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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

**DECLARATION OF JEAN-CLAUDE
LAPUYADE, ESQ., IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: April 4, 2025

Time: 10:30 a.m.

Judge: Hon. Carolyn M. Caietti

Dept.: C-70

1 I, Jean-Claude Lapuyade, Esq., declare as follows:

2 1. I am over eighteen years of age and if called as a witness, I could and would competently
3 testify to the following facts from my own personal knowledge. I am an attorney-at-law and the owner
4 of the law firm of JCL LAW FIRM, APC (hereinafter “Class Counsel”). I am co-counsel of record for
5 Plaintiff ALEXA LOWE (hereafter “Plaintiff”) in this wage and hour class action filed against
6 Defendant Ash’s First LLC, Defendant NYRN Management LLC, Defendant SCZZ Collective, Inc.
7 dba Upnorth, Defendant Area 29 LLC dba Off The Charts, and Defendant Norman Yousif (hereinafter
8 “Defendants”). This declaration is being submitted in support of Plaintiff’s motion for Preliminary
9 Approval of Class and PAGA Action Settlement.

10 I. EXHIBITS

11 2. Attached hereto as **Exhibit “1”** is a true and correct copy of the fully executed Stipulation
12 of Settlement of Class and PAGA Action Claims and Release of Claims (“Agreement” or “Settlement
13 Agreement”). Attached as **Exhibit “A”** to the Agreement is a true and correct copy of the proposed
14 Class Notice.

15 3. Attached hereto as **Exhibit “2”** is a true and correct copy of the proof of filing with the
16 Labor and Workforce Development Agency notice of this settlement with the Settlement Agreement
17 and Motion for Preliminary Approval of Class Action and PAGA Settlement evidencing Class
18 Counsel’s compliance with California Labor Code Section 2699(l)(2).

19 4. Attached hereto as **Exhibit “3”** is a true and correct copy of the JCL Law Firm “Firm
20 Resume” detailing some of the major cases the JCL Law Firm has undertaken.

21 II. INTRODUCTION

22 5. An objective evaluation of the Settlement confirms that the relief negotiated on behalf of
23 the Class is fair, reasonable, and adequate. The Settlement was negotiated by the Parties at arm’s length.
24 The Settlement confers substantial benefits to the Class Members. The relief offered by the Settlement
25 is particularly impressive when viewed against the difficulties encountered by plaintiffs pursuing wage
26 and hour cases (*see infra*). Indeed, by settling now rather than proceeding to trial, Class Members will
27 not have to wait (possibly years) for relief, nor will they have to bear the risk of class certification being
28 denied or of Defendants prevailing at trial. At the time of mediation, there were approximately 362

1 Aggrieved Employees during the PAGA Period. The entire Net Settlement Amount will be paid to all
2 Settlement Class Members who do not opt out of the Settlement resulting in an average Individual
3 Settlement Payment of **\$639.88**.

4 6. As discussed below, the proposed Settlement satisfies all criteria for preliminary
5 settlement approval and falls within the range of reasonableness. The average Individual Settlement
6 Payment to the Settlement Class Members meets awards in similar wage and hour class actions.
7 Moreover, the proposed Class is appropriate for provisional certification. Accordingly, Plaintiff
8 respectfully request the Court grant preliminary approval of the Settlement.

9 **III. FACTS AND PROCEDURE**

10 **A. Overview of the Litigation and Mediated Settlement**

11 7. Defendants produce, harvest, and operate retail stores for the sale of cannabis products
12 throughout California, including San Diego County, where Plaintiff worked. Plaintiff was employed by
13 Defendants from May 2021 to September 2021, as a non-exempt employee. Plaintiff alleges that she
14 was denied legally compliant minimum wage and overtime compensation, meal and rest breaks,
15 accurate itemized wage statements, and reimbursements at all times during her employment.
16 Throughout her employment, Plaintiff was subject to Defendants' written policies and procedures
17 contained in, among other documents, the "Employee Handbook."

18 8. Generally, Plaintiff claims that Defendants failed to provide compliant meal and rest
19 periods, failed to pay for all time worked, failed to pay overtime and meal period premiums at the
20 correct regular rate of pay, failed to furnish accurate itemized wage statements, failed to reimburse for
21 mandatory business expenses, and failed to pay all wages upon separation. Defendants deny liability
22 for each of Plaintiff's claims. Further, Defendants assert that they fully complied with all applicable
23 employment laws and raised several other significant defenses to Plaintiff's claims, including but not
24 limited to, facially compliant meal and rest period policies, compliant wage statements, compliant
25 reimbursement practices, and they timely paid all wages due upon separation of employment.

26 9. On January 7, 2022, Plaintiff served Defendants and the Labor and Workforce
27 Development Agency ("LWDA") with a Notice of Violations ("PAGA Notice"). Plaintiff's PAGA
28 Notice set forth the facts and theories supporting Defendants' alleged violations of various provisions

1 of the California Labor Code and applicable Industrial Welfare Commissions (“IWC”) Wage Order and
2 of her intent to pursue claims under California Labor Code Private Attorneys General Act, Cal. Lab.
3 Code Sections 2698 *et seq* (“PAGA”).

4 10. On March 16, 2022, Plaintiff filed a class action complaint in the San Diego County
5 Superior Court, Case No. 37-2022-00037343-CU-OE-CTL (“Class Action”). The Class Action alleged
6 eight causes of action against Defendants for: (1) Unfair Competition in violation of Cal. Bus. & Prof.
7 Code §§ 17200, *et. seq.*; (2) Failure to Pay Minimum Wages in violation of Cal. Lab. Code §§ 1194,
8 1197, 1197.1; (3) Failure to Pay Overtime Wages in violation of Cal. Lab. Code §§ 510, *et seq.*; (4)
9 Failure to Provide Required Meal Periods in violation of Cal. Lab. Code §§ 226.7 & 512 and the
10 Applicable IWC Wage Order; (5) Failure to Provide Required Rest Periods in violation of Cal. Lab.
11 Code §§ 226.7 & 512 and the Applicable IWC Wage Order; (6) Failure to Provide Accurate Itemized
12 Wage Statements in violation of Cal. Lab Code §226; (7) Failure to Reimburse for Required Expenses
13 in violation of Cal. Lab. Code § 2802; (8) Failure to Pay Wages When Due in violation of Cal. Lab.
14 Code §§ 201, 202, and 203; and (9) Violation of PAGA.

15 11. On May 11, 2022, Plaintiff filed a First Amended Complaint (the “Operative Complaint”)
16 adding Normal Yousif as a named Defendant.

17 12. On October 1, 2024, the Parties participated in a full day mediation with mediator Hon.
18 Steve R. Denton (Ret.). The mediation concluded with a settlement after both sides agreed to a
19 Mediator’s proposal which was subsequently memorialized in the form of a Memorandum of
20 Understanding. Thereafter, the Parties drafted and negotiated a long-form settlement agreement, which
21 is the subject of the instant motion.

22 **B. Class Counsel Thoroughly Investigated the Factual and Legal Issues**

23 13. Months before filing the Action, Class Counsel began its pre-filing investigation into the
24 Plaintiff’s complaints. Class Counsel’s investigation started with several lengthy interviews with
25 Plaintiff. As part of the interview process, the Plaintiff produced documents related to her employment,
26 including portions of her time and payroll records. At the conclusion of the interviews, Class Counsel
27 determined that Plaintiff’s complaints justified further inquiry.

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1 14. Class Counsel subsequently requested Plaintiff's employee files from Defendants. In
2 response, Defendants produced various documents, including but not limited to, copies of Defendants'
3 written policies and Plaintiff's hiring documents and payroll and time records. Class Counsel reviewed
4 and analyzed the documents and determined the documents appeared to substantiate Plaintiff's claim
5 that Defendants' failed to, among other things, provide compliant meal and rest periods, to provide
6 accurate wage statements, to compensate overtime wages at the correct regular rate of pay, and to
7 reimburse for mandatory business expenses.

8 15. To prepare for mediation, Defendants produced a 30% sample of the time and payroll
9 records for the Class Members, aggregate workweek and pay period data for the Class Members,
10 aggregate meal premiums paid to the Class Members, average hourly rate for the Class Members, and
11 copies of applicable handbooks, policies, and agreements. In total, Class Counsel reviewed thousands
12 of unique cells of time and payroll data.

13 16. Class Counsel then retained the statisticians and economists at BCG to evaluate the Class
14 Members' payroll and time data. BCG provides data analysis and damage modeling consulting services,
15 specializing in wage and hour class actions. BCG's team of financial and data analysts are credentialed
16 and experienced experts in their fields and have provided their expertise on thousands of cases.

17 17. BCG analyzed nearly one million unique cells of time and payroll data to assist in the
18 development of various damage models. Among other things, BCG determined the approximate amount
19 of unpaid wages, amount of unpaid overtime wages, number of workweeks, pay periods, average length
20 of shifts and average number of hours worked per week. BCG also estimated the number of missed,
21 late, or truncated meal and rest periods, the amount of unreimbursed expenses, and the amount of missed
22 meal and rest period premiums paid during the Class Period.

23 18. During the litigation, Defendants raised the possibility that it would be unable to satisfy
24 a larger class-wide settlement due to its financial condition. Class Counsel retained Certified Public
25 Accountant, Kenneth L. Creal, to review and analyze Defendants' publicly available financial
26 information. Based on Mr. Creal's review, he determined that Defendants could not afford a larger
27 settlement than the one contemplated here. Moreover, the installment plan contemplated by the
28

1 Agreement is appropriate because it allows Defendants to work toward accumulating the settlement
2 funds.

3 19. Overall, Class Counsel thoroughly investigated the claims at issue, including: (1)
4 determining Plaintiff's suitability as a putative class representative through interviews, background
5 investigations, and analysis of her employment files; (2) evaluating all of Plaintiff's potential claims;
6 (3) researching similar wage and hour class actions as to the claims brought, the nature of the positions,
7 and the type of employer; (4) analyzing the Class Member's time and payroll records; (5) analyzing
8 Defendants' labor policies and practices; (6) researching settlements in similar cases as well as
9 outstanding issues which could affect settlement approval; (7) evaluating Plaintiff's claims and
10 estimating Defendants' liability for purposes of settlement; (8) drafting the mediation brief; (9) retaining
11 an independent CPA and forensic consultant to analyze Defendants' financial statements, and (10)
12 participating in the mediation. This investigation allowed Class Counsel to fully assess the nature and
13 magnitude of the claims being settled, as well as the impediments to recovery, such as to make an
14 independent assessment of the reasonableness of the terms to which the Parties have agreed

15 20. Class Counsel only agreed to enter the Settlement following this thorough investigation
16 and evaluation of Plaintiff's claims. Based on its investigation of the facts, applicable law, and
17 marketplace for similar settlements, and considering the risk of significant delay and uncertainty
18 associated with litigation, and the various defenses asserted by Defendants, Class Counsel firmly
19 believe this Agreement to be in the best interests of the Class Members. Because the Settlement's terms
20 are fair, reasonable, and adequate, the Court should preliminarily approve the Settlement.

21 IV. ARGUMENT

22 A. The Court Should Preliminarily Approve the Settlement

23 1. The Parties Reached the Settlement Through Arm's-Length Bargaining Led by Experienced 24 Counsel.

25 21. The Parties participated in mediation the mediator Hon. Steven R. Denton (Ret.). Judge
26 Denton managed the Parties' expectations and provided a useful, neutral analysis of the issues and risks
27 to both sides. (*In re Apple Computer, Inc. Derivative Litig*, No. C 06-4128 JF (HRL), 2008 U.S. Dist.
28 LEXIS 108195 (N.D. Cal. Nov. 5, 2008) (mediator's participation weighs considerably against any

1 inference of a collusive settlement); *D'Amato v. Deutsche Bank* (2d. Cir. 2001) 236 F.3d 78, 85 (a
2 “mediator’s involvement in pre-certification settlement negotiations helps to ensure that the
3 proceedings were free of collusion and undue pressure.”).) After a full day of mediated negotiations,
4 mediation concluded with a settlement after both sides agreed to a Mediator’s proposal, which was
5 subsequently memorialized in the form of a Memorandum of Understanding (“MOU”).

6 22. Once the Parties agreed to the Mediator’s proposal, the Parties engaged in negotiations
7 regarding the written terms of the class action settlement. The Agreement is the final product of the
8 mediated negotiations. Objectively, the Settlement terms are fair, adequate and represent a reasonable
9 compromise of the claims at issue.

10 2. Class Counsel’s Thorough Investigation Provided an Objective Measurement of the
11 Settlement’s Reasonableness.

12 23. As set forth in greater detail above, Class Counsel conducted a very thorough
13 investigation into the factual and legal issues in dispute. In addition to informal discovery, document
14 review, data analysis and legal research, Class Counsel also researched similar wage and hour actions.
15 Although no two cases are identical, this research provided Class Counsel with a marker to inform
16 settlement discussions and, ultimately, to measure this settlement against. The investigation allowed
17 Class Counsel to realistically assess the value of Plaintiff’s claims and intelligently engage defense
18 counsel in settlement discussions that culminated in the proposed settlement now before the Court.

19 24. Class Counsel only agreed to enter the Settlement following their thorough investigation
20 and evaluation of Plaintiff’s claims. Based on this investigation of the facts, applicable law, and
21 marketplace for similar settlements, and considering the risk of significant delay, uncertainty associated
22 with litigation, and the various defenses asserted by Defendants, Class Counsel firmly believes this
23 Agreement to be in the best interests of the Class Members. Because the Settlement’s terms are fair,
24 reasonable, and adequate, the Court should preliminarily approve the Settlement.

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1 3. Class Counsel's Thorough Investigation Provided an Objective Measurement of the
2 Settlement's Reasonableness.

3 a. The Gross Settlement Amount Meets the Recognized Range of Reasonableness.

4 25. The Gross Settlement Amount of \$690,000.00 is fair and reasonable considering the
5 nature and magnitude of the claims being settled and the various potential impediments to recovery.
6 Prior to mediation, Class Counsel retained BCG to develop economic damage models measuring
7 Defendants' liability exposure while accounting for the uncertainties of continued litigation. The
8 various models were informed by Class Counsel's investigation, including the analysis of a significant
9 sample of time and payroll data. Class Counsel projected Defendants' liability exposure for *class claims*
10 (excluding PAGA Penalties) ranged between \$3,135,877.76 ("Realistic Damages") and \$6,379,659.53
11 ("Maximum Damages") if successful at trial. This range reflects the uncertainty regarding several of
12 the claims. Thus, the Gross Settlement Amount represents a recovery of between 22% ("Realistic
13 Damages") and 10.82% ("Maximum Damages") of Defendants' class-wide exposure – well within the
14 recognized range of reasonableness. The following summarizes Defendants' liability exposure.

