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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MARIN

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

Plaintiff,

vs.

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

Defendants.

Case No.: CV0005198

**COMPLAINT – PAGA ENFORCEMENT
ACTION**

(1) Claim for Civil Penalties for Violations of
California Labor Code, Pursuant to PAGA,
§§ 2698, *et seq.*

Jury Trial Demanded

1 Plaintiff Deysi Casillas, as an aggrieved employee and on behalf of the State of
2 California and all other non-party Aggrieved Employees, alleges as follows:

3 **JURISDICTION AND VENUE**

4 1. This is an enforcement action under the Labor Code Private Attorneys General
5 Act of 2004, California Labor Code sections 2698, *et seq.* (“PAGA”) to recover civil penalties
6 and any other available relief on behalf of Plaintiff, the State of California, and other current
7 and former employees who worked for Defendants in California as a non-exempt, hourly paid
8 employee and received at least one wage statement and against whom one or more violations
9 of any provision in Division 2 Part 2 Chapter 1 of the Labor Code or any provision regulating
10 hours and days of work in the applicable Industrial Welfare Commission (“IWC”) Wage
11 Order were committed, as set forth in this complaint, at any time between one year prior to the
12 filing of the pre-filing written notice to the Labor and Workforce Development Agency
13 (“LWDA”) in this case on November 21, 2024, until judgment (“non-party Aggrieved
14 Employees”). Plaintiff’s share of civil penalties sought in this action does not exceed
15 \$75,000.

16 2. This Court has jurisdiction over this action pursuant to the California
17 Constitution, Article VI, section 10. The statute under which this action is brought does not
18 specify any other basis for jurisdiction.

19 3. This Court has jurisdiction over Defendants because Defendants are either
20 citizens of California, have sufficient minimum contacts in California, or otherwise
21 intentionally avail themselves of the California market so as to render the exercise of
22 jurisdiction over them by the California courts consistent with traditional notions of fair play
23 and substantial justice. There is no basis for federal diversity jurisdiction in this action given
24 that the State of California, as the real party in interest in this action, is not a “citizen” for
25 purposes of satisfying diversity jurisdiction. *Urbino v. Orkin Servs. of Cal.*, 726 F.3d 1118,
26 1123 (9th Cir. Cal. 2013). *Urbino* also holds that civil penalties cannot be aggregated to
27 satisfy the amount in controversy requirement for federal diversity jurisdiction in this action,
28 and that diversity jurisdiction cannot be established when Plaintiff’s share of the civil

1 penalties attributable to violations personally suffered are less than \$75,000. *Id.* at 1122.

2 4. Venue is proper in this Court, because Defendants filed Statement of
3 Information forms with the California Secretary of State designating a principal place of
4 business in Corte Madera, County of Marin, in accordance with California Corporations Code
5 section 2105(a)(3). Cal. Code Civ. P. § 395.5. Venue is also proper in this Court because
6 Defendants employ persons in this county, and thus a substantial portion of the transactions
7 and occurrences related to this action occurred in this county.

8 5. California Labor Code sections 2698, *et seq.*, the “Labor Code Private
9 Attorneys General Act of 2004” (“PAGA”), authorize aggrieved employees to sue as private
10 attorneys general their current or former employers for various civil penalties for violations of
11 various provisions in the California Labor Code.

12 **THE PARTIES**

13 6. Plaintiff Deysi Casillas is a resident of Livermore, in Alameda County,
14 California. Defendants employed Plaintiff as an hourly paid, non-exempt employee from
15 approximately January 2023 to July 2024. Plaintiff worked for Defendants as a Host, Person
16 in Charge, and Supervisor at their restaurant location in Dublin, California. During her
17 employment, Plaintiff typically worked six (6) hours or more per day and six (6) days per
18 week. Plaintiff’s primary job duties included, without limitation, greeting and seating
19 customers, serving food, and assisting other employees to ensure smooth operation of the
20 restaurant.

21 7. On information and belief, Defendants required some employees, including
22 Plaintiff, to execute an arbitration agreement at the time of their hire or during their
23 employment. On further information and belief, Defendants’ arbitration agreement was and is
24 both procedurally and substantively unconscionable. Specifically, Defendants presented
25 employees with a Binding Mutual Agreement to Arbitrate Claims (“Arbitration Agreement”)
26 during the onboarding process or during their employment, which had to be reviewed and
27 acknowledged immediately. Specifically, the Arbitration Agreement was one of several
28 documents presented to new employees for signature during the orientation process. Also,

1 employees did not have a meaningful opportunity to negotiate the terms of the Mutual
2 Arbitration Agreement. Rather, it was provided to Defendants' employees for them to sign on
3 a take-it or leave-it basis at the time they were hired or during their employment. Further,
4 Defendants did not set forth in the Arbitration Agreement or otherwise provide employees
5 with the rules which will govern the arbitration, instead forcing employees to seek this
6 information out on their own.

7 8. PACIFIC CATCH, INC. was and is, upon information and belief, a California
8 corporation, and at all times hereinafter mentioned, an employer whose employees are
9 engaged throughout this county and the State of California.

10 9. Plaintiff is unaware of the true names or capacities of the Defendants sued
11 herein under the fictitious names DOES 1 through 10, but will seek leave of this Court to
12 amend the complaint and serve such fictitiously named Defendants once their names and
13 capacities become known.

