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Attorneys for PLAINTIFF

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

ALEXA LOWE, an individual, on behalf of
herself and on behalf of all persons similarly
situated,

Plaintiff,

v.

ASH'S FIRST LLC, a California Limited
Liability Company; NYRN MANAGEMENT
LLC, a California Limited Liability Company;
SCZZ COLLECTIVE, INC. dba UPNORTH,
a California Corporation; AREA 29 LLC dba
Off The Charts, a California Limited Liability
Company; NORMAN YOUSIF, an
individual; and DOES 1 through 50, inclusive,

Defendants.

Case No.: 37-2022-00010114-CU-OE-CTL

[PROPOSED] JUDGMENT

Date: August 8, 2025

Time: 10:30 a.m.

Judge: Hon. Carolyn M. Caietti

Dept.: 70

1 Plaintiff's motion for an order finally approving the Stipulation of Settlement of Class and
2 PAGA Action Claims and Release of Claims ("Agreement") and Motion for Class Counsel Award
3 and Service Award duly came on for hearing on August 8, 2025, before the above-entitled Court.
4 The parties having settled this action and the Court having entered an Order Granting Motion for
5 Final Approval of Class Action and PAGA Settlement and good cause appearing therefor,

6 **IT IS HEREBY ORDERED, ADJUDICATED and DECREED THAT:**

7 1. The certification of the Class is confirmed for the purposes of settlement. The Class
8 is defined as "all individuals who are or previously were employed by Defendant Ash's First
9 and/or Defendant NYRN and/or Defendant SCZZ and/or Defendant Area 29 in California and
10 classified as non-exempt employees at any time during the period of March 16, 2018, through
11 January 1, 2025 (the "Class Period")."

12 2. All persons who meet the foregoing definition are Settlement Class Members,
13 except for those individuals who filed a valid request for exclusion ("opt out") from the Class.

14 3. Except as set forth in the Agreement, the Order Granting Motion for Final
15 Approval of Class Action and PAGA Settlement and this Final Judgment, Plaintiff, and all
16 members of the Class, shall take nothing in the Action. Each party shall bear its own attorneys'
17 fees and costs, except as otherwise provided in the Agreement, the Order Granting Motion for
18 Final Approval of Class Action and PAGA Settlement and in this Final Judgment.

19 4. The Court shall retain jurisdiction to construe, interpret, implement, and enforce the
20 Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to
21 supervise and adjudicate any dispute arising from or in connection with the distribution of
22 settlement benefits.

23 5. As of the date the Defendants fund the Gross Settlement Amount, Plaintiff and
24 each Class Member who has not validly opted out has released the "Released Parties" from the
25 "Released Class Claims" as set forth in the Agreement.

26 6. As used in paragraph 5 above, the quoted terms have the meanings set forth below:

27 a. The "Released Class Claims" are defined as all class claims alleged,
28 or reasonably could have been alleged based on the facts alleged, in the Operative Complaint in

1 the Action which occurred during the Class Period, and expressly excluding all other claims,
2 including statutory, contractual, or common law claims for wages, damages, penalties, liquidated
3 damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief – whether
4 asserted under the California Labor Code, Business and Professions Code §§ 17200 *et*
5 *seq.*, the applicable wage orders at California Code of Regulations, Title 8, Section 11000 *et*
6 *seq.*, or otherwise – that arise out of or are reasonably related to the factual allegations that were
7 alleged or could have reasonably been alleged in the Operative Complaint herein, including but
8 not limited to: (i) any and all claims for failure to pay minimum or regular wages for all hours
9 worked; (ii) failure to pay overtime wages and the correct rates paid for same; (iii) any and all
10 claims for failure to provide meal periods and/or pay meal premiums in lieu thereof at the correct
11 regular rate of pay; (iv) any and all claims for failure to authorize and permit rest breaks and/or
12 pay rest break premiums in lieu thereof at the correct regular rate of pay; (v) any and all direct
13 and derivative claims for failure to furnish accurate itemized wage statements in
14 accordance with Labor Code section 226, and including any associated claims for penalties
15 under Labor Code section 226(e); (vi) any and all claims for failure to reimburse business
16 expenses; (vii) any and all direct and derivative claims for wages owed at separation of
17 employment under Labor Code § 203; (ix) any and all direct and derivative claims for failure to
18 timely pay wages during employment; (x) any and all claims for unlawful deductions to wages; and
19 (xi) any and all claims for liquidated damages, penalties (except for PAGA penalties which are
20 separately released below), interest, attorneys' fees and costs arising from the claims released
21 hereinabove.

22 b. The “Released Parties” are defined as Defendants and any of their
23 former and present parents, subsidiaries, divisions, corporate members, and affiliated companies,
24 and their respective officers, directors, employees, partners, shareholders, agents, successors,
25 assigns, and legal representatives.

26 7. As of the date the Defendants fund the Gross Settlement Amount, Plaintiff and the
27 LWDA have released the Released Parties from the “Released PAGA Claims” for the “PAGA
28 Period” as set forth in the Agreement.

1 8. As used in paragraph 7 above, the quoted terms have the meanings set forth below:

2 (a) The “Released PAGA Claims” are defined as all any and all claims, rights,
3 demands, liabilities, and causes of action arising out of the California Private Attorneys General
4 Act of 2004, Labor Code §§2698 et seq., based on any of the underlying claims and factual
5 allegations in the Operative Complaint in the Action and Plaintiff’s PAGA notice to the LWDA
6 which occurred during the PAGA Period.

7 (b) The “PAGA Period” is defined as the period beginning January 7, 2021,
8 through January 1, 2025.

9 9. This Court hereby grants final approval and awards the following: (i) Two Hundred
10 Fifty-Two Thousand, Seven Hundred Seven Dollars and Seventy-Three Cents (\$252,707.73) for
11 the Class Counsel Award comprised of Two Hundred Thirty Thousand Dollars and Zero Cents
12 (\$230,000.00) for attorneys’ fees and litigation costs in the amount of Twenty-Two Thousand,
13 Seven Hundred Seven Dollars and Seventy-Three Cents (\$22,707.73); (ii) the Service Award to
14 Class Representative, Alexa Lowe, in the amount of Ten Thousand Dollars and Zero Cents
15 (\$10,000.00); (iii) Settlement Administration Costs of thirteen Thousand Nine Hundred Ninety
16 Dollars and Zero Cents (\$13,990.00) to Apex Class Action, LLC; (iv) Twenty-Two Thousand
17 Five Hundred Dollars and Zero Cents (\$22,500.00) (75% of the PAGA Payment) to the Labor and
18 Workforce Development Agency (“LWDA Payment”); and Seven Thousand Five Hundred
19 Dollars and Zero Cents (\$7,500.00) (25% of the PAGA Payment) allocated to the Aggrieved
20 Employee Payments.

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1 10. Plaintiff shall give notice of this Judgment to the Labor and Workforce
2 Development Agency within ten (10) days after entry of the Judgment or order pursuant to
3 California Labor Code section 2699(1)(3).
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5 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO**
6 **ORDERED.**

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8 DATED: _____, 2025
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11 Hon. Carolyn M. Caietti
12 JUDGE OF THE SUPERIOR COURT
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