15 26. Plaintiff's primary claim in this Action alleges that Defendants failed to provide
16 compliant meal periods. Specifically, Plaintiff alleges that as a result of their rigorous work schedules,
17 Plaintiff, Class Members, and Aggrieved Employees were not able to take timely and duty-free meal
18 first and second periods. Upon review of Defendants' time records, Plaintiff's expert determined that
19 60% of shifts between five and six hours were without a recorded first meal break, and 83.6% of shifts
20 between 10 and 12 hours were without a recorded second meal break. Conversely, Plaintiff's expert
21 found a modest violation rates for missed (3.3% of eligible shifts), short (.02% of eligible shifts) and
22 late meal (7.7% of eligible shifts) periods

23 27. Further, Plaintiff's expert found that Defendants failed to issue a single meal period
24 premium until 2023, after litigation commenced. Plaintiff's expert found that only 6.2% of meal period
25 premium payments were made during the entire Class Period.

26 28. Defendants argued, among other things, that it provided all their employees, i.e., Class
27 Members and Aggrieved Employees, with the opportunity to take compliant meal periods, including
28 second meal periods during shifts longer than ten (10) hours. Defendants also argued that they had in

1 place enforceable meal period waivers for shifts greater than five hours but not more than six hours and
2 for shifts between ten and 12 hours during a portion of the Class Period. Stated differently, Defendants
3 offered a complete defense to the most compelling violations rates identified by Plaintiff's expert.
4 Further, Defendants allege that on those limited instances where a Class Member was not able to take
5 a compliant meal period, and did not otherwise waive a compliant meal period, it paid meal period
6 premiums. Thus, Defendants argued that there was no potential liability for Plaintiffs' alleged meal
7 period violations, that it maintained facially compliant meal period policies, and any claimed violations
8 required a highly individualized inquiry not suitable to class treatment.

9 29. Consequently, in light of the absence of paid meal period premiums until after litigation
10 began Plaintiff applied a minimal 25% discount to this claim. Plaintiff estimated that the damages for
11 this claim ranged from approximately \$1,570,509.48 to approximately \$2,094,012.64.

12 30. Plaintiff also alleged that Defendants failed to provide compliant rest periods.
13 Specifically, Plaintiff alleged that because of their rigorous work schedules, Plaintiff, Class Members,
14 and Aggrieved Employees were not able to take timely and duty-free rest periods.

15 31. Defendants denied liability and asserted that it maintained legally compliant rest period
16 policies and practices throughout the Class Period. Moreover, Plaintiff recognizes the evidentiary
17 burdens establishing this claim. Establishing Plaintiff's rest period claim would rely, almost entirely,
18 on Class Member testimony, making it a riskier claim at class certification and liability stages.
19 Certification likely would have required depositions of Class Members who provided declarations, and
20 Defendants surely would have obtained opposing declarations stating either rest breaks were taken, or
21 rest breaks were voluntarily waived. See, e.g., *Ordonez v. Radio Shack, Inc.* (C.D. Cal. Jan. 17, 2013)
22 2013 WL 210223, at *11 ("Because of the competing testimony before the Court, plaintiff's evidence
23 that defendant may have an illegal, written rest break policy is insufficient for this Court to find that
24 common issues predominate."); *Villa v. United Site Servs. of California, Inc.* (N.D. Cal. Nov. 13, 2012)
25 2012 WL 5503550, at *8 ("Indeed, Plaintiff's own evidence confirms that the written policy does not
26 generate uniform practices.").

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1 32. Accordingly, Plaintiff applied a 50% discount to the rest break claim. Plaintiff estimated
2 the range of potential outcomes for this claim was between approximately \$1,047,006.32 to
3 approximately \$2,094,012.64.

4 33. Plaintiff alleged that Defendants required Class Members and Aggrieved Employees to
5 use their personal cellular phones as a result of and in furtherance of their job duties but were not
6 reimbursed by Defendants. Specifically, Plaintiff and Class Members were required to use their
7 personal cell phones in order to access a phone application to clock in and out, and to communicate
8 with management. California employers who require employees to incur personal business expenses
9 for work purposes must reimburse the employee for the cost incurred. (*See* Cal. Labor Code § 2802(a),
10 providing that “An employer shall indemnify his or her employee for all necessary expenditures or
11 losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or
12 her obedience to the directions of the employer...”). BCG estimated a reasonable \$5 monthly
13 reimbursement rate for Class Members for the use of their personal cell phones.

14 34. Again, Defendants denied any liability for this claim. Defendants argued that its written
15 policies provide for reimbursement to employees for necessary business expenses incurred in the
16 discharge of the employees’ duties or at Defendants’ direction. Plaintiff applied an 85% discount and
17 estimated that Defendants’ exposure for this claim ranged between approximately \$9,948.00 and
18 approximately \$66,320.00.

19 35. Plaintiff also alleged that Defendants failed to pay their employees for all hours worked.
20 Specifically, Plaintiff asserted that Defendants failed to pay employees for the time spent performing
21 post-shift work. Plaintiff alleges she was required to work approximately 5 minutes off-the-clock per
22 shift performing tasks such as cleaning communal areas, straightening up the store, waiting for tips to
23 be calculated and allocated, and assisting customers. As a result, Plaintiff, Class Members, and
24 Aggrieved Employees forfeited compensation, including overtime wages, for all the time they spent
25 working under Defendants’ control.

26 36. Defendants vigorously denied liability for this claim. Specifically, Defendants argued
27 that the off-the-clock claim was not suitable for class treatment because individualized issues
28 predominated. For example, even assuming Plaintiff performed work while off-the-clock, which

1 Defendants dispute, the time spent would vary drastically from class member to class member that it
2 could not be established by common proof. Additionally, Defendant emphasized that it had an express
3 written policy prohibiting off-the-clock work and prohibited management from requesting that
4 employees do so. Defendant required that employees report any time spent working off the clock.

5 37. Plaintiff recognized the risks and uncertainties of certifying this claim. Consequently,
6 Plaintiff's Realistic Damage model applied a 75% discount to this claim. Plaintiff estimated
7 Defendants' exposure for this claim ranged between \$149,016.06 and \$596,064.25.

8 38. Plaintiff alleges that Defendants failed to include certain non-discretionary bonuses and
9 commissions when calculating the regular rate of pay when paying overtime wages, meal period
10 premiums, and redeemed sick pay. Specifically, Defendants paid Class Members non-discretionary
11 incentive compensation in the form of "ZayZoon" payments, which were not properly calculated into
12 the regular rate of pay for purposes of overtime, meal period premiums, and redeemed sick pay.
13 However, approximately only 16 employees were affected by regular rate of pay miscalculations.

14 39. Conversely, Defendants denied liability and asserted they paid the correct rate of pay for
15 purposes of overtime wages, meal period premiums and redeemed sick pay. Defendants also argued
16 that the bonuses paid were discretionary and did not need to be included in the regular rate calculation.
17 Plaintiff estimated the range of outcomes for this claim was between \$6,138.00 and \$12,276.00.

18 40. Plaintiff also alleged that Defendants failed to furnish its employees with accurate
19 itemized wage statements. Specifically, Plaintiff alleged that as a result of Defendants' failure to provide
20 meal and rest periods as required by the California Labor Code, failure to adequately compensate for
21 off-the-clock work performed, and failure to correctly calculate employee's regular rate of pay, Plaintiff
22 and other Class Members are entitled to derivative wage statement penalties. (See *Naranjo v. Spectrum*
23 *Security Services* (2022) 13 Cal. 5th 93 (concluding that meal premiums are "wages" entitling
24 employees to derivative wage statement penalties). Further, Defendants argued that even if it failed to
25 furnish accurate wage statements, Plaintiff could not establish the injury requirement on a class-wide
26 basis. As a result, Plaintiff discounted this claim 50% to account for this risk. Plaintiff estimated that
27 Defendants' exposure on this claim ranged between \$335,937.50 and \$1,343,750.00.

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1 41. Plaintiff also alleged that the Defendants' labor code violations resulted in derivative
2 liability for waiting time penalties. Specifically, Defendants argued that Plaintiff could not prove the
3 "willful" prong needed to obtain waiting time penalties under Labor Code section 203. Notwithstanding
4 the uncertain nature of the claims, Class Counsel's Realistic Model discounted the waiting time penalty
5 claim by 90% and estimated Defendants' exposure for these claims ranged between \$17,322.40 and
6 \$173,224.00.

7 42. Class Counsel's damage models also estimated Defendants' exposure for PAGA
8 penalties. At the time of mediation, Plaintiff estimated Defendants' exposure for PAGA penalties
9 exceeded \$11,733,700.

10 43. Here, the Parties negotiated a good faith PAGA Payment in the amount of \$30,000.00
11 which is 4.3% of the Gross Settlement Amount. This amount falls well within the range of approved
12 PAGA Payment. Seventy-Five percent (75%) of the PAGA Payment (\$22,500.00) will be paid to the
13 LWDA ("LWDA Payment") with the remaining twenty-five percent (25%) of the PAGA Payment
14 (\$7,500.00) will be distributed to the Aggrieved Employees ("Aggrieved Employee Payment"), which
15 is within the range of PAGA Payment approved by courts and should be approved.

16 **b. Inherent Risks of Continued Litigation Support Preliminary Approval**

17 44. With respect to the most immediate challenge, i.e., class certification, the risks attendant
18 to the certification of similar wage and hour claims are demonstrated by *Magadia v. Wal-Mart*
19 *Associates, Inc.* (9th Cir. 2021) 999 F.3d 668. There, the Ninth Circuit vacated, reversed, and remanded
20 a \$110 million judgement against an employer for, *inter alia*, inaccurately paying overtime, and directed
21 the trial court to enter judgement in favor of the employer. *See also O'Conner v. Uber Technologies,*
22 *Inc.* (9th Cir. 2018) 904 F.3d 1087 (decertification of wage and hour misclassification action); *see also*
23 *Duran v. U.S. Bank National Association* (2014) 59 Cal.4th 1, 31 (reversing a trial verdict in favor
24 plaintiffs in a wage and hour class action)); *Tien v. Tenet Healthcare Corp.* (2012) 209 Cal.App.4th
25 1077, 1088 ("[T]he reason, if any, that employees might not take their breaks were predominantly
26 individualized questions of fact not susceptible to class treatment."); *a.S.A. Cab Ltd.* (2009) 176
27 Cal.App.4th 1333, 1341 (affirming denial of certification because employees' declarations attesting to
28 having taken meal and rest breaks demonstrated that individualized inquiries were required to show

1 harm); *Campbell v. Best Buy Stores, L.P.*, (C.D. Cal. 2013) 2013 WL 5302217 at *11-13 (following
2 *Brinker* and denying certification of proposed off-the-clock and rest and meal break classes due to lack
3 of uniform policy); *Brown v. Fed Express Corp.* (C.D. Cal. 2008) 249 F.R.D. 580, 587-88 (denying
4 certification of driver meal and rest period claims based on the predominance of individual issues).

5 45. Further, even if a class is certified, liability remains uncertain. The risks attendant to the
6 issue of Defendant's liability in similar wage and hour actions are demonstrated by *Duran v. U.S. Bank*
7 *National Association* (2014) 59 Cal.4th 1, 31. There, the Court reversed a trial verdict in favor plaintiffs
8 in a wage and hour class action. *See also Tien v. Tenet Healthcare Corp.* (2012) 209 Cal.App.4th 1077,
9 1088 ("[T]he reason, if any, that employees might not take their breaks were predominantly
10 individualized questions of fact not susceptible to class treatment.")

11 46. Finally, even if a class is certified and Defendants are found liable for the class claims
12 alleged, post-certification risks remain, including a reversal of a favorable judgment for Plaintiffs and
13 decertification of the class. These post-certification risks are demonstrated by *Magadia v. Wal-Mart*
14 *Associates, Inc.* (9th Cir. 2021) 999 F.3d 668. There, the Ninth Circuit vacated reversed and remanded
15 a \$110 million judgement against an employer for, *inter alia*, inaccurately paying overtime, and directed
16 the trial court to enter judgement in favor of the employer. *See also O'Conner v. Uber Technologies,*
17 *Inc.* (9th Cir. 2018) 904 F.3d 1087 (decertification of wage and hour misclassification action).

18 47. Collectively, the examples cited above illustrate the uncertain nature of class litigation.
19 Consequently, the uncertainty of obtaining certification through a contested motion is a significant risk
20 factor favoring settlement.

21 48. Finally, continuing to litigate this action would require continued and extensive resources
22 coupled with significant Court time to proceed through trial and post-trial motions; which can often
23 take years. Furthermore, wage and hour litigation is complex and expensive, as it often necessitates
24 extensive expert testimony, particularly with regards to damages. But even if Plaintiff is successful at
25 trial, Plaintiff is acutely aware that a judgment does not end the litigation. Plaintiff fully expects that
26 Defendants would appeal any favorable judgment. As demonstrated by *Magadia, supra*, 999 F.3d 668,
27 the risk of an appeal and subsequent reversal is real.

28 ///

1 49. In this matter, Class Counsel negotiated a Gross Settlement Amount of \$690,000.00 that
2 is roughly between approximately 22% of Defendants' *class-wide* liability exposure for damages, and
3 approximately 10.82% of Defendants' maximum class wide liability exposure for damages and
4 statutory penalties. Given the amount of the settlement here, as compared to potential value of the
5 claims, offset by the various inherent risks to continued litigation, the settlement is fair and reasonable.

6 **B. Proposed Notice Informs the Class About the Case and Settlement**

7 50. The Parties jointly drafted the Notice Packet which fairly and neutrally informs the Class
8 Members of their rights and remedies. The Settlement Administrator will first verify addresses, then
9 mail the proposed Notice Packet to all Class Members. The Notice will include information regarding
10 the nature of the lawsuit, a summary of the substance of the Settlement's terms, the class definition, the
11 procedure, and time period within which to requests for exclusions or objections to the Settlement, the
12 date for the final approval hearing, the formula used to calculate settlement payments, and the terms
13 and scope of the Released Claims. Agreement at § III(M)(2). The Parties negotiated this method to
14 ensure delivering the most reasonable method of notice to the Class Members while ensuring cost
15 effective administration of the Settlement.

16 51. Accordingly, both the method of disseminating the Notice Packet and content of the
17 Notice Packet satisfy due process. (*See* C.R.C. 3.776(e)-(f); *State of Cal. v. Levi Strauss* (1986) 41
18 Cal.3d 460,485 (the class notice must "fairly apprise the class members of the terms of the proposed
19 compromise and of the options open to dissenting class members.").)

