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November 21, 2024

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(<https://dir.govfa.net/308>)

Subject: *Deysi Casillas v. Pacific Catch, Inc.*

Dear PAGA Administrator:

This office represents Deysi Casillas in connection with her claims under the California Labor Code. Ms. Casillas was an employee of PACIFIC CATCH, INC. ("PACIFIC CATCH").

The employer may be contacted directly at the address below:

PACIFIC CATCH, INC.
770 TAMALPAIS DRIVE, STE. 210
CORTE MADERA, CA 94925

Ms. Casillas intends to seek civil penalties, attorneys' fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 ("PAGA"). Ms. Casillas seeks relief on behalf of herself, the State of California, and other persons who are or were employed by PACIFIC CATCH as a non-exempt, hourly paid employee in California and who received at least one wage statement ("aggrieved employees"). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

PACIFIC CATCH employed Ms. Casillas as an hourly paid, non-exempt employee from approximately January 2023 to July 2024. Ms. Casillas worked for PACIFIC CATCH as a Host, Person in Charge, and Supervisor at its restaurant location in Dublin, California. During her employment, Ms. Casillas typically worked six (6) hours or more per day and six (6) days per week. Her job duties included, without limitation, greeting and seating customers, serving food, and assisting other employees to ensure smooth operation of the restaurant.

PACIFIC CATCH committed each of the following Labor Code violations against Ms. Casillas, the facts and theories of which follow, making her an “aggrieved employee” pursuant to California Labor Code section 2699(c)(1):¹

PACIFIC CATCH’s Company-Wide and Uniform Payroll and HR Practices

PACIFIC CATCH, INC. is a California corporation that owns and operates approximately 14 Pacific Catch: Westcoast Fish House restaurants throughout California. Upon information and belief, PACIFIC CATCH maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Corte Madera, California, for all non-exempt, hourly paid employees working for PACIFIC CATCH in California, including Ms. Casillas and other aggrieved employees. At all relevant times, PACIFIC CATCH issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Ms. Casillas and other aggrieved employees, regardless of their location or position.

Upon information and belief, PACIFIC CATCH maintains a centralized Payroll department at its corporate headquarters in Corte Madera, California, which processes payroll for all non-exempt, hourly paid employees working for PACIFIC CATCH in California, including Ms. Casillas and other aggrieved employees. Further, PACIFIC CATCH issues the same formatted wage statements in the same manner for all non-exempt, hourly paid employees in California, including Ms. Casillas and other aggrieved employees, irrespective of their location, position, or manner in which each employee’s employment ended. In other words, PACIFIC CATCH utilized the same methods and formulas when calculating wages due to Ms. Casillas and other aggrieved employees in California.

Violation of California Labor Code §§ 510 and 1198 – Unpaid Overtime

California Labor Code sections 510 and 1198 and the applicable Industrial Welfare Commission (“IWC”) Wage Order require employers to pay employees working more than eight (8) hours in a day or more than forty (40) hours in a workweek at the rate of time-and-one-half (1 ½) times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek. The applicable IWC Wage Order further provides that employers are required to pay employees working more than twelve (12) hours in a day overtime compensation at a rate of two (2) times their regular rate of pay. An employee’s regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including nondiscretionary bonuses and incentive pay.

During the relevant time period, PACIFIC CATCH willfully failed to pay all overtime wages owed to Ms. Casillas and other aggrieved employees. PACIFIC CATCH did not pay Ms. Casillas and other aggrieved employees the correct overtime rate for the recorded overtime hours that they generated. In addition to an hourly wage, PACIFIC CATCH paid Ms. Casillas and other aggrieved employees incentive pay, nondiscretionary bonuses, and/or other forms of remuneration. However,

¹ These facts, theories, and claims are based on Ms. Casillas’s experience and counsel’s review of those records currently available relating to Ms. Casillas’s employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of (because the aggrieved employee was not aware of the law’s requirements, the employer misinformed its employee of the law’s requirements, or because the employer effectively hid the violations). Thus, Ms. Casillas reserves the right to supplement this letter with additional facts, theories, and claims if she becomes aware of them subsequent to the submission of this letter.

in violation of the California Labor Code, PACIFIC CATCH failed to incorporate all compensation, including incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, into the calculation of the regular rate of pay for purposes of calculating the overtime wage rate. Therefore, during times when Ms. Casillas and other aggrieved employees worked overtime and received these other forms of pay, PACIFIC CATCH failed to pay all overtime wages by paying a lower overtime rate than required.

