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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ALAMEDA

SEBASTIANA IXQUIACTAP, Defendants, v. TWS RESTAURANT CORPORATION; COASTAL VALLEY ENTERPRISES; PAYRIGHT PAYROLL SERVICES INC.; and DOES 1 to 25, inclusive, Defendants.	Case No. 24CV094320 ASSIGNED FOR ALL PURPOSES TO JUDGE JENNA WHITMAN, DEPT. 25 **JOINT STIPULATION AND [PROPOSED] ORDER APPROVING SETTLEMENT OF PRIVATE ATTORNEY GENERAL ACT CLAIMS AND DISMISSING ACTION WITH PREJUDICE** Complaint Filed: October 1, 2024

STIPULATION OF SETTLEMENT AND REQUEST FOR DISMISSAL

Plaintiff Sebastiana Ixquiactap, on behalf of herself and all aggrieved employees, and the State of California ("Ixquiactap" or "Plaintiff") and Defendants Coastal Valley Enterprises and TWS Restaurant Corporation ("Defendants"), by and through each's counsel of record, jointly seek the Court's approval of their Settlement Agreement resolving Plaintiff's individual and representative claims for relief under the California Private Attorneys General Act (California Labor Code section 2698 et seq.) ("PAGA").

1. On June 17, 2024, and July 13, 2024, Plaintiff filed a notice with the Labor and Workforce Development Agency under PAGA asserting various wage and hour violations, including alleged violations of California Labor Code sections 203, 204, 226, 226.3, 226.7, 233, 246, 351, 353, 510, 512, 558, 1174, 1194, 1194.2, 1197, 1197.1, 2800, 2802, and the Industrial Welfare Commission ("IWC") Wage Order No. 5-2001 (the "PAGA letter").

2. On October 1, 2024, Plaintiff filed a representation action under PAGA against Defendants alleging various wage and hour violations, including failure to pay minimum wages, failure to provide reporting time pay, failure to pay overtime, failure to provide meal and rest breaks, failure to timely pay wage owed, failure to provide accurate itemized wage statements, failure to provide payroll records, failure to timely pay wages due upon separation of employment, failure to reimburse for necessary business expenses, unlawful collection of tips and gratuities, failure to provide sick leave, and failure to provide suitable seating. Specifically, Plaintiff sought civil penalties under California Labor Code section 2698, *et seq.* and was premised on alleged violations of California 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, 2699 *et seq.*, 2800, 2802, and the IWC Wage Order No. 5-2001 (the "PAGA Complaint," "Lawsuit," or "Action"). Through the PAGA Complaint, Plaintiff asserted claims on behalf of herself, the State of California, and current and former non-exempt employees of Defendants in California during the PAGA period.

3. On January 28, 2025, the Parties agreed to submit Plaintiff's individual claims to arbitration in light of a binding Arbitration Agreement signed by Plaintiff during her employment, and to stay Plaintiff's representative PAGA claims in the Superior Court pending completion of her

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individual claims in arbitration.

4. On February 4, 2025, the Court granted the Parties Joint Stipulation to Stay the PAGA Action pending completion of Plaintiff's individual claims in arbitration. Prior to filing her Demand for Arbitration, the Parties agreed to attempt to resolve Plaintiff's claims through private mediation.

5. Defendants deny any and all liability in the PAGA Complaint. Defendants maintain that they had, and continues to have, legally compliant employment practices throughout the statutory period in California. Defendants do not admit that they ever violated any provision of the California Labor Code, including, but not limited to, those sections for which Plaintiff seeks relief, or of any other law. However, the Parties desire to resolve all of Plaintiff's claims against Defendants and to no longer proceed with this Lawsuit.

6. On August 28, 2025, the Parties attended and participated in good faith, arms' length settlement discussions at a mediation session with professional neutral, Kevin Barnes, Esq. This PAGA Settlement Agreement was reached after extensive negotiations and an exchange of relevant information and data. The Parties believe and agree that this PAGA Settlement Agreement is a fair, adequate, and reasonable resolution of the Action and have arrived at this PAGA Settlement Agreement in arms-length negotiations, taking into account all relevant factors, present and potential, as set forth in the Declaration of Plaintiff's Counsel, filed concurrently herewith.

7. The "Effective Date" of the PAGA Settlement is the date by which the Court in this Action approves the PAGA Settlement and issues an order dismissing the Action with prejudice.

8. A true and accurate copy of the Parties' PAGA Settlement Agreement ("PAGA Settlement" or "Agreement") for which the Parties seek Court approval is attached as **Exhibit 1**.

9. The Gross Settlement Amount agreed to in the Agreement is One Hundred Twenty-Five Thousand Dollars and Zero Cents ($125,000.00); subject to Court approval, Plaintiff's counsel shall receive Forty-Three Thousand, Seven-Hundred and Fifty Dollars and Zero Cents ($43,750.00) of the settlement amount for attorney's fees, and reasonable costs incurred in the amount not to exceed Ten Thousand Five Hundred Dollars and Zero Cents ($10,500.00). ILYM Group, Inc. shall serve as the Settlement Administrator and shall be paid an amount not to exceed Six Thousand Dollars and Zero Cents ($6,000.00) for actual costs of claims/settlement administration services, to be deducted

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from the Gross Settlement Amount. Plaintiff shall receive a Service Award in the amount of Five Thousand Dollars and Zero Cents ($5,000.00), subject to Court approval, for initiation of and service as a representative of the State of California and the PAGA Members, as well as for her General Release. The remaining Net Settlement Amount shall be distributed as set forth in the Settlement Agreement (75% will be payable to the LWDA and 25% will be payable to the PAGA Settlement Employees.