14 10. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10
15 were the partners, agents, owners, or managers of PACIFIC CATCH, INC. at all relevant
16 times.

17 11. Plaintiff is informed and believes, and thereon alleges, that each and all of the
18 acts and omissions alleged herein was performed by, or is attributable to, PACIFIC CATCH,
19 INC. and/or DOES 1 through 10 (collectively, "Defendants" or "PACIFIC CATCH"), each
20 acting as the agent, employee, alter ego, and/or joint venturer of, or working in concert with,
21 each of the other co-Defendants and was acting within the course and scope of such agency,
22 employment, joint venture, or concerted activity with legal authority to act on the others'
23 behalf. The acts of any and all Defendants were in accordance with, and represent, the official
24 policy of Defendants.

25 12. At all relevant times, Defendants, and each of them, ratified each and every act
26 or omission complained of herein. At all relevant times, Defendants, and each of them, aided
27 and abetted the acts and omissions of each and all the other Defendants in proximately causing
28 the damages herein alleged.

1 13. Plaintiff is informed and believes, and thereon alleges, that each of said
2 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,
3 omissions, occurrences, and transactions alleged herein.

4 **PAGA REPRESENTATIVE ALLEGATIONS**

5 14. Defendants own and operate approximately 14 Pacific Catch: Westcoast Fish
6 House restaurants throughout California. Upon information and belief, Defendants maintain a
7 single, centralized Human Resources (“HR”) department at their company headquarters in
8 Corte Madera, California, which is responsible for the recruiting and hiring of new employees,
9 and communicating and implementing Defendants’ company-wide policies, including
10 timekeeping policies and meal and rest period policies, to employees throughout California.

11 15. In particular, Plaintiff and other non-party Aggrieved Employees, on
12 information and belief, received the same standardized documents and/or written policies.
13 Upon information and belief, the usage of standardized documents and/or written policies,
14 including new-hire documents, indicate that Defendants dictated policies at the corporate level
15 and implemented them company-wide, regardless of their employees’ assigned locations or
16 positions. Upon information and belief, Defendants set forth uniform policies and procedures
17 in several documents provided at an employee’s time of hire.

18 16. Upon information and belief, Defendants maintain a centralized Payroll
19 department at their company headquarters in Corte Madera, California, which processes
20 payroll for all non-exempt, hourly paid employees working for Defendants at their various
21 locations in California, including Plaintiff and other non-party Aggrieved Employees. Based
22 upon information and belief, Defendants issue the same formatted wage statements to all non-
23 exempt, hourly paid employees in California, irrespective of their work locations. Upon
24 information and belief, Defendants process payroll for departing employees in the same
25 manner throughout the State of California, regardless of the manner in which each employee’s
26 employment ends.

27 17. Defendants continue to employ non-exempt or hourly paid employees in
28 California.

1 18. Plaintiff is informed and believes, and thereon alleges, that at all times herein
2 mentioned, Defendants were advised by skilled lawyers and other professionals, employees
3 and advisors knowledgeable about California labor and wage law, employment and personnel
4 practices, and about the requirements of California law.

5 19. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
6 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
7 be paid at a regular rate of pay, and corresponding rates of pay for overtime wages and/or rest
8 period premiums, that included as eligible income all remuneration required by law, including
9 but not limited to, all income derived from incentive pay, nondiscretionary bonuses, and/or
10 other forms of compensation, but failed to include all forms of remuneration in calculating the
11 regular rate of pay for Plaintiff and other non-party Aggrieved Employees.

12 20. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
13 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
14 rest periods in accordance with the California Labor Code and applicable IWC Wage Order or
15 payment of one (1) additional hour of pay at their regular rates of pay when they were not
16 authorized and permitted to take a compliant rest period. In violation of the California Labor
17 Code, Plaintiff and other non-party Aggrieved Employees were not authorized and permitted
18 to take compliant rest periods, nor did Defendants provide Plaintiff and other non-party
19 Aggrieved Employees with payment of one (1) additional hour of pay at their regular rates of
20 pay when they were not authorized and permitted to take a compliant rest period.

21 21. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
22 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
23 receive complete and accurate wage statements in accordance with California law. In
24 violation of the California Labor Code, Plaintiff and other non-party Aggrieved Employees
25 were not provided complete and accurate wage statements.

26 22. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
27 should have known that they had a duty to maintain accurate and complete payroll records in
28 accordance with the California Labor Code and applicable IWC Wage Order, but willfully,

1 knowingly, and intentionally failed to do so.

2 23. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
3 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
4 timely payment of wages during their employment. In violation of the California Labor Code,
5 Plaintiff and other non-party Aggrieved Employees did not receive payment of all wages,
6 including, but not limited to, overtime wages and/or rest period premiums, within permissible
7 time periods.

8 24. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
9 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
10 timely payment of all wages earned upon termination of employment. In violation of the
11 California Labor Code, Plaintiff and other non-party Aggrieved Employees did not receive
12 payment of all wages due, including, but not limited to, overtime wages and/or rest period
13 premiums within permissible time periods.

14 25. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
15 should have known that they were prohibited from issuing instruments for the payment of
16 wages that were not payable in cash, on demand, and with authorization, but did so, in
17 violation of the California Labor Code.

18 26. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
19 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
20 receive full reimbursement for all business-related expenses and costs they incurred during the
21 course and scope of their employment and that they did not receive full reimbursement of
22 applicable business-related expenses and costs incurred.

