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Attorneys for Plaintiff

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]

**DECLARATION OF SIMON L. YANG IN
SUPPORT OF PLAINTIFF'S 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

1 I, Simon L. Yang, declare as follows:

2 1. I am an attorney admitted to practice in the State of California and, with the law firm
3 Diversity Law Group, P.C., am counsel of record for Plaintiff. I make this declaration on the basis of my
4 own personal knowledge, except as to those matters stated on information and belief and, as to those
5 matters, I believe them to be true. If called as a witness, I could testify competently as to the facts stated
6 in this declaration.

7 2. On February 16, 2023, Plaintiff initiated this class action. Upon the initiation of the
8 Action, Plaintiff and Defendants met and conferred about the alleged claims for failures to provide meal
9 periods, to provide rest periods, pay hourly and overtime wages, furnish accurate itemized wage
10 statements, timely pay all wages due, and reimburse business expenses. Defendants also provided
11 Plaintiff with information about various defenses. On numerous dates thereafter, Plaintiff and
12 Defendants exchanged information and documents that Plaintiff contended supported the claims and that
13 Defendants contended supported their defenses. The Parties also propounded and responded to formal
14 discovery requests.

15 3. Class Counsel continued investigating the alleged claims and also analyzed any defenses
16 raised by Defendants. After extensive formal discovery, the Parties agreed to schedule a mediation to
17 potentially resolve the claims. To enable a potential resolution, Defendants provided the relevant
18 numbers of individuals, workweeks, and shifts worked, for example, among other things. Defendants'
19 willingness to provide informal discovery on a classwide basis enabled Plaintiff to evaluate the full
20 scope of Defendants' potential liability.

21 4. On October 24, 2024, the Parties attended mediation with the Hon. Peter Kirwan (Ret.),
22 an experienced mediator knowledgeable of both the wage and hour laws and class and representative
23 action claims at issue. With the mediator's assistance and based on a mediator's proposal, the Parties
24 were able to negotiate the settlement terms in the Joint Stipulation of Class Action and PAGA
25 Settlement (the "Agreement"), a true and correct copy of which is attached as **Exhibit 1**. As part of the
26 agreement to resolve the disputes between the Parties, on November 8, 2024, Plaintiff filed an operative
27 Second Amended Complaint.

1 5. The Agreement requires Defendants to pay \$350,000.00—or about \$1,851.85, on
2 average, for each of approximately 189 Class Members. As discussed below, this amounts to
3 approximately 11.13% of Defendants’ potential liability and is an excellent result for Class Members.
4 To wit, Plaintiff contends that class claims under Labor Code section 226(e) result in a \$50 penalty for
5 the first non-compliant wage statement to each Class Member and a \$100 penalty for each additional
6 non-compliant wage statement to the Class Member, up to a maximum of \$4,000.00 per Class Member.¹
7 With respect to meal and rest break violations, Plaintiff contends that Defendants would be liable for an
8 additional hour of regular rate wages under Section 226.7. Plaintiff also contends that while Defendants
9 would owe some underpaid minimum wages and overtime, Defendants more significantly would be
10 liable for Section 203 penalties of up to 30 days wages. Plaintiff additionally contends that Defendants
11 would be liable for actual Class Member expenses under Section 2802. Moreover, under the Labor Code
12 Private Attorneys General Act of 2004 (“PAGA”), Plaintiff contends that Defendants also would be
13 liable for an additional \$450 per pay period for these violations under Sections 210, 558, and 2699(f).

14 6. Defendants contest the merits and deny they are liable at all. Moreover, even if Plaintiff
15 prevails on the merits, Defendants contest the extent of liability. For example, with respect to liability
16 for underpaid wages, overtime, and additional hours of regular rate wages, Defendants contend that
17 there is little evidence of widespread failure to pay wages or overtime and that the violation rate for meal
18 and rest breaks was extremely low. Defendants further contend that they would not be subject to Section
19 203 penalties, based on good-faith defenses. Likewise, with respect to wage statement liability,
20 Defendants contend that liability under Section 226(e) would be subject to additional defenses requiring
21 proof of injuries resulting from knowing and intentional violations. Finally, with respect to PAGA
22 penalties, Defendants contend that the circumstances are such that PAGA penalties would be subject to
23 discretionary reductions.

24 7. While the Parties disagree on the application of the law to the facts, each side recognized
25 in negotiations that, if taken to trial, the other side would at least have reasonable arguments, such that
26 the Gross Settlement Amount to which the Parties ultimately agreed was reasonable. Ultimately, based
27

28 ¹ Except as otherwise noted, all “Section” references are to the Labor Code.

on data at mediation, Plaintiff argued that a classwide judgment could result in a total potential class and
PAGA recovery of \$3,146,036.00, including:

- approximately \$285,600.00 in wage statement penalties, based on a \$50 penalty for the first wage statement for each of 146 Class Members during the relevant limitations period and a \$100 penalty for each of an additional 2,783 wage statement during the relevant limitations period;
- approximately \$529,920.00 in waiting time penalties for 138 formerly employed Class Members during the relevant limitations period, based on wages for 30 8.0-hour days at \$16.00 hourly rates;
- approximately \$446,848.00 in additional hours of wages for meal break violations in each of 27,298 shifts at a \$16.00 hourly rate;
- approximately \$446,848.00 in additional hours of wages for rest break violations in each of 27,298 shifts at a \$16.00 hourly rate;
- approximately \$58,020.00 in unreimbursed expenses for \$7.50 per workweek during each of 7,736 workweeks; and
- approximately \$1,378,800.00 in PAGA penalties for \$450 per pay period in 3,064 pay periods during the relevant limitations period.

Plaintiff contends that the Gross Settlement Amount of \$350,000.00—or 11.13% of the total potential recovery—is an excellent result. It can be expected that, on average, each Class Member would be allocated \$906.53 in Settlement Payments (and on average, each PAGA Employee would be allocated an additional \$50.34 in settlement payments)—*after* all requested payments from the Gross Settlement Amount (when assuming that actual litigation costs will be no more than \$15,000.00).²

8. Although I am confident that litigation of the claims would result in a classwide judgment against Defendant, I recognize the inherent risks in litigation, including the specific risks that class certification could be denied, liability could not be established at trial, or the applicable law could

² The amount paid on average to each Class Member may increase, depending on how many Class Members opt out of the class action settlement. The amount actually paid to any Class Member may increase or decrease depending on his or her number of relevant pay periods during the Class Period.

1 change. I recognize that the settlement resulting from extensive arm's length negotiations between the
2 Parties is fair, reasonable, and adequate for each participating Class Member, given the inherent risks of
3 litigation, as well as the potential for appeals and the costs of pursuing litigation.