20 **C. The Court Should Preliminarily Approve the Class Representative Service Award**

21 52. The Settlement provides for a Service Award of \$10,000.00 to Plaintiff. The service
22 award is fair and reasonable compensation for the Plaintiff's efforts bringing the action, assisting Class
23 Counsel with the litigation and settlement, regularly conferring with Class Counsel on the status of his
24 case and the strategies for prosecuting the claims, reviewing the proposed Settlement to ensure that its
25 terms are fair and provide adequate relief for the Settlement Class Members, and agreeing to provide
26 Defendants a general release of all claims arising out of his employment.

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1 53. Class Counsel on behalf of Plaintiff will file a formal motion for the negotiated Service
2 Award once preliminary approval of the Settlement is granted. Plaintiff respectfully submits that the
3 above showing is sufficient for preliminary approval of the negotiated Service Award.

4 **D. The Court Should Preliminary Approve the Negotiated Class Counsel Award**

5 54. Class Counsel took this matter on a contingency fee basis and invested significant time
6 and expense successfully prosecuting Plaintiff's claims. As discussed *supra*, the estimated average
7 Individual Settlement Payment illustrates the demonstrably positive outcome for the Settlement Class
8 Members. Considering the positive outcome for the Class Members, and in light of the supporting
9 authority, the proposed Class Counsel Award is fair and reasonable.

10 55. Plaintiff will file a formal motion for the negotiated Class Counsel Award once
11 preliminary approval of the Settlement is granted. Plaintiff respectfully submits that the above showing
12 is sufficient for preliminary approval of the negotiated attorneys' fees.

13 **E. Provisional Certification for Settlement Purposes Is Appropriate**

14 56. For Settlement purposes only, Plaintiff contends, and Defendants do not dispute, that
15 provisional certification of the Class is appropriate.

16 57. Because all Class Members are Defendants' current and former employees, the class is
17 readily ascertainable from Defendants' regular business records, i.e., payroll records.

18 58. The statutes relating to each of Plaintiff's claims apply with equal force and effect to the
19 entire Class. Factually, Defendants' policies and practices apply class-wide and Defendants' liability
20 can be determined by facts common to all members of the class. The wage and hour issues are both
21 numerous and substantial, and a class action is the most advantageous method of dealing with the claims
22 of the Settlement Class Members.

23 59. Plaintiff's wage and hour claims are typical of the proposed Class because they arise from
24 the same factual basis and are based on the same legal theories applicable to the other Class Members.
25 Likewise, Plaintiff's interests are entirely coextensive with the interests of the Class. Plaintiff alleges
26 that she was injured by the same company-wide practices to which the proposed Class Members were
27 subject to and seek the same relief. Plaintiff has already demonstrated her ability to advocate for the
28

1 interests of the Class Member by initiating this litigation, undertaking extensive class discovery, and
2 evaluating the proposed settlement to assure that it is fair.

3 60. Additionally, Plaintiff is represented by competent Class Counsel who have extensive
4 experience in litigating wage and hour class action cases. Class Counsel successfully briefed, argued,
5 certified, and gained state court settlement approval of the same class-wide causes of action that are at
6 issue in this case. Class Counsel's wage and hour class action experience establishes that they are well
7 qualified to represent the interests of this Class.

8 61. A class action is superior to a multitude of individual lawsuits. Given the size and amount
9 of each individual claim, the Class Members likely have little incentive to litigate their claims on an
10 individual basis because the out-of-pocket expense and personal commitment necessary to litigate each
11 claim outweighs any potential recovery. In sum, class treatment is superior to individual, case-by-case
12 adjudication.

13 **F. Class Counsel's Experience**

14 62. Plaintiff, the Settlement Class Members and the Aggrieved Employees are represented
15 by competent and experienced counsel to pursue their claims. I established the JCL Law Firm, APC
16 ("Firm"), in 2010. The Firm is a boutique plaintiff firm representing aggrieved employees and
17 consumers throughout California in wage and hour class actions, PAGA Actions and complex multi-
18 party product liability matters. The Firm currently consists of myself, Jean-Claude Lapuyade, Esq.
19 (Partner/Owner), Sydney Castillo-Johnson, Esq. (Associate Attorney), Perssia P. Razma (Associate
20 Attorney), John L. Nitti (Associate Attorney), Tesla Stone (Paralegal), Jennifer Heming (Paralegal),
21 Libia Ramirez (Secretary) and Andrew Ward (Law Clerk).

22 63. I am qualified to represent the Plaintiff, the Class Members, the State of California and
23 the Aggrieved Employees. I have extensive experience with wage and hour class and representative
24 actions litigation like this matter, and employment matters in general. Additionally, I have extensive
25 complex mass tort litigation experience and complex construction product liability experience. I can,
26 will and have adequately represented the interests of the Plaintiff, the State of California and the
27 Aggrieved Employees throughout this action.

28 ///

64. I have represented consumers and employees in California class actions, and complex multi-party product liability actions exclusively for more than 17 years. I have been in practice as a plaintiffs' civil litigation attorney since April 2007.

65. I have significant class counsel and collective action counsel experience. My credentials are reflected in the JCL Law Firm, APC, Firm Resume, which is attached hereto as Exhibit 3.

66. Since 2010, I have successfully tried two (2) cases to conclusion, each resulting in a favorable verdict for the firm's clients.

67. Finally, I have published appellate experience in *William Blanchette et al., v. The Superior Court of Imperial County, (GHA Enterprises)*, 8 Cal.App.5th 521, *Duran v. EmployBridge Holding Co. LLC* (2023) 92 Cal.App.5th

68. Consequently, I was named to the prestigious Thomson Reuters, Super Lawyers, Rising Star in 2015, 2016, 2017 and, again, in 2018. According to Thomson Reuters, the Super Lawyers, Rising Star list recognizes the top 2.5% of eligible attorneys. (see https://www.superlawyers.com/about/selection_process.html.)

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 11th day of March 2025, at San Diego, California.

JCL LAW FIRM, APC

By: Jean-Claude Lapuyade
Jean-Claude Lapuyade, Esq.
Attorneys for Plaintiff

EXHIBIT 1

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)
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Attorneys for PLAINTIFF

(Additional Counsel on Next Page)

**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

[Complaint Filed: March 16, 2022]

**STIPULATION OF SETTLEMENT OF
CLASS AND PAGA ACTION CLAIMS
AND RELEASE OF CLAIMS**

GORDON REES SCULLY MANSUKHANI, LLP

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Leslie Joyner (SBN: 262705)

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Attorneys for DEFENDANTS

This Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims is entered into by and between Plaintiff Alexa Lowe (hereinafter “Plaintiff”), an individual, on behalf of herself, and on behalf of all persons similarly situated, and Defendant Ash’s First LLC, NYRN Management LLC, SCZZ Collective, Inc. dba Upnorth, Area 29 LLC dba Off The Charts, and Norman Yousif (“Defendants”):

I. DEFINITIONS

- A. “Action” shall mean the putative class and representative action lawsuit designated *Alexa Lowe v. Ash’s First LLC, et al.*, San Diego County Superior Court, Case No. 37-2022-00010114-CU-OE-CTL, filed March 16, 2022.
- B. “Agreement” or “Settlement Agreement” means this Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims.
- C. “Aggrieved Employees” means individuals who are or previously were employed by Defendant Ash’s First and/or Defendant NYRN and/or Defendant SCZZ and/or Defendant Area 29 in California and classified as non-exempt employees at any time during the PAGA Period.
- D. “Aggrieved Employee Payment” shall mean the Aggrieved Employees’ pro-rata share of the portion of the PAGA Payment allocated to the Aggrieved Employees or the twenty-five (25%) or Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) of the PAGA Payment that will be distributed to the Aggrieved Employees as described in this Agreement.
- E. “Class” or the “Class Members” means all individuals who are or previously were employed by Defendant Ash’s First and/or Defendant NYRN and/or Defendant SCZZ and/or Defendant Area 29 in California and classified as non-exempt employees at any time during the Class Period.
- F. “Class Counsel” shall mean Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC, and Shani O. Zakay, Esq. of Zakay Law Group, APLC.
- G. “Class Counsel Award” means the award of fees and expenses that the Court authorizes to be paid to Class Counsel for the services they have rendered to Plaintiff,

the Class Members and the Aggrieved Employees in the Action, consisting of attorneys' fees currently not to exceed one-third of the Gross Settlement Amount currently estimated to be \$230,000.00 out of \$690,000.00 plus costs of up to \$40,000.00. Attorneys' fees will be divided between Class Counsel in the following percentages (50% to JCL Law Firm, APC, and 50% to Zakay Law Group, APLC). Plaintiff expressly consents to this fee division.

- H. "Class Data" means information regarding Class Members that Defendants will in good faith compile from its records and provide to the Settlement Administrator. It shall be formatted as a Microsoft Excel spreadsheet and shall include to the extent practicable: each Class Member's full name; last known address; Social Security Number; start dates and end dates of employment; and information necessary to accurately calculate the number of Workweeks and Pay Periods worked by each Class Member during the Class Period and Aggrieved Employee during the PAGA Period.
- I. "Class Period" means the period beginning March 16, 2018, through January 1, 2025.
- J. "Class Representative" shall mean plaintiff Alexa Lowe.
- K. "Court" means the Superior Court for the State of California, County of San Diego currently presiding over the Action.
- L. "Defendants" shall mean Ash's First LLC, NYRN Management LLC, SCZZ Collective, Inc. dba Upnorth, Area 29 LLC dba Off The Charts, and Norman Yousif.
- M. "Effective Date" means the date of entry by the Court of an order and judgment finally approving this Settlement and either (i) the applicable date for seeking appellate review of the Court's final approval order has passed without a timely appeal or request for review having been made; or (ii) a California Court of Appeal or the California Supreme Court has rendered a final judgment affirming the Court's final approval without material modification, and the time for any further appeal has expired.
- N. "Funding Date" shall mean the date by which Defendants has paid the entire Gross Settlement Amount to the Settlement Administrator in accord with the terms of this

Agreement. Defendants will pay the Gross Settlement Amount to the Settlement Administrator in seventeen (17) installments tied to the execution of the Parties' binding Memorandum of Understanding ("MOU") dated October 7, 2024, as follows:

1. The First Installment in the amount of \$25,000 shall be due on or before November 6, 2024.
2. The Second Installment of \$10,000 shall be due on or before December 6, 2024.
3. The Third Installment of \$10,000 shall be due on or before January 6, 2025.
4. The Fourth Installment of \$10,000 shall be due on or before February 6, 2025.
5. The Fifth Installment of \$10,000 shall be due on or before March 6, 2025.
6. The Sixth Installment of \$10,000 shall be due on or before April 7, 2025, accounting for the 30th day falling on a Sunday.
7. The Seventh Installment of \$10,000 shall be due on or before May 6, 2025.
8. The Eighth Installment of \$10,000 shall be due on or before June 6, 2025.
9. The Ninth Installment of \$10,000 shall be due on or before July 7, 2025, accounting for the 6th falling on a Sunday.
10. The Tenth Installment of \$10,000 shall be due on or before August 6, 2025.
11. The Eleventh Installment of \$10,000 shall be due on or before September 8, 2025, accounting for the 6th falling on a Saturday.
12. The Twelfth Installment of \$10,000 shall be due on or before October 6, 2025.
13. The Thirteenth Installment of \$200,000 shall be due within twelve (12) months of the execution of the MOU (on or before October 6, 2025) or within thirty (30) days after the Court grants Final Approval, whichever is later.
14. The Fourteenth Installment of \$50,000 shall be due on or before the last day of the fiscal quarter immediately following the funding of the Thirteenth Installment. For example, if the Thirteenth Installment becomes due on December 1, 2025, the Fourteenth Installment shall be due on or before March 31, 2026.

1 15. The Fifteenth Installment of \$50,000 shall be due on or before the last day of
2 the fiscal quarter immediately following the funding of the Fourteenth Installment.

3 16. The Sixteenth Installment of \$50,000 shall be due on or before the last day of
4 the fiscal quarter immediately following the funding of the Fifteenth Installment.

5 17. The Seventeenth Installment of \$205,000 shall be due on or before the last day
6 of the fiscal quarter immediately following the funding of the Sixteenth Installment.
7 Defendant's share of payroll taxes shall be paid separately and in addition to the
8 Seventeenth or Final Installment.

9 O. "Gross Settlement Amount" means Six Hundred, Ninety Thousand Dollars and Zero
10 Cents (\$690,000.00) that Defendants must pay into the QSF in connection with this
11 Settlement, inclusive of the sum of Settlement Administration Costs, Class Counsel
12 Award, Service Award, and the PAGA Payment. Defendants' share of employer
13 payroll taxes on any payments allocated as wages under this Settlement shall be paid
14 by Defendant in addition to the Gross Settlement Amount. No portion of the Gross
15 Settlement Amount will revert to Defendant.

16 P. "Individual Settlement Payments" means the amount payable from the Net Settlement
17 Amount to each Settlement Class Member and excludes any amounts distributed to
18 Aggrieved Employees pursuant to PAGA.

19 Q. "LWDA Payment" shall mean the seventy-five percent (75%) or Twenty-Two
20 Thousand and Five Hundred Dollars and Zero Cents (\$22,500.00) of the PAGA
21 Payment that shall be paid to the California Labor and Workforce Development
22 Agency ("LWDA").

23 R. "Net Settlement Amount" or "NSA" means the Gross Settlement Amount, less Class
24 Counsel Award, Service Award, PAGA Payment, and Settlement Administration
25 Costs.

26 S. "Notice Packet" means the Class Notice to be provided to the Class Members by the
27 Settlement Administrator in the form set forth as **Exhibit A** to this Agreement (other
28 than formatting changes to facilitate printing by the Settlement Administrator).

- 1 T. “Operative Complaint” shall mean the First Amended Complaint filed by Plaintiff on
2 May 11, 2022, in the San Diego Superior Court.
- 3 U. “PAGA” means the California Labor Code Private Attorneys General Act of 2004,
4 Labor Code § 2698 *et seq.*
- 5 V. “PAGA Payment Ratio” means the respective Pay Periods during the PAGA Period
6 for each Aggrieved Employee divided by the total Pay Periods for all Aggrieved
7 Employees during the PAGA Period.
- 8 W. “PAGA Pay Periods” for purposes of calculating the distribution of the Aggrieved
9 Employee Payment, as defined herein, means the number of pay periods of
10 employment during the PAGA Period that each Aggrieved Employee worked in
11 California.
- 12 X. “PAGA Period” means the period beginning January 7, 2021, through January 1,
13 2025.
- 14 Y. “PAGA Payment” shall mean Thirty Thousand Dollars and Zero Cents (\$30,000.00)
15 to be allocated from the Gross Settlement Amount, with 25% of the payment going
16 to the Aggrieved Employees (“Aggrieved Employee Payment”) and 75% of the
17 payment going to the Labor and Workforce Development Agency (“LWDA
18 Payment”). The amount of the PAGA Payment is subject to Court approval pursuant
19 to California Labor Code section 2699(l). Any reallocation of the Gross Settlement
20 Amount to increase the PAGA Payment will not constitute grounds by either party to
21 void this Agreement, so long as the Gross Settlement Amount remains the same.
- 22 Z. “Parties” means Plaintiff and Defendants, collectively, and “Party” shall mean either
23 Plaintiff or Defendants, individually.
- 24 AA. “Payment Ratio” means the respective Workweeks for each Class Member divided
25 by the total Workweeks for all Class Members.
- 26 BB. “Plaintiff” shall mean Alexa Lowe.
- 27 CC. “QSF” means the Qualified Settlement Fund established, designated, and maintained
28 by the Settlement Administrator to fund the Gross Settlement Amount.