23 27. Plaintiff is informed and believes, and thereon alleges, that at all times herein
24 mentioned, Defendants knew or should have known that they had a duty to compensate
25 Plaintiff and other non-party Aggrieved Employees for all hours worked, and that Defendants
26 had the financial ability to pay such compensation, but willfully, knowingly, and intentionally
27 failed to do so, and falsely represented to Plaintiff and other non-party Aggrieved Employees
28 that they were properly denied wages, all in order to increase Defendants' profits.

1 28. At all times herein set forth, PAGA provides that any provision of law under
2 the Labor Code and applicable IWC Wage Order that provides for a civil penalty to be
3 assessed and collected by the LWDA for violations of the California Labor Code and
4 applicable IWC Wage Order may, as an alternative, be recovered by aggrieved employees in a
5 civil action brought on behalf of themselves and other current or former employees pursuant
6 to procedures outlined in California Labor Code section 2699.3.

7 29. PAGA defines an “aggrieved employee” in Labor Code section 2699(c)(1) as
8 “any person who was employed by the alleged violator and personally suffered each of the
9 violations alleged.”

10 30. Plaintiff and other current and former employees of Defendants are “aggrieved
11 employees” as defined by Labor Code section 2699(c)(1) in that they are all Defendants’
12 current or former employees and each of the alleged violations were committed against them.

13 31. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved
14 employee, including Plaintiff, may pursue a civil action arising under PAGA after the
15 following requirements have been met:

- 16 (a) The aggrieved employee shall give written notice by online filing
17 (hereinafter “Employee’s Notice”) to the LWDA and by certified mail
18 to the employer of the specific provisions of the California Labor Code
19 alleged to have been violated, including the facts and theories to support
20 the alleged violations.
- 21 (b) An aggrieved employee’s notice filed with the LWDA pursuant to
22 2699.3(a) and any employer response to that notice shall be
23 accompanied by a filing fee of seventy-five dollars (\$75).
- 24 (c) The LWDA shall provide notice (hereinafter “LWDA Notice”) to the
25 employer and the aggrieved employee by certified mail that it does not
26 intend to investigate the alleged violation within sixty (60) calendar
27 days of the postmark date of the Employee’s Notice. Upon receipt of
28 the LWDA Notice, or if the LWDA Notice is not provided within sixty-

1 five (65) calendar days of the postmark date of the Employee's Notice,
2 the aggrieved employee may commence a civil action pursuant to
3 California Labor Code section 2699 to recover civil penalties in addition
4 to any other penalties to which the employee may be entitled.

5 32. Pursuant to California Labor Code section 2699.3(c), aggrieved employees,
6 through Plaintiff, may pursue a civil action arising under PAGA for violations of any
7 provision other than those listed in Section 2699.5 after the following requirements have been
8 met:

- 9 (a) The aggrieved employee or representative shall give written notice by
10 online filing to the LWDA and by certified mail to the employer of the
11 specific provisions of the California Labor Code alleged to have been
12 violated (other than those listed in Section 2699.5), including the facts
13 and theories to support the alleged violation.
- 14 (b) An aggrieved employee's notice filed with the LWDA pursuant to
15 2699.3(c) and any employer response to that notice shall be
16 accompanied by a filing fee of seventy-five dollars (\$75).
- 17 (c) The employer may cure the alleged violation within thirty-three (33)
18 calendar days of the postmark date of the notice. The employer shall
19 give written notice by certified mail within that period of time to the
20 aggrieved employee or representative and the agency if the alleged
21 violation is cured, including a description of actions taken, and no civil
22 action pursuant to Section 2699 may commence. If the alleged violation
23 is not cured within the 33-day period, the employee may commence a
24 civil action pursuant to Section 2699.

25 33. On November 21, 2024, Plaintiff provided written notice by online filing to the
26 LWDA and by certified mail to Defendants of the specific provisions of the California Labor
27 Code alleged to have been violated, including facts and theories to support the alleged
28 violations, in accordance with California Labor Code section 2699.3. Plaintiff's written

1 notice was accompanied with the applicable filing fee of seventy-five dollars (\$75). The
2 LWDA PAGA Administrator has confirmed receipt of Plaintiff's written notice and assigned
3 Plaintiff PAGA Case Number LWDA-CM-1063038-24. A true and correct copy of Plaintiff's
4 written notice to the LWDA and Defendants are attached hereto as "Exhibit 1."

5 34. As of the filing date of this complaint, over 65 days have passed since Plaintiff
6 sent the written notice described above, and the LWDA has not responded that it intends to
7 investigate Plaintiff's claims, and Defendants have not cured the violations.

8 35. Thus, Plaintiff has satisfied the administrative prerequisites under California
9 Labor Code sections 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for
10 violations of California Labor Code sections 201, 202, 204, 212, 213, 226(a), 226.7, 510, 516,
11 1174(d), 1198, and 2802.