10. In connection with resolution of this claim and the Agreement, the PAGA Settlement Employees will be given notice of the Settlement. Attached hereto as **Exhibit 2** is the Settlement Notice, which will be sent to the PAGA Settlement Employees as notice of the settlement and their respective individual share of the settlement payment. The terms of the Settlement will be effective upon the Court's Approval Order on this Approval Stipulation.

11. Pursuant to Lab. Code § 2699(l)(2), Plaintiff provided notice of the PAGA Settlement to the LWDA by electronically submitting a copy of the Settlement Agreement and this Approval Stipulation at the same time the Approval Stipulation is being filed with the Court. Attached hereto as **Exhibit 3** is a true and correct copy of Plaintiff's submission to the LWDA and a confirmation email.

12. In exchange for the consideration, undertakings and covenants undertaken by Defendants in the PAGA Settlement, Plaintiff and the PAGA Settlement Employees will release Defendants and all of their current and former direct and indirect parents, subsidiaries, affiliated and related companies and entities, and all of their current and former officers, directors, employees, insurers, reinsurers, attorneys, and agents ("Released Parties") of and from all manner of actions, suits, claims, damages, liabilities, penalties, arbitrations, charges, claims for attorneys' fees, interest, expenses and costs, judgments, awards, orders, executions or demands of any nature whatsoever, whether known or unknown, suspected or unsuspected, against Released Parties or any of them, for any and all claims for civil penalties under PAGA based on the labor code violations alleged in the operative Complaint or Plaintiff's notices sent to the LWDA, or which could have been alleged based on the facts set forth on the operative complaint or Plaintiff's LWDA Notices. This includes claims brought under the PAGA predicated upon California 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,

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1198, 2698, 2699, 2800, 2802, and the IWC Wage Order No. 5-2001, and/or any other California Labor Code provisions that could have been asserted under the PAGA in connection with the PAGA Complaint and/or PAGA Letter ("Released Claims"), including but not limited to any claims for penalties, wages, interest and/or attorneys' fees and costs thereon arising from any and all of the Released Claims.

13. Upon entry of the Order approving this PAGA Settlement, Plaintiff shall be deemed to have fully, finally, and forever released, relinquished, and discharged each and all of the Released Parties from the Released Claims that arose prior to the PAGA Settlement.

14. The Parties have agreed to cooperate in obtaining an Order from the Court approving this PAGA Settlement at the earliest possible date. It is the Parties' intent that this Stipulation and Proposed Order satisfy the requirements of California Labor Code section 2699(k)(2). However, the Parties agree to use their best efforts to expedite the preparation and submission of whatever additional documents the Court may require, if any, in order to approve this PAGA Settlement. The Parties further agree to fully cooperate in the drafting and/or filing of any further documents or filings reasonably necessary to be prepared or filed, shall take all steps that may be requested by the Court relating to, or that are otherwise necessary to the approval and implementation of this Settlement. The Court's approval of the Settlement is a condition of the enforceability of this PAGA Settlement. If the Court should for any reason fail to approve the Settlement, then (a) the Settlement shall be considered null and void, (b) neither the Settlement nor any of the related negotiations or proceedings shall be of any force or effect, and (c) all Parties to the Settlement shall stand in the same position, without prejudice, as if the Agreement had been neither entered into nor filed with the Court.

15. The PAGA Settlement and compliance with the PAGA Settlement Agreement shall not be construed as an admission by Defendants of any liability whatsoever, or as an admission by Defendants of any violations of Plaintiff's, nor any allegedly aggrieved employees' rights, violation of any order, law, statute, duty or contract whatsoever. Defendants specifically disclaim any liability to Plaintiff or any other Aggrieved Employee for any alleged violation of his/her rights, or for any alleged violation of any order, law, statute, duty or contract.

16. Neither the PAGA Settlement nor any of its terms shall be offered or used as evidence

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by any of the Parties, or their respective counsel in the Lawsuit or in any other action or proceeding; provided, however, this shall not prevent the PAGA Settlement from being used, offered, or received in evidence in any proceeding to enforce, construe, or finalize the PAGA Settlement.

17. The PAGA Settlement is executed voluntarily and without duress or undue influence on the part of or on behalf of any of the Parties, or of any other person, firm or other entity.

18. Defendants and Plaintiff shall each bear their own attorney's fees and costs except as expressly agreed otherwise.

19. The Parties agree that upon the occurrence of the dismissal of this Lawsuit pursuant to the terms of the PAGA Settlement and this Stipulation, the PAGA Settlement shall be enforceable by the Court and the Court shall retain exclusive and continuing equity jurisdiction of this Lawsuit over all Parties and PAGA Settlement Employees to interpret and enforce the terms, conditions and obligation of the Agreement.

IT IS SO STIPULATED.

Dated: November 13, 2025

LITTLER MENDELSON, P.C.

/s/ Benjamin Sanchez
Gregory G. Iskander
Benjamin Sanchez

Attorneys for Defendants
TWS RESTAURANT CORPORATION and
COASTAL VALLEY ENTERPRISES

Dated: November 13, 2025

MESSRELIAN LAW INC.

/s/ Harout Messrelian
Harout Messrelian
Maralle Messrelian, Of Counsel

Attorneys for Plaintiff
SEBASTIANA IXQUIACTAP

[PROPOSED] ORDER

The Court, having read and considered the Stipulation for Court Approval of the Parties' PAGA Settlement and Dismissal of Action ("Stipulation"), together with the exhibits attached thereto, hereby ORDERS as follows:

1. The Parties' Stipulation is GRANTED.

2. This Order hereby adopts and incorporates by reference the terms and conditions of the Settlement Agreement.

3. The Court finds the Settlement was entered into in good faith, that the Settlement is fair, reasonable and adequate, and that the Settlement satisfies the standards and applicable requirements for approval of PAGA representative actions under California law.

