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17 SUPERIOR COURT OF THE STATE OF CALIFORNIA

18 FOR THE COUNTY OF MARIN

19 DEYSI CASILLAS, as an aggrieved employee
20 pursuant to the Private Attorneys General Act
("PAGA"), on behalf of the State of California
21 and other non-party Aggrieved Employees,

22 Plaintiff,

23 vs.

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

25 Defendants.
26
27
28

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

ASSIGNED FOR ALL PURPOSES TO:
HON. ANDREW E. SWEET; DEPT. E

**STIPULATION AND AGREEMENT FOR
PAGA REPRESENTATIVE ACTION
SETTLEMENT**

Date Action Filed: January 27, 2025
Trial Date: Not Set

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This Stipulation and Agreement for PAGA Representative Action Settlement is made and entered into by and between Plaintiffs Deysi Casillas and Pedro Enrique Guillen Quevedo (“**Plaintiffs**”), on behalf of themselves and as representatives of the State of California and the Aggrieved Employees (as defined in Paragraph 2, below), on the one hand, and Defendant Pacific Catch, Inc. (“**Defendant**”), on the other hand (collectively, the “**Parties**”), and is made in compromise of disputed claims. The Parties agree that the above-entitled representative action shall be settled on the terms and conditions set forth in this Stipulation, subject to the approval of the Court pursuant to Section 2699(s) of the California Private Attorneys’ General Act of 2004, Labor Code §§ 2698, *et seq.* (“**PAGA**”).

DEFINITIONS

1. “**Actions**” means and refers to the PAGA representative claims pending in (1) *Deysi Casillas v. Pacific Catch, Inc.*, Marin County Superior Court, Case No. CV0005198 (“**Casillas Action**”), and (2) *Pedro Enrique Guillen Quevedo v. Pacific Catch, Inc.*, Marin County Superior Court, Case No. CV0007313 (“**Quevedo Action**”) (formerly San Francisco County Superior Court Case No. CGC-24-618262 prior to the case being transferred to Marin County Superior Court).

2. “**Aggrieved Employees**” means all non-exempt employees who worked at any of Defendant’s restaurants in the State of California at any time during the PAGA Period (the “**Aggrieved Employees**”).

3. “**Agreement**,” “**Settlement**,” and “**Settlement Agreement**” mean this Stipulation and Agreement for PAGA Representative Action Settlement, which the Parties acknowledge sets forth all material terms and conditions of the Settlement between them, and which is subject to Court approval pursuant to Section 2699(s) of the California Private Attorneys’ General Act of 2004, Labor Code §§ 2698, *et seq.*

4. “**Court**” means the California Superior Court, County of Marin.

5. “**Defendant**” means Pacific Catch, Inc.

6. “**Effective Date**” of this Agreement shall be the later of: (i) the 61st day after service of notice of entry of the Final Order and Judgment, if no appeal, review, or writ has been filed; or (ii) if an appeal, review, or writ is sought from the Final Order and Judgment, the day after the Final

Order and Judgment is affirmed or the appeal, review, or writ is dismissed or denied, and the Final Order and Judgment are no longer subject to further judicial review. The Effective Date is conditioned upon all of the following occurring: (a) this Agreement has been signed by the Parties, PAGA Counsel, and Defendant's counsel; and (b) the Court has entered the Final Order and Judgment.

7. **"Enhancement Award"** means the amount the Court authorizes to be paid to each of the Representative Plaintiffs in addition to their respective Individual PAGA Payments, in recognition of their efforts and work in prosecution of the Actions, up to \$7,500.00 each.

8. **"Final Order and Judgment"** means the proposed order granting approval of the Settlement and entering Judgment, in the form substantially similar to that attached to this Agreement as Exhibit B.

9. **"Gross Settlement Amount"** means a maximum total of \$350,000.00, which includes all payments owing as a result of this Agreement and includes: the Net Settlement Amount; Settlement Administration Costs; Plaintiffs' Enhancement Award; and PAGA Counsel Attorneys' Fees and Costs as awarded by the Court.

10. **"LWDA Payment"** means a payment to the California Labor Workforce and Development Agency ("LWDA") in an amount equal to 65% of the Net Settlement Amount.

11. **"Net Settlement Amount"** is the Gross Settlement Amount less (1) PAGA Counsel's Attorneys' Fees and Costs; (2) Plaintiffs' Enhancement Award; and (3) Settlement Administration Costs.

12. **"PAGA Aggrieved Employee Payment"** means a payment of 35% of the Net Settlement Amount, which the Parties have agreed to pay the Aggrieved Employees in connection with the settlement of the PAGA Claim.

13. **"PAGA Claim"** means the claim for civil penalties under the PAGA alleged in the Actions and stated in Plaintiffs' August 31, 2024 and November 21, 2024 notice letters to the LWDA, true and correct copies of which are attached as Exhibit C.