12 36. Labor Code section 558(a) provides "[a]ny employer or other person acting on
13 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
14 provision regulating hours and days of work in any order of the Industrial Welfare
15 Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty
16 dollars (\$50) for each underpaid employee for each pay period for which the employee was
17 underpaid (2) For each subsequent violation, one hundred dollars (\$100) for each
18 underpaid employee for each pay period for which the employee was underpaid" Labor
19 Code section 558(c) provides "[t]he civil penalties provided for in this section are in addition
20 to any other civil or criminal penalty provided by law." Plaintiff, acting in the public interest
21 as a private attorney general, seeks assessment and collection of civil penalties under Labor
22 Code section 558 for herself, all other non-party Aggrieved Employees, and the State of
23 California against Defendants for violations of Labor Code sections 510, 516, and 1198, and
24 the applicable IWC Wage Order. Plaintiff, acting in the public interest as a private attorney
25 general, does not seek the recovery of unpaid wages under Labor Code section 558 from
26 Defendants for violations of Labor Code sections 510, 516, and 1198, and the applicable IWC
27 Wage Order.

28 37. Defendants, at all times relevant to this complaint, were employers or persons

1 acting on behalf of an employer(s) who violated Plaintiff's and other non-party Aggrieved
2 Employees' rights by violating various sections of the California Labor Code as set forth
3 above.

4 38. As set forth below, Defendants have violated numerous provisions of both the
5 Labor Code sections regulating hours and days of work as well as the applicable IWC Wage
6 Order.

7 39. Pursuant to PAGA, and in particular, California Labor Code sections 1194.5,
8 2699(a), 2699(k), 2699.3(a), 2699.3(c), 2699.5, and section 558, Plaintiff, acting in the public
9 interest as a private attorney general, seeks assessment and collection of civil penalties and
10 injunctive relief for herself, all other non-party Aggrieved Employees, and the State of
11 California against Defendants for violations of California Labor Code sections 201, 202, 204,
12 212, 213, 226(a), 226.7, 510, 516, 1174(d), 1198, and 2802.

13 **FIRST CAUSE OF ACTION**

14 **For Civil Penalties, Pursuant to California Labor Code §§ 2698, *et seq.***

15 **(Against all Defendants)**

16 40. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
17 and every allegation set forth above.

18 41. California Labor Code §§ 2698, *et seq.* ("PAGA") permits Plaintiff to recover
19 civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code
20 section 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 204, 212, 213,
21 1174(d), and 1198. Labor Code section 2699.3(c) permits aggrieved employees, including
22 Plaintiff, to recover civil penalties for violations of those Labor Code sections not found in
23 section 2699.5, including sections 226(a), 226.7, 510, 516, and 2802.

24 42. Defendants' conduct, as alleged herein, violates numerous sections of the
25 California Labor Code, including, but not limited to, the following:

- 26 (a) Violation of Labor Code sections 226.7, 510, and 1198, and the
27 applicable IWC Wage Order for Defendants' failure to include all forms
28 of remuneration in the regular rate of pay as required by law for

- 1 purposes of paying overtime wages and rest period premiums to
2 Plaintiff and other non-party Aggrieved Employees, as set forth below;
- 3 (b) Violation of Labor Code sections 226.7, 516, and 1198, and the
4 applicable IWC Wage Order for Defendants' failure to authorize and
5 permit Plaintiff and other non-party Aggrieved Employees to take rest
6 periods, as set forth below;
- 7 (c) Violation of Labor Code sections 226(a) and 1198, and the applicable
8 IWC Wage Order for failure to provide accurate and complete wage
9 statements to Plaintiff and other non-party Aggrieved Employees, as set
10 forth below;
- 11 (d) Violation of Labor Code sections 1174(d) and 1198, and the applicable
12 IWC Wage Order for failure to maintain payroll records, as set forth
13 below;
- 14 (e) Violation of Labor Code sections 204 for failure to pay all earned wages
15 during employment, as set forth below;
- 16 (f) Violation of Labor Code sections 201 and 202 for failure to pay all
17 earned wages upon termination, as set forth below;
- 18 (g) Violation of Labor Code sections 212 and 213 for issuing instruments
19 for the payment of wages that were not payable in cash on demand, and
20 with authorization, as set forth below; and
- 21 (h) Violation of Labor Code sections 2802 for failure to reimburse Plaintiff
22 and other non-party Aggrieved Employees for all business expenses
23 necessarily incurred, as set forth below.

24 **FAILURE TO PAY OVERTIME**

25 **VIOLATION OF LABOR CODE SECTIONS 510 AND 1198**

26 43. Labor Code section 1198 makes it illegal to employ an employee under
27 conditions of labor that are prohibited by the applicable wage order. California Labor Code
28 section 1198 requires that “. . . the standard conditions of labor fixed by the commission shall

1 be the . . . standard conditions of labor for employees. The employment of any employee . . .
2 under conditions of labor prohibited by the order is unlawful.”

3 44. California Labor Code section 1198 and the applicable IWC Wage Order
4 provide that it is unlawful to employ persons without compensating them at a rate of pay
5 either time-and-one-half or two-times that person’s regular rate of pay, depending on the
6 number of hours worked by the person on a daily or weekly basis.

7 45. Specifically, the applicable IWC Wage Order provides that Defendants are and
8 were required to pay Plaintiff and other non-party Aggrieved Employees working more than
9 eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time and
10 one-half (1 ½) for all hours worked in excess of eight (8) hours in a day or more than forty
11 (40) hours in a workweek.

12 46. The applicable IWC Wage Order further provides that Defendants are and were
13 required to pay Plaintiff and other non-party Aggrieved Employees working more than twelve
14 (12) hours in a day, overtime compensation at a rate of two (2) times their regular rate of pay.
15 An employee’s regular rate of pay includes all remuneration for employment paid to, or on
16 behalf of, the employee, including nondiscretionary bonuses and incentive pay.