4 9. I am one of the primary attorneys on this matter. My qualifications are as follows: After
5 completing my undergraduate education at The Wharton School at the University of Pennsylvania in
6 2004 with concentrations in Management and Human Resources, I continued studying labor and
7 employment issues by enrolling in post-graduate education at the School of Labor and Employment
8 Relations at the University of Illinois. I determined before enrolling in law school that I wanted to
9 practice labor and employment law in California. I thus received my J.D. from UCLA School of Law in
10 2008. During law school, I spent the summer of 2006 with the National Labor Relations Board, Region
11 21, and the summer of 2007 with the law firm of Seyfarth Shaw LLP in 2007.

12 10. Upon graduating from law school in 2008, I practiced labor and employment law at
13 Seyfarth Shaw LLP, a well-regarded labor and employment firm. I was elevated to partner in 2019. My
14 practice focused on wage and hour class, collective, and representative actions, with a particular
15 emphasis on matters involving the Labor Code Private Attorneys General Act of 2004 ("PAGA").
16 During my time with Seyfarth Shaw LLP, I was a primary attorney on numerous wage and hour class,
17 collective, and representative actions that resulted in published opinions, including for example, *Ehret v.*
18 *WinCo Foods, LLC*, 26 Cal. App. 6th 1 (2018) (affirming summary judgment in PAGA action based on
19 absence of meal period violations in light of collectively bargained waiver of meal periods on shifts of
20 not more than six hours), and *Ruelas v. Costco Wholesale Corporation*, 67 F. Supp. 3d 1137 (C.D. Cal.
21 Sept. 8, 2014) (obtaining dismissal of wage statement allegations in PAGA representative action). I was
22 also able to obtain experience litigating representative claims or wage and hour matters through trial and
23 appeal. *E.g.*, *Velazquez v. Costco Wholesale Corporation*, 603 Fed. App'x 584 (9th Cir. Mar. 25, 2015)
24 (reversing award of waiting-time penalties based on lack of evidence supporting any willful failure to
25 pay wages); *Ward v. Costco Wholesale Corporation*, 552 Fed. App'x 631 (9th Cir. Jan. 9, 2014)
26 (affirming bench-trial judgment in favor of defendant against named plaintiff and 18 opt-in plaintiffs in
27 collective action with involving deductions from final paychecks). I also litigated class certification on
28

1 numerous matters. *E.g., Martinez v. Guess?, Inc.*, Los Angeles Superior Court Case No. BC 498326
2 (denial of class certification on behalf of retail employees alleging off-the-clock work).

3 11. Based on my experience in wage and hour class, collective, and representative actions, I
4 have been interviewed and quoted in articles published in the Northern California Record about
5 legislative efforts to reform PAGA. I also have published articles on myriad topics relevant to wage and
6 hour class and representative action litigation, including for example articles on California kin care
7 requirements in *Employee Relations Law Journal* (Vol. 36, No. 2), the extraterritorial application of
8 California employment laws in *The Recorder* (134RD Year No. 28), and California meal and rest break
9 laws in *California Transportation News*, a publication of the California Construction Trucking
10 Association.

11 12. In 2020 I left Seyfarth Shaw LLP and joined my current firm, Diversity Law Group, P.C.,
12 which also focuses primarily on employment law. I have handled a number of wage and hour class and
13 representative actions and continue litigating such matters in numerous Superior Courts and District
14 Courts. From matters with both Seyfarth Shaw LLP and Diversity Law Group, P.C., I have successfully
15 mediated the resolution of dozens of wage and hour class, collective, and representative actions. I have
16 obtained class certification and been appointed class counsel. No court has ever found me to be
17 inadequate class counsel.

18 13. My co-counsel and I will adequately represent the Class Members in this action.
19 Plaintiff's Counsel have and will zealously represent Plaintiff and the Class and pursue this lawsuit to its
20 conclusion.

21 14. Along with the filing of the motion for preliminary approval of the settlement in this
22 matter, a copy of the motion papers have also been uploaded to the Labor and Workforce Development
23 Agency ("LWDA") in compliance with Section 2699(s)(2) and (4). Similarly, upon approval of a
24 settlement in this matter, my regular practice would be to direct my office staff to upload a copy of the
25 Court's judgment, papers, or other orders awarding civil penalties under PAGA.

26 15. With respect to the cy pres recipient, Legal Aid at Work, neither my co-counsel nor I
27 have any relationship with or connection to said organization. Based on discussions with Defendants'
28

1 counsel, I also am informed and believe that counsel for Defendants also does not have any relationship
2 with or connection to Legal Aid at Work.

3 I declare under penalty of perjury under the laws of the State of California that the foregoing is
4 true and correct. Executed this 8th day of January 2025, at Pasadena, California.

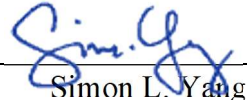
5
6 
Simon L. Yang

EXHIBIT 1.

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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]

**JOINT STIPULATION OF CLASS ACTION
AND PAGA SETTLEMENT**

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

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT

This Joint Stipulation of Class Action and PAGA Settlement is entered into by and between Plaintiff, Jasmine Jimenez, on the one hand, and Defendants Sea House Salinas, LLC, Sea House SL LLC, Bag O Crab MC LLC, Bag O’Crab, Inc., and Shan Bao Guo, on the other hand (collectively, the “Parties”).

1. DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings:

1.1. Action. “Action” means the civil lawsuit originally entitled *Jasmin Jimenez v. Sea House Salinas, LLC*, filed on or about February 16, 2023, in the Superior Court of the State of California for the County of Monterey designated as Case No. 23CV000504.

1.2. Administrator. “Administrator” means the third-party settlement administrator approved by the Court to administer the settlement.

1.3. Agreement. “Agreement” means this Joint Stipulation of Class Action and PAGA Settlement.

1.4. Class Counsel. “Class Counsel” means B. James Fitzpatrick and Alison L. Baker of Fitzpatrick & Swanston and Larry W. Lee and Simon L. Yang of Diversity Law Group, P.C..

1.5. Class Member. “Class Member” means 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 during the Class Period. Defendants represent that there are approximately 189 Class Members who worked approximately 7,736 relevant workweeks, as of the Parties October 24, 2024 mediation.

1.6. Class Notice. “Class Notice” means the Notice of Class Action Settlement, substantially in the form attached as Exhibit A.

1.7. Class Period. “Class Period” means February 16, 2019, through December 4, 2024.

1.8. Court. “Court” means the Superior Court of California for the County of Merced.

1.9. Defendants. “Defendants” means Sea House Salinas, LLC, Sea House SL LLC, Bag O Crab MC LLC, Bag O’Crab, Inc., and Shan Bao Guo.

1.10. Defendants’ Counsel. “Defendants’ Counsel” means Marie Trimble Holvick, Amber A. Eklof, and Liza L. Christie of Gordon Rees Scully Mansukhani, LLP.

