 182.20
Atty Service Fees	$ 40.00
Mediator Fees	$ 10,500.00
Data Analyst for Mediation	$ 1,250.00
PAGA Motion filling fee	$ 82.81
Current Costs through 08/06/2025	$ 13,622.99

EXHIBIT 5