17 47. California Labor Code section 510 codifies the right to overtime compensation
18 at one and one-half (1 ½) times the regular rate of pay for hours worked in excess of eight (8)
19 hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the
20 seventh (7th) day of work, and to overtime compensation at twice the employee’s regular rate
21 of pay for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours
22 in a day on the seventh (7th) day of work.

23 48. During the relevant time period, Defendants willfully failed to pay all overtime
24 wages owed to Plaintiff and other non-party Aggrieved Employees. During the relevant time
25 period, Defendants did not pay Plaintiff and other non-party Aggrieved Employees the correct
26 overtime rate for the recorded overtime hours that they generated. In addition to an hourly
27 wage, Defendants paid Plaintiff and other non-party Aggrieved Employees incentive pay,
28 nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the

1 California Labor Code, Defendants failed to incorporate all compensation, including incentive
2 pay, nondiscretionary bonuses, and/or other forms of remuneration, into the calculation of the
3 regular rate of pay for purposes of calculating the overtime wage rate. Therefore, during
4 times when Plaintiff and other non-party Aggrieved Employees worked overtime and received
5 these other forms of pay, Defendants failed to pay all overtime wages by paying a lower
6 overtime rate than required.

7 49. For example, Defendants paid Plaintiff and other non-party Aggrieved
8 Employees nondiscretionary bonuses which were listed on Plaintiff's and other non-party
9 Aggrieved Employees' wage statements as "Bonus." During pay periods that Plaintiff and
10 other non-party Aggrieved Employees were paid overtime wages, Defendants did not
11 incorporate the nondiscretionary bonuses into Plaintiff's and other non-party Aggrieved
12 Employees' regular rate of pay and, as a result, paid them at incorrect and lower rates of pay
13 for overtime hours worked. Specifically, Defendants paid Plaintiff and other non-party
14 Aggrieved Employees 1.5 times their hourly rate of pay instead of 1.5 times their regular rate
15 of pay. Defendants' failure to properly calculate the overtime rates of pay based on all
16 remuneration paid has resulted in an underpayment of overtime wages to Plaintiff and other
17 non-party Aggrieved Employees on a company-wide basis.

18 50. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees
19 the balance of overtime compensation as required by California law, violates the provisions of
20 California Labor Code sections 510 and 1198. Plaintiff and other non-party Aggrieved
21 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections
22 558 and/or 2699(a), (f), and (k).

23 **FAILURE TO AUTHORIZE AND PERMIT REST PERIODS**

24 **VIOLATION OF LABOR CODE SECTIONS 226.7, 516, AND 1198**

25 51. At all relevant times herein set forth, the applicable IWC Wage Order and
26 California Labor Code sections 226.7, 516, and 1198 were applicable to Plaintiff's and other
27 non-party Aggrieved Employees' employment by Defendants.

28 52. At all relevant times, the applicable IWC Wage Order provides that "[e]very

1 employer shall authorize and permit all employees to take rest periods, which insofar as
2 practicable shall be in the middle of each work period” and that the “rest period time shall be
3 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
4 hours or major fraction thereof” unless the total daily work time is less than three and one-half
5 (3 ½) hours.

6 53. At all relevant times, California Labor Code section 226.7 provides that no
7 employer shall require an employee to work during any rest period mandated by an applicable
8 order of the California IWC. To comply with its obligation to authorize and permit rest
9 periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an
10 employer must “relinquish any control over how employees spend their break time, and
11 relieve their employees of all duties—including the obligation that an employee remain on
12 call. A rest period, in short, must be a period of rest.” *Augustus v. ABM Security Services,*
13 *Inc.*, 2 Cal. 5th 257, 273 (2016).

14 54. Pursuant to the applicable IWC Wage Order and California Labor Code section
15 226.7(c), Plaintiff and other non-party Aggrieved Employees are entitled to recover from
16 Defendants one (1) additional hour of pay at their regular rates of pay for each work day that a
17 required rest period was not authorized and permitted.

18 55. During the relevant time period, Defendants regularly failed to authorize and
19 permit Plaintiff and other non-party Aggrieved Employees to take a ten (10) minute rest
20 period per each four (4) hour period worked or major fraction thereof. Defendants had, and
21 continue to have, a policy and/or practice of understaffing their restaurant locations such that
22 there were too few employees on duty to handle the workload and attend to customers.
23 Because Defendants did not employ or staff a sufficient number of employees to meet
24 customer demand, there was no one available to relieve employees needing rest period
25 coverage, and Plaintiff and other non-party Aggrieved Employees were prevented from being
26 relieved of all duty in order to take their rest periods. Defendants also failed to schedule rest
27 periods, which, coupled with Defendants’ failure to provide adequate rest period coverage,
28 further led to Plaintiff and other non-party Aggrieved Employees not being authorized and

1 permitted to take compliant rest periods.

2 56. Furthermore, on information and belief, Defendants maintained and
3 implemented a company-wide on-premises rest period policy, which effectively required that
4 Plaintiff and other non-party Aggrieved Employees remain on the premises during their rest
5 periods. Because Plaintiff and other non-party Aggrieved Employees were restricted from
6 leaving Defendants' premises during rest periods, they were denied the ability to use their rest
7 periods freely for their own purposes, such as completing personal errands. Thus, Defendants
8 effectively maintained control over Plaintiff and other non-party Aggrieved Employees during
9 rest periods.

