

1 **MESSRELIAN LAW INC.**

2 Harout Messrelian, Esq. (SB# 272020)

3 hm@messrelianlaw.com

4 Maralle Messrelian, Esq., Of Counsel (SB#316974)

5 maralle@messrelianlaw.com

6 101 N. Brand Blvd., Suite 1450

7 Glendale, California 91203

8 Telephone: (818) 484-6531

9 Facsimile: (818) 956-1983

10 Attorneys for Plaintiff,

11 SEBASTIANA IXQUIACTAP, and all others similarly situated

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

13 **FOR THE COUNTY OF ALAMEDA**

14 **(UNLIMITED JURISDICTION)**

15 SEBASTIANA IXQUIACTAP,

16 *Plaintiff,*

17 vs.

18 TWS RESTAURANT CORPORATION;
19 COASTAL VALLEY ENTERPRISES;
20 PAYRIGHT PAYROLL SERVICES INC.;
21 and DOES 1 to 25, inclusive,

22 *Defendants.*

Case No.: 24CV094320

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

Action filed: October 1, 2024

Hearing Date: June 4, 2026

Hearing Time: 2:30 p.m.

Hearing Dept: 23, Hon. Ruben Sundeen

1 The Motion of Plaintiff Sebastiana Ixquiactap (“Plaintiff”) for Approval of Settlement
2 under the Private Attorneys General Act of 2004 (“PAGA”), came before this Court on June 4,
3 2026.

4 Plaintiff’s Complaint seeks civil penalties on behalf of the State of California and
5 similarly situated aggrieved employees, as authorized by PAGA under Labor Code § 2699, in
6 relation to alleged violations of the predicate statutes set forth in Plaintiff’s Complaint and the
7 letters to the Labor Workforce and Development Agency (“LWDA”) dated June 17, 2024 and
8 July 13, 2024 (the “PAGA Notice”), on behalf of all persons within the State of California who
9 are or were employed by Defendants TWS Restaurant Corporation and Coastal Valley
10 Enterprises (“Defendants” or “TWS”) during the PAGA Period of June 17, 2023 to October
11 27, 2025 (the “Aggrieved Employees”).

12 Under PAGA, in any action brought by an aggrieved employee, the Court “shall review
13 and approve any settlement of any civil action filed pursuant to this part.” Lab. Code §
14 2699(s)(2). Accordingly, the Court, having considered the proposed settlement set forth in the
15 Settlement Agreement, including the proposed PAGA penalties, under Labor Code §
16 2699(s)(2), having considered the papers filed in support of the proposed settlement and the
17 arguments of counsel, and good cause appearing, HEREBY ORDERS AS FOLLOWS:

- 18 1. The Court finds the instant Action presents a good faith dispute of the claims alleged;
- 19 2. The Court finds in favor of settlement approval, and therefore approves the Settlement
20 of the above-captioned action, as set forth in the Settlement Agreement and each of the releases and
21 other terms, as fair, just, reasonable, and adequate;
- 22 3. The Court finds further that Plaintiff, acting on behalf of herself and the State of
23 California, by operation of this Order and Judgment hereby releases and forever discharges
24 Defendants and the Released Parties (as defined in the Settlement Agreement) from any and all
25 Released Claims (as defined in the Settlement Agreement) including any and all known and unknown
26 claims for civil penalties under the Private Attorneys General Act, California Labor Code §§ 2698,
27 *et seq.*, that are based on the facts set forth in Plaintiff’s LWDA notices. This includes penalties based
28 on or arising from alleged violations of Labor Code sections 201, 202, 203, 204, 204b, 226, 226.3,

226.7, 233, 246, 351, 353, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2698, 2800, 2802, 2699 *et seq.*, and violation of the Industrial Welfare Commission Wage Order No. 5-2001;

4. The Court finds further that the foregoing release shall be binding on Plaintiff and the State of California, and shall bar any claim under PAGA brought by any person, including the Aggrieved Employees, on behalf of the State of California, as to the Released Claims and Released Parties;

5. The Parties are directed to comply with all terms of the Settlement Agreement, and Defendants are directed to make all payments required by the Settlement Agreement;

6. The Court approves, as to form and content, the Notice of PAGA settlement (“Notice”) attached as Exhibit A to the Settlement Agreement;

7. Under the Settlement Agreement, Defendants agree to pay a maximum sum of One Hundred Twenty-Five Thousand Dollars (\$125,000.00) (the “Gross Settlement Amount”). The Gross Settlement Amount is inclusive of payments to the LWDA, the Aggrieved Employees, Plaintiff’s Attorneys’ Fees and Costs, Administration Costs, and Plaintiff’s Service Award Payment. No portion of the Gross Settlement Amount will revert to Defendants. Plaintiff’s Counsel requests an award of attorney’s fees of Thirty Seven Thousand Five Hundred Dollars and Zero Cents (\$37,500.00) and litigation costs of Ten Thousand Three Hundred Thirty Nine Dollars and Thirty Two Cents (\$10,339.32). The settlement administrator ILYM Group, Inc., requests administration costs of Five Thousand Five Hundred Fifty Dollars (\$5,550.00). Plaintiff requests a Service Payment of \$5,000. Defendants do not oppose these requests. The Court finds the Gross Settlement Amount is fair, reasonable and adequate, and approves each of these payments, and directs the Settlement Administrator to make the above payments to payments from the Gross Settlement Amount as follows:

- a. \$37,500.00 in attorney’s fees to Messrelian Law Inc.;
- b. \$10,339.32 in litigation costs to Messrelian Law Inc.;
- c. \$5,550.00 in administration costs to ILYM Group, Inc.;
- d. \$5,000.00 as a Service Payment to Plaintiff; and
- e. After deducting the foregoing payments, the estimated remainder of approximately \$66,610.68 shall form the Net Settlement Amount. Pursuant to Labor Code section 2699(i), the Net Settlement Amount will then be distributed 75 percent (\$49,958.01) to the LWDA, and the

1 remaining 25 percent (\$16,652.67) to the Aggrieved Employees on a pro rata basis, as set forth
2 in the Settlement Agreement. The Court approves these payments, and directs the Settlement
3 Administrator to issue checks to the LWDA and Aggrieved Employees, along with the Notice
4 of PAGA Settlement, as set forth in the Settlement Agreement, and to otherwise carry out its
5 duties as set forth in the Settlement Agreement.

6 8. The Court directs the mailing of the Notice, as referenced in paragraph 6 above, by
7 first-class mail in accordance with the procedures set forth in the Settlement Agreement.

8 9. The entire Action is hereby DISMISSED WITH PREJUDICE as to all parties and
9 all causes of action. The Court reserves exclusive and continuing jurisdiction over the Action and
10 the Parties pursuant to Code of Civil Procedure section 664.6 for the purpose of supervising
11 implementation, enforcement, construction, administration, and interpretation of the Settlement
12 Agreement.

13 10. The Court sets a Compliance Hearing re: Distribution on _____,
14 2027, at _____ a.m./p.m. in Department 23 of the Alameda County Superior Court. Plaintiff
15 shall file a declaration from the settlement administrator regarding distribution at least 10 days prior
16 to the hearing.

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

18
19 DATED: _____

20 **HON. RUBEN SUNDEEN**
21 **JUDGE OF THE SUPERIOR COURT**