1 **1.11. Effective Date.** “Effective Date” means: (a) if no objections to the settlement are filed,
2 the date the Final Approval Order is signed by the Court; (b) if objections to the settlement are filed, the
3 day following the expiration of the time for the filing of an appeal of the Final Approval Order; or (c) if
4 any appeals of the Final Approval Order are filed, the day following the expiration of time to further
5 appeal an order affirming the Final Approval Order.

6 **1.12. Final Approval Order.** “Final Approval Order” means the court order granting final
7 approval of this settlement pursuant to this Agreement.

8 **1.13. Gross Settlement Amount.** “Gross Settlement Amount” means the maximum potential
9 settlement amount—inclusive of any Attorneys’ Fees and Costs Award, Class Representative Award,
10 Administration Costs, PAGA Penalty Fund, and allocations for Individual Settlement Payments (and
11 exclusive only of any employer share of payroll taxes to amounts allocated to wages)—that Defendants
12 may be required to pay in connection with a Final Approval Order.

13 **1.13.1. Administration Costs.** “Administration Costs” means a Court approved
14 payment from the Gross Settlement Amount to the Administrator for administering the settlement,
15 which includes but is not limited to printing, distributing, or tracking Class Notices, processing any
16 required tax payments or reporting, providing any required tax forms, distributing payments pursuant to
17 a Final Approval Order, and providing necessary reports or declarations, as requested by the Court or
18 Class Counsel and Defendants’ Counsel.

19 **1.13.2. Attorneys’ Fees and Costs Award.** “Attorneys’ Fees and Costs Award” means
20 a Court approved payment from the Gross Settlement Amount for Class Counsel’s attorneys’ fees and
21 costs associated with the litigation and resolution of the Action (excluding third-party Administration
22 Costs).

23 **1.13.3. Class Representative Award.** “Class Representative Award” means a Court
24 approved payment from the Gross Settlement Amount to Plaintiff in recognition of Plaintiff’s efforts
25 and work in prosecuting the Action on behalf of putative Class Members and in consideration of
26 Plaintiff’s additional general release of claims inapplicable to Settlement Class Members.
27
28

1.14. Individual Settlement Payment. “Individual Settlement Payment” means a Class Member’s potential payment from the Gross Settlement Amount, which may include an Individual Class Payment and Individual PAGA Payment.

1.14.1. Individual Class Payment. “Individual Class Payment” means a Settlement Class Member’s potential payment from the Net Settlement Amount for the class action settlement.

1.14.2. Individual PAGA Payment. “Individual PAGA Payment” means a PAGA Employee’s potential payment from the PAGA Penalty Fund for the PAGA settlement.

1.15. LWDA Payment. “LWDA Payment” means a Court approved payment to the Labor & Workforce Development Agency (“LWDA”) of 75% of the PAGA Penalty Fund.

1.16. Net Settlement Amount. “Net Settlement Amount” means the remainder of the Gross Settlement Amount after Court approved deductions for the Attorneys’ Fees and Costs Award, Class Representative Award, Administration Costs, and PAGA Penalty Fund.

1.17. PAGA Employee. “PAGA Employee” means all Class Members employed in the State of California during the PAGA Period. Defendants represent that there are approximately 149 PAGA Employees who worked approximately 3,064 relevant pay periods.

1.18. PAGA Period. “PAGA Period” means January 10, 2022, through December 4, 2024.

1.19. PAGA Penalty Fund. “PAGA Penalty Fund” means the portion of the settlement allocated to PAGA penalties.

1.20. Parties. “Parties” means Plaintiff and Defendants.

1.21. Plaintiff. “Plaintiff” means Jasmin Jimenez.

1.22. Preliminary Approval Order. “Preliminary Approval Order” means an order granting preliminary approval of a settlement pursuant to this Agreement.

1.23. Released Party. “Released Party” means Defendants Sea House Salinas, LLC, Sea House SL LLC, Bag O Crab MC LLC, Bag O’Crab, Inc., and Shan Bao Guo and their present and former parent companies, subsidiaries, divisions, related entities, or affiliated companies, and their officers, directors, employees, agents, attorneys, insurers, re-insurers, successors and assigns, whether in their individual or official capacities.

1 **1.24. Settlement Class Members.** “Settlement Class Members” means Class Members who
2 do not exclude themselves from the class action settlement by complying with the procedures set forth
3 in the Class Notice to opt out of the class action settlement.

4 **2. RECITALS**

5 **2.1. Initiation of Action.** On or about February 16, 2023, Plaintiff filed the original
6 complaint initiating the Action on behalf of a putative class of current and former non-exempt
7 employees of Defendant Sea House Salinas, LLC s in the State of California. The Action pursued class
8 action claims for alleged failures to provide meal periods, to provide rest periods, pay hourly and
9 overtime wages, furnish accurate itemized wage statements, timely pay all wages due, and reimburse
10 business expenses. On June 5, 2023, Plaintiff filed a First Amended Complaint which also pursued
11 representative action claims under the Labor Code Private Attorneys General Act of 2004 (“PAGA”).

12 **2.2. Class Counsel’s Investigation.** Plaintiff and Defendants met and conferred about the
13 alleged claims. On numerous dates, Plaintiff and Defendants exchanged information and documents
14 that Plaintiff contended supported the claims and that Defendants contended supported their defenses.
15 The Parties engaged in formal discovery, including the deposition of Plaintiff’s supervisor. Class
16 Counsel continued investigating the alleged claims and also analyzed any defenses raised by
17 Defendants. Ultimately, Defendants agreed to schedule a mediation to potentially resolve the alleged
18 claims.

19 **2.3. Mediation and Settlement.** On October 24, 2024, the Parties attended a mediation with
20 the Hon. Peter Kirwan (Ret.), an experienced mediator knowledgeable of both the wage and hour laws
21 and class and representative action claims at issue in the Action. With the mediator’s assistance and
22 based upon the mediator’s proposal, the Parties were able to agree to settlement terms, which were
23 negotiated in light of all known facts and circumstances—including the uncertainty associated with
24 litigation, the risks of significant delay, and numerous potential appellate issues. The settlement was
25 achieved only after extensive arm’s-length negotiations both during and in the weeks leading up to the
26 mediation. As part of the agreement to resolve the disputes between the Parties, on November 8, 2024,
27 Plaintiff filed an operative Second Amended Complaint.
28

1 **2.4. No Admission of Liability.** Defendants deny all of the allegations made by Plaintiff in
2 the Action. Although Defendants deny all of the allegations made by Plaintiff in the Action,
3 Defendants—without admitting or conceding any liability or wrongdoing whatsoever—have agreed to
4 settle the Action on the terms and conditions set forth in this Agreement for the sole purpose of
5 avoiding the burden, expense, and uncertainty of continuing the Action.