10 57. As a result of Defendants' practices and policies, Plaintiff and other non-party
11 Aggrieved Employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in
12 excess of 10 hours without receiving all uninterrupted rest periods to which they were entitled.
13 For example, Plaintiff regularly had to forgo her rest periods entirely due to the lack of rest
14 period coverage.

15 58. Defendants have also engaged in a systematic, company-wide practice and/or
16 policy of not paying rest period premiums owed when rest periods are not authorized and
17 permitted. Because of this practice and/or policy, Plaintiff and other non-party Aggrieved
18 Employees have not received premium pay for all missed rest periods. Alternatively, to the
19 extent that Defendants did pay Plaintiff and other non-party Aggrieved Employees one (1)
20 additional hour of premium pay for missed rest periods, Defendants did not pay Plaintiff and
21 other non-party Aggrieved Employees at the correct rate of pay for premiums because
22 Defendants failed to include all forms of compensation, such as incentive pay,
23 nondiscretionary bonuses, and/or other forms of remuneration. As a result, Defendants denied
24 Plaintiff and other non-party Aggrieved Employees rest periods and failed to pay them rest
25 period premiums due, in violation of Labor Code sections 226.7 and 516, and the applicable
26 IWC Wage Order.

27 59. Defendants' conduct violates the applicable IWC Wage Order and California
28 Labor Code sections 226.7, 516, and 1198. Plaintiff and other non-party Aggrieved

1 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections
2 558 and/or 2699(a), (f), and (k).

3 **FAILURE TO PROVIDE AND MAINTAIN COMPLIANT WAGE STATEMENTS**

4 **VIOLATION OF LABOR CODE SECTIONS 226(a), 1174(d), AND 1198**

5 60. At all relevant times herein set forth, California Labor Code section 226(a)
6 provides that every employer shall furnish each of his or her employees an accurate and
7 complete itemized wage statement in writing, including, but not limited to, the name and
8 address of the legal entity that is the employer, the inclusive dates of the pay period, total
9 hours worked, and all applicable rates of pay.

10 61. At all relevant times, Defendants have knowingly and intentionally provided
11 Plaintiff and other non-party Aggrieved Employees with uniform, incomplete, and inaccurate
12 wage statements. For example, Defendants issued uniform wage statements to Plaintiff and
13 other non-party Aggrieved Employees that fail to correctly list: gross wages earned; net wages
14 earned; and all applicable hourly rates in effect during the pay period, including rates of pay
15 for overtime wages and/or rest period premiums, and the corresponding number of hours
16 worked at each hourly rate. Specifically, Defendants violated sections 226(a)(1), 226(a)(5),
17 and 226(a)(9).

18 62. Because Defendants did not calculate Plaintiff's and other non-party Aggrieved
19 Employees' regular rate of pay correctly for purposes of paying overtime wages and/or rest
20 period premiums, Defendants did not list the correct amount of gross wages in compliance
21 with section 226(a)(1). For the same reason, Defendants failed to list the correct amount of
22 net wages in violation of section 226(a)(5). Defendants also failed to correctly list all
23 applicable hourly rates in effect during the pay period, namely, correct rates of pay for
24 overtime wages and/or rest period premiums, in violation of section 226(a)(9).

25 63. The wage statement deficiencies also include, among other things, failing to list
26 the total hours worked by the employee; failing to list the number of piece-rate units earned
27 and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all
28 deductions; failing to list the inclusive dates of the period for which aggrieved employees

1 were paid; failing to list the name of the employee and only the last four digits of his or her
2 social security number or an employee identification number other than a social security
3 number; and/or failing to list the name and address of the legal entity that is the employer.

4 64. California Labor Code section 1174(d) provides that “[e]very person employing
5 labor in this state shall . . . [k]eep a record showing the names and addresses of all employees
6 employed and the ages of all minors” and “[k]eep, at a central location in the state or at the
7 plants or establishments at which employees are employed, payroll records showing the hours
8 worked daily by and the wages paid to, and the number of piece-rate units earned by and any
9 applicable piece rate paid to, employees employed at the respective plants or
10 establishments” Labor Code section 1174.5 provides that employers are subject to a
11 \$500 civil penalty if they fail to maintain accurate and complete records as required by section
12 1174(d). At all relevant times, and in violation of Labor Code section 1174(d), Defendants
13 willfully failed to maintain accurate payroll records for Plaintiff and other non-party
14 Aggrieved Employees showing all wages paid to them as a result of failing to record all wages
15 owed, including overtime wages and/or rest period premiums.

16 65. California Labor Code section 1198 provides that the maximum hours of work
17 and the standard conditions of labor shall be those fixed by the Labor Commissioner and as
18 set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he
19 employment of any employees for longer hours than those fixed by the order or under
20 conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC
21 Wage Order, employers are required to keep accurate records showing total wages paid each
22 payroll period. During the relevant time period, Defendants failed, on a company-wide basis,
23 to keep accurate records of total wages paid each payroll period for Plaintiff and other non-
24 party Aggrieved Employees as a result of failing to record all wages owed, including overtime
25 wages and/or rest period premiums, in violation of section 1198.

26 66. Defendants’ conduct violates California Labor Code sections 226(a), 1174(d),
27 and 1198. Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover
28 civil penalties pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f), and (k).