4. The Court approves the penalties to be paid to the PAGA Settlement Employees and the State of California as set forth in the Settlement, pursuant to Labor Code § 2699(*l*). The Court further approves all payments to be made to Plaintiff's counsel, Plaintiff, and the Settlement Administrator, based on the terms of the Settlement.

5. Upon entry of this Order, the Parties and the Settlement Administrator shall effectuate all terms of the Settlement based on the provisions and timelines set forth in the Settlement Agreement.

6. The PAGA Settlement Employees shall release and forever discharge the Released Parties from the Released Claims during the PAGA Period, as set forth in the Settlement Agreement.

7. This Action is hereby DISMISSED WITH PREJUDICE.

8. Upon entry of this Order, the Parties shall effectuate all terms of the Settlement based on the provisions and timelines set forth in the Settlement Agreement.

9. Judgment in this matter is entered in accordance with, and incorporates by reference, the terms and conditions of the Settlement. Instead of filing a request for dismissal to terminate this action, this judgment will terminate the action.

10. Pursuant to Code of Civil Procedure, Section 664.6, this Court shall retain exclusive and continuing equity jurisdiction of this Action over all Parties and PAGA Settlement Employees to interpret and enforce the terms, conditions and obligation of the Agreement.

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IT IS SO ORDERED, ADJUDGED AND DECREED,

Dated: __________________

____
JUDGE OF THE SUPERIOR COURT

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EXHIBIT 1

<u>PRIVATE ATTORNEYS GENERAL ACT (LABOR CODE § 2698 *ET SEQ.*)</u>
<u>SETTLEMENT AGREEMENT</u>

Subject to the approval of the Court, this Settlement Agreement ("Settlement Agreement" or "Settlement") is made and entered into between Plaintiff **Sebastiana Ixquiactap**, acting in a private attorney general capacity, on behalf of the State of California on behalf of herself and all PAGA Settlement Employees, and Defendant **Coastal Valley Enterprises** (collectively, the "Parties").

I. <u>DEFINITIONS</u>

The following terms, when used in this Settlement Agreement, shall have the following meanings:

1. "Action" means the matter entitled *Sebastiana Ixquiactap v. Coastal Valley Enterprises, et al.,* pending in the Alameda County Superior Court of the State of California, Case No. 24CV094320.

2. "Complaint" means the operative pleading filed in the Action.

3. "Defendant" means Coastal Valley Enterprises, and any and all parents, subsidiaries and affiliate entities (including specifically TWS Restaurant Corporation), and each of their past, present, and future officers, directors, employees, agents, board members, shareholders, attorneys, insurers, reinsurers, partners, investors, members, representatives, predecessors, parent companies, subsidiaries, affiliates, divisions, successors, agents, and principals, and their heirs, estates, executors, administrators, servants, insurers, attorneys, assigns, benefit plans sponsored or administered by the Released Parties, any entities for whom Aggrieved Employees performed services through the employment relationship with Defendant or any of them, and any other person or entities acting on behalf of or in concert with any of the foregoing.

4. "Effective Date" of the Settlement means the date upon which the Court enters the order approving this Settlement.

5. "Gross Settlement Amount" is the sum of One Hundred Twenty-Five Thousand Dollars and Zero Cents ($125,000.00), which represents the total amount payable by Defendant under this Settlement Agreement for the release of the Released Claims and includes payments to all PAGA Settlement Employees, payment to the LWDA, payment of Plaintiff's attorneys' fees and costs, payment to the Settlement Administrator, and payment to Plaintiff for Plaintiff's Service Award.

6. "Individual PAGA Payment" means the pro rata amount to be paid to each PAGA Settlement Employee from the twenty-five percent (25%) portion of the PAGA Payment allocated to employees; such individual share to be based on the number of pay periods during which a PAGA Settlement Employee worked for Defendant during the PAGA Period.

7. "LWDA" means the California Labor and Workforce Development Agency.

8. "LWDA Letters" means the letters Plaintiff submitted to the LWDA on June 17, 2024, and July 13, 2024.

9. “Net Settlement Amount” or “PAGA Payment” is the amount remaining to distribute to the LWDA and PAGA Settlement Employees after the following amounts, if approved by the Court, are subtracted from the Gross Settlement Amount: (a) Plaintiff’s Attorneys’ Fees of up to 35% of the Gross Settlement Amount (Forty Three Thousand, Seven-Hundred and Fifty Dollars and Zero Cents ($43,750.00)); (b) Plaintiff’s Costs up to Ten Thousand Five Hundred Dollars and Zero Cents ($10,500.00); (c) Plaintiff’s Service Award up to Five Thousand Dollars and Zero Cents ($5,000.00); and (d) PAGA Administration costs not to exceed Six Thousand Dollars and Zero Cents ($6,000.00), currently estimated at Five Thousand Five Hundred Fifty Dollars and Zero Cents ($5,550.00).

10. “Parties” means Plaintiff and Defendant.

11. “PAGA” means the California Labor Code Private Attorneys General Act, California Labor Code section 2698, *et seq*.

12. “PAGA Period” means the time period from June 17, 2023, through October 27, 2025, or an alternative date to be selected by Defendant, subject to the escalator clause provision set forth in section V.1 of this Settlement Agreement.

13. “PAGA Representative Counsel” means Messrelian Law Inc., located at 101 N. Brand Blvd., Suite 1450, Glendale, California 91203.

14. “PAGA Settlement Employee” or “PAGA Settlement Employees” means and includes all current and former non-exempt employees who worked for Defendant Coastal Valley Enterprises in the State of California during the PAGA Period.

15. “Plaintiff” means Sebastiana Ixquiactap.

