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County of San Diego

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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] ORDER GRANTING FINAL
APPROVAL**

Date: August 8, 2025

Time: 10:30 a.m.

Judge: Hon. Carolyn M. Caietti

Dept.: 70

1 Plaintiffs' 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 Zakay Law Group, APLC, and the JCL Law Firm, APC, appeared on behalf of Plaintiff Alexa Lowe
5 ("Plaintiff"). Gordon Rees Scully Mansukhani, LLP, appeared on behalf of Defendant Ash's First
6 LLC, Defendant NYRN Management LLC, Defendant SCZZ Collective, Inc. dba Upnorth,
7 Defendant Area 29 LLC dba Off The Charts, and Defendant Norman Yousif (hereinafter
8 "Defendants").

9 **I.**

10 **FINDINGS**

11 Based on the oral and written argument and evidence presented in connection with the
12 motion, the Court makes the following findings:

13 1. All capitalized terms used herein shall have the same meaning as defined in
14 the Agreement.

15 2. This Court has jurisdiction over the subject matter of this litigation pending
16 in the California Superior Court for the County of San Diego ("Court"), Case No. 37-2022-
17 00010114, entitled *Alexa Lowe v. Ash's First LLC, et al.*, and over all Parties to this litigation,
18 including the Class.

19 **Preliminary Approval of the Settlement**

20 3. On April 4, 2025, the Court granted preliminary approval of a class-wide
21 settlement. At this same time the court approved certification of a provisional settlement class for
22 settlement purposes only. The Court confirms this Order and finally approves the settlement and
23 the certification of the Class.

24 **Notice to the Class**

25 4. In compliance with the Preliminary Approval Order, the Class Notice was
26 mailed by first class mail to the Class Members at their last known addresses on April 25, 2025.
27 Mailing of the Class Notice to their last known addresses was the best notice practicable under the
28 circumstances and was reasonably calculated to communicate actual notice of the litigation and the

1 proposed settlement to the members of the Class Members. The Court finds that the Class Notice
2 provided fully satisfies the requirements of California Rules of Court, rule 3.769.

3 5. The Response Deadline for opting out or objecting was June 24, 2025. There
4 was an adequate interval between notice and deadline to permit Class Members to choose what to
5 do and act on their decision. No Class Members objected. No Class Members requested exclusion.

6 **Fairness Of The Settlement**

7 6. The Agreement provides for a Gross Settlement Amount of \$690,000.00.
8 The Agreement is entitled to a presumption of fairness. (*Dunk v. Ford Motor Co.* (1996) 48
9 Cal.App.4th 1794, 1801.)

10 a. The settlement was reached through arms-length bargaining between
11 the Parties. There is no evidence of any collusion between the Parties in reaching the proposed
12 settlement.

13 b. The Parties' investigation and discovery have been sufficient to allow
14 the Court and counsel to act intelligently.

15 c. Counsel for all parties are experienced in similar employment class
16 action litigation and have previously settled similar class claims on behalf of employees claiming
17 compensation. All counsel recommended approval of the Settlement.

18 d. No objections were received. No requests for exclusion were
19 received.

20 e. The participation rate is high. 100% of Class Members will be
21 participating in the Settlement and will be sent settlement payments.

22 7. The consideration to be given to the Class Members under the terms of the
23 Agreement is fair, reasonable, and adequate considering the strengths and weaknesses of the claims
24 asserted in this Action and is fair, reasonable, and adequate compensation for the release of the
25 Released Class Claims and Released PAGA Claims, given the uncertainties and risks of the
26 litigation and the delays which would ensue from continued prosecution of the Action.

27 8. The Agreement is finally approved as fair, adequate, and reasonable and in
28 the best interests of the Settlement Class Members.

1 **PAGA Payment**

2 9. The Agreement provides for a payment of PAGA Payment in the amount of
3 \$30,000.00. The Court has reviewed the PAGA Payment and finds and determines that the PAGA
4 Payment and the allocation of \$22,500.00 to the Labor and Workforce Development Agency
5 (“LWDA Payment”) and \$7,500.00 to Aggrieved Employees (“Aggrieved Employee Payment”) is
6 fair and reasonable and complies with the requirements set forth in *Moniz v. Adecco USA, Inc.*
7 (2021) 72 Cal.App.5th 56.