6 **2.5. Class Counsel's Evaluation.** Based on Class Counsel's ongoing investigation and
7 evaluation, Class Counsel is of the opinion that the terms set forth in this Agreement are fair,
8 reasonable, adequate, and in the best interests of Class Members.

9 **2.6. Certification of Settlement Class.** This Agreement is contingent upon the approval and
10 certification by the Court of a class for purposes of settlement. The Parties agree to cooperate and take
11 all steps necessary and appropriate to effectuate all aspects of this Agreement and to obtain a
12 Preliminary Approval Order and then Final Approval Order.

13 **3. NOTICE TO CLASS MEMBERS**

14 **3.1. Administrator.** Plaintiff and Class Counsel shall request that the Court appoint Phoenix
15 Settlement Administrators as the Administrator for purposes of sending notice of the settlement to
16 Class Members.

17 **3.2. Class Data for Administrator.** Within 10 days of the Preliminary Approval Order,
18 Defendants shall provide to the Administrator a chart with each Class Member's last known mailing
19 address, as well as data sufficient for the Administrator to perform all necessary responsibilities
20 pursuant to this Agreement.

21 **3.3. Mailing of Notice.** Within seven (7) days of receipt of the Class Data, the Administrator
22 shall send Class Notice to each Class Member via First Class U.S. Mail, using the last known mailing
23 address for each Class Member, based on class data provided by Defendants. Any Class Notice
24 returned to the Administrator as undeliverable shall be sent promptly via First Class U.S. Mail to the
25 forwarding address affixed thereto. If no forwarding address is provided, the Administrator shall
26 promptly attempt to determine the correct address using a single skip-trace search and shall then
27 promptly send a single re-mailing. This shall be the sole means of notice to Class Members.
28

1 **3.4. Proof of Mailing.** The Administrator shall provide Class Counsel and Defendants’
2 Counsel a declaration of due diligence and proof of mailing with regard to mailing of Class Notice.

3 **4. CLASS MEMBERS’ RESPONSE OPTIONS**

4 **4.1. Consideration Period.** Class Members shall be provided 45 calendar days after the
5 postmark date of the initial mailing of Class Notice to exercise any rights to opt out of the settlement.
6 Except as provided herein, no Class Member responses that are postmarked more than 45 calendar days
7 after the initial mailing of Class Notice shall be considered. The Parties shall do nothing to encourage
8 or solicit Class Members to opt out of or object to the settlement.

9 **4.2. Objection Right and Effect.** Class Members shall be given the opportunity to object to
10 the terms of the class action settlement. Class Members may object to the class action settlement by
11 mailing to the Administrator an objection within 45 calendar days after the postmark date of the initial
12 mailing of Class Notice, which describes the objection and states any intention to appear at the final
13 approval hearing. Any Class Member who does not comply with the objection procedures in the Class
14 Notice shall be deemed to have waived any objections and shall be foreclosed from making any
15 objection, whether by appeal or otherwise, to the settlement. Class Members who object to the
16 settlement pursuant to the terms of the Class Notice shall remain subject to being bound by the release
17 provisions in this Agreement pursuant to a Final Approval Order and shall remain eligible to receive an
18 Individual Class Payment. Class Members do not have the right to object to the terms of the PAGA
19 settlement.

20 **4.3. Opt-Out Right and Effect.** Class Members shall be given the opportunity to opt out of
21 the settlement. Class Members may opt out of the settlement by mailing to the Administrator a Request
22 for Exclusion, which expresses their desire to be excluded from the Settlement Class. Any Request for
23 Exclusion that does not comply with the procedures in the Class Notice shall be deemed void and
24 ineffective. Class Members who opt out of the settlement pursuant to the terms of the Class Notice shall
25 not receive any Individual Class Payments, shall not be bound by the class action release provisions in
26 this Agreement pursuant to a Final Approval Order, and shall not be permitted to object to the
27 settlement or appeal. If a Class Member submits both a Request for Exclusion and an objection, the
28 Administrator shall attempt to determine whether the Class Member would like to withdraw either the

Request for Exclusion or the objection. If the Class Member does not withdraw a Request for Exclusion, or if the Administrator cannot contact the Class Member who submits both a Request for Exclusion and an objection, the Request for Exclusion shall be deemed valid and shall be deemed to invalidate the objection. Class Members do not have the right to opt out of the PAGA settlement.

4.4. Objection Response. The Administrator must provide a copy of any objection received to Class Counsel and Defendants' Counsel upon receipt. Either of the Parties may file a response to any written objection no later than five court days before the final approval hearing. The Administrator will provide counsel for the Parties with weekly updates as to any objectors and/or Requests for Exclusion.

4.5. Defendants' Right to Terminate. If more than 5.0% of Class Members opt out of the class action settlement, then Defendants shall have the right to terminate the Agreement by notifying Plaintiff's Counsel in writing within seven days of notification that more than 5.0% of Class Members have opted out of the class. If Defendants exercise the right to terminate the Agreement, Defendants shall be responsible for any Administration Costs incurred to date.

4.6. Proof of Class Members' Responses. As soon as practicable after the end of the consideration period, the Administrator shall provide a declaration attesting to (by number of relevant individuals), its mailing of Class Notice, its inability to deliver Class Notice due to invalid addresses, and its receipt of valid Requests for Exclusion or objections. The Administrator shall prepare any supplemental declarations regarding the administration of the settlement, as necessary or as jointly requested by the Parties or the Court.

5. SETTLEMENT PROCEEDS

5.1. Gross Settlement Amount. Defendants agree to pay a non-reversionary Gross Settlement Amount of \$350,000.00. The Gross Settlement Amount was negotiated based on Defendants' representations that there are approximately 7,736 relevant workweeks during the Class Period. To the extent that the actual number of relevant workweeks during the Class Period exceeds 7,736 by more than 10.0% (i.e., 8,510 or more), the Gross Settlement Amount shall increase on a pro rata basis equal to the percentage increase exceeding 10.0% (e.g., if the actual number were 11.0% greater than 7,736, then the Gross Settlement Amount would be increased by 1.0%). Under no other circumstances will Defendants' payment exceed the Gross Settlement Amount, except that Defendants

will make additional payments to the Administrator representing its share of any employer payroll taxes to be paid in connection with the Settlement (*e.g.*, FICA, FUTA, payroll taxes, or any similar tax or charge).

5.1.1. Attorneys' Fees and Costs. Class Counsel intends to request—and Defendants agree not to oppose—that the Court approve an Attorneys' Fees and Costs Award in the amount of (a) 33 $\frac{1}{3}$ % of the Gross Settlement Amount, or \$116,666.67, and (b) actual litigation costs incurred.