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

EE. “Released PAGA Claims” shall mean any and all claims, rights, demands, liabilities, and causes of action arising out of the California Private Attorneys General Act of 2004, Labor Code §§2698 *et seq.*, based on any of the underlying claims and factual allegations in the Operative Complaint in the Action (described in paragraph I.DD.

1 above) and Plaintiff's PAGA notice to the LWDA which occurred during the PAGA
2 Period.

3 FF. "Released Parties" shall mean Defendants and any of their former and present parents,
4 subsidiaries, divisions, corporate members, and affiliated companies, and their
5 respective officers, directors, employees, partners, shareholders, agents, successors,
6 assigns, and legal representatives.

7 GG. "Response Deadline" means the date forty-five (45) calendar days after the Settlement
8 Administrator mails Notice Packets to Class Members and the last date on which
9 Class Members may submit requests for exclusion or objections to the Settlement.
10 Neither side shall encourage any Class Member to opt out.

11 HH. "Service Award" means an award in the amount of \$10,000, or in an amount that the
12 Court authorizes to be paid to the Class Representative, in addition to her Individual
13 Settlement Payment and her individual Aggrieved Employee Payment, in recognition
14 of her efforts and risks in assisting with the prosecution of the Action.

15 II. "Settlement" means the disposition of the Action pursuant to this Agreement.

16 JJ. "Settlement Administration Costs" shall mean the amount paid to the Settlement
17 Administrator from the Gross Settlement Amount for administering the Settlement
18 pursuant to this Agreement currently estimated not to exceed \$13,990.00.

19 KK. "Settlement Administrator" means Apex Class Action LLC, located at 18 Technology
20 Drive, Suite 164 Irvine, CA 92618; Tel: (800) 355-0700. The Settlement
21 Administrator establishes, designates, and maintains, as a QSF under Internal
22 Revenue Code section 468B and Treasury Regulation section 1.468B-1, into which
23 the amount of the Gross Settlement Amount is deposited for the purpose of resolving
24 the claims of Settlement Class Members. The Settlement Administrator shall maintain
25 the funds until distribution in an account(s) segregated from the assets of the Parties
26 and any person related to the Parties. Any interest accrued will be added to the NSA
27 and distributed to the Settlement Class Members except that if final approval is
28 reversed on appeal, then Defendants are entitled to prompt return of the principal and

all interest accrued.

LL. “Settlement Class Members” or “Settlement Class” means all Class Members who have not submitted a timely and valid request for exclusion as provided in this Agreement.

MM. “Workweeks,” shall mean any seven (7) consecutive days beginning on Sunday and ending on Saturday, in which a Class Member was employed by Defendants during the Class Period in California. The Settlement Administrator will calculate the Workweeks based on the Class Data and will be presumed to be correct unless a particular Class Member proves otherwise to the Settlement Administrator by credible written evidence. All Workweek disputes will be resolved and decided by the Settlement Administrator, and the Settlement Administrator's decision on all Workweek disputes will be final and non-appealable.

II. RECITALS

A. On January 7, 2022, Plaintiff filed a Notice of Violations with the Labor and Workforce Development Agency (LWDA) and served the same on Defendants.

B. On March 16, 2022, Plaintiff filed a Class Action complaint in the San Diego Superior Court, Case No. 37-2022-00010114-CU-OE-CTL, alleging claims for:

1. Unfair Competition in Violation of Cal. Bus. & Prof. Code §17200 *et seq*;
2. Failure to Pay Minimum Wages in Violation of Cal. Lab. Code §§ 1194, 1197 & 1197.1;
3. Failure to Pay Overtime Wages in Violation of Cal. Lab. Code §§ 510, *et seq*;
4. Failure to Provide Required Meal Periods in Violation of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order;
5. Failure to Provide Required Rest Periods in Violation of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order;
6. Failure to Provide Accurate Itemized Statements in Violation of Cal. Lab. Code § 226;

7. Failure to Reimburse Employees for Required Expenses in Violation of Cal. Lab. Code § 2802;

8. Failure to Provide Wages When Due in Violation of Cal. Lab. Code §§ 201, 202 and 203; and

9. Violation Of The Private Attorneys General Act in Violation of Cal. Lab. Code §§ 2698 *et seq.*

C. On May 11, 2022, Plaintiff filed the Operative Complaint adding Norman Yousif as a named Defendant.

D. On October 1, 2024, the Parties participated in a full day mediation with mediator Hon. Steven R. Denton (Ret.). The mediation concluded with a settlement after both sides agreed to a Mediator's proposal, which was subsequently memorialized in the form of a Memorandum of Understanding ("MOU").

E. The Class Representative believes she has claims based on alleged violations of the California Labor Code, and the Industrial Welfare Commission Wage Orders, and that class certification is appropriate because the prerequisites for class certification can be satisfied in the Action, and this action is manageable as a PAGA representative action.

F. Defendants deny any liability or wrongdoing of any kind associated with the claims alleged in the Action, dispute any wages, damages and penalties claimed by the Class Representative, alleged in the Operative Complaint, and/or alleged in the Class Representative's PAGA notices to the LWDA are owed, and further contend that, for any purpose other than settlement, the Action is not appropriate for class or representative action treatment. Defendants contend, among other things, that at all times they complied with the California Labor Code and the Industrial Welfare Commission Wage Orders.

G. The Class Representative is represented by Class Counsel. Class Counsel investigated the facts relevant to the Action, including conducting an independent investigation as to the allegations and reviewing documents and information exchanged through

1 formal discovery, and reviewing documents and information provided by Defendants
2 informally to prepare for mediation. Defendants produced for the purpose of
3 settlement negotiations certain employment data concerning the Class, which Class
4 Counsel reviewed and analyzed with the assistance of an expert. Based on their own
5 independent investigation and evaluation, Class Counsel are of the opinion that the
6 Settlement with Defendants is fair, reasonable, and adequate, and is in the best interest
7 of the Class considering all known facts and circumstances, including the risks of
8 significant delay, defenses asserted by Defendants, uncertainties regarding class
9 certification, and numerous potential appellate issues. Although they deny any
10 liability, Defendants agree to this Settlement solely to avoid the inconveniences and
11 cost of further litigation. The Parties and their counsel have agreed to settle the claims
12 on the terms set forth in this Agreement.

13 H. This Agreement replaces and supersedes the Memorandum of Understanding and any
14 other agreements, understandings, or representations between the Parties. This
15 Agreement represents a compromise and settlement of highly disputed claims.
16 Nothing in this Agreement is intended or will be construed as an admission by
17 Defendants that the claims in the Action of Plaintiff or the Class Members have merit
18 or that Defendants bear any liability to Plaintiff or the Class or the State of California
19 (including the LWDA) or the Aggrieved Employees on those claims or any other
20 claims, or as an admission by Plaintiff that Defendants' defenses in the Action have
21 merit.

22 I. The Parties believe that the Settlement is fair, reasonable, and adequate. The
23 Settlement was arrived at through arm's-length negotiations, considering all relevant
24 factors. The Parties recognize the uncertainty, risk, expense, and delay attendant to
25 continuing the Action through trial and any appeal. Accordingly, the Parties desire to
26 settle, compromise and discharge all disputes and claims arising from or relating to
27 the Action fully, finally, and forever.

J. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the settlement does not become effective, Defendants reserve the right to contest certification of any class for any reason and reserve all available defenses to the claims in the Action. The Settlement, this Agreement, and the Parties' willingness to settle the Action will have no bearing on and will not be admissible in connection with any litigation.

Based on these Recitals that are a part of this Agreement, the Parties agree as follows:

III. TERMS OF AGREEMENT

A. Settlement Consideration and Settlement Payments by Defendants.

1. Settlement Consideration. In full and complete settlement of the Action, and in exchange for the releases set forth below, pursuant to the funding schedule set forth in Section I(N), Defendants will pay the sum of Six Hundred Ninety Thousand Dollars and Zero Cents (\$690,000.00). The Gross Settlement Amount will be used to pay the Individual Settlement Payments, the Service Award, the Class Counsel Award, PAGA Payment, and the Settlement Administration Costs, as specified in this Agreement of. The Parties agree that this is a non-reversionary Settlement and that no portion of the Gross Settlement Amount shall revert to Defendants. Other than the Defendants' share of employer payroll taxes and as provided in Section III.A.2 below, Defendants shall not be required to pay more than the Gross Settlement Amount.

2. Class Size and Escalator Clause. The Parties negotiated the Settlement based on data provided by Defendants showing that the Class was comprised of approximately 572 individuals who collectively worked approximately 24,000 Workweeks through September 30, 2024. In regard hereto, within ten (10) days prior to filing of the Motion for Preliminary Approval, Defendants will provide the Settlement Administrator with updated Class Data in order to administer the Settlement, which Defendants will in good faith compile from

1 their records. If the actual number of Workweeks worked during the Class
2 Period exceeds the above number by more than 10%, there will be a
3 proportional increase of the settlement amount, as to the workweeks which
4 exceed 10% above the current work week numbers. However, Defendants
5 may, in their sole discretion, adjust the length of the Class and PAGA Periods
6 by moving the end date of the Class Period and PAGA Period to the date on
7 which the total workweeks amounted to 24,000 so as to avoid triggering the
8 Escalator Clause.

9 3. Settlement Payment. Defendant shall deposit the Gross Settlement Amount
10 into the QSF, through the Settlement Administrator in accordance with section
11 I(N) above. Within fifteen (15) calendar days after Defendants fully fund the
12 Gross Settlement Amount in accordance with Section I(N) above or within
13 fifteen (15) calendar days after Effective Date, whichever is later, the
14 Settlement Administrator will mail checks for all Individual Settlement
15 Payments and all Aggrieved Employees Payments, the LWDA Payment, the
16 Class Counsel Award, the Settlement Administration Costs, the Service
17 Award. However, Disbursement of the Class Counsel Award and the
18 Settlement Administration Costs shall not precede disbursement of Individual
19 Settlement Payments and Individual Aggrieved Employee Payments. Any
20 interest accrued will be added to the NSA and distributed to the Settlement
21 Class Members except that if final approval is reversed on appeal, then
22 Defendants are entitled to prompt return of the principal and all interest
23 accrued.

24 4. Defendants' Share of Payroll Taxes. Defendants' share of employer-side
25 payroll taxes is due separately and in addition to the Gross Settlement Amount
26 and shall be paid together with the Gross Settlement Amount on the Funding
27 Date with the Seventeenth or Final Installment.

- 1 B. Release by Settlement Class Members. As of the occurrence of the Effective Date and
2 the Funding Date, in exchange for the consideration set forth in this Agreement,
3 Plaintiff and the Settlement Class Members release the Released Parties from the
4 Released Class Claims for the Class Period.
- 5 C. Release by the Plaintiff, the LWDA, the State of California, and Aggrieved
6 Employees. As of the occurrence of the Effective Date and the Funding Date, in
7 exchange for the consideration set forth in this Agreement, the Plaintiff as agent and
8 proxy of the State of California (including the LWDA), , and the State of California
9 (including the LWDA and all individuals who seek to serve as agent and proxy of the
10 State of California in bringing PAGA claims) shall be deemed to release the Released
11 Parties from the Released PAGA Claims for the PAGA Period. Because future PAGA
12 claims are subject to claims preclusion as of the release date defined in Section I(X),,
13 from that day forward, the State of California cannot bring any Released PAGA
14 Claims against Defendants, nor can any individual bring any of the Released PAGA
15 claims in the future as agent and proxy of the State of California against Defendants.
- 16 D. General Release by Plaintiff. As of the occurrence of the Effective Date and the
17 Funding Date, for the consideration set forth in this Agreement, Plaintiff waives,
18 releases, acquits and forever discharges the Released Parties from any and all claims,
19 whether known or unknown, which exist or may exist on either Plaintiff's behalf as of
20 the date of this Agreement, including but not limited to any and all tort claims, contract
21 claims, wage claims, wrongful termination claims, disability claims, benefit claims,
22 public policy claims, retaliation claims, statutory claims, personal injury claims,
23 emotional distress claims, invasion of privacy claims, defamation claims, fraud claims,
24 quantum meruit claims, and any and all claims arising under any federal, state or other
25 governmental statute, law, regulation or ordinance, including, but not limited to claims
26 for violation of the Fair Labor Standards Act, the California Labor Code, the Wage
27 Orders of California's Industrial Welfare Commission, other state wage and hour laws,
28 the Americans with Disabilities Act, the Age Discrimination in Employment Act

(ADEA), the Employee Retirement Income Security Act, Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, the California Family Rights Act, the Family Medical Leave Act, California's Whistleblower Protection Act, California Business & Professions Code Section 17200 et seq., and any and all claims arising under any federal, state or other governmental statute, law, regulation or ordinance. Plaintiff also waives and relinquishes any and all claims, rights or benefits that he may have under California Civil Code § 1542, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Thus, notwithstanding the provisions of section 1542, and to implement a full and complete release and discharge of the Released Parties, Plaintiff expressly acknowledges this Settlement Agreement is intended to include in its effect, without limitation, all claims Plaintiff does not know or suspect to exist in Plaintiff's favor at the time of signing this Settlement Agreement, and that this Settlement Agreement contemplates the extinguishment of any such claims. Plaintiff warrants that Plaintiff has read this Settlement Agreement, including this waiver of California Civil Code section 1542, and that Plaintiff has consulted with or had the opportunity to consult with counsel of Plaintiff's choosing about this Settlement Agreement and specifically about the waiver of section 1542, and that Plaintiff understands this Settlement Agreement and the section 1542 waiver, and so Plaintiff freely and knowingly enters into this Settlement Agreement. Plaintiff further acknowledges that Plaintiff later may discover facts different from or in addition to those Plaintiff now knows or believes to

1 be true regarding the matters released or described in this Settlement Agreement, and
2 even so Plaintiff agrees that the releases and agreements contained in this Settlement
3 Agreement shall remain effective in all respects notwithstanding any later discovery
4 of any different or additional facts. Plaintiff expressly assumes any and all risk of any
5 mistake in connection with the true facts involved in the matters, disputes, or
6 controversies released or described in this Settlement Agreement or with regard to any
7 facts now unknown to Plaintiff relating thereto.

