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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF MONTEREY**

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

13 Plaintiff,

14 vs.

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

18 Defendants.
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ELECTRONICALLY FILED BY
Superior Court of California,
County of Monterey
On 6/4/2025 5:25 PM
By: Thuy Burshtein, Deputy

Case No. 23CV000504

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

**DECLARATION OF KEVIN LEE
REGARDING NOTICE AND
SETTLEMENT ADMINISTRATION**

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

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1. I am a Case Manager at Phoenix Settlement Administrators (“Phoenix”), the Court-appointed Class Action Settlement Administrator for *Jasmin Jimenez v. Sea House Salinas, LLC, et al* (the “Action”). I have personal knowledge of the facts stated herein and, if called upon to testify, I could and would testify competently to such facts.

3. On March 24, 2025, Phoenix received a data file from Defense Counsel that contained names, last known mailing addresses, Social Security numbers, dates of employment, and Workweeks for each Class Member (“Class Data”) during the Class Period. The final mailing list contained two hundred fourteen (214) individuals identified as Settlement Class Members.

1 4. On April 18, 2025, Phoenix conducted a National Change of Address (“NCOA”)
2 search in an attempt to update the class data of addresses as accurately as possible. A search of this
3 database provides updated addresses for any individual who has moved in the previous four (4)
4 years and notified the U.S. Postal Service of their change of address.

5 5. On April 18, 2025, Phoenix mailed the Notice via U.S. first class mail, in English
6 and Spanish, to all two hundred fourteen (214) Class Members. True and correct copies of the
7 mailed Class Notice (in English and Spanish) are attached hereto as **Exhibit A**.

8 6. As of the date of this declaration, ten (10) Class Notices have been returned to
9 Phoenix. None were returned with a forwarding address. For the ten (10) Class Notices returned
10 from the Post Office without a forwarding address, Phoenix attempted to locate a current mailing
11 address using TransUnion TLOxp, one of the most comprehensive address databases available for
12 skip tracing. Of the ten (10) Class Notices that were skip traced, ten (10) updated addresses were
13 obtained and the Class Notice was promptly re-mailed to those Settlement Class Members via first
14 class mail.

15 7. As of the date of this declaration, zero (0) Class Notices are considered
16 undeliverable.

17 8. As of the date of this declaration, Phoenix has received zero (0) Requests for
18 Exclusion from Settlement Class Members. The deadline to request exclusion from the Class Notice
19 was June 2, 2025.

20 9. As of the date of this declaration, Phoenix has received zero (0) Notice of Objection
21 from Settlement Class Members. The deadline for objecting to the Class Notice was June 2, 2025.

22 10. As of the date of this declaration, Phoenix has received zero (0) Workweek disputes
23 from Settlement Class Members. The deadline for submitting a dispute was June 2, 2025.

24 11. There are two hundred fourteen (214) Class Members who did not submit timely and
25 valid Requests for Exclusion and are therefore deemed Settlement Class Members, representing
26 100% of the Class. Settlement Class Members have worked a collective total of eight thousand five
27 hundred seventy-nine (8,579) Workweeks during the Class Period. Each full Workweek is valued
28 at approximately \$20.70.

1 12. The Escalator Clause of the Settlement Agreement indicates if the number of
2 workweeks worked during the Class Period exceeds 7,736 by more than 10% (*i.e.* if there are more
3 than 8,510 workweeks), then the Gross Settlement Amount shall increase on a pro rata basis equal
4 to the percentage increase exceeding 10%. Because the total number of workweeks was 8,579,
5 representing a 10.89% increase over 7,736, the Gross Settlement Amount was increased by 0.89%
6 (10.89% *less* 10% allowance), or \$3,123.13. Accounting for these additional funds, the Gross
7 Settlement Amount is \$353,123.13.

8 13. The Net Settlement Amount of \$177,605.62 available to pay Settlement Class
9 Members was determined by subtracting the requested Attorneys' Fees Award (\$117,707.71) and
10 Costs Award (\$10,809.80), requested Class Representative Award to Plaintiff (\$10,000.00), PAGA
11 Penalty Fund and LWDA Payment (\$30,000.00), and the requested Administration Costs
12 (\$7,000.00) from the Gross Settlement Amount (\$353,123.13).