5.1.2. Class Representative Award. Class Counsel intends to request—and Defendants agree not to oppose—that the Court approve a Class Representative Award of \$10,000.00. Any Class Representative Award is supplemental to Plaintiff's Individual Settlement Payment.

5.1.3. Administration Costs. Class Counsel intends to request—and Defendants agree not to oppose—that the Court approve Administration Costs of up to \$7,000.00. The Parties agree to cooperate in the settlement administration process and to make all reasonable efforts to control and minimize Administration Costs.

5.1.4. PAGA Penalty Fund and LWDA Payment. The Parties allocate \$30,000.00 to the PAGA Penalty Fund, which shall be distributed pursuant to statute with 75% of the PAGA Penalty Fund payable from the Gross Settlement Amount as an LWDA Payment. The remaining 25% of the PAGA Penalty Fund is to be payable from the Gross Settlement Amount as Individual PAGA Payments to PAGA Employees.

5.1.5. Differences in Requested and Approved Payments. If the Court does not approve the requested amounts for the Attorneys' Fees and Costs Award, Class Representative Award, or Administration Costs, any requested but unapproved amounts shall be allocated to the Net Settlement Amount. If the Court does not approve the requested amount for the PAGA Penalty Fund, any difference in the requested and approved amount of the resulting LWDA Payment shall either be allocated to the Net Settlement Amount if the Court approves an amount less than the requested amount, or from the Gross Settlement Amount if the approved amount is more than the requested amount.

5.2. Net Settlement Amount. After deducting the approved Attorneys' Fees and Costs Award, Class Representative Award, Administration Costs, and PAGA Penalty Fund from the Gross

1 Settlement Amount, the Net Settlement Amount shall be allocated entirely to Settlement Class
2 Members.

3 **5.3. Individual Settlement Payments.** Individual Settlement Payments shall be distributed
4 to PAGA Employees and Settlement Class Members, without the need to submit a claim form. The
5 Administrator shall calculate the amounts of payments described below. If a Class Member disputes
6 any employee data, disputes will be resolved and decided by the Administrator, and the Administrator's
7 decision on all disputes will be final and non-appealable.

8 **5.3.1. Individual PAGA Payments.** The 25% portion of the PAGA Penalty Fund shall
9 be distributed to PAGA Employees as Individual PAGA Payments and proportionally allocated among
10 PAGA Employees based on the total number of workweeks for each PAGA Employee during the
11 PAGA Period. Individual PAGA Payments shall be subject to IRS Form 1099 reporting.

12 **5.3.2. Individual Class Payments.** The Net Settlement Amount shall be distributed to
13 Settlement Class Members as Individual Class Payments and proportionally allocated among
14 Settlement Class Members based on the total number of workweeks for each Settlement Class Member
15 during the Class Period. 20.0% of Individual Class Payments shall be allocated to wages and subject to
16 IRS Form W-2 reporting; the remainder of Individual Class Payments shall be allocated to interest and
17 penalties and subject to IRS Form 1099 reporting.

18 **5.4. No Tax Advice or Liability.** The Administrator shall issue an IRS Form 1099 to
19 Plaintiff for any Class Representative Award, to Class Counsel for any Attorneys' Fees and Costs
20 Award, to the LWDA for any LWDA Payment, and to the Administrator for any Administration Costs.
21 The Parties have had an opportunity to consult with independent tax counsel. The Parties are not giving
22 any tax advice in connection with the settlement or any payments to be made pursuant to the
23 Agreement. The Parties do not intend anything contained in this Agreement to constitute legal advice
24 regarding the taxability of any amount paid hereunder, nor shall anything in this Agreement be relied
25 upon as such. By participating in the settlement, each Class Member shall agree to be solely and legally
26 responsible for paying any applicable taxes on their respective Individual Settlement Payments and
27 shall indemnify and hold harmless the Parties from any claim or liability for taxes, penalties, or interest
28 arising as a result of the payments.

1 **5.5. Funding and Distribution.** Defendants agree to fund the Gross Settlement Amount
2 within 60 days of Final Approval by funding three equal payments: the first shall be due to the
3 Administrator within 30 days of the Preliminary Approval Order, the second shall be due within 30
4 days of the Final Approval Order, and the third payment shall be due within 30 days of the second
5 payment. Within 10 days after receiving the final payment, the Administrator shall distribute all
6 amounts to be paid pursuant to the Final Approval Order. Upon completion of administration of the
7 settlement, the Administrator shall provide written certification of such completion to Class Counsel
8 and Defendants' Counsel.

9 **5.6. Undeliverable or Uncashed Checks.** All uncashed or undeliverable settlement checks
10 will expire 180 days after the postmarked date of their initial mailing. After 180 days, the sum value of
11 all expired checks will be tallied by the Administrator. The Administrator shall direct the principal for
12 any expired checks in accordance with the Final Approval Order. The Parties shall request that the
13 Court order that the principal for any expired checks be distributed pursuant to Code of Civil Procedure
14 section 384 to Legal Aid at Work.

15 **6. RELEASES**

16 **6.1. Releases by Settlement Class Members.** By operation of the entry of the Final
17 Approval Order, and except as to such rights or claims as may be created by this Agreement, all
18 Settlement Class Members fully release Defendants and each Released Party from any claims arising
19 during the Class Period under Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 256, 510,
20 512, 1174, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2699 et seq. and the related
21 IWC Wage Orders (Cal. Code of Regs., tit. 8, §§ 11010, 11050, 11070, 11170) and derivative claims
22 under Business & Professions Code §§ 17200, et seq., and include claims based on alleged violations of
23 these Labor Code and Wage Order provisions and all other claims, such as those under the California
24 Labor Code, Wage Orders, regulations, and/or other provisions of law, that could have been pleaded
25 based on the facts asserted in the Action, including: 1) Failure to Provide Meal Periods pursuant to
26 Labor Code § 226.7 and 1198; 2) Failure to Provide Rest Breaks pursuant to Labor Code § 226.7 and
27 1198; 3) Failure to Pay Hourly and Overtime Wages pursuant to Labor Code § 1194 and 1198; 4)
28 Failure to Comply with Itemized Wage Statement Requirements pursuant to Labor Code §226, 1174,

1 and 1175; 5) Failure to Pay All Wages Upon Termination pursuant to Labor Code § 201, 202, and 203;
2 6) Failure to Reimburse Business Expenses pursuant to Labor Code §2802; 7) California Labor Code
3 Private Attorneys General Act pursuant to Labor Code § 2698; 8) Unfair Business Practices pursuant to
4 California Business and Professions Code § 17200, et seq. and interest, fees, and costs.

5 **6.2. Releases by LWDA.** By operation of the entry of the Final Approval Order, and except
6 as to such rights or claims as may be created by this Agreement, Plaintiff as a proxy for the State and
7 the LWDA fully releases Defendants and each Released Party from any and all PAGA claims for civil
8 penalties arising during the PAGA Period for Labor Code violations that were alleged in the Action.