8 **Class Counsel Award**

9 10. The Agreement provides for a payment for Class Counsel Award in the
10 amount of up to Two Hundred Fifty-Two Thousand, Seven Hundred Seven Dollars and Seventy-
11 Three Cents (\$252,707.73). Subject to Court approval, the Class Counsel Award consists of
12 attorneys’ fees equal to one-third of the Gross Settlement Amount, or Two Hundred Thirty
13 Thousand Dollars and Zero Cents (\$230,000.00) and reimbursement of litigation expenses in the
14 amount of Twenty-Two Thousand, Seven Hundred Seven Dollars and Seventy-Three Cents
15 (\$22,707.73).

16 11. A Class Counsel Award of Two Hundred Fifty-Two Thousand, Seven
17 Hundred Seven Dollars and Seventy-Three Cents (\$252,707.73) comprised of attorneys’ fees in the
18 amount of Two Hundred Seventy Thousand Dollars and Zero Cents (\$230,000.00) and
19 reimbursement of litigation expenses in the amount of Twenty-Two Thousand, Seven Hundred
20 Seven Dollars and Seventy-Three Cents (\$22,707.73) is reasonable in light of the contingent nature
21 of Class Counsel’s fee, the hours worked by Class Counsel, and the results achieved by Class
22 Counsel. The requested attorneys’ fee award represents one-third of the common fund, which is
23 reasonable, and is supported by Class Counsel’s lodestar.

24 **Service Award**

25 12. The Agreement provides for a Service Award of up to Ten Thousand Dollars
26 and Zero Cents (\$10,000.00) to Plaintiff, subject to the Court’s approval. The Court finds that the
27 amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff is reasonable in light of
28 the risks and burdens undertaken by the Plaintiff in this class action litigation.

1 **Settlement Administration Costs**

2 13. The Agreement provides for Settlement Administration Costs to be paid in
3 an amount not to exceed \$13,990.00. The Declaration of the Administrator provides that the actual
4 claims Settlement Administration Costs were \$13,990.00. The amount of this payment is reasonable
5 in light of the work performed by the Administrator.

6 **II.**

7 **ORDERS**

8 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

9 1. The Class is certified for the purposes of settlement only. The Class is hereby
10 defined to include:

11 All individuals who are or previously were employed by Defendant Ash's First
12 and/or Defendant NYRN and/or Defendant SCZZ and/or Defendant Area 29 in
13 California and classified as non-exempt employees at any time during the period of
14 March 16, 2018, through January 1, 2025 (the "Class Period").

15 2. There are 546 members of the Class. Every person in the Class who did not
16 opt out is a Settlement Class Member. After providing Notice to the Class, there are zero opt-outs
17 to the Settlement.

18 3. The Agreement is hereby approved as fair, reasonable, adequate, and in the
19 best interest of the Class. The Parties are ordered to effectuate the Settlement in accordance with
20 this Order and the terms of the Agreement.

21 4. Defendant shall fund the Gross Settlement Amount on the Funding Date. In
22 exchange the Class Members shall release the "Released Parties" from the "Released Class Claims"
23 and Plaintiff and the LWDA shall release the "Released Parties" from the "Released PAGA Claims."

24 a. The "Released Parties" means Defendants and any of their former and
25 present parents, subsidiaries, divisions, corporate members, and affiliated companies, and their
26 respective officers, directors, employees, partners, shareholders, agents, successors, assigns, and
27 legal representatives.

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

23 c. The “Released PAGA Claims” are defined as all any and all claims,
24 rights, demands, liabilities, and causes of action arising out of the California Private Attorneys
25 General Act of 2004, Labor Code §§2698 *et seq.*, based on any of the underlying claims and factual
26 allegations in the Operative Complaint in the Action and Plaintiff’s PAGA notice to the LWDA
27 which occurred during the PAGA Period.

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1 5. Class Counsel are awarded Two Hundred Fifty-Two Thousand, Seven
2 Hundred Seven Dollars and Seventy-Three Cents (~~\$252,707.73~~) for the Class Counsel Award
3 comprised of Two Hundred Thirty Thousand Dollars and Zero Cents (\$230,000.00) for attorney's
4 fees and actually incurred litigation costs in the amount of Twenty-Two Thousand, Seven Hundred
5 Seven Dollars and Seventy-Three Cents (\$22,707.73). Class Counsel shall not seek or obtain any
6 other compensation or reimbursement from Defendants, Plaintiff, or members of the Class.