14. **"PAGA Counsel"** means Kane Moon, Allen Feghali, and Jacquelyne Vanemmerik of Moon Law Group, P.C. and Raul Perez, Roxanna Tabatabaepour, Ryan Tish, and Alexander

Wallin of Capstone APC.

15. “**PAGA Period**” means August 31, 2023, through the date the Court grants approval of the Settlement, subject to the escalator provision in Section 38.

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

17. “**Released Parties**” means Defendant and their current and former parents, predecessors or successors, holding companies, affiliated companies, entities, owners, shareholders, members, partners, officers, directors, managers, employees, insurers, and agents.

18. “**Representative Plaintiffs**” means Plaintiffs Pedro Enrique Guillen Quevedo and Deysi Casillas.

19. “**Settlement Administrator**” shall mean CPT Group, Inc., or another neutral third-party administrator chosen by the Parties, subject to approval by the Court.

RECITALS

20. On August 19, 2024, Plaintiff Pedro Enquire Guillen Quevedo filed a class action complaint in the *Quevedo* Action.

21. On August 31, 2024, Plaintiff Pedro Enrique Guillen Quevedo sent a PAGA Notice

1 to the LWDA, with a copy to Defendant. On November 5, 2024, Plaintiff Pedro Enrique Guillen
2 Quevedo filed his first amended complaint to include a PAGA representative claim in the *Gutierrez*
3 Action.

4 22. On November 21, 2025, Plaintiff Deysi Casillas filed a class action complaint in the
5 action styled, *Deysi Casillas v. Pacific Catch, Inc.*, Marin County Superior Court, Case No.
6 CV0004582 (the “**Casillas Class Action**”).

7 23. On November 21, 2024, Plaintiff Deysi Casillas sent a PAGA Notice to the LWDA,
8 with a copy to Defendant. On January 27, 2025, Plaintiff Deysi Casillas filed a PAGA representative
9 action in the *Casillas* Action.

10 24. On March 3, 2025, the Parties participated in a mediation with Mediator Hon. Carl
11 J. West (Ret.), a respected mediator of complex wage-and-hour actions. The Parties, with the
12 assistance of the Mediator’s evaluations, reached the settlement that is memorialized in this
13 Agreement.

14 25. On or around April 10, 2024, Defendant filed notices of related cases in the *Quevedo*,
15 *Casillas*, and *Casillas* Class Actions.

16 26. On April 17, 2025, the Court in the *Quevedo* Action entered an order dismissing the
17 class action allegations and claims from the operative complaint in the *Quevedo* Action.

18 27. On July 11, 2025, as part of the settlement, the Court in the *Quevedo* Action entered
19 an order transferring the *Quevedo* Action from San Francisco County Superior Court to Marin
20 County Superior Court where the *Casillas* Action is pending.

21 28. In September 2025, as part of the settlement, Casillas’ counsel will file a request to
22 dismiss the *Casillas* Class Action without prejudice.

23 29. The Parties agree that they will take all actions necessary to ensure that the PAGA
24 representative claim pending in the *Casillas* Action is consolidated with the *Quevedo* Action for
25 purposes of settlement, with the *Casillas* Action serving as the lead case.

26 30. The Parties agree that after the consolidation of the *Quevedo* Action is complete,
27 Plaintiff Deysi Casillas will file a consolidated first amended complaint alleging the wage-and-hour
28 violations set forth in Representative Plaintiffs’ August 31, 2024 and November 21, 2024, notice

1 letters to the LWDA and the operative complaints in the *Quevedo* Action and *Casillas* Action.

2 31. The Parties have conducted a thorough investigation into the facts of the Actions.
3 This included exchanging data and information, as well as documents relating to the underlying
4 alleged violations.

5 32. Representative Plaintiffs believe that the Settlement is fair, reasonable, and adequate.
6 The Parties understand, acknowledge, and agree that this Settlement Agreement constitutes a
7 compromise of Representative Plaintiffs' and the Aggrieved Employees' PAGA Claim, and that it
8 is the desire and intention of the Parties to effect a final and complete resolution of the PAGA Claim
9 that the Representative Plaintiffs and the Aggrieved Employees have against Defendant or any
10 persons or companies affiliated with Defendant based on employment with Defendant.

11 33. The Parties enter into this Settlement Agreement on a conditional basis. In the event
12 the Court does not enter a Final Order and Judgment as defined in this Settlement Agreement, this
13 Settlement Agreement will be deemed null and void *ab initio* and will be of no force or effect
14 whatsoever, and will not be referred to or utilized for any purpose whatsoever.

15 34. Defendant denies that it engaged in any misconduct in connection with the wage-
16 and-hour practices associated with the Aggrieved Employees. Defendant further denies that it has
17 any liability of any kind associated with the claims alleged in the Actions. Defendant contends that
18 it has complied with both federal and state wage-and-hour laws, and all other laws regulating its
19 relationship with the Aggrieved Employees, including the Representative Plaintiffs.