For example, PACIFIC CATCH paid Ms. Casillas and other aggrieved employees nondiscretionary bonuses which were listed on Ms. Casillas's and other aggrieved employees' wage statements as "Bonus." During pay periods that Ms. Casillas and other aggrieved employees were paid overtime wages, PACIFIC CATCH did not incorporate the nondiscretionary bonuses into Ms. Casillas's and other aggrieved employees' regular rate of pay and, as a result, paid them at incorrect and lower rates of pay for overtime hours worked. Specifically, PACIFIC CATCH paid Ms. Casillas and other aggrieved employees 1.5 times their hourly rate of pay instead of 1.5 times their regular rate of pay. PACIFIC CATCH's failure to properly calculate the overtime rates of pay based on all remuneration paid has resulted in an underpayment of overtime wages to Ms. Casillas and other aggrieved employees on a company-wide basis.

PACIFIC CATCH's failure to pay Ms. Casillas and other aggrieved employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198. Ms. Casillas and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring PACIFIC CATCH into compliance with the applicable IWC Wage Order and Labor Code sections 510 and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226.7, 516, and 1198 – Failure to Authorize and Permit Rest Periods

California Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order require employers to provide rest periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. The applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3 ½) hours.

To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must "relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest." *Augustus, et al. v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 273 (2016).

During the relevant time period, PACIFIC CATCH regularly failed to authorize and permit Ms. Casillas and other aggrieved employees to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. PACIFIC CATCH had, and continues to have, a policy and/or practice of understaffing its restaurant locations such that there were too few employees on

duty to handle the workload and attend to customers. Because PACIFIC CATCH did not employ or staff a sufficient number of employees to meet customer demand, there was no one available to relieve employees needing rest period coverage, and Ms. Casillas and other aggrieved employees were prevented from being relieved of all duty in order to take their rest periods. PACIFIC CATCH also failed to schedule rest periods, which, coupled with PACIFIC CATCH's failure to provide adequate rest period coverage, further led to Ms. Casillas and other aggrieved employees not being authorized and permitted to take compliant rest periods.

Furthermore, on information and belief, PACIFIC CATCH maintained and implemented a company-wide on-premises rest period policy, which effectively required that Ms. Casillas and other aggrieved employees remain on the premises during their rest periods. Because Ms. Casillas and other aggrieved employees were restricted from leaving PACIFIC CATCH's premises during rest periods, they were denied the ability to use their rest periods freely for their own purposes, such as completing personal errands. Thus, PACIFIC CATCH effectively maintained control over Ms. Casillas and other aggrieved employees during rest periods.

As a result of PACIFIC CATCH's practices and policies, Ms. Casillas and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted rest periods to which they were entitled. For example, Ms. Casillas regularly had to forgo her rest periods entirely due to the lack of rest period coverage.

PACIFIC CATCH has also engaged in a systematic, company-wide practice and/or policy of not paying rest period premiums owed when rest periods are not authorized and permitted. Because of this practice and/or policy, Ms. Casillas and other aggrieved employees have not received premium pay for all missed rest periods. Alternatively, to the extent that PACIFIC CATCH did pay Ms. Casillas and other aggrieved employees one (1) additional hour of premium pay for missed rest periods, PACIFIC CATCH did not pay Ms. Casillas and other aggrieved employees at the correct rate of pay for premiums because PACIFIC CATCH failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, PACIFIC CATCH failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Ms. Casillas and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring PACIFIC CATCH into compliance with the applicable IWC Wage Order and Labor Code sections 226.7, 516, and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226(a), 1174(d), and 1198 – Non-Compliant Wage Statements and Failure to Maintain Accurate Payroll Records

California Labor Code section 226(a) requires employers to make, keep and provide true, accurate, and complete employment records. Labor Code section 226(e) provides that if an employer fails to comply with providing an employee with properly itemized wage statements as set forth in 226(a), then the employee is entitled to recover the greater of all actual damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not to exceed \$4,000. Further, Labor Code section 226.3 provides that any employer who violates section 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation, for

which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to Section 226(a).