13 14. Based upon the calculations stipulated in the Class Notice, the highest Individual
14 Class Payment to be paid is approximately \$4,040.03, the lowest Individual Class Payment to be
15 paid is approximately \$2.90, while the average Individual Class Payment to be paid is
16 approximately \$829.93. Settlement Class Members will be issued payment of their Individual Class
17 Payment subject to reduction for the employee's share of taxes and withholdings with respect to the
18 wages portion of the Settlement Amount.

19 15. Additionally, \$30,000.00 of the Gross Settlement Amount has been allocated toward
20 penalties under the Private Attorneys General Act ("PAGA Penalties"), of which 75%, or
21 \$22,500.00 shall be paid to the Labor and Workforce Development Agency ("LWDA"), and 25%,
22 or \$7,500.00, of which shall be paid to all current and former hourly non-exempt individuals who
23 are or were employed by Defendant during the PAGA Period. The PAGA Employees consists of
24 one hundred seventy (170) employees who worked a total of three thousand seven hundred sixty-
25 seven (3,767) Pay Periods during the PAGA Period. The highest Individual PAGA Payment to be
26 paid is approximately \$151.31, and the average Individual PAGA Payment to be paid is
27 approximately \$44.12.

16. Pursuant to the Settlement, Defendant has agreed to fund the employer-side taxes due separately and apart from the Settlement Amount.

17. Phoenix's costs associated with the administration of this matter are \$7,000.00. The actual costs incurred by Phoenix exceed the \$7,000.00 quote obtained by the Parties before the administration process. At the time the quote was provided, Phoenix had not been informed that the settlement would involve three (3) separate entities that would require three (3) separate tax filings. Nonetheless, Phoenix has agreed to honor the \$7,000.00 quote for the administration of this settlement. A true and correct copy of the invoice from Phoenix is attached hereto as **Exhibit B**.

I declare under penalty of perjury of the laws of the State of California that the foregoing is true and correct.

Executed on June 4, 2025, at Orange, California.


KEVIN LEE

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 «Total_Weeks» relevant workweeks as a Class Member and «PAGA_Pay_Periods» relevant workweeks as a PAGA Employee. An *estimate* of the amount that could be allocated to you is «ESA_Before_Paga» as a Class Member and «PAGA_Amount» 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, RECEIVE PAYMENT	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.

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, or 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.

Questions? Please contact the Administrator at (800) 523-5773.

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 June 27, 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, or 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 \$353,123.13, 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 \$117,707.71) 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 do not opt out 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 **June 2, 2025**.

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 **June 2, 2025**.

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: Phoenix Settlement Administrators P.O. Box 7208 Orange, CA 92863 Telephone: (800) 523-5773 Facsimile: (949) 209-2503 Email: info@phoenixclassaction.com	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

Este aviso se envía en cumplimiento de una orden judicial. No se trata de una solicitud de un abogado.

NOTIFICACIÓN DEL ACUERDO COLECTIVO

Jasmin Jimenez contra Sea House Salinas, LLC et al.,
Tribunal Superior del Estado de California para el Condado de Monterey Caso No. 23CV000504

Si usted fue un empleado no exento de Sea House Salinas, LLC, Sea House SL LLC, o Bag O Crab MC LLC en el Estado de California en cualquier momento desde el 16 de febrero de 2019 hasta el 4 de diciembre de 2024, podría recibir un pago de un Acuerdo de Demanda colectiva (en adelante, “Acuerdo”).

Lea atentamente este aviso, ya que sus derechos legales podrían verse afectados tanto si actúa como si no.

El Tribunal Superior del Estado de California para el Condado de Monterey (el “Tribunal”) ha aprobado de forma preliminar un Acuerdo que podría afectar a sus derechos. El Acuerdo propuesto resuelve una Demanda colectiva y la Ley General de Abogados Privados del Código Laboral de 2004 (“PAGA”, por sus siglas en inglés) presentada por la Demandante, Jasmin Jimenez, contra los Demandados Sea House Salinas, LLC, Sea House SL LLC, Bag O Crab MC LLC, Bag O'Crab, Inc. y Shan Bao Guo, que ha sido designada como Caso No. 23CV000504 (la “Demanda”).