16. “Service Award” means the amount payable to Plaintiff in recognition of her efforts and work in prosecuting the Action and in exchange for her General Release, in the amount of Five Thousand Dollars ($5,000.00) to be approved by the Court.

17. “QSF” means qualified settlement fund.

18. “Released Claims” means all claims, rights, demands, liabilities, and causes of action for PAGA civil penalties, arising from or reasonably related to the claims which were asserted in the Action and Complaint under PAGA based on facts alleged in the operative Complaint in the Action and LWDA Letters, including a PAGA claim against Defendant for civil penalties on behalf of Plaintiff and the LWDA based on the following underlying Labor Code violations: 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, and 2699 *et seq*., violation of the Industrial Welfare Commission Wage Order No. 5-2001, and any other claims asserted in the Action and operative Complaint.

19. “Released Parties” means Coastal Valley Enterprises and any and all parents, subsidiaries and affiliate entities, and each of their past, present, and future officers, directors, employees, agents, board members, shareholders, attorneys, insurers, reinsurers, partners, investors, members, representatives, predecessors, parent companies, subsidiaries, affiliates, divisions, successors, agents, and principals, and their heirs, estates, executors, administrators,

servants, insurers, attorneys, assigns, benefit plans sponsored or administered by the Released Parties, any entities for whom Aggrieved Employees performed services through the employment relationship with Defendant or any of them, and any other person or entities acting on behalf of or in concert with any of the foregoing.

20. "Settlement Administrator" means ILYM Group, Inc.

21. "PAGA Settlement Administration Costs" means the cost, currently estimated at Five Thousand Five Hundred Fifty Dollars and Zero Cents ($5,550.00) and will be no more than Six Thousand Dollars and Zero Cents ($6,000.00), to be paid to the Settlement Administrator for administering the Settlement, including sending checks and Settlement Notices to the PAGA Settlement Employees.

22. "Settlement Notice" means an explanatory letter to be sent by the Settlement Administrator to PAGA Settlement Employees, substantially in the form attached hereto as **Exhibit A**.

II. RECITALS

1. Defendant employed Plaintiff during the PAGA Period.

2. On June 17, 2024, and July 13, 2024, Plaintiff provided written notice to the LWDA and Defendant pursuant to Labor Code section 2699.3 of *inter alia* alleged violations of the California Labor Code and Industrial Welfare Commission Orders.

3. On October 1, 2024, Plaintiff filed this Action against Defendant asserting a PAGA claim, brought on behalf of the State of California and other aggrieved employees, alleging multiple violations of the California Labor Code and Industrial Welfare Commission Order, including alleged failure to pay minimum wages, failure to provide reporting time pay, failure to pay overtime, failure to provide meal and rest breaks, failure to timely pay wage owed, failure to provide accurate itemized wage statements, failure to maintain records, failure to timely pay wages due upon separation of employment, failure to reimburse for necessary business expenses, unlawful collection of tips and gratuities, failure to provide sick leave, and failure to provide suitable seating.

4. As a result of Plaintiff's execution of an arbitration agreement with a class action waiver, Plaintiff agreed to submit her individual claims to arbitration and stay her representative PAGA claims in the Superior Court pending completion of her individual claims in arbitration.

5. The Parties have independently analyzed and investigated the facts and law relevant to this case through discovery, including, but not limited to, the employment policies, procedures, and practices implicated by the Complaint and/or the LWDA Letters; timekeeping and payroll records for employees on whose behalf the Complaint and/or the LWDA Letters are asserted; and the number of employees allegedly affected by the policies, procedures, and practices implicated by the Complaint and/or the LWDA Letters.

6. After evaluating the strengths and weaknesses of their respective positions, after considering the time, expense, and risk associated with litigating this case to judgment, and after engaging in arm's-length settlement negotiations through informed counsel and an experienced

mediator, the Parties agreed to fully and finally, and exclusively, resolve the Released Claims as to Plaintiff and the PAGA Settlement Employees, subject to Court approval.

7. This Settlement contemplates the entry of an Order by the Court approving the payment allocated for settlement of PAGA penalties to the LWDA, Plaintiff and PAGA Settlement Employees, and the dismissal with prejudice of the Action.

III. OPERATIVE TERMS OF SETTLEMENT AGREEMENT

The Parties agree as follows:

1. **Non-Admission**. Nothing in this Settlement Agreement shall be construed to be an admission by Plaintiff that her claims do not have merit or by Defendant of any liability or wrongdoing as to Plaintiff, PAGA Settlement Employees or any other person, and Defendant specifically disclaims any such liability or wrongdoing. Defendant specifically disclaims any liability to Plaintiff or any other allegedly aggrieved employee for any alleged violation of his/her/their rights, or for any alleged violation of any order, law, statute, duty or contract. The Parties have entered into this Settlement Agreement with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses, and risks. This Settlement Agreement and any related court documents or orders are not and may not be cited or admitted as evidence of liability.

2. **Gross Settlement Amount**. Defendant shall pay One Hundred Twenty-Five Thousand Dollars and Zero Cents ($125,000.00) as the Gross Settlement Amount. Defendant will not pay more than the Gross Settlement Amount, except as otherwise stated in this Agreement. Defendant shall deposit the Gross Settlement Amount with the Settlement Administrator within forty-five (45) days after the Effective Date.