8 E. Conditions Precedent: This Settlement will become final and effective only upon the
9 occurrence of all of the following events:

- 10 1. The Court enters an order granting preliminary approval of the Settlement;
- 11 2. The Court enters an order granting final approval of the Settlement and a Final
12 Judgment;
- 13 3. If an objector appears at the final approval hearing, the time for appeal of the
14 Final Judgment and Order Granting Final Approval of Class Action
15 Settlement expires; or, if an appeal is timely filed, there is a final resolution of
16 any appeal from the Judgment and Order Granting Final Approval of Class
17 Action Settlement; and
- 18 4. Defendants fully fund the Gross Settlement Amount.

19 F. Nullification of Settlement Agreement. If the Court does not preliminarily or finally
20 approve this Settlement Agreement, fails to become effective, or is reversed,
21 withdrawn, or materially modified by the Court, or in any way prevents or prohibits
22 Defendants from obtaining a complete resolution of the Released Class Claims and
23 Released PAGA Claims, or if Defendants fail to fully fund the Gross Settlement
24 Amount:

- 25 1. This Settlement Agreement shall be void *ab initio* and of no force or effect,
26 and shall not be admissible in any judicial, administrative, or arbitral
27 proceeding for any purpose or with respect to any issue, substantive or
28 procedural;

2. The conditional class certification (obtained for any purpose) shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative, or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural; and

3. None of the Parties to this Settlement will be deemed to have waived any claims, objections, defenses, or arguments in the Action, including with respect to the issue of class certification.

G. In the event that Defendants fail to fully fund the Gross Settlement Amount, Defendants shall bear the sole responsibility for any cost to issue or reissue any curative notice to the Settlement Class Members and all Settlement Administration Costs incurred to the date of nullification.

H. Certification of the Class. The Parties stipulate to conditional class certification of the Class for the Class Period for purposes of settlement only. In the event that this Settlement is not approved by the Court, fails to become effective, or is reversed, withdrawn or modified by the Court, or in any way prevents or prohibits Defendants from obtaining a complete resolution of the Released Class Claims and Released PAGA Claims, the conditional class certification (obtained for any purpose) shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural. Defendants expressly reserve their right to oppose class certification in the Action or any other action should this Settlement not become effective.

I. Tax Liability. The Parties make no representations as to the tax treatment or legal effect of the payments called for, and Plaintiff, the Class Members and/or Aggrieved Employees are not relying on any statement or representation by the Parties in this regard. Plaintiff, Class Members and/or Aggrieved Employees understand and agree that they will be responsible for the payment of any taxes and penalties assessed on any Service Award, the Individual Settlement Payments and/or Aggrieved Employees'

1 individual shares of the Aggrieved Employee Payment described and will be solely
2 responsible for any penalties or other obligations resulting from their personal tax
3 reporting of the Service Award, Individual Settlement Payments and/or Aggrieved
4 Employees' individual shares of the Aggrieved Employee Payment.

5 J. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section,
6 the "acknowledging party" and each Party to this Agreement other than the
7 acknowledging party, an "other party") acknowledges and agrees that: (1) no provision
8 of this Agreement, and no written communication or disclosure between or among the
9 Parties or their attorneys and other advisers, is or was intended to be, nor shall any
10 such communication or disclosure constitute or be construed or be relied upon as, tax
11 advice within the meaning of United States Treasury Department circular 230 (31 CFR
12 part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his,
13 her or its own, independent legal and tax counsel for advice (including tax advice) in
14 connection with this Agreement, (b) has not entered into this Agreement based upon
15 the recommendation of any other Party or any attorney or advisor to any other Party,
16 and (c) is not entitled to rely upon any communication or disclosure by any attorney
17 or adviser to any other party to avoid any tax penalty that may be imposed on the
18 acknowledging party, and (3) no attorney or adviser to any other Party has imposed
19 any limitation that protects the confidentiality of any such attorney's or adviser's tax
20 strategies (regardless of whether such limitation is legally binding) upon disclosure by
21 the acknowledging party of the tax treatment or tax structure of any transaction,
22 including any transaction contemplated by this Agreement.

23 K. Preliminary Approval Motion. As soon thereafter as practicable after the execution of
24 this Agreement, Plaintiff shall file with the Court a Motion for Order Granting
25 Preliminary Approval and supporting papers, which shall include this Settlement
26 Agreement. Plaintiff will provide Defendants with a draft of the Motion at least three
27 (3) business days prior to the filing of the Motion to give Defendants an opportunity
28 to review and comment upon the Motion.

1 L. Settlement Administrator. The Settlement Administrator shall be responsible for:
2 establishing and administering the QSF; calculating, processing and mailing payments
3 to the Class Representative, Class Counsel, LWDA, Aggrieved Employees, and Class
4 Members; printing and mailing the Notice Packets to the Class Members as directed
5 by the Court; receiving and reporting the objections and requests for exclusion;
6 calculating, deducting and remitting all legally required taxes from Individual
7 Settlement Payments and distributing tax forms for the Wage Portion, the Penalties
8 Portion and the Interest Portion of the Individual Settlement Payments and/or
9 Aggrieved Employees' individual shares of the Aggrieved Employee Payment;
10 processing and mailing tax payments to the appropriate state and federal taxing
11 authorities; providing declaration(s) as necessary in support of preliminary and/or final
12 approval of this Settlement; and other tasks as the Parties mutually agree or the Court
13 orders the Settlement Administrator to perform. The Settlement Administrator shall
14 keep the Parties timely apprised of the performance of all Settlement Administrator
15 responsibilities by among other things, sending a weekly status report to the Parties'
16 counsel stating the date of the mailing, the of number of opt outs from the Settlement
17 it receives (including the numbers of valid and deficient), and number of objections
18 received.

19 M. Notice Procedure.

20 1. Class Data. No later than ten (10) business before the Preliminary Approval
21 Hearing Date, Defendants shall provide the Settlement Administrator with the
22 Class Data for purposes of preparing and mailing Notice Packets to the Class
23 Members.

24 2. Notice Packets.

25 a) The Notice Packet shall contain the Notice of Class and PAGA
26 Representative Action Settlement in a form substantially similar to the
27 form attached as **Exhibit A**. The Notice of Class and PAGA
28 Representative Action Settlement shall inform Class Members and

1 Aggrieved Employees that they need not do anything in order to
2 receive an Individual Settlement Payment and/or Aggrieved
3 Employees' individual shares of the Aggrieved Employee Payment
4 and to keep the Settlement Administrator apprised of their current
5 mailing address, to which the Individual Settlement Payments and/or
6 Aggrieved Employees' individual shares of the Aggrieved Employee
7 Payment will be mailed following the Funding Date. The Notice of
8 Class Action Settlement shall set forth the release to be given by all
9 members of the Class who do not request to be excluded from the
10 Settlement Class and/or Aggrieved Employees in exchange for an
11 Individual Settlement Payment and/or Aggrieved Employees'
12 individual shares of the Aggrieved Employee Payment, the number of
13 Workweeks worked by each Class Member during the Class Period,
14 and number of PAGA Periods worked by each Aggrieved Employee
15 during the PAGA Period, if any, and the estimated amount of their
16 Individual Settlement Payment if they do not request to be excluded
17 from the Settlement and each Aggrieved Employees' share of the
18 Aggrieved Employee Payment, if any. The Settlement Administrator
19 shall use the Class Data to determine Class Members' Workweeks and
20 PAGA Pay Periods. The Notice will also advise the Aggrieved
21 Employees that they will be deemed to release the Released PAGA
22 Claims and will receive their share of the Aggrieved Employee
23 Payment regardless of whether they request to be excluded from the
24 Settlement.

- 25 b) The Notice Packet's mailing envelope shall include the following
26 language: "IMPORTANT LEGAL DOCUMENT- YOU MAY BE
27 ENTITLED TO PARTICIPATE IN A CLASS AND PAGA ACTION
28 SETTLEMENT; A PROMPT REPLY TO CORRECT YOUR

ADDRESS IS REQUIRED AS EXPLAINED IN THE ENCLOSED
NOTICE.”

3. Notice by First Class U.S. Mail. Upon receipt of the Class Data, the Settlement Administrator will perform a search based on the National Change of Address Database to update and correct any known or identifiable address changes. No later than twenty-one (21) calendar days after preliminary approval of the Settlement, the Settlement Administrator shall mail copies of the Notice Packet to all Class Members via regular First-Class U.S. Mail and electronic mail. The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Class Member. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Class Member.
4. Undeliverable Notices. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to any forwarding address provided within seven (7) days of receiving the returned notice. If no forwarding address is provided, the Settlement Administrator shall promptly attempt to determine a correct address by lawful use of skip-tracing, or other search using the name, address and/or Social Security number of the Class Member involved, and shall then perform a re-mailing, if another mailing address is identified by the Settlement Administrator. In addition, if any Class Member who is currently employed by Defendants, is returned to the Settlement Administrator, as non-delivered and no forwarding address is provided, the Settlement Administrator shall notify Defendants. Defendants will request that the currently employed Class Member provide a corrected address and transmit to the Settlement Administrator any corrected address provided by the Class Member. Class Members who receive a re-mailed Notice Packet shall have their Response Deadline extended fifteen (15) days from the original Response Deadline.

- 1 5. Disputes Regarding Individual Settlement Payments. Class Members will
2 have the opportunity, should they disagree with Defendants' records regarding
3 the start and end dates of employment, to provide documentation and/or an
4 explanation to show contrary dates. If there is a dispute, the Settlement
5 Administrator will consult with the Parties to determine whether an
6 adjustment is warranted. The Settlement Administrator shall determine the
7 eligibility for, and the amounts of, any Individual Settlement Payments under
8 the terms of this Agreement. The Settlement Administrator's determination
9 of the eligibility for and amount of any Individual Settlement Payment shall
10 be binding upon the Class Member and the Parties.
- 11 6. Disputes Regarding Administration of Settlement. Any disputes not resolved
12 by the Settlement Administrator concerning the administration of the
13 Settlement will be resolved by the Court under the laws of the State of
14 California. Before any such involvement of the Court, counsel for the Parties
15 will confer in good faith to resolve the disputes without the necessity of
16 involving the Court.
- 17 7. Exclusions. The Class Notice contained in the Notice Packet shall state that
18 Class Members who wish to exclude themselves from the Settlement must
19 submit a written request for exclusion by the Response Deadline. The written
20 request for exclusion must state that the Class Member wishes to exclude
21 himself or herself from the Settlement and (1) must contain the name, address,
22 and the last four digits of the Social Security number of the person requesting
23 exclusion; (2) must be signed by the Class Member; (3) must be postmarked
24 or fax stamped by the Response Deadline and returned to the Settlement
25 Administrator at the specified address or fax telephone number; and (4)
26 contain a typewritten or handwritten notice stating in substance: "I wish to
27 opt out of the settlement of the class action lawsuit entitled *Lowe v. Ash's*
28 *First, LLC, et al.*, currently pending in the San Diego Superior Court, Case

No. 37-2022-00010114-CU-OE-CTL. I understand that by requesting to be excluded from the settlement, I will receive no money from the Settlement described in this Notice.” The request for exclusion will not be valid if it is not timely submitted, if the Class Member does not sign it, or if it does not contain the name and address and last four digits of the Social Security number of the Class Member. The date of the postmark on the mailing envelope or fax stamp on the request for exclusion shall be the exclusive means used to determine whether the request for exclusion was timely submitted. Any Class Member who requests to be excluded from the Settlement Class will not be entitled to an Individual Class Payment and will not be otherwise bound by the terms of the Settlement or have any right to object, appeal or comment thereon. However, any Class Member that submits a timely request for exclusion that is also an Aggrieved Employee will still receive his/her pro rata share of the PAGA Payment, as specified below, and in consideration, will be bound by the Release by the Aggrieved Employees as set forth herein. Settlement Class Members who fail to submit a valid and timely written request for exclusion on or before the Response Deadline shall be bound by all terms of the Settlement and any final judgment entered in this Action if the Court approves the Settlement. No later than fourteen (14) calendar days after the Response Deadline, the Settlement Administrator shall provide counsel for the Parties with a final list of the Class Members who have timely submitted written requests for exclusion. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage members of the Class to submit requests for exclusion from the Settlement.

8. Objections. The Notice of Class Action Settlement contained in the Notice Packet shall state that Class Members who wish to object to the Settlement may submit to the Settlement Administrator a written statement of objection (“Notice of Objection”) by the Response Deadline. The postmark date of

1 mailing shall be deemed the exclusive means for determining that a Notice of
2 Objection was served timely. The Notice of Objection, if in writing, must be
3 signed by the Settlement Class Member and state: (1) the case name and
4 number; (2) the name of the Settlement Class Member; (3) the address of the
5 Settlement Class Member; (4) the last four digits of the Settlement Class
6 Member's Social Security number; (5) the basis for the objection; and (6) if
7 the Settlement Class Member intends to appear at the Final
8 Approval/Settlement Fairness Hearing. Settlement Class Members who fail
9 to make objections in writing in the manner specified above may still make
10 their objections orally at the Final Approval/Settlement Fairness Hearing with
11 the Court's permission. Settlement Class Members will have a right to appear
12 at the Final Approval/Settlement Fairness Hearing to have their objections
13 heard by the Court regardless of whether they submitted a written objection.
14 At no time shall any of the Parties or their counsel seek to solicit or otherwise
15 encourage Class Members to file or serve written objections to the Settlement
16 or appeal from the Order and Final Judgment. Class Members who submit a
17 written request for exclusion may not object to the Settlement. Class Members
18 may not object to the PAGA Payment.

19 N. Funding and Allocation of the Gross Settlement Amount. Defendants are required to
20 pay the Gross Settlement Amount plus any employer's share of payroll taxes as
21 mandated by law within the time specified hereinabove on the Funding Date as
22 described in I(N).

23 1. Calculation of Individual Settlement Payments. Individual Settlement
24 Payments shall be paid from the Net Settlement Amount and shall be paid
25 pursuant to the formula set forth herein. Using the Class Data, the Settlement
26 Administrator shall add up the total number of Workweeks for all Class
27 Members. The respective Workweeks for each Class Member will be divided
28 by the total Workweeks for all Class Members, resulting in the Payment Ratio

1 for each Class Member. Each Class Member's Payment Ratio will then be
2 multiplied by the Net Settlement Amount to calculate each Class Member's
3 estimated Individual Settlement Payment. Each Individual Settlement
4 Payment will be reduced by any legally mandated employee tax withholdings
5 (e.g., employee payroll taxes, etc.). Individual Settlement Payments for Class
6 Members who submit valid and timely requests for exclusion will be
7 redistributed to Settlement Class Members who do not submit valid and timely
8 requests for exclusion on a pro rata basis based on their respective Payment
9 Ratios.

