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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MARIN**

DEYSI CASILLAS and PEDRO ENRIQUE
GUILLEN QUEVEDO, as aggrieved employees
pursuant to the Private Attorneys General Act
("PAGA"), on behalf of the State of California
and other non-party Aggrieved Employees,

Plaintiffs,

vs.

PACIFIC CATCH, INC., a California
corporation; and DOES 1 through 10, inclusive,

Defendants.

ELECTRONICALLY FILED
Superior Court of California
County of Marin
06/15/2026
James M. Kim, Clerk of the Court
J. Chen, Deputy

Lead Case No.: CV0005198
[Consolidated with Case No.: CV0007313]

REPRESENTATIVE ACTION

**[PROPOSED] ORDER GRANTING
MOTION FOR APPROVAL OF PAGA
SETTLEMENT**

PAGA APPROVAL HEARING:

Date: June 5, 2026

Time: 1:30 p.m.

Dept.: L

Judge: Mark A. Talamantes

Action filed: January 27, 2025

Trial date: Not set

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PROPOSED PAGA APPROVAL ORDER

Plaintiffs Deysi Casillas and Pedro Enrique Guillen Quevedo (“Plaintiffs”) and Defendant Pacific Catch, Inc. (“Defendant”) (collectively, Plaintiffs and Defendant are the “Parties”) have reached a settlement of the above-captioned matter (the “Action”). Pursuant to the California Private Attorneys General Act of 2004, Labor Code sections 2698, *et seq.* (“PAGA”), Plaintiffs have filed a Motion for Approval of PAGA Settlement (“Plaintiffs’ Motion”) seeking approval of the Parties’ PAGA Settlement Agreement (the “Settlement”). A copy of the Settlement was attached as **Exhibit 1** to the Declaration of Kane Moon in Support of Plaintiffs’ Motion for Approval of PAGA Settlement.

The Court, having duly considered Plaintiffs’ Motion, the supporting declarations and exhibits thereto, including the Settlement, all other papers filed and proceedings had herein, and having reviewed the record in this Action, and good cause appearing, **HEREBY ORDERS AND DECREES AS FOLLOWS:**

1. The Court now GRANTS approval of Plaintiffs’ Motion and the Parties’ Settlement by way of this PAGA Approval Order. All capitalized terms used for purposes of this PAGA Approval Order have the same meaning as given in the Settlement, unless otherwise indicated.

2. The Court finds that the terms of the Settlement are reasonable. In granting settlement approval, the Court has considered the factors identified in *O’Connor v. Uber Technologies* (N.D. Cal. 2016) 201 F.Supp.3d 1110, *Villalobos v. Calandri Sunrise Farm LP* (C.D. Cal. July 22, 2015) No. CV 12-2615 PSG (JEMx), 2015 WL 12732709, and other relevant authority providing a coherent framework for evaluating this Settlement.

3. The Court finds the Settlement was the product of informed, arm’s-length, non-collusive negotiations by the Parties. In making these findings, the Court considered Defendant’s potential liability, the benefit to the State of California, allocation of settlement proceeds among Aggrieved Employees, and the fact that the Settlement represents a compromise of the Parties’ respective positions rather than the result of a finding of liability at trial. The Court finds that the terms of the Settlement have no obvious deficiencies. The Court further finds that the risks of further prosecution are substantial and include: (1) the risks that penalties would be reduced after evaluation of the totality of the circumstances, and (2) the possibility that no penalties would be awarded for some or all of the alleged violations.

1 4. The Court finds that Plaintiffs have exhausted all administrative remedies required to
2 bring the PAGA claims asserted in this Action and are authorized to act as private attorneys general
3 with respect to the PAGA claims being released under the terms of the Settlement. Pursuant to California
4 Labor Code section 2699(s)(2), the LWDA was given notice of the Settlement and the hearing on Plaintiffs'
5 Motion, has not objected, and is therefore bound by this PAGA Approval Order.

6 5. The Court identifies the “Aggrieved Employees” as:

7 All non-exempt employees who worked at any of Defendant’s restaurants in the
8 State of California at any time during the PAGA Period.

9 6. The “PAGA Period” means:

10 August 31, 2023, through June 26, 2025.

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12 7. The Gross Settlement Amount shall be at least **\$350,000.00**, subject to potential increase
13 under the Escalator Clause at Paragraph 38 of the Settlement. Defendant’s settlement funding contribution
14 will be due on the later of (i) 15 calendar days after the Effective Date, or (ii) March 31, 2026. The “Effective
15 Date” means the later of (i) the 61st day after service of notice of entry of the Final Order and Judgment
16 approving the Settlement, if no appeal, or writ has been filed, or (ii) if an appeal, review, or writ is sought
17 from the Final Order and Judgment, the day after the Final Order and Judgment is affirmed or the appeal,
18 review, or writ is dismissed or denied, and the Final Order and Judgment are no longer subject to further
19 judicial review. Disbursement will occur within 20 calendar days after Defendant fully funds the GSA. Any
20 funds remaining uncashed after 180 days from issuance, plus any accrued interest that has not otherwise been
21 distributed pursuant to order of the Court, shall be transmitted to *cy pres* recipient Marin CASA.