9 **6.3. Additional Release by Plaintiff.** In addition to the above releases applicable to Plaintiff
10 as a Settlement Class Member and PAGA Employee, and except as to non-wage and hour claims
11 pending in the Action, Plaintiff also generally releases all other claims, known or unknown, in favor of
12 each Released Party, including a waiver of Civil Code section 1542. Plaintiff expressly waives all
13 rights provided by Civil Code section 1542 that Plaintiff may have against each Released Party. Civil
14 Code section 1542 states:

15 A general release does not extend to claims that the creditor or releasing party does not know or
16 suspect to exist in his or her favor at the time of executing the release and that, if known by him
or her, would have materially affected his or her settlement with the debtor or released party.

17 Plaintiff acknowledges that she has read the entirety of the Agreement, including the above language
18 from the Civil Code, and that she fully understands both the Agreement and Civil Code section 1542.
19 By executing this Agreement, Plaintiff expressly waives any benefits and rights granted pursuant to
20 Civil Code section 1542.

21 **7. COURT APPROVAL**

22 **7.1. Preliminary Approval.** Plaintiff shall submit a motion seeking a Preliminary Approval
23 Order, which would, among other things: (i) preliminarily approve the proposed settlement according
24 to the terms of this Agreement; (ii) set a date for a final approval hearing; and (iii) provide for Class
25 Notice to be sent to Class Members as specified herein. Plaintiff agrees to provide a draft of the motion
26 to counsel for Defendants three days prior to filing for review.

27 **7.2. Final Approval.** Not later than sixteen (16) court days before the date set by the Court
28 for a final approval hearing, or such other time as the Court requires, Plaintiff shall submit a motion

1 seeking a Final Approval Order, which would, among other things: (i) approve the settlement, (ii) deem
2 the terms to be fair, reasonable, and adequate, (iii) approve the releases, (iv) direct that the settlement's
3 terms and provisions be carried out; (v) enter final judgment; and (vi) retain jurisdiction to oversee
4 administration and enforcement of the terms of this Agreement and the Court's orders. Plaintiff agrees
5 to provide a draft of the motion to counsel for Defendants three days prior to filing for review.

6 **7.3. Effect of Failure to Obtain Final Approval.** In the event the Court effects a material
7 change or fails to enter a Final Approval Order in accordance with this Agreement, or such Final
8 Approval Order is vacated, then this entire Agreement shall be void and unenforceable, subject to the
9 Parties' agreement to the contrary, and the costs of administration shall be split equally between the
10 Parties. The Action shall proceed as if no settlement has been attempted, subject to the Parties'
11 agreement to the contrary, and this Agreement and any documents in furtherance of this Agreement
12 shall be inadmissible in any future proceedings in this Action or any other action.

13 **8. MISCELLANEOUS**

14 **8.1. Entire Agreement.** This Agreement constitutes the entire agreement between the
15 Parties with regard to the subject matter contained herein, and all prior and contemporaneous
16 negotiations and understandings between the Parties shall be deemed merged into this Agreement. The
17 signatories represent that they are fully authorized to enter into this Agreement and are fully authorized
18 to bind the Parties to all terms stated herein.

19 **8.1.1. Counterparts and Signatures.** This Agreement may be executed in
20 counterparts, and when all signatories have signed and delivered at least one such counterpart, each
21 counterpart shall be deemed an original, and when taken together with other signed counterparts, shall
22 constitute one signed Agreement, which shall be binding upon and effective as to all Parties. Any party
23 may sign and deliver this Agreement by signing on the designated signature block and transmitting that
24 signature page via e-mail to counsel for the other party. Any signature transmitted via e-mail shall be
25 deemed an original signature and shall be binding upon the party who transmits the signature page.

26 **8.1.2. Waivers, Modifications, Etc. to Be in Writing.** No waiver, modification, or
27 amendment of the terms of this Agreement, whether purportedly made before or after the Court's
28 approval of this Agreement, shall be valid or binding unless in writing, signed by or on behalf of all

Parties and then only to the extent set forth in such written waiver, modification, or amendment, subject to any required Court approval. Any failure by any Party to insist upon the strict performance by the other Party of any of the provisions of this Agreement shall not be deemed a waiver of future performance of the same provisions or of any of the other provisions of this Agreement, and such Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

8.1.3. Construction. The determination of the terms and conditions of this Agreement has been by mutual agreement of the Parties. Each party participated jointly in the drafting of this Agreement, and the terms and conditions of this Agreement are not intended to be, and shall not be, construed against any party by virtue of draftsmanship. The captions of paragraphs of this Agreement have been inserted for convenience of reference only and shall have no effect upon the construction or interpretation of any part of this Agreement.

8.1.4. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible so as to render all provisions of this Agreement valid and enforceable.

8.2. Further Acts and Cooperation Between the Parties. The Parties shall cooperate and use their best efforts to obtain the Court's approval of this Agreement and its terms. Each of the Parties, upon the request of another, agrees to perform such further acts and to execute and deliver such other documents as are reasonably necessary to carry out the provisions of this Agreement.

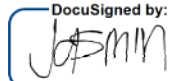
8.3. Continuing Jurisdiction. The Court shall retain jurisdiction over the implementation of this Agreement as well as any and all matters arising out of, or related to, the implementation of this Agreement and of the settlement contemplated thereby.

8.4. Disputes. If the Parties have a dispute with regard to the language of this Agreement, they agree to engage mediator Hon. Peter Kirwan (Ret.) to weigh in on any such dispute. The Parties will split the costs of the mediator, and the Parties will bear their own fees and costs.

8.5. Governing Law and Enforcement Actions. All terms of this Agreement shall be governed by and interpreted according to the laws of the State of California.

[SIGNATURES ON FOLLOWING PAGE]

PLAINTIFF

DocuSigned by:

82E40E7FFC9947A...

Jasmin Jimenez

01/08/2025

Dated: December __, 2024

DEFENDANTS

Dated: December __, 2024

Shan Bao Guo, on behalf of
Shan Bao Guo and Sea House Salinas, LLC

Dated: December __, 2024

Wenchang Lin, on behalf of
Sea House SL, LLC

Dated: December __, 2024

Si Heng Huang, on behalf of
Bag O'Crab, Inc. and Bag O Crab MC LLC

APPROVED AS TO FORM:

COUNSEL FOR PLAINTIFF AND CLASS

January 8, 2025
Dated: December __, 2024


B. James Fitzpatrick
Alison L. Baker
FITZPATRICK & SWANSTON

COUNSEL FOR DEFENDANTS

Dated: December __, 2024

Amber A. Eklof
GORDON REES SCULLY MANSUKHANI, LLP

EXHIBIT A

This notice is being sent pursuant to a court order. This is not a solicitation from a lawyer.