3. **Net Settlement Amount**. The Parties agree that the following amounts should be subtracted from the Gross Settlement Amount, if approved by the Court, resulting in a Net Settlement Amount to be distributed to the LWDA and PAGA Settlement Employees:

a. **Plaintiff's Attorneys' Fees and Costs**. Defendant will not oppose Plaintiff's request for Plaintiff's Attorneys' Fees of up to 35% of the Gross Settlement Amount (Forty Three Thousand, Seven-Hundred and Fifty Dollars and Zero Cents ($43,750.00)), and Plaintiff's Costs up to Ten Thousand Five Hundred Dollars and Zero Cents ($10,500.00) incurred in prosecuting this Action. In the event the Court approves a payment of less than the amount of fees and costs requested by Plaintiff, the difference will be added to the PAGA Payment.

b. **Administration Cost**. Defendant will not oppose the Settlement Administrator's costs, currently estimated at Five Thousand Five Hundred Fifty Dollars and Zero Cents ($5,550.00), for administering the Settlement. In the event the Court approves a payment of less than this amount, the difference will be added to the PAGA Payment.

c. **Plaintiff's Service Award Payment**: Defendant will not oppose a request for service payment to Plaintiff in an amount up to Five Thousand Dollars and Zero Cents ($5,000.00) in recognition of her efforts and work in prosecuting this Action and in exchange for her General Release. In the event the Court approves a payment of less than this amount, the difference will be added to the PAGA Payment.

4. **PAGA Payment**. A portion of the PAGA Payment will be allocated to the LWDA and the remainder will be allocated to PAGA Settlement Employees in settlement of the Released Claims. The PAGA Payment will be subject to Court approval consistent with California Labor Code section 2699.3(b)(4). Upon approval, the PAGA Payment shall be allocated as follows:

a. Seventy-five percent (75%) will be paid to the LWDA, as required by California Labor Code section 2699(i).

b. Twenty-five percent (25%) will be paid to the PAGA Settlement Employees, divided on a pro rata basis among them and distributed by the Settlement Administrator as Individual PAGA Payments, as required by California Labor Code section 2699(i).

c. The payments will be reported as penalties on IRS Forms 1099 issued to the LWDA and each PAGA Settlement Employee. The Settlement Administrator will be responsible for issuing to PAGA Settlement Employees and PAGA Representative Counsel any 1099 or other tax forms as may be required by law for all amounts paid pursuant to this Settlement.

5. **Representative PAGA Release**. As of the Effective Date, and subject to Defendant's full payment of the Gross Settlement Amount, all PAGA Settlement Employees and the State of California shall be bound by this Agreement and shall have recourse exclusively to the benefits, rights, and remedies provided hereunder. Plaintiff, PAGA Settlement Employees, and the State of California shall be deemed to have, and by operation of the Order granting approval of the payment of the PAGA Payment as described in this Agreement, fully, finally, and forever released, relinquished, and discharged each and all of the Released Parties from the Released Claims. This release is limited to periods of employment with Defendant in California during the PAGA Period.

6. **Released Claims**. Upon the Effective Date, and subject to Defendant's full payment of the Gross Settlement Amount, the Released Parties shall be entitled to a release from Plaintiff, the State of California, and Aggrieved Employees, for any and all claims for civil penalties under PAGA based on the labor code violations alleged in the operative Complaint or Plaintiff's notices sent to the LWDA, or which could have been alleged based on the facts set forth on the operative complaint or Plaintiff's LWDA Notices. This includes, penalties based on or arising from alleged violations of California 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, and 2699 *et seq*., violation of the Industrial Welfare Commission Wage Order No. 5-2001, and including attorneys' fees and costs related thereto.

7. **Plaintiff's General Release.** Upon the Effective Date, and subject to Defendant's full payment of the Gross Settlement Amount, Plaintiff hereby fully and finally releases and discharges the Released Parties from any and all of the Released Claims and from any and all claims, charges, complaints, liens, demands, causes of action, obligations, damages and liabilities, known or unknown, suspected or unsuspected, that Plaintiff had, now has, or may hereafter claim to have against the Released Parties arising out of, or relating in any way to, the Plaintiff's hiring by, employment with, separation of employment with, or otherwise relating to the Released Parties

(collectively with Released Claims, "Plaintiff's Released Claims"), arising or accruing through the date of Plaintiff's signature on this Agreement.

Plaintiff's Released Claims include, but are not limited to, claims arising from or dependent on the California Labor Code; the Wage Orders of the California Industrial Welfare Commission; California Business and Professions Code § 17200 et seq.; the California Fair Employment and Housing Act, Cal. Gov't Code § 12900 et seq.; the California common law of contract and tort; Title VII of the Civil Rights Act of 1964; the Americans with Disabilities Act, 42 U.S.C. § 12101 et seq.; the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001 et seq.; the Fair Labor Standards Act, 29 U.S.C. § 201 et seq.; the Portal to Portal Act, 29 U.S.C. § 251 et seq.; other federal, state or local employment practices, legislation or regulations; federal or state common law; and/or retaliation, harassment, wrongful termination, or breach of express or implied contract or against public policy.

In addition to the above, Plaintiff expressly waives and relinquishes all rights and benefits of section 1542 of the Civil Code of the State of California, and does so understanding and acknowledging the significance and consequence of specifically waiving section 1542. Section 1542 of the Civil Code of the State of California states as follows: **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.**

Thus, Plaintiff expressly acknowledges this Settlement Agreement is intended to include in its effect, without limitation, all claims Plaintiff does not know or suspect to exist in Plaintiff's favor at the time of signing this Settlement Agreement, and that this Settlement Agreement contemplates the extinguishment of any such claims.

8. **Filing of Request for Approval of PAGA Settlement by Plaintiff's Counsel**.

The Parties will cooperate in obtaining, through an unopposed or joint motion/stipulation, an order from the Court approving the terms of this Agreement at the earliest possible date following the execution of this Agreement. Plaintiff's counsel shall be responsible for filing either a joint or unopposed motion / stipulation for approval of the Settlement. Plaintiff shall provide the requisite notice of this Settlement Agreement to the LWDA on or before the date Plaintiff requests approval of this Settlement Agreement from the Court. If the Court approves this Settlement, the Parties shall request that the Court enter an Order approving the settlement.

