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**ELECTRONICALLY FILED**

Superior Court of California  
County of Marin

06/15/2026

James M. Kim, Clerk of the Court

J. Chen, Deputy

**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.

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

REPRESENTATIVE ACTION

~~PROPOSED~~ JUDGMENT

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**~~ **JUDGMENT**

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 consolidated matters (collectively, 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 ADJUDGES AND DECREES AS FOLLOWS:**

1. The Court has granted Plaintiffs’ Motion and the Parties’ Settlement by way of an Order Granting Motion for Approval of PAGA Settlement (the “PAGA Approval Order”). The PAGA Approval Order is incorporated herein in its entirety.

2. The Court now enters Judgment. The Judgment set forth herein is intended to be a final disposition of the Action in its entirety and is intended to be immediately appealable. All capitalized terms used for purposes of this Judgment have the same meaning as given in the Settlement, unless otherwise indicated.

3. In accordance with and for the reasons stated in the PAGA Approval Order, this Judgment is entered whereby Plaintiffs, PAGA Counsel, the California Labor and Workforce Development Agency (the “LWDA”), and the Aggrieved Employees, shall take nothing from Defendant, except as expressly set forth in the PAGA Settlement.

4. Plaintiffs have exhausted all administrative remedies required to bring the PAGA claims alleged in this Action and are authorized to act as private attorneys general with respect to the PAGA claims being released under the terms of the Settlement. Pursuant to Labor Code section 2699(s)(2), the LWDA was given notice of the Settlement and the hearing on Plaintiffs’ Motion, has not objected, and is therefore bound by this Judgment.

1           5.       The “Aggrieved Employees” are:

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

4           6.       The “PAGA Period” means:

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

6           7.       Releases of Claims:

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

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

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

iii. 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 the Settlement.

b. General Release by Plaintiffs.

i. Terms of Release. Upon the Funding Date, in exchange for the consideration recited in the Settlement Agreement, including the Enhancement Awards, Plaintiffs, on behalf of themselves, and on behalf of their current, former, and future heirs, executors, administrators, attorneys, agents, and assigns, do 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.

ii. California Civil Code Section 1542. Upon the Funding Date, and in exchange for consideration recited in the Settlement, 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 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."

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

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

d. Released Parties. 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.

8. All payments due by Defendant for settlement of this Action will be made pursuant to the Settlement, the PAGA Approval Order, and this Judgment.

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

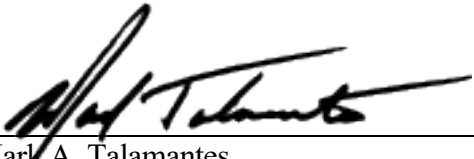
10. Nothing in the Settlement, the PAGA Approval Order, or this Judgment will be construed as an admission or concession by any Party.

11. Based on entry of the PAGA Approval Order and this Judgment, and in accordance with the Settlement, this entire Action is DISMISSED WITH PREJUDICE, including dismissal with prejudice of the Released Claims on behalf of Plaintiffs and all Aggrieved Employees.

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

**JUDGMENT IS SO ENTERED.**

Dated: 06/15/2026

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