NOTICE OF CLASS ACTION SETTLEMENT

Jasmin Jimenez v. Sea House Salinas, LLC et al.,
Superior Court of the State of California for the County of Monterey Case No. 23CV000504

If you were a non-exempt employee of Sea House Salinas, LLC, Sea House SL LLC, or Bag O Crab MC LLC in the State of California at any time from February 16, 2019, through December 4, 2024, you could receive a payment from a class action settlement (hereinafter, “Settlement”).

Read this notice carefully, as your legal rights could be affected whether you act or not.

The Superior Court of the State of California for the County of Monterey (the “Court”) has preliminarily approved a Settlement that could affect your rights. The proposed Settlement resolves a class action and Labor Code Private Attorneys General Act of 2004 (“PAGA”) filed by Plaintiff, Jasmin Jimenez, against Defendants Sea House Salinas, LLC, Sea House SL LLC, Bag O Crab MC LLC, Bag O’Crab, Inc., and Shan Bao Guo, which has been designated Case No. 23CV000504 (the “Action”).

- The Action pursues claims against Defendants for (1) unpaid minimum wages and overtime; (2) failure to provide meal and rest periods; (3) failure to timely pay wages; (4) failure to provide accurate itemized wage statements; and (5) failure to reimburse business expenses. On these bases, the Action also pursues class action claims for unfair competition and non-class action PAGA claims.
- The Court has not decided that Defendants did anything wrong. Defendants deny Plaintiff’s allegations and maintain that they have fully complied with the law. By agreeing to the Settlement, Defendants in no way admit any violation of law or any liability whatsoever to Plaintiff or others and expressly deny all such liability. Both Plaintiff and Defendants have agreed to the Settlement in light of all known facts and circumstances—including the uncertainty associated with litigation.
- If the Court grants final approval of the settlement, it would provide a cash fund for members of the Class to split based on the number of relevant workweeks that they each worked during the relevant period.
- Based on Defendant’s records, you worked XXX relevant workweeks as a Class Member and XXX relevant workweeks as a PAGA Employee. An *estimate* of the amount that could be allocated to you is \$XXX as a Class Member and \$XXX as a PAGA Employee. Whether you receive a payment depends on whether the Court grants final approval of the class action settlement, and the amount you ultimately receive depends on the terms the Court finally approves and whether you opt out of the class action settlement.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS CLASS ACTION SETTLEMENT:	
DO NOTHING	You do not have to do anything in response to this notice. If you do nothing and the Court grants final approval of the Settlement, you will remain eligible to automatically receive an Individual Settlement Payment and will be bound by the release provisions of the Settlement.
OPT OUT	You may opt out of the Settlement by submitting a Request for Exclusion. If you opt out, you may not object to the Settlement, will not be eligible to receive an Individual Settlement Payment, and will not be bound by the release provisions of the Settlement.
OBJECT	You may object to the Settlement by submitting a written objection. If you object and the Court grants final approval of the Settlement despite your objection, you will remain eligible to automatically receive an Individual Settlement Payment and will be bound by the release provisions of the Settlement.

If the Court approves the PAGA settlement, you will receive an Individual PAGA Payment and will be bound by the PAGA release provisions of the Settlement, regardless of whether you opt out of the class action settlement.

**THIS NOTICE IS NOT AN EXPRESSION OF ANY OPINION FROM THE COURT
AS TO THE MERITS OF THE CLAIMS.**

NOTICE OF CLASS ACTION SETTLEMENT
Questions? Please contact the Administrator at (xxx) xxx-xxxx.

1. Why Did I Receive This Notice?

You are receiving this Notice of Class Action Settlement (the “Notice”) because Defendants’ records show that you are a “Class Member” because you worked as a non-exempt employee for Sea House Salinas, LLC, Sea House SL LLC, and Bag O Crab MC LLC in the State of California at some point from February 16, 2019, through December 4, 2024. You also may be a PAGA Employee if you are a Class Member who worked in the State of California at any time from January 10, 2022, through December 4, 2024. PAGA Employees may be entitled to share in the funds to be made available for the PAGA settlement.

Because the Settlement preliminarily approved by the Court would affect Settlement Class Members’ legal rights, the Court ordered that this Notice be sent to you. This Notice provides a brief description of the Action, informs you of the settlement terms preliminarily approved by the Court, and advises you of your legal rights with respect to the Settlement. If the Court finally approves the Settlement, the Settlement will fully resolve the Action, and your legal rights may be affected by the Settlement.

The Court has preliminarily approved (i) B. James Fitzpatrick and Alison L. Baker of Fitzpatrick & Swanston and (ii) Larry W. Lee and Simon L. Yang of Diversity Law Group, P.C. as Class Counsel.

The terms of the Settlement are set forth in detail in the Joint Stipulation of Class Action and PAGA Settlement (“Agreement”). You may obtain a copy of the Agreement from Phoenix Settlement Administrators, a neutral third-party appointed by the Court to administer the settlement (the “Administrator”).

The final approval hearing is currently scheduled for _____, 2025, at 8:30 a.m. in Department 15 of the Monterey Courthouse located at 1200 Aguajito Road, Monterey, California 93940.

2. What Is the Action About?

On February 16, 2023, Plaintiff filed the original complaint initiating the Action. In the operative Second Amended Complaint, Plaintiff alleges that Defendants violated the California Labor Code with respect to individuals employed by Sea House Salinas, LLC, Sea House SL LLC, and Bag O Crab MC as non-exempt employees. Specifically, the Action alleges Defendants violated the Labor Code by (1) failing to pay all minimum wages and overtime; (2) failing to provide meal and rest periods; (3) failing to timely pay wages; (4) failing to provide accurate itemized wage statements; and (5) failing to reimburse business expenses.

Defendants deny (i) all of the allegations made by Plaintiffs, (ii) that they violated any applicable laws, and (iii) that they are liable or owe damages, penalties, or other compensation or remedies to anyone with respect to the alleged facts or claims asserted in the Action. Nonetheless, without admitting or conceding any liability or wrongdoing whatsoever, Defendants have agreed to settle the Action, to avoid the burden, expense, and uncertainty of continuing the Action.

3. What Are the Payments Under the Settlement?

Defendants agree to pay a Gross Settlement Amount of \$350,000.00, which is inclusive of any Administration Costs, Attorneys’ Fees and Costs Award, Class Representative Awards, PAGA Penalty Fund, and Individual Class Payments awarded by the Court. The Court may approve payment of (i) Administration Costs to the Administrator for administering the settlement (printing, distributing, or tracking Notices, distributing payments, etc.); (ii) an Attorneys’ Fees and Costs Award to Class Counsel for litigation and resolution of the Action; (iii) a Class Representative Award to Plaintiff both for her effort in prosecuting the Action for Class Members and for Plaintiff’s additional general release of claims inapplicable to Class Members; and (iv) a PAGA Penalty Fund.

