

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)
jlapuyade@jcl-lawfirm.com
Sydney Castillo-Johnson (State Bar #343881)
scastillo@jcl-lawfirm.com
John L. Nitti (State Bar #330752)
jnitti@jcl-lawfirm.com
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 599-8292

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)
shani@zakaylaw.com
Nicole Noursamadi (State Bar #357246)
nicole@zakaylaw.com
Jaclyn Joyce (State Bar #285124)
jaclyn@zakaylaw.com
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 255-9047

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

**DECLARATION OF ALEXA LOWE IN
SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Date: August 8, 2025

Time: 10:30 a.m.

Judge: Hon. Carolyn M. Caietti

Dept.: 70

1 I, ALEXA LOWE, declare as follows:

2 1. I am over the age of eighteen, a California resident, Plaintiff and Proposed Class
3 Representative in the above-entitled matter. I submit this declaration in support of Plaintiff's Motion
4 for Final Approval of Class Action and PAGA Settlement and in support of Motion for Class Counsel
5 Award and Service Award. I have personal knowledge of all the facts stated herein. I could and would
6 competently testify under oath to these facts in court if requested to do so.

7 2. I retained Class Counsel in November 2021 and filed the lawsuit in March 2022. I filed
8 the case on behalf of myself and a class of all individuals who are or previously were employed by
9 Defendant Ash's First and/or Defendant NYRN and/or Defendant SCZZ and/or Defendant Area 29 in
10 California and classified as non-exempt employees at any time during the period beginning March 16,
11 2018, through January 1, 2025 (the "Class Period").

12 3. I was employed by Defendants, paid on an hourly basis, and entitled to legally mandated
13 meal and rest periods, minimum wages, and overtime compensation, in San Diego County, from May
14 2021 to September 2021. Throughout my employment, I was subject to Defendants' written policies and
15 procedures.

16 4. I filed the case because I believed my rights as an employee were violated by Defendants
17 and also the rights of other employees that worked for Defendants. Among other claims, I believe
18 Defendants failed to pay for all time worked, failed to furnish accurate itemized wage statements, failed
19 to provide compliant meal and rest periods, failed to pay overtime and sick pay at the correct regular
20 rate of pay, failed to reimburse for mandatory business expenses, and failed to pay all wages when due.

21 5. Before I initiated the case as a plaintiff and Class Representative, I spoke at length with
22 my attorneys. We discussed my work experience and how company policies were applied to me and
23 other employees. I provided the attorneys with documents they requested. We reviewed the documents
24 together and asked and answered many questions regarding my experience working for Defendants, the
25 litigation process, and about class actions generally.

26 6. During these conversations, I learned about my responsibilities as a plaintiff in the lawsuit
27 and as a proposed Class Representative. I understood that pursuing this action as a class action rather
28 than merely seeking my individual claims substantially increased the risk to me. Those risks included

1 the possibility of being held liable for Defendants' attorneys' fees and costs in a complex class action if
2 I lost the case. I also understood that as a Class Representative, I would be under increased scrutiny by
3 the attorneys and the Court because I needed to prove that I was an adequate class representative.
4 Further, I understood that I would lose some autonomy over my individual claims that I could not make
5 decisions for my sole benefit and that I needed to make every litigation decision with the best interests
6 of the Settlement Class in mind.

7 7. I also understood that pursuing this litigation created a very public record of my grievances
8 with Defendants which produced the risk that a future employer could hold it against me that I sued a
9 former employer.

10 8. I also knew that I was making a sacrifice in that I could have pursued my claims only on
11 an individual basis, likely obtaining a recovery greater than the portion of the class settlement I stand to
12 receive from this settlement. My attorneys explained to me that the net settlement value of my individual
13 claims may be greater than my ultimate recovery from the net class settlement amount.

14 9. Notwithstanding these risks and sacrifices, I decided to go through with the case because
15 I believed violations occurred and most employees would not know what their rights are and even if
16 they did, they would be apprehensive to file a lawsuit against their employer for fear of retaliation.

17 10. During the lawsuit I communicated on a regular basis with my attorneys. I reviewed status
18 updates from my attorneys and court filings on a regular basis, and spoke to my attorneys on the phone,
19 because I wanted to keep up with developments in the case which I understood was one of my duties as
20 a class representative.

21 11. **Review and Approval of Settlement:** A mediation was held on October 1, 2024. Even
22 though I could not attend, I was available by telephone to speak with my attorneys and did speak with
23 them regarding the mediation before it took place, as well as during the mediation itself. I also spoke
24 with my attorneys after the mediation and discussed the settlement which was ultimately accepted. I was
25 very satisfied with the terms of the settlement that was agreed to by the parties. I reviewed and signed
26 the Memorandum of Understanding on October 5, 2024, and when the settlement papers were ready, I
27 again spoke with my attorneys and reviewed the settlement agreement which I signed on October 22,
28 2024.

1 12. **Broad General Release:** I understand that the Service Award is intended, in part, to
2 compensate me for my release of the Released Class Claims. Additionally, unlike the other Class
3 Members, I also granted Defendant a broad general release and waiver of claims pursuant to
4 California Civil Code section 1542 and released Defendant from all claims whether known or
5 unknown, under federal law or state law ("General Release by Plaintiff").

6 12. **Participation:** Since I retained Class Counsel approximately forty-four months ago, I
7 have been actively involved with this class action lawsuit performing the duties described above. While
8 I did not keep formal time records, I was in regular contact with my attorneys, attended hearings,
9 reviewed important court filings, and spent considerable time on the issues presented during the
10 litigation and in the settlement process. I estimate that I spent approximately 20-25 hours working on
11 this case.

12 13. Also, my attorneys explained to me that the settlement process involved a two-step review
13 by the Court to determine whether the settlement was fair before ordering that the settlement be funded
14 and paid. I knew this process also involved notifying all class members of the settlement terms and of
15 their rights to make a claim for their settlement share, to opt out of the settlement or to object to the
16 settlement.

17 14. Ultimately, I believe I did the right thing in pursuing this case on behalf of the class who
18 now stand to receive substantial monetary payments as a result of this case and settlement. I also believe
19 that the requested Service Award in the amount of \$10,000 from the settlement is fair compensation for
20 (1) the work I performed, (2) the sacrifices made not pursuing this case individually, and (3) the risks I
21 undertook. Notably, none of the other Class Members, including those receiving a greater Individual
22 Settlement Payment, have executed a broad general release in exchange for their Individual Settlement
23 Payments.

24 15. In light of all the time and effort I have spent on this case, the sacrifice I have made, the
25 risks I undertook by suing a former employer, the broad general release, the exposure to being
26 responsible for paying Defendants' costs in the event we did not win the case, and in light of the size of
27 the settlement, I believe the request for \$10,000 as a service award is fair and reasonable.

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16. Further, I support my attorneys' application for a payment of Class Counsel Award in the amount of \$270,000.00, comprised of attorneys' fees equal to one-third of the Gross Settlement Amount estimated to be at least \$230,000.00 and up to \$40,000.00 for actually incurred litigation expenses.

17. I have in place a written fee agreement with Class Counsel wherein I provided written consent to the requested Class Counsel Award.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on 07/04/2025, at Temecula (City), California.

By: Alexa T Lowe
Alexa T Lowe (Jul 4, 2025 21:25 PDT)

ALEXA LOWE