- La Demanda persigue reclamaciones contra los Demandados por (1) salarios mínimos y horas extraordinarias no pagadas; (2) no proporcionar periodos de comida y descanso; (3) no pagar puntualmente los salarios; (4) no proporcionar extractos salariales detallados exactos; y (5) no reembolsar los gastos empresariales. Sobre estas bases, la Demanda también persigue Demandas colectivas por competencia desleal y Demandas PAGA no colectivas.
- El Tribunal no ha decidido que los Demandados hayan hecho nada malo. Los Demandados niegan las alegaciones de la Demandante y mantienen que han cumplido plenamente con la ley. Al aceptar el Acuerdo, los Demandados no admiten en modo alguno ninguna violación de la ley ni responsabilidad alguna ante la Demandante u otros, y niegan expresamente toda responsabilidad de este tipo. Tanto la Demandante como los Demandados han aceptado el Acuerdo a la luz de todos los hechos y circunstancias conocidos, incluida la incertidumbre asociada al litigio.
- Si el Tribunal concede la aprobación final del Acuerdo, éste proporcionaría un fondo en efectivo para que los miembros de la Clase se lo repartan en función del número de Semanas Laborales relevantes que cada uno de ellos trabajó durante el periodo pertinente.
- En base a los registros del Demandado, usted trabajó «Total_Weeks» Semanas Laborales relevantes como Miembro de la Clase y «PAGA_Pay_Periods» Semanas Laborales relevantes como Empleado PAGA. Una *estimación* de la cantidad que podría asignársele es de «ESA_Before_Paga» como Miembro de la Clase y «PAGA_Amount» como Empleado PAGA. El que usted reciba un pago depende de si el Tribunal concede la aprobación final del Acuerdo de Demanda colectiva, y la cantidad que usted reciba finalmente depende de los términos que el Tribunal apruebe finalmente y de si usted opta por no participar en el Acuerdo de Demanda colectiva.

SUS DERECHOS Y OPCIONES LEGALES EN ESTE ACUERDO DE DEMANDA COLECTIVA:	
NO HACER NADA, RECIBIR EL PAGO	No tiene que hacer nada en respuesta a esta notificación. Si no hace nada y el Tribunal concede la aprobación definitiva del Acuerdo, seguirá siendo elegible para recibir automáticamente un pago individual del Acuerdo y quedará vinculado por las disposiciones de exoneración del Acuerdo.
EXCLUIRSE DE FORMA VOLUNTARIA	Puede optar por no participar en el Acuerdo presentando una solicitud de exclusión. Si opta por excluirse, no podrá objetar al Acuerdo, no tendrá derecho a recibir un Pago Individual del Acuerdo y no estará obligado por las disposiciones de exoneración del Acuerdo.
OBJETAR	Puede objetar al Acuerdo presentando una objeción por escrito. Si se opone y el Tribunal concede la aprobación definitiva del Acuerdo a pesar de su objeción, seguirá siendo elegible para recibir automáticamente un pago individual del Acuerdo y quedará vinculado por las disposiciones de exoneración del Acuerdo.

Si el Tribunal aprueba el Acuerdo PAGA, usted recibirá un Pago PAGA Individual y estará obligado por las disposiciones de exención PAGA del Acuerdo, independientemente de si opta por no participar en el Acuerdo de la Demanda colectiva.

ESTE AVISO NO ES UNA EXPRESIÓN DE NINGUNA OPINIÓN DEL TRIBUNAL EN CUANTO AL FONDO DE LAS RECLAMACIONES.

1. ¿Por qué he recibido este aviso?