7 6. The payment of the Service Award to Plaintiff in the amount of \$10,000.00
8 is approved.

9 7. The payment of \$13,990.00 to the Administrator for Settlement
10 Administration Costs is approved.

11 8. The PAGA Payment of \$30,000.00 is hereby approved as fair, reasonable,
12 adequate, and adequately protects the interests of the public and the LWDA. Further, the Court
13 finds that Plaintiff and Class Counsel negotiated the PAGA Payment at arms-length, absent of any
14 fraud or collusion.

15 9. Final Judgment is hereby entered in this action. The Final Judgment shall
16 bind each Settlement Class Member.

17 10. Final Judgment shall also bind Plaintiff, acting on behalf of the State of
18 California and all Aggrieved Employees, pursuant to the California Private Attorneys' General Act
19 ("PAGA").

20 11. The Court further finds and determines that Class Counsel satisfied California
21 Labor Code § 2699(1)(2) by giving the LWDA notice of the proposed Settlement of claims arising
22 under the Private Attorney General Act ("PAGA") on March 11, 2025, and again on July 14, 2025.

23 12. The Court orders Class Counsel to comply with California Labor Code §
24 2699(1)(3) by providing the LWDA a copy of this order within ten (10) calendar days of the Court's
25 entry of this Order.

26 13. The Agreement is not an admission by Defendants, nor is this Final Approval
27 Order and Judgment, a finding of the validity of any claims in the Action or of any wrongdoing by
28 Defendants. Neither this Final Approval Order, the Settlement, nor any document referred to herein,

1 nor any action taken to carry out the Settlement is, may be construed as, or may be used as an
2 admission by or against Defendants of any fault, wrongdoing, or liability whatsoever. The entering
3 into or carrying out of the Agreement, and any negotiations or proceedings related thereto, shall not
4 in any event be construed as, or deemed to be evidence of, an admission or concession with regard
5 to the denials or defenses by Defendants and shall not be offered in evidence in any action or
6 proceeding against Defendants in any court, administrative agency or other tribunal for any purpose
7 as an admission whatsoever other than to enforce the provisions of this Final Approval Order and
8 Judgment, the Settlement, or any related agreement or release. Notwithstanding these restrictions,
9 any of the Parties may file in the Action or in any other proceeding this Final Approval Order and
10 Judgment, the Agreement, or any other papers and records on file in the Action as evidence of the
11 Settlement to support a defense of res judicata, collateral estoppel, release, or other theory of claim
12 or issue preclusion or similar defense as to the claims being released by the Settlement.

13 14. Notice of entry of this Final Approval Order and Judgment shall be given to
14 Class Counsel on behalf of Plaintiffs and all Class Members. It shall not be necessary to send notice
15 of entry of this Final Approval Order and Judgment to individual Class Members and the Final
16 Approval Order and Judgment shall be posted on the Administrator's website as indicated in the
17 Class Notice.

18 15. After entry of Final Judgment, the Court shall retain jurisdiction to construe,
19 interpret, implement, and enforce the Settlement, to hear and resolve any contested challenge to a
20 claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in
21 connection with the distribution of settlement benefits.

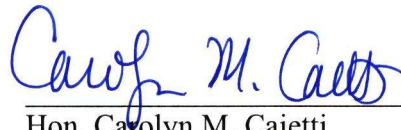
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1 16. If the Settlement does not become final and effective in accordance with the
2 terms of the Settlement, resulting in the return and/or retention of the Gross Settlement Amount to
3 Defendant consistent with the terms of the Settlement, then this Final Approval Order and Judgment,
4 and all orders entered in connection herewith shall be rendered null and void and shall be vacated.

5 17. The Court sets a status conference on **December 5, 2025, at 9:00 a.m.** in
6 Department 70 to confirm the completion of the settlement process.

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8 **IT IS SO ORDERED.**

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10 DATED: 8/13/, 2025

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13 Hon. Carolyn M. Caietti
14 JUDGE OF THE SUPERIOR COURT
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