10 2. Calculation of Individual Payments to the Aggrieved Employees. Using the
11 Class Data, the Settlement Administrator shall add up the total number of
12 PAGA Pay Periods for all Aggrieved Employees during the PAGA Period.
13 The respective PAGA Pay Periods for each Aggrieved Employees will be
14 divided by the total PAGA Pay Periods for all Aggrieved Employees, resulting
15 in the "PAGA Payment Ratio" for each Aggrieved Employee. Each
16 Aggrieved Employee's PAGA Payment Ratio will then be multiplied by the
17 Aggrieved Employee Payment to calculate each Aggrieved Employee's
18 estimated share of the Aggrieved Employee Payment.

19 3. Allocation of Individual Settlement Payments. For tax purposes, Individual
20 Settlement Payments shall be allocated and treated as 15% wages ("Wage
21 Portion") and 85% penalties ("Penalties and Interest Portion"). The Wage
22 Portion of the Individual Settlement Payments shall be reported on IRS Form
23 W-2 and the Penalty and Interest Portion of the Individual Settlement
24 Payments shall be reported on IRS Form 1099 issued by the Settlement
25 Agreement.

26 4. Allocation of Aggrieved Employee Payments. For tax purposes, Aggrieved
27 Employee Settlement Payments shall be allocated and treated as 100%
28 penalties and shall be reported on IRS Form 1099.

1 5. No Credit Toward Benefit Plans. The Individual Settlement Payments and
2 individual shares of the PAGA Payment made to Settlement Class Members
3 and/or Aggrieved Employees under this Settlement Agreement, as well as any
4 other payments made pursuant to this Settlement Agreement, will not be
5 utilized to calculate any additional benefits under any benefit plans to which
6 any Class Members may be eligible, including, but not limited to profit-
7 sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans,
8 sick leave plans, PTO plans, and any other benefit plan. Rather, it is the
9 Parties' intention that this Settlement Agreement will not affect any rights,
10 contributions, or amounts to which any Class Members and/or Aggrieved
11 Employees may be entitled under any benefit plans.

12 6. All monies received by Plaintiff and the Settlement Class Members under the
13 Settlement which are attributable to wages shall constitute income to Plaintiff
14 and such Settlement Class Members solely in the year in which such monies are
15 received by Plaintiff and the Settlement Class Members. It is the intent of the
16 Parties that Individual Settlement Payments and individual shares of the PAGA
17 Payment provided for in this Settlement agreement are the sole payments to be
18 made by Defendants to Plaintiff, the Settlement Class Members and/or
19 Aggrieved Employees in connection with this Settlement Agreement and that
20 Plaintiff, the Settlement Class Members and/or Aggrieved Employees are not
21 entitled to any new or additional compensation or benefits as a result of having
22 received the Individual Settlement Payments and/or their shares of the
23 Aggrieved Employee Payment.

24 7. Mailing. Individual Settlement Payments and Aggrieved Employee Payments
25 shall be mailed by regular First-Class U.S. Mail to Settlement Class Members'
26 and/or Aggrieved Employees' last known mailing address no later than fifteen
27 (15) business days after the funding of the Seventeenth or Final Installment or
28 the Effective Date, whichever is later.

1 8. Expiration. Any checks issued to Settlement Class Members and Aggrieved
2 Employees shall remain valid and negotiable for one hundred and eighty (180)
3 days from the date of their issuance. If a Settlement Class Member and/or
4 Aggrieved Employee does not cash his or her settlement check within ninety
5 (90) days, the Settlement Administrator will send a letter to such persons,
6 advising that the check will expire after the 180th day, and invite that
7 Settlement Class Member and/or Aggrieved Employees to request reissuance
8 in the event the check was destroyed, lost, or misplaced. In the event an
9 Individual Settlement Payment and/or Aggrieved Employee's individual
10 share of the PAGA Payment check has not been cashed within one hundred
11 and eighty (180) days, all funds represented by such uncashed checks, plus
12 any interest accrued thereon, shall be paid to the Community Law Project, a
13 Cy Pres, in accordance with California Code of Civil Procedure section 384.
14 The Parties agreed that under this procedure, there is no residue as the entire
15 Gross Settlement Amount will be distributed.

16 9. Service Award. In addition to the Individual Settlement Payment as a
17 Settlement Class Member and her individual share of the Aggrieved
18 Employee Payment, Plaintiff will apply to the Court for an award of not more
19 than \$10,000.00, as the Service Award. Defendants will not oppose a Service
20 Award of not more than \$10,000.00 for Plaintiff. The Settlement
21 Administrator shall pay the Service Award, either in the amount stated herein
22 if approved by the Court or some other amount as approved by the Court, to
23 Plaintiff from the Gross Settlement Amount no later than fifteen (15) calendar
24 days after the Funding Date or the Effective Date, whichever is later. Any
25 portion of the requested Service Award that is not awarded to the Class
26 Representative shall be part of the Net Settlement Amount and shall be
27 distributed to Settlement Class Members as provided in this Agreement. The
28 Settlement Administrator shall issue an IRS Form 1099 — MISC to Plaintiff

1 for her Service Award. Plaintiff shall be solely and legally responsible to pay
2 any and all applicable taxes on her Service Award and shall hold harmless the
3 Released Parties from any claim or liability for taxes, penalties, or interest
4 arising as a result of the Service Award. Approval of this Settlement shall not
5 be conditioned on Court approval of the requested amount of the Service
6 Award. If the Court reduces or does not approve the requested Service Award,
7 Plaintiff shall not have the right to revoke the Settlement, and it will remain
8 binding.

- 9 10. Class Counsel Award. Defendants understand, and will not oppose, a motion
10 for attorneys' fees not to exceed one-third of the Gross Settlement Amount
11 currently estimated to be Two Hundred, Thirty Thousand Dollars and Zero
12 Cents (\$230,000.00) **and** attorneys' expenses supported by declaration not to
13 exceed Forty Thousand Dollars and Zero Cents (\$40,000.00). Any awarded
14 Class Counsel Award shall be paid from the Gross Settlement Amount. Any
15 portion of the requested attorneys' fees and/or attorneys' expenses that are not
16 awarded to Class Counsel shall be part of the Net Settlement Amount and shall
17 be distributed to Settlement Class Members as provided in this Agreement.
18 The Settlement Administrator shall allocate and pay the attorneys' fees to
19 Class Counsel from the Gross Settlement Amount no later than fifteen (15)
20 calendar days after the Funding Date or the Effective Date, whichever is later.
21 Class Counsel shall be solely and legally responsible to pay all applicable
22 taxes on the payment made pursuant to this paragraph. The Settlement
23 Administrator shall issue an IRS Form 1099 — MISC to Class Counsel for
24 the payments made pursuant to this paragraph. If the Court reduces or does
25 not approve the requested attorneys' fees, Plaintiff and Class Counsel shall
26 not have the right to revoke the Settlement, or to appeal such order, and the
27 Settlement will remain binding.

11. PAGA Payment. Thirty Thousand Dollars and Zero Cents (\$30,000.00) shall be allocated from the Gross Settlement Amount for settlement of claims for civil penalties under the Private Attorneys General Act of 2004 (“PAGA Payment”). The Settlement Administrator shall pay seventy-five percent (75%) of the PAGA Payment (\$22,500.00) to the California Labor and Workforce Development Agency (hereinafter “LWDA Payment”) no later than fifteen (15) calendar days after the Funding Date or the Effective Date, whichever is later. Twenty-five percent (25%) of the PAGA Payment (\$7,500.00) will be distributed to the Aggrieved Employees as described in this Agreement (hereinafter “Aggrieved Employee Payment”). For purposes of distributing the PAGA Payment to the Aggrieved Employees, each Aggrieved Employee shall receive their pro-rata share of the Aggrieved Employee Payment using the PAGA Payment Ratio as defined above.

12. Settlement Administration Costs. The Settlement Administrator shall be paid for the costs of administration of the Settlement from the Gross Settlement Amount. The estimate of the Settlement Administration Costs is \$13,990.00. The Settlement Administrator shall be paid the Settlement Administration Costs no later than fifteen (15) calendar days after the Funding Date or Effective Date, whichever is later.

O. Final Approval Motion. Class Counsel and Plaintiff shall use best efforts to file with the Court a Motion for Order Granting Final Approval and Entering Judgment, within twenty-eight (28) days following the expiration of the Response Deadline, which motion shall request final approval of the Settlement and a determination of the amounts payable for the Service Award, the Class Counsel Award, the PAGA Payment, and the Settlement Administration Costs. Plaintiff will provide Defendants with a draft of the Motion at least three (3) business days prior to the filing of the Motion to give Defendants an opportunity to propose changes or additions to the Motion.

1. Declaration by Settlement Administrator. No later than seven (7) days after the Response Deadline, the Settlement Administrator shall submit a declaration in support of Plaintiff's motion for final approval of this Settlement detailing the number of Notice Packets mailed and re-mailed to Class Members, the number of undeliverable Notice Packets, the number of timely requests for exclusion, the full names of any Class Members who opt out of the Settlement, the number of objections received, the amount of the average, lowest, and highest Individual Settlement Payments, the amount of the average, lowest, and highest Aggrieved Employee Payments, the Settlement Administration Costs, and any other information as the Parties mutually agree or the Court orders the Settlement Administrator to provide.

2. Final Approval Order and Judgment. Class Counsel shall present an Order Granting Final Approval of Class Action Settlement to the Court for its approval, and Judgment thereon, at the time Class Counsel files the Motion for Final Approval.

P. Review of Motions for Preliminary and Final Approval. Class Counsel will provide an opportunity for Counsel for Defendants to review the Motions for Preliminary and Final Approval, including the Order Granting Final Approval of Class Action Settlement, and Judgment at least three (3) business days in advance of filing with the Court. The Parties and their counsel will cooperate with each other and use their best efforts to affect the Court's approval of the Motions for Preliminary and Final Approval of the Settlement, and entry of Judgment.

Q. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts to implement the Settlement.

R. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action, except such proceedings necessary to implement and complete the Settlement, pending the Final Approval/Settlement Fairness Hearing to be conducted by the Court.

- 1 S. Amendment or Modification. This Agreement may be amended or modified only by
2 a written instrument signed by counsel for all Parties or their successors-in-interest.
- 3 T. Entire Agreement. This Agreement and any attached Exhibit constitute the entire
4 Agreement among these Parties, and no oral or written representations, warranties or
5 inducements have been made to any Party concerning this Agreement or its Exhibit
6 other than the representations, warranties and covenants contained and memorialized
7 in this Agreement and its Exhibit.
- 8 U. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
9 represent they are expressly authorized by the Parties whom they represent to negotiate
10 this Agreement and to take all appropriate actions required or permitted to be taken by
11 such Parties pursuant to this Agreement to effectuate its terms, and to execute any other
12 documents required to effectuate the terms of this Agreement. The persons signing
13 this Agreement on behalf of Defendants represents and warrants that he/she is
14 authorized to sign this Agreement on behalf of Defendants. Plaintiff represents and
15 warrants that she is authorized to sign this Agreement and that she has not assigned
16 any claim, or part of a claim, covered by this Settlement to a third-party.
- 17 V. No Public Comment: The Parties and their counsel agree that they will not issue any
18 press releases, initiate any contact with the press, respond to any press inquiry, or have
19 any communication with the press about the fact, amount, or terms of the Settlement
20 Agreement. Class Counsel further agrees not to use the Settlement Agreement or any
21 of its terms for any marketing or promotional purposes. Nothing herein will restrict
22 Class Counsel from including publicly available information regarding this settlement
23 in future judicial submissions regarding Class Counsel's qualifications and experience.
24 Further, Class Counsel will not include, reference, or use the Settlement Agreement
25 for any marketing or promotional purposes, either before or after the Motion for
26 Preliminary Approval is filed.

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- 1 W. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure
2 to the benefit of, the successors or assigns of the Parties, as previously defined.
- 3 X. California Law Governs. All terms of this Agreement and the Exhibit and any disputes
4 shall be governed by and interpreted according to the laws of the State of California.
- 5 Y. Counterparts. This Agreement may be executed in one or more counterparts. All
6 executed counterparts and each of them shall be deemed to be one and the same
7 instrument provided that counsel for the Parties to this Agreement shall exchange
8 among themselves copies or originals of the signed counterparts.
- 9 Z. This Settlement Is Fair, Adequate, and Reasonable. The Parties believe this Settlement
10 is a fair, adequate, and reasonable settlement of this Action and have arrived at this
11 Settlement after extensive arms-length negotiations, considering all relevant factors,
12 present and potential.
- 13 AA. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with
14 respect to the interpretation, implementation, and enforcement of the terms of this
15 Agreement and all orders and judgments entered in connection therewith, and the
16 Parties and their counsel submit to the jurisdiction of the Court for purposes of
17 interpreting, implementing and enforcing the settlement and all orders and judgments
18 entered in connection with this Agreement.
- 19 BB. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,
20 the Court shall first attempt to construe the provisions valid to the fullest extent
21 possible consistent with applicable precedents so as to define all provisions of this
22 Agreement valid and enforceable.
- 23 CC. No Unalleged Claims. Plaintiff and Class Counsel represent that they do not currently
24 intend to pursue any claims against the Released Parties, including, but not limited to,
25 any and all claims relating to or arising from Plaintiff's employment with Defendants,
26 regardless of whether Class Counsel is currently aware of any facts or legal theories
27 upon which any claims or causes of action could be brought against Released Parties,
28 including those facts or legal theories alleged in the Operative Complaint in this

1 Action. The Parties further acknowledge, understand, and agree that this representation
2 is essential to the Agreement and that this Agreement would not have been entered
3 into were it not for this representation.

4 DD. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class
5 certification for purposes of this settlement only.

6 EE. No Admissions by the Parties. Plaintiff has claimed and continues to claim that the
7 Released Class Claims and Released PAGA Claims have merit and give rise to liability
8 on the part of Defendants. Defendants claim that the Released Class Claims and
9 Released PAGA Claims have no merit and do not give rise to liability. This Agreement
10 is a compromise of disputed claims. Nothing contained in this Agreement and no
11 documents referred to and no action taken to carry out this Agreement may be
12 construed or used as an admission by or against the Defendants or Plaintiff or Class
13 Counsel as to the merits or lack thereof of the claims asserted. Other than as may be
14 specifically set forth herein, each Party shall be responsible for and shall bear their
15 own attorney's fees and costs.