Usted está recibiendo este Aviso de Acuerdo de Demanda colectiva (el “Aviso”) porque los registros de los Demandados muestran que usted es un “Miembro de la Demanda colectiva” porque trabajó como empleado no exento para Sea House Salinas, LLC, Sea House SL LLC o Bag O Crab MC LLC en el Estado de California en algún momento desde el 16 de febrero

¿Tiene preguntas? Póngase en contacto con el administrador en (800) 523-5773.

de 2019 hasta el 4 de diciembre de 2024. Usted también puede ser un Empleado PAGA si es un Miembro de la Clase que trabajó en el Estado de California en algún momento desde el 10 de enero de 2022, hasta el 4 de diciembre de 2024. Los Empleados PAGA pueden tener derecho a participar en los fondos que se pondrán a disposición para el Acuerdo PAGA.

Debido a que el Acuerdo preliminarmente aprobado por el Tribunal afectaría a los derechos legales de los Miembros de la Clase del Acuerdo, el Tribunal ordenó que se le enviara este Aviso. Este Aviso proporciona una breve descripción de la Demanda, le informa de los términos del Acuerdo aprobados preliminarmente por el Tribunal y le informa de sus derechos legales con respecto al Acuerdo. Si el Tribunal aprueba finalmente el Acuerdo, éste resolverá completamente la Demanda, y sus derechos legales pueden verse afectados por el Acuerdo.

El Tribunal ha aprobado de forma preliminar a (i) B. James Fitzpatrick y Alison L. Baker de Fitzpatrick & Swanston y (ii) Larry W. Lee y Simon L. Yang de Diversity Law Group, P.C. como Abogados de la Clase.

Los términos del Acuerdo se exponen detalladamente en la Estipulación Conjunta de Demanda Colectiva y Acuerdo PAGA (“Acuerdo”). Puede obtener una copia del Acuerdo a través de Phoenix Settlement Administrators, un tercero neutral designado por el Tribunal para administrar el Acuerdo (el “Administrador”).

La Audiencia de Aprobación Definitiva está actualmente programada para el 27 de junio de 2025, a las 8:30 a.m., en el Departamento 15 del Palacio de Justicia de Monterey, ubicado en 1200 Aguajito Road, Monterey, California 93940.

2. ¿De qué trata la Demanda?

El 16 de febrero de 2023, la Demandante presentó la Demanda original iniciando la Demanda. En la Segunda Demanda Enmendada operativa, la Demandante alega que los Demandados violaron el Código Laboral de California con respecto a los individuos empleados por Sea House Salinas, LLC, Sea House SL LLC, o Bag O Crab MC como empleados no exentos. Específicamente, la Demanda alega que los Demandados violaron el Código Laboral al (1) no pagar todos los salarios mínimos y las horas extras; (2) no proporcionar períodos de comida y descanso; (3) no pagar puntualmente los salarios; (4) no proporcionar declaraciones salariales detalladas precisas; y (5) no reembolsar los gastos empresariales.

Los Demandados niegan (i) todas las alegaciones hechas por los Demandantes, (ii) que hayan violado cualquier ley aplicable, y (iii) que sean responsables o deban daños y perjuicios, sanciones u otras compensaciones o remedios a nadie con respecto a los supuestos hechos o reclamaciones afirmados en la Demanda. No obstante, sin admitir ni conceder responsabilidad o delito alguno, los Demandados han acordado llegar a un Acuerdo en la Demanda, para evitar la carga, el gasto y la incertidumbre de continuar con la Demanda.

3. ¿Cuáles son los pagos en virtud del Acuerdo?

Los Demandados acuerdan pagar un Monto Bruto del Acuerdo de \$353,123.13, que incluye cualquier Costo de Administración, Adjudicación de Honorarios y Costos de Abogados, Adjudicaciones de Representantes de la Clase, Fondo de Sanciones PAGA y Pagos Individuales de la Clase otorgados por el Tribunal. El Tribunal puede aprobar el pago de (i) Costes de Administración al Administrador por administrar el Acuerdo (impresión, distribución o seguimiento de Notificaciones, distribución de pagos, etc.); (ii) una Compensación por Honorarios y Costes de Abogados a los Abogados de la Clase por el litigio y la resolución de la Demanda; (iii) una Compensación al Representante de la Clase a la Demandante tanto por su esfuerzo en la tramitación de la Demanda para los Miembros de la Clase como por la exoneración general adicional de la Demandante de reclamaciones inaplicables a los Miembros de la Clase; y (iv) un Fondo de Penalizaciones PAGA.