PAGA Penalty Fund: The Settlement requests that the Court approve a PAGA Penalty Fund of \$30,000.00. Pursuant to Labor Code requirements, 75% of the PAGA Penalty Fund, or \$22,500.00, will be allocated to the LWDA as an LWDA Payment. The remainder of the PAGA Penalty Fund, or \$7,500.00, will be allocated and entirely payable to PAGA Employees as described below.

Individual Class Payments and Individual PAGA Payments: Individual Class Payments shall be distributed to Settlement Class Members and Individual PAGA Payments shall be distributed to PAGA Employees,

respectively, without the need to submit a claim form. Allocations for amounts payable to Settlement Class Members will be based on the number of relevant workweeks they worked from February 16, 2019, through December 4, 2024. Allocations for amounts payable to PAGA Employees will be based on the number of relevant workweeks they worked from January 10, 2022, through December 4, 2024.

20% of Individual Class Payments shall be allocated to wages and subject to IRS Form W-2 reporting; the remainder of Individual Class Payments and all Individual PAGA Payments shall be allocated to interest and penalties and subject to IRS Form 1099 reporting. Through this settlement, each Settlement Class Member and PAGA Employee shall agree to be solely and legally responsible for paying all other applicable taxes on their respective Individual Class Payments and Individual PAGA Payments and shall indemnify and hold harmless the Parties from any claim or liability for taxes, penalties, or interest arising as a result of the payments.

All uncashed or undeliverable settlement checks will expire 180 days after the postmarked date of their initial mailing. After 180 days, the sum value of all expired checks will be tallied by the Administrator. The Administrator shall direct the principal for any expired checks in accordance with the Final Approval Order. The Parties shall request that the Court order that the principal for any expired checks be distributed pursuant to Code of Civil Procedure section 384 to Legal Aid at Work.

Attorneys' Fees and Costs Award: You do not need to individually pay any portion of Class Counsel's attorneys' fees and costs. Any payments for those attorneys' fees and costs will be determined by the Court. Class Counsel intends to request that the Court approve an Attorneys' Fees and Costs Award in the amount of (a) 33⅓% of the Gross Settlement Amount (or \$116,666.67) and (b) actual litigation costs incurred.

Class Representative Award: Any Class Representative Award is to be determined by the Court and would be supplemental to Plaintiff's Individual Settlement Payment. Class Counsel intends to request that the Court approve a Class Representative Award of \$10,000.00 for Plaintiff's efforts in prosecuting the Action for Class Members and for Plaintiff's additional general release of claims inapplicable to Class Members.

Administration Costs: Class Counsel intends to request that the Court approve Administration Costs of up to \$7,000.00, payable to the Administrator for administering the settlement, including, but not limited to, printing, distributing, or tracking Notices, providing any required tax forms, processing any required tax payments, or reporting, and calculating and distributing all payments under the Settlement.

All Payments Subject to Court Approval: The above payments will be made if and only if the Court concludes the settlement is reasonable, fair, and adequate for the Class. The Court may adjust the amounts of certain payments.

4. What Do I Release Under the Settlement?

If the Court grants final approval of the settlement and concludes it is reasonable, fair, and adequate for Class Members, Settlement Class Members would release Defendants and their present and former parent companies, subsidiaries, divisions, related entities, or affiliated companies, and their officers, directors, employees, agents, attorneys, insurers, re-insurers, successors and assigns (a "Released Party") from any claims arising from February 16, 2019, through December 4, 2024, under Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 256, 510, 512, 1174, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2699 et seq. and the related IWC Wage Orders (Cal. Code of Regs., tit. 8, §§ 11010, 11050, 11070, 11170) and derivative claims under Business & Professions Code §§ 17200, et seq., and include claims that could have been pleaded based on the facts asserted in the Action.

This means that, if you do not timely and formally exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants about the legal issues resolved by this Settlement. It also means that all of the Court's orders in this Action will apply to you and legally bind you.

5. How Do I Object to the Settlement?

If you want to participate in the Settlement, you do not have to do anything and do not have to appear at the final approval hearing before the Court. You will automatically receive your Individual Settlement Payment if the Court grants final approval of the settlement.

If you want to object to the settlement, you may appear at the final approval hearing to object to the settlement. Alternatively, you must take the steps below:

- (1) You must mail a written statement to the Administrator listed below.
- (2) The written statement must include: your name, address, last four digits of your Social Security number, and the basis for your objection.
- (3) If you object, you may but are not required to appear at the final approval hearing either in person or through counsel, paid for at your own expense.
- (4) The written statement must be postmarked by [45 calendar days after the initial mailing of Notice].

If you object, you will remain bound by the settlement if finally approved. If you do not want to be bound by the settlement if finally approved, you must opt out of the settlement.

6. How Do I Opt Out of the Settlement?

If you do not want to participate in the Settlement, you may opt out of the Settlement. If you opt out of the settlement, you may not object to the Settlement, will not receive any Individual Settlement Payment, and will not be bound by the release provisions of the Settlement.

In order to opt out, you MUST express your desire to be excluded from the Settlement by mailing to the Administrator a "Request for Exclusion," which must state "Request for Exclusion," include your name, current address, current telephone number, and last four digits of your social security number. Any such Request for Exclusion must be postmarked by [45 calendar days after the initial mailing of Notice].

Any Request for Exclusion that does not include all required information or that is not submitted on a timely basis will be deemed null, void, and ineffective. A Request for Exclusion shall be deemed to be submitted as of the postmarked date. If you submit both a Request for Exclusion and an objection, your Request for Exclusion will be valid and be deemed to invalidate the objection.

7. Where Can I Get Additional Information?

This Notice summarizes the Settlement. For more information, you may contact the Administrator. Contact information for the Administrator and Class Counsel are as follows:

Administrator: xxx xxx xxx, California xxx Telephone: (xxx) xxx-xxxx	Class Counsel: FITZPATRICK & SWANSTON B. James Fitzpatrick (bjfitzpatrick@fandslegal.com) Alison L. Baker (abaker@fandslegal.com) 555 S. Main Street Salinas, CA 93901 Telephone: (831) 755-1311	DIVERSITY LAW GROUP, P.C. Larry W. Lee (lwlee@diversitylaw.com) Simon L. Yang (sly@diversitylaw.com) 515 S. Figueroa St., Suite 1250 Los Angeles, California 90071 Telephone: (213) 488-6555
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PLEASE DO NOT CONTACT THE COURT FOR INFORMATION REGARDING THE SETTLEMENT