As part of the request to approve the Settlement, Plaintiff shall submit a proposed order granting approval of this Settlement. The Order granting approval of the settlement shall provide for a dismissal, with prejudice, of the entire Action and the Complaint. The Court shall retain jurisdiction to enforce the terms of this Agreement. This Settlement is expressly conditioned upon the Court entering such an Order approving this Settlement as set forth herein.

IV. ADMINISTRATION OF SETTLEMENT

1. **Settlement Administrator**. The Settlement Administrator will be responsible for establishing a QSF and issuing payments and appropriate tax forms to PAGA Settlement Employees, the LWDA, and Plaintiff's counsel.

2. **Provision of Information for PAGA Settlement Employees**. Within thirty (30) calendar days after the Effective Date, Defendant will provide the information regarding the PAGA Settlement Employees to the Settlement Administrator. This information will include the name, most recently known address, social security number, and total pay periods worked for each of the PAGA Settlement Employees during the PAGA Period. The list shall also include the sum total of all pay periods worked by PAGA Settlement Employees during the PAGA Period. As social security numbers are included in the list, the Settlement Administrator will maintain the list in confidence, and access shall be limited to those with a need to use the list as part of the administration of the Settlement.

The Settlement Administrator will calculate the amount to be received by each PAGA Settlement Employee. Within five (5) calendar days of receiving the Gross Settlement Amount, the Settlement Administrator will circulate to counsel for both Parties an anonymized spreadsheet containing the estimated individual settlement payments to each PAGA Settlement Employee, and the data used to calculate said payments. The Settlement Administrator shall obtain approval from all counsel of the calculations before mailing Individual PAGA Payments.

3. **Explanatory Letter and Individual PAGA Payments**. Upon receipt of the information for PAGA Settlement Employees, the Settlement Administrator will perform a search on the National Change of Address database to update the PAGA Settlement Employees' addresses.

Within ten (10) court days of receiving approval from counsel of the payment calculations as provided above, the Settlement Administrator will issue payments to: (a) PAGA Settlement Employees along with an explanatory letter ("Settlement Notice"); (b) the LWDA; (c) Plaintiff's counsel; (d) Plaintiff; and (e) itself.

4. **Undeliverable Notices**. Any checks returned as non-deliverable on or before the check cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip trace, or other search using the name, address or social security number of the PAGA Settlement Employees involved, and will then perform a single re-mailing. Individual PAGA Payment checks will remain negotiable for one hundred eighty (180) calendar days from issuance, and PAGA Settlement Employees will have one hundred eighty (180) calendar days from the date of issuance to cash their Individual PAGA Payment checks. If a PAGA Settlement Employee's check is returned to the Settlement Administrator with a forwarding address provided by the United States Postal Service, the Settlement Administrator will promptly resend the check to that PAGA Settlement Employee to that address, but this re-mailing will not extend the 180-day period to cash a check. Funds represented by Individual PAGA Payment checks returned as undeliverable and those Individual PAGA Payment checks remaining un-cashed for more than one hundred eighty (180) calendar days after issuance will be distributed to the State of California unclaimed property fund to be held in the Aggrieved Employee's name.

Defendant fully discharges its obligations to those PAGA Settlement Employees who are entitled to an Individual PAGA Payment through the Settlement Administrator's mailing of a check, regardless of whether such checks are actually received and/or negotiated by PAGA Settlement Employees.

5. **Accounting**. Within fifteen (15) calendar days of receiving approval from both Parties' counsels of the payment calculations, the Settlement Administrator will provide an accounting under oath to the Parties of the amounts paid from the Settlement, via a declaration or otherwise.

6. **Tax Consequences**. Individual PAGA Payments made under this Settlement will be attributed one hundred percent (100%) as penalties and paid via IRS Form 1099 issued to each PAGA Settlement Employee. The Parties and their counsel make no representations or warranties with respect to tax consequences of any payment under this Settlement Agreement.

V. MISCELLANEOUS PROVISIONS

1. **Escalator Clause**. As of the mediation date of August 28, 2025, Defendant estimated there were approximately 8,544 eligible pay periods worked during the PAGA Period by PAGA Settlement Employees. Should the total number of pay periods exceed 9,399 total pay periods (8,544 estimated pay periods plus 10% buffer), Defendant, at its election, can either reduce the PAGA Period to a date when the total pay period reaches 9,399 or increase the Gross Settlement Amount by multiplying the pay period value of $14.63 by the number of additional pay periods over 9,399. Defendant shall verify the pay periods and notify Plaintiff's counsel of Defendant's election prior to the filing of a motion/stipulation for approval of the Settlement.

2. **Mutual Preparation and Drafting**. The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement. The Parties agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive, arm's-length negotiations between the Parties through informed counsel and that neither Party shall be considered the "drafter" of this Settlement Agreement for purposes of having terms construed against that Party.

3. **No Impact on Benefit Plans**. Neither the Settlement Agreement nor any amounts paid to Plaintiff or any PAGA Settlement Employee under the Settlement will modify any previously credited hours or service under any employee benefit plan, policy or bonus program sponsored by Defendant. Such amounts will not form the basis for additional contributions to, benefits under or any other monetary entitlement under Defendant's sponsored benefit plans, policies or bonus programs. The payments made under the terms of this Settlement Agreement shall not be applied retroactively, currently or on a going-forward basis, as salary, earnings, wages or any other form of compensation for the purposes of any Defendant's benefit plan, policy, or bonus program. Defendant retains the right, if necessary, to modify the language of its benefit plans, policies and bonus programs to effect this intent, and to make clear that any amounts paid pursuant to this Settlement Agreement are not for "hours worked," "hours paid," "hours of service," or any similar measuring term as defined by applicable plans, policies, and bonus programs for purposes of eligibility, vesting, benefit accrual, or any other purpose, and that additional contributions or benefits are not required by this Settlement Agreement.