Fondo de Penalización PAGA: El Acuerdo solicita que el Tribunal apruebe un Fondo de Penalización PAGA de \$30,000.00. Conforme a los requisitos del Código Laboral, el 75% del Fondo de Sanciones PAGA, o \$22,500.00, se asignará a la LWDA como un Pago de la LWDA. El resto del Fondo de Penalización PAGA, o \$7,500.00, será asignado y enteramente pagadero a los Empleados PAGA como se describe a continuación.

Pagos Individuales de la Clase y Pagos PAGA Individuales: Los Pagos Individuales de la Clase se distribuirán a los Miembros de la Clase del Acuerdo y los Pagos PAGA Individuales se distribuirán a los Empleados PAGA, respectivamente, sin necesidad de presentar un formulario de reclamación. Las asignaciones para las cantidades pagaderas a los Miembros de la Clase del Acuerdo se basarán en el número de Semanas Laborales relevantes que trabajaron desde el 16 de febrero de 2019 hasta el 4 de diciembre de 2024. Las asignaciones para las cantidades pagaderas a los Empleados PAGA se basarán en el número de Semanas Laborales relevantes que trabajaron desde el 10 de enero de 2022 hasta el 4 de diciembre de 2024.

El 20% de los Pagos Individuales de la Clase se asignará a salarios y estará sujeto a la declaración del Formulario W-2 del IRS; el resto de los Pagos Individuales de la Clase y todos los Pagos PAGA Individuales se asignará a intereses y multas y estará sujeto a la declaración del Formulario 1099 del IRS. A través de este Acuerdo, cada Miembro de la Clase del Acuerdo y Empleado PAGA aceptará ser el único y legalmente responsable de pagar todos los demás impuestos aplicables sobre sus

respectivos Pagos Individuales de la Clase y Pagos PAGA Individuales e indemnizará y eximirá a las Partes de cualquier reclamación o responsabilidad por impuestos, sanciones o intereses que surjan como resultado de los pagos.

Todos los cheques de Acuerdo no cobrados o no entregables caducarán 180 días después de la fecha del matasellos de su envío inicial. Transcurridos 180 días, el Administrador contabilizará el valor de la suma de todos los cheques caducados. El Administrador dirigirá el principal de los cheques caducados de conformidad con la Orden de Aprobación Definitiva. Las Partes solicitarán que el Tribunal ordene que el principal por cualquier cheque vencido sea distribuido de conformidad con la sección 384 del Código de Procedimiento Civil a Legal Aid at Work.

Adjudicación de honorarios de abogados y costas: Usted no necesita pagar individualmente ninguna porción de los honorarios y costos de los abogados del Abogado de la Clase. Cualquier pago por dichos honorarios y costos de abogados será determinado por el Tribunal. Los Abogados de la Clase tienen la intención de solicitar que el Tribunal apruebe una Adjudicación de honorarios y costas de abogados por un importe de (a) el 33.33% del Importe bruto del Acuerdo (o \$117,707.71) y (b) los costes reales del litigio en los que se haya incurrido.

Adjudicación del Representante de la Clase: Cualquier Adjudicación del Representante de la Clase será determinada por el Tribunal y sería suplementaria al Pago Individual del Acuerdo de la Demandante. El Abogado de la Clase tiene la intención de solicitar que el Tribunal apruebe una Adjudicación del Representante de la Clase de \$10,000.00 por los esfuerzos de la Demandante en procesar la Demanda para los Miembros de la Clase y por la liberación general adicional de la Demandante de reclamos inaplicables a los Miembros de la Clase.

