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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MONTEREY

JASMIN JIMENEZ, on behalf of herself and all
similarly aggrieved employees,

Plaintiff,

vs.

SEA HOUSE SALINAS, LLC; OMAR
CAMPOS; SHAN BAO GUO; BAG O'CRAB,
INC.; SEA HOUSE SL LLC; BAG O CRAB MC
LLC; and DOES 3 through 50, inclusive,

Defendants.

Case No. 23CV000504

[Assigned to Hon. Thomas W. Wills, Dept. 15]

**[PROPOSED] ORDER GRANTING
MOTION FOR PRELIMINARY APPROVAL
OF CLASS ACTION SETTLEMENT**

Date: January 31, 2025
Time: 8:30 a.m.
Department: 15

Complaint Filed: February 16, 2023
FAC Filed: June 5, 2023
SAC Filed: November 8, 2024

Plaintiff's motion for an Order Granting Preliminary Approval of Class Action Settlement was filed with the Court on January 8, 2025, and a hearing was held before this Court on January 31, 2025.

I. RECITALS

1. On February 16, 2023, Plaintiff, Jasmin Jimenez, initiated this class action. In the operative Second Amended Complaint, Plaintiff alleges class action and Labor Code Private Attorneys General Act of 2004 ("PAGA") claims for (1) unpaid minimum wages and overtime; (2) failure to provide meal and rest periods; (3) unpaid sick pay wages; (4) failure to timely pay wages; (5) failure to provide accurate itemized wage statements; and (6) failure to reimburse business expenses.

2. On October 24, 2024, the Parties attended mediation with the Hon. Peter Kirwan (Ret.). With the mediator's assistance and based on a mediator's proposal, the Parties were able to negotiate the settlement terms in the Joint Stipulation of Class Action and PAGA Settlement (the "Agreement").

II. FINDINGS

3. The Court conditionally certifies the following Class: all current and former non-exempt employees of Sea House Salinas, LLC, Sea House SL LLC, and Bag O Crab MC LLC in the State of California from February 16, 2019, through December 4, 2024 (the "Class Period").

4. The Court hereby approves the terms and conditions provided for in the Agreement. The Court finds that on a preliminary basis the Agreement falls within the range of reasonableness of a settlement and appears to be presumptively valid, subject to any objections that may be raised at the final fairness hearing and subject to final approval by the Court. It appears to the Court on a preliminary basis that the settlement is fair, adequate, and reasonable as to all potential Class Members when balanced against the uncertain outcome of further litigation relating to liability and damages issues. It also appears that investigation, research, and proceedings have been conducted so that counsel for the Parties are able to reasonably evaluate their respective positions. It appears to the Court that settlement at this time will avoid substantial additional costs by all Parties, as well as avoid the delay and risks that would be presented by the further prosecution of the action. It also appears that settlement has been reached as a result of intensive, serious, and non-collusive arms-length negotiations.

1 **III. ORDERS**

2 After considering the papers and evidence, arguments of counsel, and all other matters presented
3 to the Court, and having taken the matter under submission, **IT IS HEREBY ORDERED** as follows:

4 5. The Court grants preliminary approval of the Joint Stipulation of Class Action and PAGA
5 Settlement submitted by the Parties. The Agreement appears to be fair, adequate, and reasonable to the
6 Class.

7 6. The Court appoints and designates: (a) Plaintiff, Jasmin Jimenez, as Class Representative,
8 and (b) B. James Fitzpatrick and Alison L. Baker of Fitzpatrick & Swanston and Larry W. Lee and
9 Simon L. Yang of Diversity Law Group, P.C. as Class Counsel for the Class. Class Counsel is
10 authorized to act on behalf of the Class with respect to all acts or consents required by, or which may be
11 given, pursuant to the Agreement, and such other acts reasonably necessary to finalize the Agreement
12 and its terms. Any Class Member may enter an appearance through his or her own counsel at such Class
13 Member's own expense. Any Class Member who does not enter an appearance or appear on his or her
14 own behalf will be represented by Class Counsel.

15 7. A final fairness hearing on the question of whether the proposed Agreement, the
16 allocation of payments to Class Members, attorneys' fees and costs to Class Counsel, the payment to the
17 Labor Workforce & Development Agency, the Administration Costs, and the Class Representative
18 Award should be finally approved as fair, reasonable, and adequate as to the members of the Class is set
19 for _____, 2025, at 8:30 a.m. in this Court.

20 8. The Court hereby approves, as to form and content, the Notice of Class Action Settlement
21 ("Class Notice"), which is attached as Exhibit A to the Agreement. The Court finds that distribution of
22 the Class Notice to Class Members substantially in the manner and form set forth in the Agreement and
23 this Order meets the requirements of due process and shall constitute due and sufficient notice to all
24 parties entitled thereto.

25 9. The Court appoints and designates Phoenix Settlement Administrators as the
26 Administrator. The Court hereby directs the Administrator to provide the approved Class Notice to Class
27 Members using the procedures set forth in the Agreement.
28

1 10. Any Class Member may choose to opt out of and be excluded from the settlement as
2 provided in the Agreement and Class Notice and by following the instructions for requesting exclusion.
3 Any person who timely and properly opts out of the settlement will not be bound by the Agreement or
4 have any right to object, appeal, or comment thereon. Any request for exclusion must be in writing and
5 signed by each such Class Member opting out and must otherwise comply with the requirements
6 delineated in the Class Notice. Class Members who have not requested exclusion by submitting a valid
7 and timely request for exclusion shall be bound by all determinations of the Court, the Agreement, and
8 Judgment.

9 11. Any Class Member may object to the Agreement or express his or her views regarding
10 the Agreement. Any Class Member may present evidence and file briefs or other papers relevant to the
11 issues to be heard and determined by the Court as provided in the Class Notice.

12 12. A Motion for Final Approval shall be filed by the Class Representatives no later than
13 sixteen (16) court days before the final fairness hearing.

14 13. The Court reserves the right to adjourn or continue the date of the final fairness hearing
15 and all dates provided for in the Agreement without further notice to the Class. The Court retains
16 jurisdiction to consider all further applications arising out of or connected with the Agreement.

17 14. Should for whatever reason final approval is not granted, the fact that the Parties were
18 willing to stipulate to certification of a class as part of the settlement shall have no bearing on the issue
19 of whether a class should be certified in a non-settlement context.

20 **IT IS SO ORDERED.**

21 DATED: _____, 2025

THE HONORABLE THOMAS W. WILLS