1 **FAILURE TO PAY WAGES DURING EMPLOYMENT**

2 **VIOLATION OF LABOR CODE SECTION 204**

3 67. At all times relevant herein set forth, California Labor Code section 204
4 provides that all wages earned by any person in any employment between the first (1st) and
5 the fifteenth (15th) days, inclusive, of any calendar month, other than those wages due upon
6 termination of an employee, are due and payable between the sixteenth (16th) and the twenty-
7 sixth (26th) day of the month during which the labor was performed. Labor Code section 204
8 further provides that all wages earned by any person in any employment between the sixteenth
9 (16th) and the last day, inclusive, of any calendar month, other than those wages due upon
10 termination of an employee, are due and payable between the first (1st) and the tenth (10th)
11 day of the following month.

12 68. At all times relevant herein, Labor Code section 204 also requires that all
13 wages earned for labor in excess of the normal work period shall be paid no later than the
14 payday for the next regular payroll period. Alternatively, at all times relevant herein, Labor
15 Code section 204 provides that the requirements of this section are deemed satisfied by the
16 payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not
17 more than seven (7) calendar days following the close of the payroll period.

18 69. During the relevant time period, Defendants willfully failed to pay Plaintiff and
19 other non-party Aggrieved Employees all wages due including, but not limited to, overtime
20 wages and/or rest period premiums, within the time periods specified by California Labor
21 Code section 204.

22 70. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees
23 all wages due violates Labor Code section 204. Plaintiff and other non-party Aggrieved
24 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections
25 210 and/or 2699(a), (f), and (k).

26 **FAILURE TO PAY WAGES UPON TERMINATION**

27 **VIOLATION OF LABOR CODE SECTIONS 201 AND 202**

28 71. At all times relevant herein set forth, Labor Code sections 201 and 202 provide

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

7 72. On information and belief, Defendants have a company-wide practice and/or
8 policy of paying departing employees their final wages late, instead of adhering to the time
9 requirements set forth in Labor Code sections 201 and 202. For example, Defendants
10 terminated Plaintiff's employment on or about July 26, 2024; however, as of the date of this
11 complaint, Defendants still have not provided Plaintiff with her final wages. Defendants
12 issued Plaintiff a payroll debit card that purportedly contained her final wages owed; however,
13 when Plaintiff attempted to withdraw the funds at a bank, the balance was zero dollars. Thus,
14 Defendants failed to pay Plaintiff her final wages immediately, in violation of California
15 Labor Code section 201.

16 73. Additionally, Defendants willfully failed to pay Plaintiff and other non-party
17 Aggrieved Employees who are no longer employed by Defendants the earned and unpaid
18 wages set forth above, including but not limited to, overtime wages and/or rest period
19 premiums, either at the time of discharge, or within seventy-two (72) hours of their leaving
20 Defendants' employ.

21 74. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees
22 who are no longer employed by Defendants their wages earned and unpaid at the time of
23 discharge, or within seventy-two (72) hours of their leaving Defendants' employ, violates
24 Labor Code sections 201 and 202. Plaintiff and other non-party Aggrieved Employees are
25 therefore entitled to recover civil penalties pursuant to Labor Code sections 256 and/or
26 2699(a), (f), and (k).

27 //

28 //

1 **UNLAWFUL DIRECT DEPOSIT OF WAGES**

2 **VIOLATION OF LABOR CODE SECTIONS 212 AND 213**

3 75. At all times relevant herein, California Labor Code section 212 prohibits
4 employers from issuing any instruments for the payment of wages unless such instruments are
5 negotiable and payable in cash, on demand, and without discount. California Labor Code
6 section 213 permits employers to pay employees via direct deposit so long as the employee
7 authorizes payment via direct deposit.

8 76. Under California law, employers are permitted to fulfill their wage payment
9 obligations to employees by using payroll debit cards, but only so long as the employee is
10 given the choice as to whether to accept a payroll debit card as a form of payment. *Johnson v.*
11 *Sunrise Senior Living Management, Inc.*, No. 16 CV 00443 BRO RAOx, 2016 WL 8929249,
12 *9 (C.D. Cal. May 5, 2016). In *Johnson*, the court stated that the Division of Labor Standards
13 Enforcement (“DLSE”) decision deeming payroll debit card program permissible relied
14 heavily on:

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

28 77. In addition, California law only permits employers to 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.

78. 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 wage 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 page 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.

79. During the relevant time period, Defendants had an agreement with a payroll service provider, Rapid Pay Card, for the issuance of payroll debit cards to employees, including Plaintiff and other non-party Aggrieved Employees, to discharge their wage payment obligations to their employees. On information and belief, Defendants 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, Plaintiff 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, Defendants automatically enrolled Plaintiff in their payroll debit card program for the purpose of issuing Plaintiff’s final wages to her without prior, voluntary approval from Plaintiff.

80. California courts recognize a policy favoring the full and prompt payment of wages to employees. Defendants’ payroll card program is inconsistent with this policy

1 because Defendants' program is involuntary and denies Plaintiff and other non-party
2 Aggrieved Employees easy access to their wages. Thus, Defendants' company-wide payroll
3 debit card program violates California Labor Code sections 212 and 213.

4 81. Plaintiff and other non-party Aggrieved Employees are therefore entitled to
5 recover civil penalties pursuant to Labor Code sections 225.5 and/or 2699(a), (f), and (k).

