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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 FINAL APPROVAL OF
CLASS ACTION SETTLEMENT AND
FINAL JUDGMENT**

Date: June 27, 2025
Time: 8:30 a.m.
Department: 15

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

On or about June 4, 2025, Plaintiff, Jasmin Jimenez, filed a motion for an Order Granting Final Approval of Class Action Settlement, and on June 27, 2025, a hearing was held on this matter.

The Court has considered the papers and evidence, including the Joint Stipulation of Class Action and PAGA Settlement (the “Agreement”), the arguments of counsel, and all other matters presented to the Court regarding final approval of the settlement, approval of requested allocations from the settlement fund, and entry of final judgment.

I. Recital

On February 16, 2023, Plaintiff, Jasmin Jimenez, initiated this class action against Defendants Sea House Salinas, LLC, Sea House SL LLC, Bag O Crab MC LLC, Bag O’Crab, Inc., and Shan Bao Guo. On a classwide basis and as a proxy for the State of California pursuant to the Labor Code Private Attorneys General Act of 2004 (“PAGA”), Plaintiff sues Defendants for alleged (1) unpaid minimum wages and overtime wages; (2) failure to provide meal periods and rest periods; (3) failure to timely pay wages; (4) failure to provide accurate itemized wage statements; and (5) failure to reimburse business expenses. Defendants deny the allegations.

A. Class Members

The Class is defined to include 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. There are 214 individuals that comprise the Class.¹

B. Operation of the Settlement

Pursuant to the Court’s February 20, 2025 Preliminary Approval Order, the Court conditionally certified the Class and granted preliminary approval to the settlement. The Preliminary Approval Order also approved of the proposed forms of notice to the Class. The Court entered the Preliminary Approval Order after review and consideration of all of the pleadings filed in connection herewith, and the oral presentations made by counsel at the hearing. In compliance with the Preliminary Approval Order, the Notice of Class Action Settlement (“Class Notice”) was sent to all Class Members via first class mail. The notice process was timely completed.

¹ There also are 170 PAGA Employees.

1 **II. Finding**

2 This Court finds that the Agreement appears to be the product of serious, informed, non-
3 collusive negotiations, has no obvious deficiencies, and does not improperly grant preferential treatment
4 to any individuals. The Court further finds that the Agreement is fair, adequate, and reasonable and that
5 Plaintiff has satisfied the standards for final approval of a class action settlement under California law.
6 Under the provisions of California Code of Civil Procedure section 382 and Rule 23 of the Federal
7 Rules of Civil Procedure, as approved for use in *Vasquez v. Superior Court*, 4 Cal. 3d 800, 821 (1971),
8 the trial court has discretion to certify a class where:

9 [Q]uestions of law or fact common to the members of the class predominate over any questions
10 affecting only individual members, and that a class action is superior to the available methods for
the fair and efficient adjudication of the controversy

11 FED. R. CIV. PROC. 23.

12 Certification of a settlement class is the appropriate judicial device under these circumstances.

13 **III. Order**

14 Good cause appearing **IT IS HEREBY ORDERED AND ADJUDICATED** as follows:

15 1. For purposes of this Order, the Court adopts all defined terms as set forth in the
16 Agreement.

17 2. The Court has jurisdiction over the subject matter of the litigation, the Class
18 Representative, Settlement Class Members, and Defendants.

19 3. The Court finds that the dissemination of the Class Notice to the Class Members by the
20 appointed Settlement Administrator, Phoenix Settlement Administrators, constituted the best notice
21 practicable under the circumstances to all Class Members, and fully met the requirements of California
22 law and due process under the State and Federal Constitutions.

23 4. The Court approves the settlement of the above-captioned action, as set forth in the
24 Agreement, as fair, adequate, and reasonable to the Parties and Class Members. The Parties are directed
25 to perform in accordance with the terms set forth in the Agreement.

26 5. Except as otherwise provided in the Agreement, the Parties are to bear their own costs
27 and attorneys' fees.

1 6. The Court hereby certifies the following Class of all current and former non-exempt
2 employees of Sea House Salinas, LLC, Sea House SL LLC, and Bag O Crab MC LLC in the State of
3 California from February 16, 2019, through December 4, 2024. There are 214 individuals that comprise
4 the Class.

5 7. With respect to the Class and for purposes of approving the settlement only and for no
6 other purpose, this Court finds and concludes that: (a) the members of the Class are ascertainable and so
7 numerous that joinder of all members is impracticable; (b) there are questions of law or fact common to
8 the Class, and there is a well-defined community of interest among members of the Class with respect to
9 the subject matter of the non-exempt claims in the Action; (c) the claims of Class Representative are
10 typical of the claims of the members of the Class; (d) the Class Representative has fairly and adequately
11 protected the interests of the members of the Class; (e) a class action is superior to other available
12 methods for an efficient adjudication of this controversy; and (f) the counsel of record for the Class
13 Representative, i.e., Class Counsel, are qualified to serve as counsel for Plaintiff in her individual and
14 representative capacities and for the Class.

15 8. Defendants shall deposit the Gross Settlement Amount of \$353,123.13 with the
16 Administrator, pursuant to the terms of the Agreement.

17 9. From the Gross Settlement Amount, the Administrator shall pay:

- 18 • to Class Counsel attorneys' fees in the amount of \$117,707.71 and reimbursement of
19 costs in the amount of \$10,809.80;
- 20 • to Class Representative Jasmin Jimenez for her unique services to the Class, and as
21 consideration for the execution of a general release, the amount of \$10,000.00;
- 22 • to the California Labor and Workforce Development Agency the amount of
23 \$22,500.00 for its 75% share of PAGA Penalties;
- 24 • to PAGA Employees the amount of \$7,500.00 for their 25% share of PAGA
25 Penalties, which shall be distributed by the Administrator pro rata based on the
26 number of relevant pay periods worked by each PAGA Employee; and
27
28

- to Phoenix Settlement Administrators the amount of \$7,000.00 for its fees and costs in administering the settlement.

10. The Court finds that these amounts are fair and reasonable. The Administrator is directed to make such payments in accordance with the terms of the Agreement.

11. The Court approves the Individual Settlement Payments, which shall be distributed by the Administrator pursuant to the terms of the Agreement, after allocation of the amounts set forth in Paragraph 9.

12. The Court hereby orders the parties to implement the terms of the Agreement, including distributing the funds from any uncashed settlement checks to the cy pres recipient, FamilyPromise.org.

13. All Class Members, the LWDA, and Plaintiff shall be bound by the applicable releases provided in the Agreement.

14. A final accounting hearing is set for [April 17, 2026], at 8:30 a.m. in Department 15 of this Court. At least one week prior to the final accounting hearing, Plaintiff shall file a declaration from the Administrator establishing the status of distribution of settlement funds.

IV. Judgment

The Court hereby enters final judgment in this case in accordance with the terms of the Settlement, Preliminary Approval Order, and this Order. Pursuant to Rule 3.769(h) of the California Rules of Court, and without affecting the finality of the Settlement or Judgment entered, this Court shall retain exclusive and continuing jurisdiction over the action and the Parties, including all Settlement Class Members, for purposes of enforcing this Judgment.

Pursuant to Code of Civil Procedure section 668.5, judgment shall be entered as of the filing of this judgment. This judgment makes no finding of any violation of the Labor Code, liability, or other wrongdoing. None of the settlement or any of its terms, the order approving the settlement, or this judgment are an admission of any liability or finding of any violation of the Labor Code.

IT IS SO ORDERED AND ADJUDGED.

DATED: _____, 2025

THE HONORABLE THOMAS W. WILLS