

**AMENDMENT TO PRIVATE ATTORNEYS GENERAL ACT (LABOR CODE §
2698 ET SEQ.) SETTLEMENT AGREEMENT**

Sebastiana Ixquiactap v. Coastal Valley Enterprises, et al.
California Superior Court of Alameda County, Case No.: 24CV094320

I. INTRODUCTION

On or about October 12, 2025, the Parties entered into a “Private Attorneys General Act (Labor Code § 2698 Et Seq.) Settlement Agreement” (“Agreement”). By this Amendment, the Parties agree that consistent with the below sections, the referenced sections of the Agreement shall be struck and replaced with the alternative language set forth in this Amendment, in accordance with the Court’s order of May 14, 2026.

II. AMENDMENTS

- A. Paragraph I.18 is hereby amended to narrow the scope of the release. Paragraph I.18 now reads:

“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 LWDA Letters 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, 2699 et seq., and violation of the Industrial Welfare Commission Wage Order No. 5-2001.

- B. Paragraph III.6 is hereby amended to narrow the scope of the release. Paragraph III.6 now reads:

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 Plaintiff’s notices sent to the LWDA, or which could have been alleged based on the facts set forth in the LWDA Letters. 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.

- C. Paragraph III.3.a. is hereby amended to reduce Plaintiff’s Attorney Fees from 35% to 30% of the Gross Settlement Amount. As amended, Paragraph III.3.a now reads:

Plaintiff’s Attorneys’ Fees and Costs. Defendant will not oppose Plaintiff’s request for Plaintiff’s Attorneys’ Fees of 30% of the Gross Settlement Amount (Thirty Seven Thousand Five Hundred Dollars and Zero Cents (\$37,500.00)), 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.

- D. Paragraph I.9 is hereby amended to reflect the reduction of Plaintiff's Attorney Fees from 35% to 30% of the Gross Settlement Amount. As amended, Paragraph I.9 now reads:

"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 30% of the Gross Settlement Amount (Thirty Seven Thousand Five Hundred Dollars and Zero Cents (\$37,500.00)); (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).

III. EXECUTION BY PARTIES

The Parties hereby execute the Amendment to the PAGA Settlement Agreement.

Dated: May 23, 2026

By: Sebastiana Ixquiactap
Sebastiana Ixquiactap (May 23, 2026 07:56:48 PDT)
Plaintiff Sebastiana Ixquiactap

Dated: May __, 2026

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

Approved as to form:

MESSRELIAN LAW INC.

Dated: May 23, 2026

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

LITTLER MENDELSON, P.C.

Dated: May __, 2026

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

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.

- D. Paragraph I.9 is hereby amended to reflect the reduction of Plaintiff's Attorney Fees from 35% to 30% of the Gross Settlement Amount. As amended, Paragraph I.9 now reads:

"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 30% of the Gross Settlement Amount (Thirty Seven Thousand Five Hundred Dollars and Zero Cents (\$37,500.00)); (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).

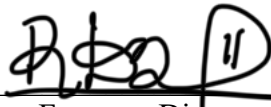
III. EXECUTION BY PARTIES

The Parties hereby execute the Amendment to the PAGA Settlement Agreement.

Dated: May __, 2026

By: _____
Plaintiff Sebastiana Ixquiactap

Dated: May 25, 2026

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

Approved as to form:

MESSRELIAN LAW INC.

Dated: May __, 2026

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

LITTLER MENDELSON, P.C.

Dated: May 26, 2026

/s/ Benjamin Sanchez

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