6 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES**

7 **VIOLATION OF LABOR CODE SECTION 2802**

8 82. At all times herein set forth, California Labor Code section 2802 provides that
9 an employer must reimburse employees for all necessary expenditures and losses incurred by
10 the employee in the performance of his or her job. The purpose of Labor Code section 2802 is
11 to prevent employers from passing off their cost of doing business and operating expenses on
12 to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144
13 (2014). The applicable wage order, IWC Wage Order No. 5-2001, provides that: "[w]hen
14 tools or equipment are required by the employer or are necessary to the performance of a job,
15 such tools and equipment shall be provided and maintained by the employer, except that an
16 employee whose wages are at least two (2) times the minimum wage provided herein may be
17 required to provide and maintain hand tools and equipment customarily required by the trade
18 or craft."

19 83. During the relevant time period, Defendants, on a company-wide basis,
20 required that Plaintiff and other non-party Aggrieved Employees use their own personal
21 mobile devices, including, but not limited to, cellular phones, and/or mobile data to carry out
22 their job duties but failed to reimburse them for the costs of their work-related mobile device
23 expenses. For example, Plaintiff and other non-party Aggrieved Employees would be
24 contacted on their personal mobile devices by their supervisors to discuss work-related
25 matters, such as work assignments. Although Defendants required Plaintiff and other non-
26 party Aggrieved Employees to utilize their personal mobile devices and/or mobile data to
27 carry out their work-related responsibilities, Defendants failed to reimburse them for this cost.

28 84. Defendants could have provided Plaintiff and other non-party Aggrieved

1 Employees with the actual equipment for use on the job, such as company mobile devices; or
2 Defendants could have reimbursed employees for the costs of their mobile device usage.
3 Instead, Defendants passed these operating costs onto Plaintiff and other non-party Aggrieved
4 Employees. At all relevant times, Plaintiff did not earn at least two (2) times the minimum
5 wage.

6 85. Defendants' company-wide policy and/or practice of not reimbursing
7 employees for expenses necessarily incurred and passing on their operating costs to Plaintiff
8 and other non-party Aggrieved Employees violates California Labor Code section 2802.
9 Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil
10 penalties pursuant to Labor Code sections 2699(a), (f), and (k).

11 **REQUEST FOR JURY TRIAL**

12 Plaintiff requests a trial by jury.

13 **PRAYER FOR RELIEF**

14 Plaintiff, on behalf of all other non-party Aggrieved Employees, prays for relief and
15 judgment against Defendants, jointly and severally, as follows:

16 1. For civil penalties and attorneys' fees in excess of twenty-five thousand dollars
17 (\$25,000). Plaintiff reserves the right to amend her prayer for relief to seek a different
18 amount.

19 **As to the First Cause of Action**

20 2. That the Court declare, adjudge and decree that Defendants violated the
21 following California Labor Code provisions as to Plaintiff and other non-party Aggrieved
22 Employees: 226.7, 510, and 1198 (by failing to include all forms of remuneration in the
23 regular rate of pay for purposes of paying overtime wages and/or rest period premiums);
24 226.7, 516, and 1198 (by failing to authorize and permit all rest periods); 226(a), 1174(d), and
25 1198 (by failing to provide accurate wage statements and maintain accurate payroll records);
26 204 (by failing to timely pay all earned wages during employment); 201 and 202 (by failing to
27 timely pay all earned wages upon termination); 212 and 213 (by failing to make earned wages
28 accessible on demand and with authorization); and 2802 (by failing to reimburse business

1 expenses);

2 3. For civil penalties, pursuant to California Labor Code sections 210, 225.5,
3 226.3, 256, 558, 1174.5, 2699(a), (f), and (k), for violations of California Labor Code sections
4 201, 202, 204, 212, 213, 226(a), 226.7, 510, 516, 1174(d), 1198, and 2802;

5 4. For injunctive relief pursuant to California Labor Code sections 1194.5 and/or
6 2699(k) to bring Defendants into compliance with the requirements of California Labor Code
7 sections 201, 202, 204, 212, 213, 226(a), 226.7, 510, 516, 1174(d), 1198, and 2802;

8 5. For attorneys' fees and costs pursuant to California Labor Code section
9 2699(k)(1), and any and all other relevant statutes, for Defendants' violations of California
10 Labor Code sections 201, 202, 204, 212, 213, 226(a), 226.7, 510, 516, 1174(d), 1198, and
11 2802;

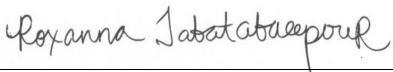
12 6. For pre-judgment and post-judgment interest as provided by law; and

13 7. For such other and further relief as the Court may deem equitable and
14 appropriate.

15
16 Dated: January 27, 2025

Respectfully submitted,

17 Capstone Law APC

18 By: 

19 Roxanna Tabatabaeepour

20 Ryan Tish

Alexander Wallin

21 Attorneys for Plaintiff Deysi Casillas
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23
24
25
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27
28

EXHIBIT “1”



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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



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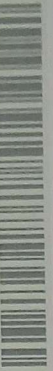
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PACIFIC CATCH, INC.
770 TAMALPAIS DRIVE, STE. 210
CORTE MADERA, CA 94925

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Capstone V.
Pacific Catch

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

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770 TAMALPAIS DRIVE, STE. 210
CORTE MADERA, CA 94925



9590 9402 8803 4005 5745 38

2. Article Number (Transfer from service label)

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A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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