20 35. Defendant denies all of the claims in the Actions, and does not waive, but rather
21 expressly reserves, all rights to challenge all such claims and allegations upon all legal, procedural
22 and factual grounds should this Settlement Agreement not become final. This Settlement
23 Agreement reflects a compromise reached to end litigation.

24 36. The Parties stipulate and agree to the following terms of this Settlement Agreement
25 with the intent that this Agreement finally disposes of the Actions with prejudice as set forth in this
26 Agreement.

27 **TERMS AND CONDITIONS**

28 37. **Settlement Payments and Calculation of Claims.** Subject to final Court approval

and the conditions specified in this Agreement, and in consideration of the mutual covenants and promises set forth in this Agreement, Defendant agrees to pay the Gross Settlement Amount of **\$350,000.00**. For the avoidance of doubt, except for the employer taxes necessary to effectuate the settlement, Defendant shall not be required to pay any amount over \$350,000.00 for this Settlement. The Gross Settlement Amount includes, but is not limited to, payments to be made to PAGA Counsel's attorneys' fees and costs, the LWDA Payment and Aggrieved Employee Payment, Plaintiffs' Enhancement Awards, and Settlement Administration Costs. The following table summarizes the allocation of the Gross Settlement Amount:

Gross Settlement Amount of \$350,000.00 Is Broken Down As Follows:

- PAGA Counsel Attorneys' Fees not to exceed **33.33% (or \$116,666.67)**.
- PAGA Counsel's Costs not to exceed **\$25,000.00**.
- Plaintiffs' Enhancement Awards not to exceed **\$15,000.00** (combined).
- Settlement Administration Costs, not to exceed **\$9,000.00**.
- Approximately **\$184,333.33** for the Net Settlement Amount:
 - 35% of the Net Settlement Amount for the PAGA Aggrieved Employee Payment (approximately **\$64,516.67**).
 - 65% of the Net Settlement Amount for the LWDA Payment (approximately **\$119,816.66**).

38. **Settlement Escalator.** The Settlement is based on the agreement that there were no more than 31,955 pay periods worked by the Aggrieved Employees in the period from August 31, 2023, through March 10, 2025. Should the actual number of pay periods during the entire PAGA Period exceed that amount by more than 10% (i.e., by more than 3,196 pay periods or 35,151 pay periods), Defendant will have the choice of either: (a) paying a proportional increase in the Gross Settlement Amount for each additional pay period over 35,151; or (b) modifying the end date of the PAGA Period to a date that avoids incurring the pro rata increase. The Parties agree that any increase to the Gross Settlement Amount made pursuant to this provision will increase the applicable attorneys' fees payable to PAGA Counsel such that the attorneys' fees remain one-third of the adjusted Gross Settlement Amount.

39. **Apportionment of Gross Settlement Amount.** The Parties agree, subject to Court approval and the conditions specified in this Agreement, that the Gross Settlement Amount shall be apportioned as follows:

1 a. Settlement Administration Fees and Costs: The fees and costs associated
 2 with settlement administration (*e.g.*, preparing and mailing payments to the Aggrieved Employees,
 3 tax documentation, etc.) (the “**Settlement Administration Costs**”) will be paid from the Gross
 4 Settlement Amount and are estimated to be up to **\$9,000.00**. The Parties agree to use CPT Group,
 5 Inc. as the Settlement Administrator. To the extent Settlement Administration Costs are not
 6 approved by the Court in the amounts set forth above, and the order becomes final, then the non-
 7 approved amount will be added to the Net Settlement Amount to be distributed based on the formula
 8 set forth in Paragraph 39.d.

9 b. PAGA Counsel’s Attorneys’ Fees and Costs: The Parties agree that, subject
 10 to the Court’s review and approval, PAGA Counsel will be paid from the Gross Settlement Amount
 11 an amount that is up to 33.33% of the Gross Settlement Amount for attorneys’ fees (**\$116,666.67**),
 12 plus actual litigation costs, not to exceed **\$25,000.00**. PAGA Counsel Moon Law Group, P.C. will
 13 be entitled to a share of the awarded fees in an amount equal to 75% (currently estimated at
 14 \$87,500.00) and actual litigation costs, not to exceed \$20,500.00. PAGA Counsel Capstone Law
 15 APC will be entitled to a share of the awarded fees in an amount equal to 25% (currently estimated
 16 at \$29,166.67) and actual litigation costs, not to exceed \$4,500.00. Except as provided in this
 17 Paragraph 39.b, each party will bear its own attorneys’ fees, costs, and expenses incurred in the
 18 prosecution, defense, or settlement of the Actions. To the extent attorneys’ fees and costs are not
 19 approved by the Court in the amounts set forth above, and the order becomes final, then the non-
 20 approved amounts will be added to the Net Settlement Amount to be distributed based on the
 21 formula set forth in Paragraph 39.d.