Costes de Administración: Los Abogados de la Clase tienen la intención de solicitar que el Tribunal apruebe unos Costes de Administración de hasta \$7,000.00, pagaderos al Administrador por administrar el Acuerdo, incluyendo, pero sin limitarse a, la impresión, distribución o seguimiento de las Notificaciones, el suministro de cualquier formulario fiscal requerido, la tramitación de cualquier pago de impuestos requerido, o la presentación de informes, y el cálculo y distribución de todos los pagos en virtud del Acuerdo.

Todos los pagos están sujetos a la aprobación del Tribunal: Los pagos anteriores se efectuarán si y sólo si el Tribunal concluye que el Acuerdo es razonable, justo y adecuado para la Clase. El Tribunal podrá ajustar los importes de determinados pagos.

4. ¿Qué libero en virtud del Acuerdo?

Si el Tribunal otorga la aprobación final del Acuerdo y concluye que es razonable, justo y adecuado para los Miembros de la Clase, los Miembros de la Clase del Acuerdo liberarían a los Demandados y a sus compañías matrices actuales y anteriores, subsidiarias, divisiones, entidades relacionadas o compañías afiliadas, y a sus funcionarios, directores, empleados, agentes, abogados, aseguradores, reaseguradores, sucesores y cesionarios (una “Parte Liberada”) de cualquier reclamación que surja desde el 16 de febrero de 2019 hasta el 4 de diciembre de 2024, en virtud de los §§ 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 y siguientes del Código Laboral y las Órdenes salariales de la IWC relacionadas (Código de Registros de California, Título. 8, §§ 11010, 11050, 11070, 11170) y reclamaciones derivadas en virtud del Código de Negocios y Profesiones §§ 17200, y siguientes, e incluyen reclamaciones que podrían haberse alegado basándose en los hechos afirmados en la Demanda.

Esto significa que, si no se excluye oportuna y formalmente del Acuerdo, no podrá Demandar, continuar Demandando ni ser parte de ninguna otra Demanda contra los Demandados sobre las cuestiones legales resueltas por este Acuerdo. También significa que todas las órdenes del Tribunal en esta Demanda se aplicarán a usted y le vincularán legalmente.

5. ¿Cómo me opongo al Acuerdo?

Si desea participar en el Acuerdo, no tiene que hacer nada y no tiene que comparecer en la audiencia de aprobación definitiva ante el Tribunal. **Recibirá automáticamente su Pago Individual del Acuerdo si el Tribunal concede la aprobación definitiva del Acuerdo si no opta por no participar en el mismo.**

Si desea oponerse al Acuerdo, puede comparecer en la Audiencia de Aprobación Definitiva para oponerse al Acuerdo. Alternativamente, deberá seguir los pasos que se indican a continuación:

- (1) Debe enviar por correo una declaración escrita al administrador indicado a continuación.
- (2) La declaración escrita debe incluir: su nombre, dirección, los cuatro últimos dígitos de su número de la Seguridad Social y el fundamento de su objeción.
- (3) Si se opone, puede pero no está obligado a comparecer en la Audiencia de Aprobación Definitiva en persona o a través de un abogado, pagado a su costa.

(4) La declaración escrita deberá llevar matasellos del **2 de junio de 2025**.

Si se opone, quedará vinculado por el Acuerdo si finalmente se aprueba. Si no desea quedar vinculado por el Acuerdo si finalmente se aprueba, debe optar por no participar en el Acuerdo.

6. ¿Cómo puedo optar por no participar en el Acuerdo?

Si no desea participar en el Acuerdo, puede optar por no hacerlo. Si opta por no participar en el Acuerdo, no podrá oponerse al mismo, no recibirá ningún Pago Individual del Acuerdo y no estará obligado por las disposiciones de exoneración del Acuerdo.

Para excluirse, DEBE expresar su deseo de ser excluido del Acuerdo enviando por correo al Administrador una “Solicitud de exclusión”, que debe indicar “Solicitud de exclusión”, incluir su nombre, dirección actual, número de teléfono actual y los cuatro últimos dígitos de su número de la seguridad social. Dicha Solicitud de Exclusión deberá estar matasellada antes del **2 de junio de 2025**.