During the relevant time period, PACIFIC CATCH has knowingly and intentionally provided Ms. Casillas and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, PACIFIC CATCH issued uniform wage statements to Ms. Casillas and other aggrieved employees that fail to correctly list: gross wages earned; net wages earned; and all applicable hourly rates in effect during the pay period, including rates of pay for overtime wages and rest period premium wages, and the corresponding number of hours worked at each hourly rate. Specifically, PACIFIC CATCH violated sections 226(a)(1), 226(a)(5), and 226(a)(9).

Because PACIFIC CATCH did not calculate Ms. Casillas's and other aggrieved employees' regular rate of pay correctly for purposes of paying overtime wages and rest period premium wages, PACIFIC CATCH did not list the correct amount of gross wages in compliance with section 226(a)(1). For the same reason, PACIFIC CATCH failed to list the correct amount of net wages in violation of section 226(a)(5). PACIFIC CATCH also failed to correctly list all applicable hourly rates in effect during the pay period, namely, correct rates of pay for overtime wages and rest period premium wages, in violation of section 226(a)(9).

The wage statement deficiencies also include, among other things, failing to list the total hours worked by the employee; failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period for which aggrieved employees were paid; failing to list the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; and/or failing to list the name and address of the legal entity that is the employer.

California Labor Code section 1174(d) provides that "[e]very person employing labor in this state shall . . . [k]eep a record showing the names and addresses of all employees employed and the ages of all minors" and "[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments" At all relevant times, and in violation of Labor Code section 1174(d), PACIFIC CATCH willfully failed to maintain accurate payroll records for Ms. Casillas and other aggrieved employees showing the daily hours they worked and the wages paid thereto as a result of failing to record all wages owed, including overtime wages and/or rest period premiums.

California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Order. Section 1198 further provides that "[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful." Pursuant to the applicable IWC Wage Order, employers are required to keep accurate records showing total wages paid each payroll period. During the relevant time period, PACIFIC CATCH failed, on a company-wide basis, to keep accurate records of total wages paid each payroll period for Ms. Casillas and other aggrieved employees as a result of failing to record all wages owed, including overtime wages and rest period premium wages, in violation of section 1198.

Because PACIFIC CATCH failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Ms. Casillas and other aggrieved employees have been prevented from verifying, solely from information on the wage statements themselves, that they were paid correctly and in full. Instead, Ms. Casillas and other aggrieved employees have had to look to sources outside of the wage statements themselves and reconstruct time records to determine whether in fact they were paid correctly and the extent of underpayment, thereby causing them injury.

Ms. Casillas and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring PACIFIC CATCH into compliance with the applicable IWC Wage Order and Labor Code sections 226(a), 1174(d), and 1198, pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f), and (k).

Violation of California Labor Code § 204 – Failure to Timely Pay Wages During Employment

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, California Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

During the relevant time period, PACIFIC CATCH willfully failed to pay Ms. Casillas and other aggrieved employees all wages due including, but not limited to, overtime wages and/or rest period premium wages, within the time periods specified by California Labor Code section 204.

Ms. Casillas and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring PACIFIC CATCH into compliance with Labor Code section 204, pursuant to Labor Code sections 210 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 201 and 202 – Failure to Timely Pay Final Wages Upon Termination

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

On information and belief, PACIFIC CATCH has a company-wide practice and/or policy of paying departing employees their final wages late, instead of adhering to the time requirements set forth in Labor Code sections 201 and 202. For example, PACIFIC CATCH terminated Ms. Casillas's employment on or about July 26, 2024; however, as of the date of this notice, PACIFIC CATCH still

has not provided Ms. Casillas with her final wages. PACIFIC CATCH issued Ms. Casillas a payroll debit card that purportedly contained her final wages owed; however, when Ms. Casillas attempted to withdraw the funds at a bank, the balance was zero dollars. Thus, PACIFIC CATCH failed to pay Ms. Casillas her final wages immediately, in violation of California Labor Code section 201.