22 c. Representative Plaintiffs’ Enhancement Awards. The Parties agree that,
 23 subject to the Court’s review and approval, Representative Plaintiffs will each receive an
 24 enhancement award of **\$7,500.00** for their services in bringing the Actions on behalf of the
 25 Aggrieved Employees, which will be paid from the Gross Settlement Amount. To the extent the
 26 Enhancement Awards are not approved by the Court in the amounts set forth above, and the order
 27 becomes final, then the non-approved amount will be added to the Net Settlement Amount to be
 28 distributed based on the formula set forth in Paragraph 39.d.

d. Net Settlement Amount: After deducting PAGA Counsel's Attorneys' Fees and Costs, Plaintiffs' Enhancement Awards, and the Settlement Administration Costs from the Gross Settlement Amount, the remaining amount will comprise the Net Settlement Amount. The Net Settlement Amount is comprised of the LWDA Payment and the PAGA Aggrieved Employee Payment. The Net Settlement Amount of approximately **\$184,333.33** shall be allocated 65% to the LWDA Payment, which is estimated to total **\$119,816.66** ($\$184,333.33 \times 0.65$). The remaining 35% of the Net Settlement Amount, estimated to total **\$64,516.67** ($\$184,333.33 \times 0.35$), shall be allocated to the PAGA Aggrieved Employee Payment to be paid to the Aggrieved Employees on a *pro rata* basis as noted below, which shall be referred to as the Aggrieved Employee's "**Individual PAGA Payment**."

Example:

Aggrieved Employee A was actively employed during the PAGA Period for 25 pay periods. All Aggrieved Employees were actively employed a combined total of 31,955 pay periods during the PAGA Period. Aggrieved Employee A's Individual PAGA Payment would be calculated as follows:

- 25 pay periods for Aggrieved Employee A $\div$ 31,955 total pay periods for all Aggrieved Employees = 0.078%.
- Aggrieved Employee A is entitled to an Individual PAGA Payment in an amount that is 0.078% of the PAGA Aggrieved Employee Payment.¹

e. Taxes and Reporting: The Individual PAGA Payments will be treated as non-wage income to the Aggrieved Employees and reported by the Settlement Administrator on IRS Form 1099. PAGA Counsel will each be reported by the Settlement Administrator on IRS Form 1099.

40. **Release By Aggrieved Employees and the State of California.**

a. Terms of Release. Upon the Funding Date, as defined below, in exchange for the consideration recited in this Settlement Agreement, Representative Plaintiffs, as the

¹ The Individual PAGA Payment will be rounded to the nearest penny, with .005 rounded up.

representatives for the State of California and all Aggrieved Employees, and on behalf of their current, former, and future heirs, executors, administrators, attorneys, agents, and assigns will forever completely release and discharge the Released Parties of any and all Released Claims, as defined in Paragraph 16. The Aggrieved Employees and the State of California are deemed by operation of the Final Order and Judgment to have agreed not to sue or otherwise make a claim against any of the Released Parties for any Released Claims. The release will not be effective until Defendant has made all payments due under the terms of this Settlement Agreement.

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

41. **General Releases By Representative Plaintiffs.**

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

b. California Civil Code Section 1542. Upon the Funding Date, as defined below, and in exchange for consideration recited in this Settlement Agreement, the Representative Plaintiffs will be deemed to have, and by operation of the Final Order and Judgment will have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits of section 1542 of the California Civil Code which provides as follows:

"A general release does not extend to claims that the creditor or releasing party

1 **does not know or suspect to exist in his or her favor at the time of executing the**
2 **release and that, if known by him or her, would have materially affected his or**
3 **her settlement with the debtor or released party.”**

4 c. No Other Actions. The Representative Plaintiffs are deemed by operation of
5 the Final Order and Judgment to have agreed not to sue or otherwise make any claim against any of
6 the Released Parties based upon any action, event, or occurrence prior to the date the Representative
7 Plaintiffs sign this Settlement Agreement.

8 42. Release by PAGA Counsel. Upon the Funding Date, as defined below, PAGA
9 Counsel releases on behalf of their present and former attorneys, employees, agents, successors and
10 assigns, the Released Parties from all claims for attorneys’ fees and costs incurred in connection
11 with the facts and theories alleged in the Complaints in the Actions, the PAGA Notices, and the
12 Released Claims.

13 43. Request For Final Order and Judgment.

14 a. Upon execution of this Agreement, the Representative Plaintiffs shall
15 promptly file a stipulation or unopposed motion with the Court requesting approval of this
16 Settlement by submitting a proposed Final Order and Judgment, in a form substantially similar to
17 Exhibit B.

18 b. The Representative Plaintiffs shall not file the stipulation or unopposed
19 motion requesting final approval or final judgment with the Court until Defendant has reviewed and
20 approved it, which approval will not be unreasonably withheld.