Cualquier Solicitud de Exclusión que no incluya toda la información requerida o que no se presente a tiempo se considerará nula, inválida e ineficaz. Una Solicitud de Exclusión se considerará presentada a partir de la fecha del matasellos. Si presenta tanto una Solicitud de Exclusión como una objeción, su Solicitud de Exclusión será válida y se considerará que invalida la objeción

7. ¿Dónde puedo obtener información adicional?

Este aviso resume el Acuerdo. Para más información, puede ponerse en contacto con el Administrador. Los datos de contacto del Administrador y de los Abogados de la Clase son los siguientes:

Administrador: Phoenix Settlement Administrators P.O. Box 7208 Orange, CA 92863 Teléfono: (800) 523-5773 Fax: (949) 209-2503 Correo electrónico: info@phoenixclassaction.com	Abogados de la Clase: FITZPATRICK & SWANSTON B. James Fitzpatrick (bjfitzpatrick@fandslegal.com) Alison L. Baker (abaker@fandslegal.com) 555 S. Main Street Salinas, CA 93901 Teléfono: (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 Teléfono: (213) 488-6555
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NO SE PONGA EN CONTACTO CON EL TRIBUNAL PARA OBTENER INFORMACIÓN SOBRE EL ACUERDO

Exhibit B



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Class Members	214
Opt Out Rate	0%
Opt Outs Received	0
Total Class Claimants	214
Subtotal Admin Only	\$8,745.68
TOTAL COSTS	\$7,000.00

June 3, 2025

Case: Jimenez v. Sea House Salinas, et al.

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$100.00	3	\$300.00
Programming Database & Setup	\$100.00	3	\$300.00
Toll Free Setup*	\$140.00	1	\$140.00
Call Center & Long Distance	\$2.00	21	\$42.80
NCOA (USPS)	\$0.15	214	\$32.10
		Total	\$814.90

Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage /Translation

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$105.00	3	\$315.00
Data Merge & Duplication Scrub	\$0.15	214	\$32.10
Notice Packet & Opt-Out Form	\$0.95	214	\$203.30
Estimated Postage (up to 1 oz.)	\$0.87	214	\$186.18
Language Translation	\$1,000.00	1	\$1,000.00
		Total	\$1,736.58

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$55.00	2	\$110.00
Skip Tracing Undeliverables	\$1.00	10	\$10.00
Remail Notice Packets	\$0.95	10	\$9.50
Estimated Postage	\$0.87	10	\$8.70
Programing Undeliverables	\$50.00	1	\$50.00
		Total	\$188.20

Database Programming / Processing Opt-Outs, Deficiencies or Disputes

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$100.00	3	\$300.00
Non Opt-Out Processing	\$200.00	1	\$200.00
Case Associate	\$55.00	3	\$165.00
Opt-Outs/Deficiency/Dispute Letters	\$5.00	0	\$0.00
Case Manager	\$85.00	3	\$255.00
		Total	\$920.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks			
Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$100.00	3	\$300.00
Disbursement Review	\$100.00	3	\$300.00
Programming Manager	\$95.00	2	\$190.00
QSF Fees, Bank Account & EIN	\$75.00	3	\$225.00
Check Run Setup & Printing	\$100.00	3	\$300.00
Mail Class Checks, W2 and 1099 *	\$1.00	214	\$214.00
Estimated Postage Checks, W2 and 1099	\$0.50	214	\$107.00
Total			\$1,636.00

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$100.00	3	\$300.00
Remail Undeliverable Checks (Postage Included)	\$1.50	40	\$60.00
Case Associate	\$55.00	2	\$110.00
Reconcile Uncashed Checks	\$85.00	3	\$255.00
Conclusion Reports	\$115.00	2	\$230.00
Case Manager Conclusion	\$85.00	2	\$170.00
Final Reporting & Declarations	\$115.00	1	\$115.00
Unchashed Check Notice Postcard (Postage Included)	\$1.50	40	\$60.00
IRS & QSF Annual Tax Reporting *	\$1,150.00	1	\$1,150.00
Additional Tax Entity Reportings	\$500.00	2	\$1,000.00
Total			\$3,450.00

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility.

Total: \$8,745.68