Additionally, PACIFIC CATCH willfully failed to pay Ms. Casillas and other aggrieved employees who are no longer employed by PACIFIC CATCH the earned and unpaid wages set forth above, including but not limited to, overtime wages and/or rest period premium wages, either at the time of discharge, or within seventy-two (72) hours of their leaving PACIFIC CATCH's employ.

Ms. Casillas and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring PACIFIC CATCH into compliance with Labor Code sections 201 and 202, pursuant to Labor Code sections 256 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 212 and 213 – Unlawful Direct Deposit of Wages

California Labor Code section 212 prohibits employers from issuing any instruments for the payment of wages unless such instruments are negotiable and payable in cash on demand and without discount. California Labor Code section 213 permits employers to pay employees via direct deposit so long as the employee authorizes payment via direct deposit. Under California law, employers are also permitted to fulfill their wage payment obligations to employees by using payroll debit cards, but only under certain circumstances. Employer use of payroll debit cards is permitted only so long as the employee is given the choice as to whether to accept a payroll debit card as a form of payment. *Johnson v. Sunrise Senior Living Management, Inc.*, No. 16 CV 00443 BRO RAOx, 2016 WL 8929249, *9 (C.D. Cal. May 5, 2016). In *Johnson*, the court stated that the Division of Labor Standards Enforcement ("DLSE") decision deeming payroll debit card program permissible relied heavily on:

... [T]he fact that the pay programs were optional, thereby allowing an employee to either participate in the program or receive his or her pay in some other way, such as direct deposit. Specifically, the DLSE opined that "[t]he success of the described procedure, in practice, will of course require that ... it is presented as an *alternative* method for wage payment for which [the employees'] participation is optional." The DLSE also stated, "[i]t is significant that the program does not mandate employee participation in the Money Network Service and that it is designed to provide an alternative for employees receiving their wage payment. Employees are also given the option of having their pay direct deposited into an account of their choosing" (internal citations omitted).

In addition, employers can only utilize payroll debit card programs if they provide employees with effective access to their wages without discount. The DLSE has interpreted Labor Code sections 212 and 213 as permitting employer use of payroll debit cards where the following requirements are satisfied:

- (1) [T]he "wages [are] payable at some established place of business in the state and there be at least 30 days of sufficient funds for payment,"

- (2) the employees are “fully informed of the service and procedures and that it is represented as an alternative method for wage payment for which their participation is optional,”
- (3) the employees receive “an itemized wage statement,” and
- (4) “at least one transaction per pay period [is] without fee.”

Ortiz v. Randstad North America, L.P., No. C-13-5050 MMC, 2015 WL 6202298 at 3.

Further, the DLSE notes that the Labor Code manifests:

. . . [A] strong public policy that prohibits an employer (or its agent) from imposing conditions or obstacles which interfere with or prevent an employee’s (*sic*) from promptly receiving their due wages *in full*. The imposition of a fee in order to readily *access* one’s earned and paid wages under a payroll card program which is designed to discharge the employer’s wage payment obligations could impermissibly interfere with an employee’s receipt of paid wages by creating a financial condition which would have the *effect* of reducing or discounting wages because such fee would be charged against the same account in which wages are deposited. (emphases in original)

DLSE opinion letter 2008.07.07. The DLSE has also acknowledged that payroll service providers “effectively act as *agents* of the client employers in discharging the employer’s wage payment obligations.” *Id.* In a second opinion letter, the DLSE stated that “[w]hile the Labor Code does not purport to regulate the specific arrangements between employers and payroll service providers, both an employer and, under the express language in Labor Code § 212- their *agent*, must comply with its requirements.” *DLSE opinion letter 2008.07.07-2*.