22 8. After deducting the Enhancement Awards to each Plaintiff, the PAGA Counsel Fees
23 Payment, the PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment, in
24 the amounts specified below, the remainder for allocation as PAGA Penalties will be approximately
25 **\$209,333.33**. The LWDA shall receive 65% of the PAGA Penalties (at least **\$136,066.66**), and the Aggrieved
26 Employees shall receive 35% (at least **\$73,266.66**).

27 9. The Court approves CPT Group, Inc. to serve as the Administrator of this Settlement, and
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awards an Administration Expenses Payment payable to the Administrator from the Gross Settlement Amount in an amount of **\$9,000.00** to effectuate administration of the Settlement.

10. The Court awards each Plaintiff an Enhancement Award payable from the Gross Settlement Amount in the amount of **\$7,500.00 each (for a total of \$15,000.00)**, which shall be paid in addition to any Individual PAGA Payment that Plaintiffs are eligible to receive as Aggrieved Employees.

11. The Court awards PAGA Counsel attorneys' fees payable from the Gross Settlement Amount in the amount of **\$94,786.62**. The Court arrived at this amount by calculating one-third of the Gross Settlement Amount (\$116,666.67) and deducting the requested litigation costs of \$21,880.05) as payment for reasonable attorneys' fees, with 75% to Moon Law Group, PC and 25% to Capstone Law APC. The Court finds this award is reasonable compared to amounts routinely approved in similar settlements and as guided by the California Supreme Court's decision concerning the awarding of fees from monetary funds for class members. (*Laffitte v. Robert Half International, Inc.* (2016) 1 Cal. 5th 480, 503.) PAGA Counsel undertook representation on a contingency basis despite the uncertainty of any fee award. PAGA Counsel were necessarily precluded from pursuing other potential sources of fees because of work and fiduciary duties owed in connection with this Action. The Court observes that this is not a class action; it is more akin to contingent representation with an additional requirement of Court review due to the *qui tam* nature of a PAGA claim. Attorneys' fees that are fifty percent of a common fund are typically considered the upper limit, with thirty to forty percent commonly awarded in cases where the settlement is relatively small. (*See Van Vranken v. Atlantic Richfield Co.* (N.D. Cal. 1995) 901 F. Supp. 294 [stating that most cases where 30–50 percent was awarded involved “smaller” settlement funds of under \$10 million].) Based on these considerations, and after conducting a lodestar cross-check, by the Court, the Court finds the fee award of **\$94,786.62** is reasonable and fair.

12. The Court awards to PAGA Counsel a PAGA Counsel Litigation Expenses Payment payable from the Gross Settlement Amount in the amount of **\$21,880.05** (this is in addition to the fee award of \$94,786.62) as reimbursement for actual litigation costs, with \$18,407.70 to Moon Law Group, PC and \$3,472.35 to Capstone Law APC. The Court finds these costs were actually and necessarily incurred by PAGA Counsel during this Action.

1 13. Releases of Claims:

2 a. Release by Aggrieved Employees and the State of California.

3 i. Terms of Release: Upon the Funding Date, in exchange for the consideration recited
4 in the Settlement, Plaintiffs, as the representatives for the State of California and all Aggrieved
5 Employees, and on behalf of their current, former, and future heirs, executors, administrators,
6 attorneys, agents, and assigns will forever completely release and discharge the Released Parties of
7 any and Released Claims. The Aggrieved Employees and the State of California are deemed by
8 operation of the Final Order and Judgment to have agreed not to sue or otherwise make a claim against
9 any of the Released Parties for any Released Claims. The release will not be effective until Defendant
10 has made all payments due under the terms of the Settlement.

11 ii. The Released Claims are all claims or causes of action for PAGA penalties that were,
12 or could have been, asserted in Plaintiffs' August 31, 2024, and November 21, 2024 notice letters to
13 the LWDA and operative complaints in the Actions, pursuant to the California Labor Code Private
14 Attorneys general Act of 2004, Labor Code §§ 2698, *et seq.*, based on the alleged violations of Labor
15 Code §§ 201, 202, 203, 204, 210, 212, 213, 218.5, 218.6, 223, 225.5, 226, 226.3, 226.7, 227.3, 256,
16 510, 512, 516, 558, 1174, 1174.5, 1194, 1194.2, 1194.5, 1197, 1197.1, 1198, 2699, 2699.3, 2699.5,
17 2802, and all applicable IWC California Wage Orders, whether for civil penalties or attorneys' fees
18 and costs arising out of the PAGA claims at issue, including for failure to pay all wages earned for
19 all hours worked at the correct rate including minimum, regular, and overtime wages; failure to
20 provide meal periods or additional pay in lieu thereof; failure to provide rest breaks or additional pay
21 in lieu thereof; failure to reimburse necessary business expenses; failure to timely pay wages owed
22 during employment; failure to timely pay wages upon separation; failure to pay all accrued vacation
23 wages at termination; issuance of final wages through unlawful payroll debit cards; failure to issue
24 accurate itemized wage statements; and failure to maintain proper records.