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19 **[THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.]**
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1 IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:

2 DATED: 10/22/2024

Alexa T Lowe
Alexa T Lowe (Oct 22, 2024 08:10 PDT)

4 ALEXA LOWE

5 IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANTS:

8 DATED: October 22, 2024 | 9:17 AM PDT

DocuSigned by:
Norman Yousif
B9309D0A3DF5465...
Defendant Ash's First LLC

10 Norman Yousif
11 Printed Name

12 Owner/CEO
13 Title

14 DATED: October 22, 2024 | 9:17 AM PDT

DocuSigned by:
Norman Yousif
B9309D0A3DF5465...
Defendant NYRN Management LLC

16 Norman Yousif
17 Printed Name

18 Owner/CEO
19 Title

20 DATED: October 22, 2024 | 9:17 AM PDT

DocuSigned by:
Norman Yousif
B9309D0A3DF5465...
Defendant SCZZ Collective, Inc. dba Upnorth

22 Norman Yousif
23 Printed Name

24 Owner/CEO
25 Title

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DATED: October 22, 2024 | 9:17 AM PDT

DocuSigned by:
Norman Yousif
B9309D0A3DF5465...
Defendant Area 29 LLC dba Off The Charts

Norman Yousif
Printed Name

Owner/CEO
Title

DATED: October 22, 2024 | 9:17 AM PDT

DocuSigned by:
Norman Yousif
B9309D0A3DF5465...
Defendant Norman Yousif

Norman Yousif
Printed Name

1 IT IS SO AGREED AS TO FORM BY COUNSEL:
2

3 DATED: October 22, 2024

JCL LAW FIRM, A.P.C.

4 By: 

5 Jean-Claude Lapuyade, Esq.

6 Attorneys for Plaintiff and the Settlement Class
7 Members
8

9 DATED: October 22, 2024

ZAKAY LAW GROUP, APLC

10 By: 

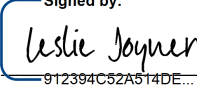
11 Shani O. Zakay, Esq.

12 Attorneys for Plaintiff and the Settlement Class
13 Members

14 DATED: October 22, 2024 | 9:31 AM PDT

GORDON REES SCULLY MANSUKHANI, LLP

Signed by:

15 By: 

16 912394C52A514DE...

17 Leslie Joyner, Esq.

18 Attorneys for Defendants
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EXHIBIT A

NOTICE OF PENDENCY OF CLASS AND PAGA REPRESENTATIVE ACTION SETTLEMENT AND FINAL HEARING DATE

(Alexa Lowe v. Ash's First LLC, et al, San Diego County Superior Court Case No. 37-2022-00010114-CU-OE-CTL)

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE
READ THIS NOTICE CAREFULLY.**

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. You will receive compensation but lose rights to sue separately. If you do nothing, you will be considered a Settlement Class Member and will receive a proportionate share of the Settlement. You will be bound by the terms of the Settlement and also give up any rights to pursue a separate legal action against Defendant and/or any of the Released Parties, as defined below, for the same or similar legal claims as those alleged in this lawsuit, as detailed in the Released Class Claims and Released PAGA Claims in Section 4 below.
Exclude Yourself	If you wish to exclude yourself from the Settlement, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion from the Class and Settlement, you will not be a member of the Settlement Class, you will receive no money from the Settlement, and you will not be able to make an objection to the Settlement, whether in writing, orally, by appeal or otherwise. However, you will retain the right to file a separate legal action. Please be aware that there are time limits for you to file a separate legal action. As discussed in Section 7, below, please also be aware that one of the claims in the Action is a claim for civil penalties under the Private Attorneys General Act ("PAGA"). If the Court approves this Settlement and you are a member of the PAGA Group, as defined below, you may not opt out of the PAGA portion of the Settlement. If you are in the PAGA Group, you will still receive your PAGA payment, and you will not be permitted to assert PAGA claims as an agent and proxy of the State of California against Defendants and the Released Parties based on the facts alleged in this Action, even if you ask to be excluded from the Settlement.
Object	You may write to the Court about why you believe the settlement should not be approved. If you believe the Settlement is unfair or you do not agree with the Settlement in any respect, you may object to the Settlement by submitting a written objection to the Settlement Administrator as explained below. You must remain a member of the Settlement Class to object to the Settlement. This means you cannot object to the Settlement if you also are asking to opt-out of the Settlement.

1. Why did I get this Notice?

A proposed class action settlement (the “Settlement”) of this lawsuit (the “Action”) pending in the Superior Court for the State of California, County of San Diego (the “Court”) has been reached between Plaintiff Alexa Lowe (“Plaintiff”) and Defendants Ash’s First LLC, NYRN Management LLC, SCZZ Collective, Inc. dba Upnorth, Area 29 LLC dba Off The Charts, and Norman Yousif. The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

You have received this Class Notice because you have been identified as a member of the Class, which is defined as:

All individuals who are or previously were employed by Defendant Ash’s First and/or Defendant NYRN and/or Defendant SCZZ and/or Defendant Area 29 (“Defendants”) in California and classified as non-exempt employees at any time during the period beginning March 16, 2018, through January 1, 2025 (“Class Period”).

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Notice carefully as your rights may be affected by the Settlement.

2. What is this class action lawsuit about?

On January 7, 2022, Plaintiff filed a Notice of Violations with the Labor and Workforce Development Agency (LWDA) and served the same on Defendants. On March 16, 2022, Plaintiff filed a Class Action complaint in the San Diego Superior Court, Case No. 37-2022-00010114-CU-OE-CTL (“Class Action”), alleging claims for: (1) Unfair Competition in Violation of Cal. Bus. & Prof. Code §17200 *et seq*; (2) Failure to Pay Minimum Wages in Violation of Cal. Lab. Code §§ 1194, 1197 & 1197.1; (3) Failure to Pay Overtime Wages in Violation of Cal. Lab. Code §§ 510, *et seq*; (4) Failure to Provide Required Meal Periods in Violation of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order; (5) Failure to Provide Required Rest Periods in Violation of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order; (6) Failure to Provide Accurate Itemized Statements in Violation of Cal. Lab. Code § 226; (7) Failure to Reimburse Employees for Required Expenses in Violation of Cal. Lab. Code § 2802; (8) Failure to Provide Wages When Due in Violation of Cal. Lab. Code §§ 201, 202 and 203; and (9) Violation Of The Private Attorneys General Act in Violation of Cal. Lab. Code §§ 2698 *et seq*.

Defendants expressly deny any liability or wrongdoing of any kind associated with the claims alleged in the Action, dispute any wages, damages and penalties claimed by the Class Representative are owed, and further contend that, for any purpose other than settlement, the Action is not appropriate for class or representative action treatment. Defendants contend, among other things, that at all times they complied with the law, including the California Unfair Competition law, the California Labor Code and the Industrial Welfare Commission Wage Orders at all times relevant to the action.

On October 1, 2024, the Parties participated in a full day mediation with mediator Hon. Steven R. Denton (Ret.). At the conclusion of the full-day mediation, the Parties were able to reach an agreement for settlement. The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firms of JCL Law Firm, APC, and Zakay Law Group, APLC, to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendants have agreed to pay an “all in” amount of Six Hundred Ninety Thousand Dollars and Zero Cents (\$690,000.00) (the “Gross Settlement Amount”) to fund the settlement. The Gross Settlement Amount includes the payment of all Individual Settlement Payments, Settlement Administration Costs, Class Counsel Award, Service Award, and the PAGA Payment.

Prior to and after the Judgment becomes Final, Defendants will make payments to fund the Gross Settlement Amount by depositing the money with the Settlement Administrator. “Final” means the date the Judgment is no longer subject to appeal, or if an appeal is filed, the date the appeal process is completed, and the Judgment is affirmed.

Amounts to be Paid from the Gross Settlement Amount. The Settlement provides for certain payments to be made from the Gross Settlement Amount, which will be subject to final Court approval, and which will be deducted from the Gross Settlement Amount before settlement payments are made to Class Members, as follows:

- Settlement Administration Costs. Payment to the Settlement Administrator, estimated not to exceed \$13,990.00 for expenses, including expenses of sending this Notice, processing opt outs, and distributing settlement payments.
- Class Counsel Award. Payment to Class Counsel of an award of attorneys’ fees of no more than 1/3 of the Gross Settlement Amount (currently \$230,000.00) and actually incurred litigation expenses of not more than \$40,000 for all expenses incurred as documented in Class Counsel’s billing records, both subject to Court approval. Class Counsel have been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and have been advancing all litigation costs and expenses.
- Service Award. A Service Award of up to Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff, or such lesser amount as may be approved by the Court, to compensate her for services on behalf of the Class in initiating and prosecuting the Action, and for the risks she undertook.
- PAGA Payment. A payment of \$30,000.00 relating to Plaintiff’s claim under the Private Attorneys General Act (“PAGA”), \$22,500.00 of which will be paid to the State of California’s Labor and Workforce Development Agency (“LWDA”) and the remaining \$7,500.00 will be distributed to Aggrieved Employees as the Aggrieved Employee Payment.
- Calculation of Payments to Settlement Class Members. After all the above payments of the court-approved Class Counsel Award, the Service Award, the PAGA Payment, and the Settlement Administration Costs are deducted from the Gross Settlement Amount, the remaining portion, called the “Net Settlement Amount,” shall be distributed to class members who do **not** request exclusion (“Settlement Class Members”). The Individual Settlement Payment for each Settlement Class Member will be calculated by dividing the Net Settlement Amount by the total number of workweeks for all Settlement Class Members that occurred during the Class Period and multiplying the result by each individual Settlement Class Member’s workweeks that occurred during the Class Period. A “workweek” is defined as a normal seven-day week of work during the Class Period in which, according to Defendants’ records, a member of the class worked at least one-day during any such workweek.
- Calculation of Aggrieved Employees Payments to Aggrieved Employees. The PAGA Payment shall be distributed to Aggrieved Employees irrespective of whether they exclude themselves or opt-out. The PAGA Payment will be divided by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period, and then taking that number and multiplying it by the number of pay periods worked by each respective Aggrieved Employee during the PAGA Period. “Aggrieved Employee” means individuals who are or previously were employed by Defendant Ash’s First and/or Defendant NYRN and/or Defendant SCZZ and/or Defendant Area 29 in California and classified as non-exempt employees at any time during the period beginning January 7, 2021, through January 1, 2025 (“PAGA Period”).

If the Court approves the Settlement, unless you opt out, you will automatically be mailed a check for your Individual Settlement Payment to the same address as this Class Notice. You do not have to do anything

to receive a payment. If your address has changed, you must contact the Settlement Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. Fifteen percent (15%) of each Individual Settlement Payment is allocated to wages. Taxes are withheld from this amount, and each Settlement Class Member will be issued an Internal Revenue Service Form W-2 for such payment. Eighty-five percent (85%) of each Individual Settlement Payment is allocated to penalties and pre-judgment interest (“Penalty and Interest Portion”). Each Settlement Class Member will be issued an Internal Revenue Service Form 1099 for Penalty Portion and Interest Portion of the Individual Settlement Payments. In addition, no taxes will be withheld from the PAGA Payment paid to Aggrieved Employees, and each Aggrieved Employee will be issued an Internal Revenue Service Form 1099 for such payment. Neither Class Counsel nor Defendants’ counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

No Credit Toward Benefit Plans. The Individual Settlement Payments and Aggrieved Employee Payments made to Settlement Class Members and/or Aggrieved Employees under this Settlement Agreement, as well as any other payments made pursuant to this Settlement Agreement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties’ intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

4. What Do I Release Under the Settlement?

Released Claims. As of the Effective Date and funding in full of the Gross Settlement Amount by Defendants, Plaintiff and the Settlement Class Members shall release all Released Class Claims that occurred during the Class Period as to the Released Parties. Released Class Claims means all class claims alleged, or reasonably could have been alleged based on the facts alleged, in the Operative Complaint in the Action which occurred during the Class Period, including statutory, contractual, or common law claims for wages, damages, penalties, liquidated damages, interest, attorneys’ fees, litigation costs, restitution, or equitable relief – whether asserted under the California Labor Code, Business and Professions Code §§ 17200 *et seq.*, the applicable wage orders at California Code of Regulations, Title 8, Section 11000 *et seq.*, or otherwise – that arise out of or are reasonably related to the factual allegations that were alleged or could have reasonably been alleged in Plaintiff’s Complaint herein, including but not limited to: (i) any and all claims for failure to pay minimum or regular wages for all hours worked; (ii) failure to pay overtime wages and the correct rates paid for same; (iii) any and all claims for failure to provide meal periods and/or pay meal premiums in lieu thereof at the correct regular rate of pay; (iv) any and all claims for failure to authorize and permit rest breaks and/or pay rest break premiums in lieu thereof at the correct regular rate of pay; (v) any and all direct and derivative claims for failure to furnish accurate itemized wage statements in accordance with Labor Code section 226, and including any associated claims for penalties under Labor Code section 226(e); (vi) any and all claims for failure to reimburse business expenses; (vii) any and all direct and derivative claims for wages owed at separation of employment under Labor Code § 203; (ix) any and all claims based on the failure to provide suitable seating; (x) any and all direct and derivative claims for failure to timely pay wages during employment; (xi) any and all claims for unlawful deductions to wages; and (xii) any and all claims for liquidated damages, penalties (except for PAGA penalties which are separately released below), interest, attorneys’ fees and costs. The Released Parties include Defendants and any of their former and present parents, subsidiaries, divisions, corporate members, and affiliated companies, and their respective officers, directors, employees, partners, shareholders, agents, successors, assigns, and legal representatives. As of the Effective Date and upon funding of the Gross Settlement Amount by Defendants, all Aggrieved Employees not be permitted to assert PAGA claims as agents and proxies of the State of California

against Defendants and the Released Parties based on the facts alleged in this Action,, irrespective of whether they opted-out of the class settlement. Accordingly, subject to Court approval of the Settlement, the Settlement will bind Plaintiff and the State of California to its terms relating to PAGA. This includes all potentially “aggrieved employees,” even those not a party to the proceeding, with respect to civil penalties alleged in the action. This means that the Aggrieved Employees will be prevented from filing future PAGA claims based on the same alleged violations for the same time period. (the “PAGA Release”). “Released PAGA Claims” means any and all claims, rights, demands, liabilities, and causes of action arising out of the California Private Attorneys General Act of 2004, Labor Code §§2698 *et seq.*, based on any of the underlying claims and factual allegations in the Operative Complaint in the Action and Plaintiff’s PAGA notice to the LWDA which occurred during the PAGA Period.

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 much will my payment be?

Defendants’ records reflect that you have <<____>> Workweeks worked during the Class Period March 16, 2018, through January 1, 2025).

Based on this information, your estimated Individual Settlement Payment is <<____>>.

Defendants’ records reflect that you have <<____>> Pay Periods worked during the PAGA Period (January 7, 2021, through January 1, 2025).

Based on this information, your estimated Aggrieved Employee Payment is <<____>>.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Notice no later than _____ [forty-five (45) days after the Notice or fifteen (15) days after the re-mailed Notice].