4. **Successors**. This Settlement Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, and successors.

5. **Costs and Fees**. The Parties shall each bear their own costs, attorneys' fees, and other fees incurred in connection with this Settlement Agreement, the Action, and Plaintiff's claims, except as otherwise set forth specifically herein.

6. **Authority**. Defendant represents and warrants that the undersigned have the authority to act on behalf of Defendant and to bind Defendant to the terms of this Settlement Agreement. Plaintiff represents and warrants that Plaintiff has the authority to enter into this Settlement Agreement.

7. **Governing Law**. This Settlement Agreement shall be construed under and governed by the laws of the State of California.

8. **Complete Agreement**. The Parties each acknowledge and represent that no promise or representation not contained in this Settlement Agreement has been made to them, and acknowledge and represent that this Settlement Agreement contains the entire understanding between them and contains all terms and conditions pertaining to the compromise and settlement of the PAGA claim. This Settlement Agreement cannot be amended or modified except by a writing signed by the Parties hereto.

9. **Nullification of Settlement Agreement**. In the event that: (i) the Court does not approve the Settlement as provided herein; or (ii) the Settlement does not become final for any other reason, then this Settlement Agreement and any documents generated to bring it into effect, will be null and void, and the Parties will be returned to their original respective positions, without prejudice. Neither this Agreement nor any of the related negotiations or proceedings shall be of any force or effect.

10. **Dismissal and Continuing Jurisdiction**. After approval of this Settlement and dismissal of the Action, the Court will have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement, (ii) Settlement administration matters, and (iii) such matters as may be appropriate under court rules or as set forth in this Settlement Agreement.

The Parties further agree that upon the occurrence of the dismissal of the Action pursuant to the terms of this Agreement, this Agreement shall be enforceable by the Court pursuant to California Code of Civil Procedure Section 664.6 and the Court shall retain exclusive and continuing equity jurisdiction of this Action over all Parties and PAGA Settlement Employees to interpret and enforce the terms, conditions and obligation of the Agreement.

11. **Entire Agreement**. This Settlement Agreement constitutes the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties.

12. **Amendment or Modification**. This Settlement Agreement may be amended or modified only by a written instrument, signed by either the Parties or their successors-in-interest.

13. **Binding on Successors and Assigns**. This Settlement Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

14. **Execution and Counterparts**. This Settlement Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed counterparts, and each of them, including facsimile, DocuSign, and scanned copies of the signature page, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange among themselves original signed counterparts.

15. **Acknowledgement that the Settlement is Fair and Reasonable**. The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action, and have arrived at this settlement after arm's-length negotiations by experienced counsel. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this settlement.

16. **Invalidity of Any Provision**. Before declaring any provision of this Settlement Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Settlement Agreement valid and enforceable. Invalidation of any material portion of this Agreement shall invalidate this Agreement in its entirety unless the Parties shall subsequently agree in writing that the remaining provisions shall remain in full force and effect.

17. **Severability**. If any term or provision of this Settlement Agreement is held to be invalid or unenforceable, the remaining portions of this Settlement Agreement will continue to be valid and will be performed, construed and enforced to the fullest extent permitted by law, and the invalid or unenforceable term will be deemed amended and limited in accordance with the intent of the Parties, as determined from the face of the Agreement, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

18. **Waiver**. No waiver of any condition or covenant contained in this Settlement Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such Party of the same or any other condition, covenant, right or remedy.

19. **Enforcement Action**. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement Agreement or to declare rights and/or obligations under this settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

20. **Dispute(s)**. Should any dispute(s) arise among the Parties or their respective counsel regarding the implementation or interpretation of this Agreement, the Parties agree to submit any such dispute(s) to the Court. To the extent any Party seeks to enforce any of the terms

of this Agreement in or before the Court, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

21. **Non-Evidentiary Use**. Neither this Agreement nor any of its terms shall be offered or used as evidence by any of the Parties, or their respective counsel in the Action or in any other action or proceeding; provided, however, this shall not prevent this Agreement from being used, offered, or received in evidence in any proceeding to enforce, construe, or finalize this Agreement.

22. **Representation by Counsel**. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and this Settlement Agreement has been executed with the consent and advice of counsel, and reviewed in full.

23. **No Public Comment.** Neither the Parties nor their counsel shall make or issue any public statements to the press or any other third party, nor post any information on websites or other public forums, concerning the Action in any way.

24. **Cooperation and Execution of Necessary Documents**. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement.

25. **Binding Agreement**. The Parties warrant that they understand and have full authority to enter into this settlement, and further intend that this Settlement Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

26. **Denial of Liability**. The Parties expressly recognize that the making of this Settlement Agreement does not in any way constitute an admission or concession of wrongdoing on the part of Defendant. Nothing in this settlement, nor any action taken in implementation thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued or used during the course of this Action, is intended by the Parties to, nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in any other judicial, arbitral, administrative, investigative or other forum or proceeding, as evidence of any violation of any federal, state or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, this Settlement Agreement may be used in any court proceeding that has as its purpose the interpretation, implementation or enforcement of the settlement or any orders or judgments of the Court entered into in connection therewith.

27. **Publicity.** The Parties agree that Plaintiff and Plaintiff's Counsel will not communicate the fact of, or the terms of, this Settlement to members of the press, including the Verdicts and Settlements. Plaintiff and Plaintiff's Counsel will not publish the fact of, or terms of, this Settlement or any related information on their website, for advertising purposes and/or in publication materials generally available to the public.