25 iii. No Claims Based on Stipulation and Agreement. No Aggrieved Employee will have
26 any claim against any of the Released Parties, Defendant's counsel, the Representative Plaintiffs, or
27 PAGA Counsel, based on errors in administering claims or performing the mailing and skip-tracing
28 requirements of the Settlement Administrator under the Settlement.

1 b. General Release by Plaintiffs.

2 i. Terms of Release. Upon the Funding, in exchange for the consideration recited in
3 the Settlement Agreement, including the Enhancement Awards, Plaintiffs, on behalf of
4 themselves, and on behalf of their current, former, and future heirs, executors, administrators,
5 attorneys, agents, and assigns, do hereby and forever release, waive, acquit and discharge the
6 Released Parties from all claims (known or unknown) which they have, had or might otherwise
7 have had against the Released Parties, from the beginning of time to the date they sign this
8 Agreement, regarding any aspect of their employment including, but not limited to, the Released
9 Claims, any common law or statutory torts, any federal, state or governmental constitution,
10 statute, regulation or ordinance, and any claim for wages or any other compensation or benefit.

11 ii. California Civil Code Section 1542. Upon the Funding Date, and in exchange for
12 consideration recited in the Settlement, Plaintiffs will be deemed to have and by operation of the
13 Final Order and Judgment will have expressly waived and relinquished to the fullest extent
14 permitted by law, the provisions, rights, and benefits of section 1542 of the California Civil Code
15 which provides as follows: “A general release does not extend to claims that the creditor or
16 releasing party does not know or suspect to exist in his or her favor at the time of executing the
17 release and that, if known by him or her, would have materially affected his or her settlement
18 with the debtor or released party.”

19 iii. No Other Actions. The Plaintiffs are deemed by operation of the Final Order and
20 Judgment to have agreed not to sue or otherwise make any claim against any of the Released
21 Parties based upon any action, even, or occurrence prior to the date Plaintiffs signed the
22 Settlement Agreement.

23 c. Release by PAGA Counsel. Upon the Funding Date, PAGA Counsel releases on behalf of
24 their present and former attorneys, employees, agents, successors and assigns, the Released Parties
25 from all claims for attorneys’ fees and costs incurred in connection with the facts and theories alleged
26 in the Complaints in the Actions, the PAGA Notices, and the Released Claims.

27 d. Released Parties. Defendant and their current and former parents, predecessors or
28 successors, holding companies, affiliated companies, entities, owners, shareholders, members,

1 partners, officers, directors, managers, employees, insurers, and agents.

2 14. Upon entry of this PAGA Approval Order, the Parties and the Administrator shall effectuate
3 all terms of the Settlement, including Defendant's funding obligations, based on the provisions and timelines
4 set forth therein and consistent with this PAGA Approval Order.

5 15. Each side is to bear its own costs and attorneys' fees, except as provided by the Settlement
6 and this PAGA Approval Order.

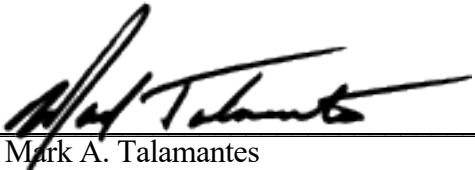
7 16. The Court will enter Judgment in accordance with this PAGA Approval Order and
8 dismissing this entire Action, including the Released PAGA Claims, with prejudice.

9 17. Nothing in this PAGA Approval Order, the Settlement, or the accompanying Judgment will
10 be construed as an admission or concession by any Party.

11 18. Pursuant to California Code of Civil Procedure section 664.6 and notwithstanding entry of
12 this PAGA Approval Order or Judgment, the Court will have and retain continuing jurisdiction over the
13 Action and over all Parties and the Aggrieved Employees, to the fullest extent necessary or convenient to
14 enforce and effectuate the terms and intent of the Settlement and all matters provided for in it, and to interpret
15 it.

16 **IT IS SO ORDERED AND DECREED.**

17 Dated: 06/15/2026

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Hon. Mark A. Talamantes
19 Judge of the Superior Court, Marin County