21 c. On the date Representative Plaintiffs file the stipulation or unopposed motion
22 discussed in this Paragraph, Plaintiffs will also submit to the LWDA a notice of the Settlement
23 enclosing a copy of the Settlement Agreement. Plaintiffs’ notice of the Settlement to the LWDA
24 shall comply with the notice requirement of PAGA.

25 44. Settlement Funding.

26 a. On or before March 24, 2026, the Settlement Administrator shall send
27 Defendant’s counsel electronic wiring instructions to fund the Gross Settlement Amount.

28 b. The Gross Settlement Amount shall be funded on March 31, 2026, or 15

calendar days after the Effective Date, whichever is later (the “**Funding Date**”).

c. Within twenty (20) calendar days after the Funding Date, the Settlement Administrator shall issue all payments required by this Agreement (the “**Payment Date**”).

45. **PAGA List.**

Within ten (10) calendar days after the Effective Date, Defendant will provide a PAGA List to the Settlement Administrator, which will identify all Aggrieved Employees by name, social security number, and last known home address (“**PAGA List**”). The PAGA List will also contain the number of pay periods credited to each Aggrieved Employee.

46. **List Of Individual Settlement Amounts.**

Within ten (10) calendar days after the Settlement Administrator receives the PAGA List, the Settlement Administrator will provide to PAGA Counsel and Defendant’s counsel a Proceeds List reflecting the Individual PAGA Payment for each Aggrieved Employee (“**Proceeds List**”). The Proceeds List provided to PAGA Counsel will not include the Aggrieved Employees’ names, social security numbers, or contact information.

47. **PAGA Payments to Aggrieved Employees.**

a. On the Payment Date, the Settlement Administrator will mail to each Aggrieved Employee, via first-class United States Mail, the following: (a) the PAGA Settlement Notice, attached as Exhibit A to this Agreement, and (b) their Individual PAGA Payment (collectively, the “**PAGA Packet**”).

b. Prior to mailing, the Settlement Administrator will update all addresses using the National Change of Address System (NCOA). In the event that a PAGA Packet is returned to the Settlement Administrator with a forwarding address, the Settlement Administrator will re-send the PAGA Packet to the forwarding address identified. If no forwarding address is provided, then the Settlement Administrator will promptly conduct a “standard search,” sometimes called, “Skip Trace” or “Credit Header” searches, to locate a better address. If a better address is found, the Settlement Administrator will promptly re-send the PAGA Packet. If a better address is not found or the PAGA Packet is ultimately returned without a forwarding address, neither the Settlement Administrator, Defendant, or PAGA Counsel shall be required to take further action.

c. Aggrieved Employees shall have 180 calendar days after the date the PAGA Packet is mailed to them to cash their settlement payment checks. If any Aggrieved Employee's check is not cashed within that period, the settlement payment check will be voided and a stop-payment will be issued. Neither Defendant, Defendant's counsel, Representative Plaintiffs, nor PAGA Counsel will have any liability for lost or stolen settlement payment checks, forged signatures on settlement payment checks, unauthorized negotiation of settlement payment checks or failure to timely cash a settlement payment check within the 180-day period.

d. Any unpaid cash residue or unclaimed Aggrieved Employee funds, plus any accrued interest that has not otherwise been distributed pursuant to order of the Court, shall be transmitted to Marin CASA.

48. **Payments Of Attorneys' Fees And Costs, and the LWDA Settlement Payment.**

a. On the Payment Date, the Settlement Administrator will pay from the Gross Settlement Amount the Representative Plaintiffs' Enhancement Awards as awarded by the Court. These payments will be made by sending directly to Plaintiffs, checks payable to "Pedro Enrique Guillen Quevedo" and "Deysi Casillas" in the amounts of the Court-approved Enhancement Awards.

b. On the Payment Date, the Settlement Administrator will pay from the Gross Settlement Amount to PAGA Counsel its Court-approved Attorneys' Fees and Costs.

c. On the Payment Date, the Settlement Administrator will pay the LWDA Payment from the Net Settlement Amount by issuing a check payable to "California Labor Workforce and Development Agency."

49. **Deadlines.**

If any deadline specified in this Agreement falls on a Saturday, Sunday, or Court holiday, the deadline will be automatically extended to the next regular business day. Unless specified otherwise, all references to "days" shall mean calendar days.

50. **Enforcement and Continuing Jurisdiction of the Court.**

Pursuant to the Parties agreement, this Settlement Agreement will be approved by the Court and will be enforceable by the Court pursuant to California Code of Civil Procedure section 664.6.

Even after the entry of the Final Order and Judgment, this Court will have and retain continuing jurisdiction over the Actions and over all Parties and the Aggrieved Employees, to the fullest extent necessary or convenient to enforce and effectuate the terms and intent of this Settlement Agreement and all matters provided for in it, and to interpret it.