IN WITNESS THEREOF, the Parties each acknowledge that she/it has read the foregoing Settlement Agreement, accepts and agrees to the provisions contained in this Settlement Agreement, and hereby executes it voluntarily and with full understanding of its consequences.

Dated: October 17 _, 2025

By: sebastiana I.
Sebastiana Ixquiactap (Oct 17, 2025 12:39:48 PDT)
Plaintiff Sebastiana Ixquiactap

Dated: October _, 2025

By: ______________________________
Rosa Fuentes, Director of Operations on behalf of Defendant Coastal Valley Enterprises

Approved as to form:

MESSRELIAN LAW INC.

Dated: October 17, 2025

____
Harout Messrelian
Maralle Messrelian, Of Counsel
Attorney for Plaintiff Sebastiana Ixquiactap

LITTLER MENDELSON, P.C.

Dated: October , 2025

____
Gregory G. Iskander
Benjamin Sanchez
Attorneys for Defendant Coastal Valley Enterprises

IN WITNESS THEREOF, the Parties each acknowledge that she/it has read the foregoing Settlement Agreement, accepts and agrees to the provisions contained in this Settlement Agreement, and hereby executes it voluntarily and with full understanding of its consequences.

Dated: October _, 2025

By: ______________________________
Plaintiff Sebastiana Ixquiactap

Dated: October 21, 2025

By: ______________________________
Rosa Fuentes, Director of Operations on behalf of Defendant Coastal Valley Enterprises

Approved as to form:

MESSRELIAN LAW INC.

Dated: October _, 2025

____
Harout Messrelian
Maralle Messrelian, Of Counsel
Attorney for Plaintiff Sebastiana Ixquiactap

LITTLER MENDELSON, P.C.

Dated: October 22, 2025

____
Gregory G. Iskander
Benjamin Sanchez
Attorneys for Defendant Coastal Valley Enterprises

EXHIBIT 2

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA

SEBASTIANA IXQUIACTAP, on behalf of herself and all "aggrieved employees" pursuant to Labor Code § 2698 *et seq.*, Plaintiff, v. TWS RESTAURANT CORPORATION; COASTAL VALLEY ENTERPRISES; PAYRIGHT PAYROLL SERVICES INC.; and DOES 1 to 25, inclusive, Defendants.	Case No. 24CV094320 **NOTICE OF SETTLEMENT OF PRIVATE ATTORNEYS GENERAL ACT CLAIM (CAL. LABOR CODE § 2698 *ET SEQ.*)**

You have been identified as an individual who worked for Defendant Coastal Valley Enterprises ("Defendant") in California between June 17, 2023, and October 27, 2025 ("PAGA Settlement Employee").

On October 1, 2024, Plaintiff Sebastiana Ixquiatap (the "Plaintiff") commenced a lawsuit in the Alameda County Superior Court, case number 24CV094320 (the "Lawsuit"). Plaintiff alleges in the Lawsuit that Defendant failed to pay all minimum and overtime wages due, failed to provide reporting time pay, failed to provide all meal and rest periods, failed to reimburse all business expenses, failed to issue complete and accurate wage statements, failed to maintain records, failed to pay sick leave, failed to reimburse necessary business expenses, failed to timely pay wages owed, unlawfully collected tips and gratuities, and failed to provide suitable seating. For these alleged violations, Plaintiff seeks penalties pursuant to the California Labor Code's Private Attorneys General Act of 2004, codified at Labor Code § 2698 *et seq.* ("PAGA").

Defendant denies Plaintiff's allegations and disputes all of Plaintiff's claims. The Parties reached a settlement which takes into account the uncertainties and risks of proceeding with litigation.

The Court approved the settlement on ________________ and has determined that the settlement is fair and reasonable. The payment which accompanies this notice is made to you pursuant to the terms of the Settlement.

The Court-approved settlement contains the following release of claims, to which you are bound:

> Upon the Effective Date, the Released Parties shall be entitled to a release from Plaintiff, the State of California, and Aggrieved Employees, for any and all claims for civil penalties under PAGA based on the labor code violations alleged in the operative Complaint or Plaintiff's notices sent to the LWDA, or which could have been alleged based on the facts set forth on the operative complaint or Plaintiff's LWDA Notices. This includes, penalties based on or arising from alleged violations of California 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, and 2699 *et seq*., violation of the Industrial Welfare Commission Wage Order No. 5-2001, and including attorneys' fees and costs related thereto.
>
> The "Released Parties" are Coastal Valley Enterprises and any and all parents, subsidiaries and affiliate entities, and each of their past, present, and future officers, directors, employees, agents, board members, shareholders, attorneys, insurers, reinsurers, partners, investors, members, representatives, predecessors, parent companies, subsidiaries, affiliates, divisions, successors, agents, and principals, and their heirs, estates, executors, administrators, servants, insurers, attorneys, assigns, benefit plans sponsored or administered by the Released Parties, any entities for whom Aggrieved Employees performed services through the employment relationship with Defendant or any of them, and any other person or entities acting on behalf of or in concert with any of the foregoing.

Please be advised that checks that are not cashed within 180 days of issuance will be transmitted to the State of California Unclaimed Property Fund in the name of the Aggrieved Employee who did not cash his/her check. Regardless of what you do with the check issued to you, by law and Court order, you have released the Released Parties from the Released Claims described herein. Your payment under this settlement is subject to taxation and will be reported to the IRS and state tax authorities. You will receive appropriate tax forms pertaining to your individual settlement payment and you are responsible for payment of any taxes that are due as a result of this payment.

If you have any questions, please contact the Settlement Administrator, ____________ at (###) ###-####.

EXHIBIT 3