

MESSRELIAN LAW INC.

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Attorneys for Plaintiff,

SEBASTIANA IXQUIACTAP, and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

**FOR THE COUNTY OF ALAMEDA
(UNLIMITED JURISDICTION)**

SEBASTIANA IXQUIACTAP,

Plaintiff,

vs.

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

Defendants.

Case No.: 24CV094320

**SUPPLEMENTAL DECLARATION OF
HAROUT MESSRELIAN IN SUPPORT OF
PLAINTIFF'S UNOPPOSED MOTION FOR
APPROVAL OF 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 **SUPPLEMENTAL DECLARATION OF HAROUT MESSRELIAN IN SUPPORT OF**
2 **PLAINTIFF’S UNOPPOSED MOTION FOR APPROVAL OF PAGA SETTLEMENT**

3 I, HAROUT MESSRELIAN, declare and state as follows:

4 1. I am an attorney duly licensed to practice before all the Courts of the State of
5 California. I am the managing attorney of Messrelian Law Inc. and the attorney of record for
6 Plaintiff Sebastiana Ixquiactap (individually, “Ixquiactap” or “Plaintiff”) in her lawsuit against
7 Defendants TWS Restaurant Corporation and Coastal Valley Enterprises (“Defendants” or
8 “TWS”). Except as otherwise indicated, I have personal knowledge of all matters set forth herein
9 and, if called as a witness, could and would competently testify thereto under oath.

10 2. On March 14, 2026, the Court continued the hearing on Plaintiff’s motion for
11 approval of PAGA action settlement, and ordered the parties to address the Court’s concerns and
12 questions as indicated in its tentative ruling. Thereafter, the parties met and conferred to address
13 the Court’s concerns. The parties determined that an Amendment to the Private Attorneys’
14 General Act Settlement & Release Agreement (the “Amendment”) was necessary. A true and
15 correct copy of the Amendment executed by the parties and their counsel is attached here to as
16 **Exhibit 1**. The Parties have also provided answers to the Court’s concerns below. Furthermore,
17 the Parties submit concurrently herewith this declaration, an amended proposed order granting
18 approval of the PAGA Action Settlement.

19 3. In response to the Court’s concerns about the “Released Claims” provision in
20 paragraph I.18 and III.6, the parties have, in the Amendment, redefined “Released Claims” to
21 narrow the scope of the Released Claims to only those asserted in the LWDA Letters.
22 (Amendment, § II.A-B).

23 4. The Amendment reduces the Attorneys’ Fees from 35% to 30% of the Gross
24 Settlement Amount. (Amendment. § II.C-D).

25 5. The parties have also amended the Notice of PAGA Settlement to reflect the
26 amended release language. A true and correct copy of the amended Notice of PAGA Settlement
27 is attached here to as **Exhibit 2**. A true and correct copy of the redline changes to the Notice of
28 PAGA Settlement is attached hereto as **Exhibit 3**.

1 *Notice of Settlement to the LWDA*

2 6. Pursuant to Lab. Code § 2699(1)(2), Plaintiff submitted a copy of the Amendment
3 to the PAGA Settlement with the LWDA at the same time these supplemental papers are being
4 filed with the Court. True and correct copies of Plaintiff's submission with the LWDA and the
5 confirmation email are collectively attached as **Exhibit 4** to this declaration.

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

8 Executed on May 26, 2026, at Glendale, California.

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11 HAROUT MESSRELIAN,
12 Declarant
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EXHIBIT 1

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).

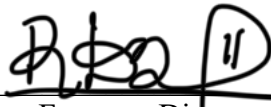
III. EXECUTION BY PARTIES

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

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 [REDACTED] 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, 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.

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, [REDACTED] at (###) ###-####.

EXHIBIT 3

**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

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PRIVATE ATTORNEYS GENERAL ACT
CLAIM (CAL. LABOR CODE § 2698 *ET
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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.

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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, [REDACTED] at
(###) ###-####.

EXHIBIT 4