51. **Mutual Full Cooperation.**

The Parties will fully cooperate with each other to accomplish the terms of this Settlement Agreement, including, but not limited to, execution of such documents and taking such other action as may be reasonably necessary or convenient to implement it.

52. **Non-Admission Of Liability.**

The Parties enter into this Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of continued litigation. In entering into this Agreement, Defendant does not admit, and specifically denies, that it has violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to the Actions. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Defendant of any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Agreement, this Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendant or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local or other applicable law.

53. **Effective Date Of Defendant's Obligations Under This Agreement.**

Defendant's obligations under this Settlement Agreement will become final and effective only upon the occurrence of the Effective Date. In the event that any of the conditions specified in this Settlement Agreement are not satisfied, or in the event that this Settlement does not obtain approval of the Court for any reason, all matters covered by this Agreement will be null and void. In such event, neither this Agreement, nor any negotiations leading to this Settlement, will be used

1 or construed by or against any Party as a determination, admission, or concession of any issue of
2 law or fact in the litigation; and the Parties do not waive, and instead expressly reserve, their
3 respective rights regarding the prosecution and defense of the Actions, including all available
4 defenses and affirmative defenses, and to challenge any claim, as if this Settlement Agreement never
5 existed.

6 54. **Nullification.**

7 If: (1) the Court should for any reason fail to enter the Final Order and Judgment; or (2) the
8 Court's Final Order and Judgment is reversed or modified as to any material term as defined above,
9 or declared or rendered void as to any material term as defined above, then (a) the Settlement
10 Agreement shall become null and void; (b) the Parties will revert to their respective positions
11 immediately prior to reaching the settlement; and (c) Defendant will be responsible for any
12 Settlement Administration Costs.

13 55. **Invalidation.**

14 Invalidation of any material term of this Settlement Agreement will invalidate this
15 Agreement in its entirety unless the Parties subsequently agree in writing that the remaining
16 provisions will remain in full force and effect.

17 56. **Confidentiality/No Publicity.**

18 Representative Plaintiffs and PAGA Counsel agree that the terms of this Settlement
19 Agreement (including, but not limited to, the Gross Settlement Amount), the negotiations leading
20 to the execution of this Settlement Agreement, and the Settlement Agreement itself, shall not be
21 discussed with or publicized or promoted to the media (including, without limitation, legal
22 periodicals and publications such as "Jury Verdicts," disclosure of the Settlement Agreement on any
23 web site of Representative Plaintiffs' counsel or any other website, or on any blogs, articles, or on
24 any social media platforms or channels), or the public at large, without the advance written consent
25 of Defendant. The Parties intend this Paragraph to prohibit Plaintiffs and their counsel from
26 discussing, answering questions about, promoting or publicizing the Settlement Agreement, its
27 terms, or the negotiations leading to the Settlement Agreement with anyone other than the Court or
28 those individuals necessary to effectuate the terms of the Agreement. Notwithstanding the

1 foregoing, Representative Plaintiffs and their counsel (1) may tell the public in general only that
2 certain claims “have been resolved by the Parties;” and (2) may disclose the terms of the Settlement
3 Agreement (a) in appropriate filings with the Court in this case; (b) where required by law (*e.g.*,
4 income tax returns); and (c) to accountants or other tax professionals for the purpose of preparing
5 tax returns. In addition, PAGA Counsel may respond to questions received from and discuss any
6 aspect of this Agreement with Aggrieved Employees. Nothing shall prevent PAGA Counsel from
7 referring to the Actions in court filings relating to the adequacy of counsel or for purposes of seeking
8 approval of other class or PAGA settlements.

9 57. **Entire Agreement.**

10 This Settlement Agreement constitutes the entire integrated agreement between the Parties
11 relating to the Actions, and no oral representations, warranties, or inducements have been made to
12 any party concerning this Settlement Agreement other than the representations, warranties, and
13 covenants contained and memorialized in this Settlement Agreement.

14 58. **Authorization To Act.**

15 PAGA Counsel warrant and represent that they are authorized by the Representative
16 Plaintiffs, and counsel of record for Defendant warrants that they are authorized by Defendant, to
17 take all appropriate action required or permitted to be taken by such Parties pursuant to this
18 Settlement Agreement to effectuate its terms, and to execute any other documents required to
19 effectuate the terms of this Settlement Agreement, except for any documents, including but not
20 limited to this Settlement Agreement, that are required to be executed by the Parties.

21 59. **Modification Only In Writing.**

22 This Settlement Agreement may be amended or modified only by a written instrument signed
23 by all Parties or their successors in interest.

24 60. **Binding On Successors.**

25 This Settlement Agreement is binding upon and will inure to the benefit of the Parties to this
26 Agreement, as well as their respective attorneys, past, present, and future predecessors, successors,
27 shareholders, officers, directors, employees, agents, trustees, representatives, administrators,
28 fiduciaries, assigns, insurers, executors, partners, parent corporations, subsidiaries, and related or

1 affiliated entities.