During the relevant time period, PACIFIC CATCH had an agreement with a payroll service provider, Rapid Pay Card, for the issuance of payroll debit cards to employees, including Ms. Casillas and other aggrieved employees, to discharge their wage payment obligations to their employees. On information and belief, PACIFIC CATCH had a practice and/or policy of automatically issuing payroll debit cards to departing employees without giving them the option to elect their form of payment for their final wages. For example, Ms. Casillas purportedly received her final wages on a payroll debit card without a choice of an alternate method of payment, such as a written check. Instead, PACIFIC CATCH automatically enrolled Ms. Casillas in their payroll debit card program for the purpose of issuing Ms. Casillas’s final wages to her without prior, voluntary approval from Ms. Casillas.

California courts recognize a policy favoring the full and prompt payment of wages to employees. PACIFIC CATCH’s payroll card program is inconsistent with this policy because PACIFIC CATCH’s program is involuntary and denies Ms. Casillas and other aggrieved employees easy access to their wages. Thus, PACIFIC CATCH’s company-wide payroll debit card program violates California Labor Code sections 212 and 213. Ms. Casillas and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring PACIFIC CATCH into compliance with Labor Code sections 212 and 213, pursuant to Labor Code sections 225.5 and/or 2699(a), (f), and (k).

Violation of California Labor Code § 2802 – Unreimbursed Business Expenses

California Labor Code section 2802 requires employers to pay for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order, IWC Wage Order No. 5-2001, provides that: “[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft.”

During the relevant time period, PACIFIC CATCH, on a company-wide basis, required that Ms. Casillas and other aggrieved employees use their own personal mobile devices, including, but not limited to, cellular phones, and/or mobile data to carry out their job duties but failed to reimburse them for the costs of their work-related mobile device expenses. For example, Ms. Casillas and other aggrieved employees would be contacted on their personal mobile devices by their supervisors to discuss work-related matters, such as work assignments. Although PACIFIC CATCH required Ms. Casillas and other aggrieved employees to utilize their personal mobile devices and/or mobile data to carry out their work-related responsibilities, PACIFIC CATCH failed to reimburse them for this cost.

PACIFIC CATCH could have provided Ms. Casillas and other aggrieved employees with the actual equipment for use on the job, such as company mobile devices; or PACIFIC CATCH could have reimbursed employees for the costs of their mobile device usage. Instead, PACIFIC CATCH passed these operating costs onto Ms. Casillas and other aggrieved employees. At all relevant times, Ms. Casillas did not earn at least two (2) times the minimum wage.

Thus, PACIFIC CATCH had, and continues to have, a company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred in violation of California Labor Code section 2802. Ms. Casillas and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring PACIFIC CATCH into compliance with the applicable IWC Wage Order and Labor Code section 2802, pursuant to Labor Code sections 2699(a), (f), and (k).

California Labor Code § 558(a)

California Labor Code section 558(a) provides “[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid” Labor Code section 558(c) provides that “[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law.” PACIFIC CATCH, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Ms. Casillas’s and other aggrieved employees’ rights by violating various sections of the California Labor Code.

Accordingly, Ms. Casillas seeks the remedies set forth in Labor Code section 558 for herself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 1194.5, 2699(a), 2699(k), 2699.3(a) and 2699.3(c), 2699.5, and 558, Ms. Casillas acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties and injunctive relief for herself, all other aggrieved employees, and the State of California against PACIFIC CATCH for violations of California Labor Code sections 201, 202, 204, 212, 213, 226(a), 226.7, 510, 516, 1174(d), 1198, and 2802.

Therefore, on behalf of all aggrieved employees, Ms. Casillas seeks all applicable civil penalties related to these violations of the California Labor Code pursuant to PAGA.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Anthony Castillo
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, CA 90067
(310) 556-4811

Best Regards,


Anthony Castillo

Copy: PACIFIC CATCH, INC. (via U.S. Certified Mail)

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA, 90067



7022 2410 0000 2265 0854

CERTIFIED MAIL

PACIFIC CATCH, INC.
770 TAMALPAIS DRIVE, STE. 210
CORTE MADERA, CA 94925

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- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

PACIFIC CATCH, INC.
770 TAMALPAIS DRIVE, STE. 210
CORTE MADERA, CA 94925



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Capstone V.
Pacific Catch

PACIFIC CATCH, INC.
770 TAMALPAIS DRIVE, STE. 210
CORTE MADERA, CA 94925