2 61. **No Prior Assignments.**

3 The Aggrieved Employees are deemed by operation of the Final Order and Judgment to
4 represent, covenant, and warrant that they have not directly or indirectly assigned, transferred,
5 encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any
6 liability, claim, demand, cause of action, or rights released and discharged by this Agreement.

7 62. **Governing Law.**

8 All terms of this Settlement Agreement will be governed by and interpreted according to the
9 laws of the State of California, without giving effect to conflicts of laws principles.

10 63. **Counterparts.**

11 This Settlement Agreement may be executed in one or more counterparts. All executed
12 counterparts and each of them will be deemed to be one and the same instrument. Counsel for the
13 Parties will exchange among themselves any signed counterparts.

14 64. **Headings For Convenience Only.**

15 The descriptive headings of any paragraphs or sections of this Settlement Agreement are
16 inserted for convenience of reference only and do not constitute a part of this Settlement Agreement.

17 65. **Construction Of This Agreement.**

18 The Parties agree that the terms and conditions of this Settlement Agreement are the result
19 of arms-length negotiations between the Parties and that this Settlement Agreement will not be
20 construed in favor of or against any Party by reason of the extent to which any Party, or her or its
21 counsel participated in the drafting of this Agreement. This Settlement Agreement constitutes the
22 entire agreement between the Parties. Except as expressly provided in this Agreement, this
23 Settlement Agreement has not been executed in reliance upon any other oral or written
24 representations or terms and no such extrinsic oral or written representations or terms will modify,
25 vary or contradict the terms of this Settlement Agreement. In entering this Settlement Agreement,
26 the Parties explicitly recognize California Civil Code section 1625 and California Code of Civil
27 Procedure section 1856(a), which provide that a written agreement is to be construed according to
28 its terms and may not be varied or contradicted by extrinsic evidence. The Representative Plaintiffs

1 and Defendant had available to them the advice and assistance of independent counsel. As such,
2 neither Representative Plaintiffs nor Defendant may claim that any ambiguity in this Settlement
3 Agreement should be construed against the other.

4 66. **Corporate Signatories.**

5 Any person executing this Settlement Agreement or any related document on behalf of a
6 corporate signatory warrants and promises for the benefit of all Parties that such person has been
7 duly authorized by such corporation to execute this Settlement Agreement or any related document.

8 67. **Representation By Counsel.**

9 All of the Parties hereto acknowledge that they have been represented by counsel throughout
10 all negotiations which preceded the execution of this Settlement Agreement and that this Agreement
11 has been executed with the consent and advice of counsel.

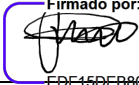
12 68. **Attorneys' Fees And Costs.**

13 Except as otherwise provided in this Agreement, the Parties will bear responsibility for their
14 own attorneys' fees and costs, taxable or otherwise, incurred by them or arising out of this Action
15 and will not seek reimbursement thereof from any Party to this Settlement Agreement. In the event
16 of a proven breach of this Agreement, the breaching party will be required to pay the prevailing
17 Party's reasonable attorneys' fees and costs incurred in enforcing this Agreement.

18 [SIGNATURE PAGE TO FOLLOW]
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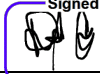
IT IS SO AGREED:

Dated: 11/19/2025

Firmado por:

EDF45DEB803148B...

Representative Plaintiff Pedro Enrique Guillen Quevedo

Dated: 11/25/2025

Signed by:

48B883E6F0C74A6...

Representative Plaintiff Deysi Casillas

Dated: November 18, 2025

PACIFIC CATCH, INC.

By: 
Name: Keith Cox
Title: CEO, Pacific Catch, Inc.

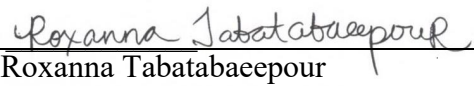
Dated: November 19, 2025

APPROVED AS TO FORM AND AGREEMENT TO BE BOUND BY PARAGRAPHS 42 & 56:

By: 
Kane Moon
MOON LAW GROUP, PC
Attorneys for PLAINTIFF PEDRO ENRIQUE GUILLEN QUEVEDO

Dated: November 26, 2025

APPROVED AS TO FORM AND AGREEMENT TO BE BOUND BY PARAGRAPHS 42 & 56:

By: 
Roxanna Tabatabaeepour
CAPSTONE LAW APC
Attorneys for PLAINTIFF DEYSI CASILLAS

Dated: November 18, 2025

APPROVED AS TO FORM:

By: 
Maria Z. Stearns
RUTAN & TUCKER, LLP
Attorneys for DEFENDANT PACIFIC CATCH, INC.

Exhibit A

[Date]

CPT Group, Inc.

[CPT Street Address]

[City, State Zip]

[Employee Name]

[Employee Street Address]

[City, State Zip]

Re: PAGA Settlement Payment

Dear Current or Former Pacific Catch, Inc. (“Pacific Catch”) Employee:

You have received this notice because Pacific Catch’s records indicate that you have worked for Pacific Catch at some time between August 31, 2023, through [REDACTED]. This notice relates to the settlement of consolidated lawsuits styled *Deysi Casillas v. Pacific Catch, Inc.*, and *Pedro Enrique Guillen Quevedo v. Pacific Catch, Inc.*, Marin County Superior Court, Case No. CV0005198 (collectively, the “Lawsuit”).

In the Lawsuit, Plaintiffs Deysi Casillas and Pedro Enrique Guillen Quevedo (“Plaintiffs”) seek civil penalties pursuant to the California Private Attorneys General Act (“PAGA”). PAGA allows employees to recover penalties on behalf of the State of California and on behalf of other employees “aggrieved” by wage-and-hour violations of an employer. Here, Plaintiffs seek penalties on behalf of themselves and other employees, including you, for alleged wage-and-hour violations on the part of Pacific Catch, including claims premised on the alleged: failure to pay all wages earned for all hours worked at the correct rate including minimum, regular, and overtime wages; failure to provide meal periods or additional pay in lieu thereof; failure to provide rest breaks or additional pay in lieu thereof; failure to reimburse necessary business expenses; failure to timely pay wages owed during employment; failure to timely pay wages upon separation; failure to pay all accrued vacation wages at termination; issuance of final wages through unlawful payroll debit cards; failure to issue accurate itemized wage statements; and failure to maintain proper records.

Pacific Catch strongly disputes Plaintiffs’ allegations and maintains that it has fully complied with all applicable law. The Court has not issued any ruling regarding the merits of the Lawsuit. Nonetheless, to avoid the cost and distraction of litigation, Pacific Catch has made a business decision to settle the Lawsuit, which settlement has been approved by the Court. As part of the Settlement, Pacific Catch agreed to pay a certain amount of penalties under PAGA. Under the PAGA statute, penalties are divided between the State of California and aggrieved employees, with the State receiving 65 percent of the penalties. Under the Settlement, Plaintiffs and the State have released the following claims on behalf of the State and allegedly aggrieved employees:

All claims or causes of action for PAGA penalties that were, or could have been, asserted in Plaintiffs’ August 31, 2024, and November 21, 2024 notice letters to the LWDA and operative complaints in the Actions, pursuant to the California Labor Code Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.*, based

on the alleged violations of Labor Code §§ 201, 202, 203, 204, 210, 212, 213, 218.5, 218.6, 223, 225.5, 226, 226.3, 226.7, 227.3, 256, 510, 512, 516, 558, 1174, 1174.5, 1194, 1194.2, 1194.5, 1197, 1197.1, 1198, 2699, 2699.3, 2699.5, 2802, and all applicable IWC California Wage Orders, whether for civil penalties or attorneys' fees and costs arising out of the PAGA claims at issue, including for failure to pay all wages earned for all hours worked at the correct rate including minimum, regular, and overtime wages; failure to provide meal periods or additional pay in lieu thereof; failure to provide rest breaks or additional pay in lieu thereof; failure to reimburse necessary business expenses; failure to timely pay wages owed during employment; failure to timely pay wages upon separation; failure to pay all accrued vacation wages at termination; issuance of final wages through unlawful payroll debit cards; failure to issue accurate itemized wage statements; and failure to maintain proper records.

The Released Parties include Pacific Catch and their current and former parents, predecessors or successors, holding companies, affiliated companies entities, owners, shareholders, members, partners, officers, directors, managers, employees, insurers, and agents

As part of the settlement, FM agreed to pay \$350,000.00, which includes the following payments: \$119,816.66 to the State of California; \$64,516.67 to the aggrieved employees; \$116,666.67 to Plaintiffs' counsel for attorneys' fees; \$25,000 to Plaintiffs' counsel for costs; \$7,500.00 for each Plaintiff's Enhancement Award; and \$9,000.00 for settlement administration costs. The enclosed settlement check represents your *pro-rata* portion of the Court-approved PAGA settlement to the aggrieved employees based on the number of pay periods you worked during the PAGA period.

You will not be retaliated against for cashing your check. Checks that are not cashed within 180 days of issuance will be voided, and the funds will be distributed to Marin CASA. Regardless of what you do with the settlement check, you will have released claims for penalties arising under PAGA as asserted in the Lawsuit.

If you have any questions about this notice, please contact the Settlement Administrator, CPT Group, Inc., at [REDACTED].

THIS NOTICE IS NOT AN EXPRESSION OF ANY OPINION BY THE COURT AS TO THE MERITS OF THE CLAIMS OR DEFENSES BY EITHER SIDE IN THE LAWSUIT. PLEASE DO NOT CONTACT THE COURT REGARDING THE CASE.