6. How can I get a payment?

To get money from the settlement, you do not have to do anything. A check for your settlement payment will be mailed automatically to the same address as this Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: Apex Class Action LLC.

The Court will hold a hearing on _____ to decide whether to finally approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed within a few months after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient. After entry of the Judgment, the Settlement Administrator will provide notice of the final judgment to the Class Members by posting a copy of the Judgment on the administrator’s website at www._____.com.

7. What if I don’t want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or “opt out.” **If you opt out, you will receive NO money from the Settlement, and you will not be bound by its terms, except as provided as follows.** Please be aware that there will be a time limit to bring your claims in a separate action, which may expire if the action is not filed within that time limit. Irrespective of whether you exclude

yourself from the Settlement or “opt out,” you will be bound by the PAGA Release, you will be deemed to have released the Released PAGA Claims, and you will receive a share of the PAGA Payment.

To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed and dated request for exclusion postmarked no later than [REDACTED]. The address for the Settlement Administrator is 18 Technology Drive, Suite 164 Irvine, CA 92618; Tel: (800) 355-0700. The request for exclusion must state in substance that the Class Member has read the Class Notice and that he or she wishes to be excluded from the settlement of the class action lawsuit entitled *Alexa Lowe v. Ash’s First LLC, et al.*, currently pending in Superior Court of San Diego, Case No. 37-2022-00010114-CU-OE-CTL. The request for exclusion must contain your name, address, signature and the last four digits of your Social Security Number for verification purposes. The request for exclusion must be signed by you. No other person may opt out for a member of the Class.

Written requests for exclusion that are postmarked after [REDACTED], or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I tell the Court that I would like to challenge the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections may be in writing and state the Class Member’s name, current address, telephone number, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All written objections or other correspondence must also state the name and number of the case, which is *Alexa Lowe v. Ash’s First LLC, et al., San Diego County Superior Court, Case No. 37-2022-00010114-CU-OE-CTL*. You may also object without submitting a written objection by appearing at the final approval hearing scheduled as described in Section 9 below.

To object to the Settlement, you cannot opt out. If the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class Members who do not object. Any Class Member who does not object in the manner provided in this Class Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

Written objections must be delivered or mailed to the Settlement Administrator no later than [REDACTED]. The address for the Settlement Administrator is 18 Technology Drive, Suite 164 Irvine, CA 92618; Tel: (800) 355-0700.

The addresses for the Parties’ counsel are as follows:

Class Counsel:

Jean-Claude Lapuyade, Esq.
JCL Law Firm, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel.: (619) 599-8292
E-Mail: jlapuyade@jcl-lawfirm.com

Class Counsel:

Shani O. Zakay, Esq.
Zakay Law Group, APLC
5440 Morehouse Drive, Suite
3600 San Diego, CA 92121
Tel: (619) 599-8292
Email: shani@zakaylaw.com

Counsel for Defendants:

Leslie Joyner, Esq.
Emilie MacLean, Esq.
Gordon Rees Scully Mansukhani, LLP
633 West Fifth Street, 52nd Floor
Los Angeles, CA 90071
Tel: 213-576-5000
ljoyner@grsm.com

emaclean@grsm.com

9. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at **00:00 AM/PM on** _____, at the San Diego County Superior Court, Department C-70, located at 330 West Broadway, San Diego, CA 92101 before Judge Carolyn Caietti. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. The Court will listen to people who have made a timely written request to speak at the hearing or who appear at the hearing to object. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

10. How do I get more information about the Settlement?

You may call the Settlement Administrator at 1-800-355-0700 or write to *Alexa Lowe v. Ash's First LLC, et al., San Diego County Superior Court, Case No. 37-2022-00010114-CU-OE-CTL*, Settlement Administrator, 18 Technology Drive, Suite 164 Irvine, CA 92618 c/o _____.

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Final Judgment or other Settlement documents by writing to JCL Law firm, APC, 5440 Morehouse Drive, Suite 3600, San Diego, CA 92121 or by visiting the administrator's website at www._____.com.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall pay all funds from such uncashed checks will be paid to the Community Law Project, a Cy Pres, in accordance with California Code of Civil Procedure section 384. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

EXHIBIT 2

EXHIBIT 3

JCL LAW FIRM, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel: (619) 599-8292
Fax: (619) 599-8291

FIRM RESUME

Areas of Practice: Employee Class Actions, Wage and Hour Class Actions, Civil Litigation, and Unlawful Housing Practices.

ATTORNEY BIOGRAPHIES

Jean-Claude Lapuyade, Esq.
California Bar Number 248676
Founding Partner

Biography:

Mr. Lapuyade is a San Diego based labor and employment attorney representing aggrieved California employees and the victims of unlawful housing practices throughout the State of California. Mr. Lapuyade's litigation practice focuses on representing California employees in wage and hour class actions for unpaid wages, missed meal and rest breaks, and misclassification, wrongful termination cases and tenants in unlawful housing class actions. Mr. Lapuyade prides himself on providing his clients with aggressive, attentive and result driven representation through the litigation process, trial and arbitration. Since 2007, Mr. Lapuyade successfully recovered in excess of \$200 million in monetary awards for his clients.

Mr. Lapuyade served as co-editor of the Insurance Column for Consumer Attorneys of San Diego from 2011 to 2014. As editor, Mr. Lapuyade was responsible for publishing monthly articles in the Trial Bar News periodical analyzing complex insurance coverage issues. Mr. Lapuyade is a four-time recipient of the Super Lawyers Rising Star by Thomson Reuters. To be eligible for inclusion in Rising Stars, a candidate must be either 40 years old or younger or in practice for 10 years or less. While up to 5 percent of the lawyers in a state are named to Super Lawyers, no more than 2.5 percent are named to Rising Stars.

Bar Admissions:

- California
- U.S. District Court Southern District of California
- U.S. District Court Central District of California
- U.S. District Court Eastern District of California
- U.S. District Court Northern District of California

Professional Associations:

- California Employment Lawyers Association, 2007 to Present
- Consumer Attorneys of San Diego, 2007 to 2020
- American Bar Association, Section of Litigation, Member, 2007 to 2020
- American Bar Association, Labor & Employment Section, Member, 2007 to 2020
- American Bar Association, Tort, Trial & Insurance Section, Member, 2007 to 2020
- California Bar Association, Labor & Employment Section, Member, 2007 to Present
- California Bar Association, Litigation Section, Member, 2007 to Present

Education:

- **California Western School of Law**
 - J.D. - 2006
 - Honors: Deans Merit Scholarship, California Western School of Law 2005 - 2006
- **University of Arizona**
 - B.A. - 2001
 - Major: History

Honors:

- Super Lawyers Rising Star, Thomson Reuters, 2015 - 2018
- Distinguished Advocate Award for Outstanding Oral Advocacy, 2005 - 2006

Monnett De La Torre, Esq.
California Bar Number 272884
Senior Associate

Biography:

Ms. De La Torre is a San Diego and Ventura County based labor and employment attorney representing aggrieved California employees throughout the State of California. Ms. De La Torre's litigation practice focuses on representing California employees in wage and hour class and representative actions for unpaid wages, missed meal and rest breaks, misclassification, penalties, and wrongful termination cases. Ms. De La Torre has extensive experience handling internal workplace investigations. Ms. De La Torre has handled matters before the Department of Fair Employment and Housing, Equal Employment Opportunity Commission and Department of Labor.

Ms. De La Torre is a two-time recipient of the Super Lawyers Rising Star by Thomas Reuters. To be eligible for inclusion in Rising Stars, a candidate must be either 40 years old or younger or in practice for 10 years or less. While up to five percent of the lawyers in a state are named to Super Lawyers, no more than 2.5 percent are named to Rising Stars.

Bar Admissions:

- California
- U.S. District Court Southern District of California

Professional Associations:

- California Employment Lawyers Association, 2022 to Present
- Consumer Attorneys of San Diego, 2010-2015
- American Bar Association, Labor & Employment Section, Member, 2015 to Present
- California Bar Association, Labor & Employment Section, Member, 2015 to Present
- San Diego La Raza Lawyers Association, 2010-2015
- Ventura County Bar Association, 2015-Present
- Women Lawyers of Ventura County, 2015-Present

Education:

- **New England School of Law**
 - J.D.- 2010
 - Honors:
 - Dean's List Consecutive years
- **University of California, San Diego**
 - B.A.- 2006
 - Major: Economics
 - Minor: Latin American Studies

Honors:

- Super Lawyers Rising Star, Thomson Reuters, 2021 and 2022
- Pacific Cost Business Times, "Top 40 under 40" Award
- Daily Transcripts "Top Young Attorney: nominee, consecutive years"

Sydney Castillo-Johnson, Esq.
California Bar Number 343881
Associate Attorney

Biography:

Ms. Castillo-Johnson is a San Diego based labor and employment attorney representing California employees throughout the state of California. Ms. Castillo-Johnson's litigation practice focuses on representing current and former employees in wage and hour class actions for unpaid wages, missed meal and rest breaks, misclassification, and wrongful termination.

Ms. Castillo-Johnson volunteered her time at California Western School of Law first as a student intern and later as a student manager with the Community Law Project which offers legal services to the low-income community of San Diego.

Education:

- **California Western School of Law**
 - J.D.- 2022
 - Honors:
 - Dean's Honor List: Spring 2021, Fall 2021
 - Public Service Honor Society Fall 2021
 - 3L Academic Merit Scholarship
 - Dean's Diversity, Service, and Leadership Scholarship
 - Activities: Community Law Project Student Manager
- **Azusa Pacific University**
 - B.A. – 2018
 - Major: Criminal Justice

Andrea Amaya, Esq.

California Bar Number 348080

Associate Attorney

Biography:

Ms. Amaya is a San Diego based labor and employment attorney representing employees throughout the state of California. Ms. Amaya represents current and former employees in wage and hour class actions for unpaid wages, missed meal and rest breaks, misclassification, and wrongful termination.

Ms. Amaya earned a Bachelor of Arts in Sociology from San Diego State University. Thereafter, Ms. Amaya earned her Juris Doctorate from California Western School of Law. While in law school, Ms. Amaya spent her time volunteering with various nonprofit organizations such as the Immigration Justice Project and Access, Inc.

Education:

- **California Western School of Law**
 - J.D. - 2021
- **San Diego State University**
 - B.A.
 - Honors: Dean's List
 - Honors: With Distinction

Perssia Razma, Esq.

California Bar Number 351398

Associate Attorney

Biography:

Ms. Razma is a San Diego based labor and employment attorney representing California employees throughout the state of California. Ms. Razma's litigation practice focuses on representing current and former employees in wage and hour class actions for unpaid wages, missed meal and rest breaks, misclassification, and wrongful termination.

Perssia was born and raised in Los Angeles, California. She earned a Bachelor of Arts in 2020 at San Diego State University in Psychology. In 2023, Perssia earned her Juris Doctor from the University of San Diego School of Law.

Education:

- **University of San Diego School of Law**
 - J.D. - 2023
- **San Diego State University**
 - B.A. – 2020
 - Major: Psychology

JCL Law Firm, APC - REPORTED CASES

- *Blanchette et al., v. Superior Court (GHA Homes)*, 8 Cal.App.5th 521 (2017).
- *Duran v. Employbridge Holding Co.*, 92 Cal.App.5th 59 (2023).

EXAMPLES OF THE JCL LAW FIRM'S REPRESENTATIVE CLASS ACTION & REPRESENTATIVE CASES

- *Ware v. Shake Shack Enterprises, LLC*, Alameda Superior Court Case No. 21CV002063 (October 19, 2023) Hon. Brad Seligman approved a \$1,330,000.00 class action and PAGA action settlement for violations of California wage and hour laws. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Trinh v. Precision Metal Products, Inc., et al.*, San Diego Superior Court Case No. 37-2022-00000965-CU-OE-CTL (October 16, 2023) Hon. Matthew C. Braner approved a \$450,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off the clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Anderson v. Barton Myers Associates, Inc., et al.*, Los Angeles Superior Court Case No. 21STCV43314 (October 12, 2023) Hon. Elihu M. Berl approved a \$900,000.00 class action and PAGA action settlement for meal and rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *DeSanctis v. Douglas Products and Packaging Company, LLC*, Contra Costa Superior Court Case No. C21-01874 (October 11, 2023) Hon. Charles S. Treat approved a \$372,500.00 class action and PAGA action settlement for, *inter alia*, failure to pay for all hours worked. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Jackson v. White Fir, LLC, et al.*, Sacramento Superior Court Case No. 34-2021-00301656 (October 6, 2023) Hon. Lauri A. Damrell approved a \$750,000.00 class action and PAGA action settlement for violations of California wage and hour laws. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Kneisly v. SR Machining, Inc., et al.*, Riverside Superior Court Case No. CVRI2201491 (October 5, 2023) Hon. Harold W. Hopp approved a \$220,000.00 class action and PAGA action settlement for meal and rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Mendez v. Bondz, Inc., et al.*, San Joaquin Superior Court Case No. STK-CV-UOE-2020-0007486 (September 14, 2023) Hon. George J. Abdallah, Jr. approved a \$180,000.00 class action and PAGA action settlement for, *inter alia*, failure to comply with piece-rate laws. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Baray v. Curation Foods, Inc., et al.*, Santa Barbara Superior Court Case No. 21CV02834 (August 29, 2023) Hon. James F. Rigali approved a \$495,000.00 class action and PAGA action settlement for meal and rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Rodriguez, et al. v. Ferma Greenbox, Inc., et al.*, Alameda Superior Court Case No. RG21101104 (August 23, 2023) Hon. Evelio Grillo approved a \$200,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *O'Quinn v. Laugh Factory, Inc.*, Los Angeles Superior Court Case No. 19STCV28155 (August 1, 2023) Hon. Carolyn B. Kuhl approved a \$144,000.00 class action and PAGA action settlement for, *inter alia*, unlawful tip pooling. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Toler v. Total Testing Solutions, LLC*, Los Angeles Superior Court Case No. 21STCV38452 (July 27, 2023) Hon. Elihu M. Berle approved a \$160,000.00 class action and PAGA action settlement for meal and rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Rodriguez v. EAH, Inc.*, Santa Cruz Superior Court Case No. 21CV00884 (July 25, 2023) Hon. Marjorie Carter approved a \$1,450,000.00 class action and PAGA action settlement for, *inter alia*, failure to compensate overtime and redeemed sick pay at the regular rate of pay. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Neutall v. Urban Alchemy*, San Francisco Superior Court Case No. CGC-20-588622 (July 13, 2023) Hon. Richard B. Ulmer approved a \$980,000.00 class action settlement for violations of California wage and hour laws. The Court appointed JCL Law Firm, APC as Class Counsel.
- *Rodriguez v. RM Parks Place, Inc.*, San Joaquin Superior Court Case No. STK-CV-UOE-2021-6050 (June 7, 2023) Hon. Erin Guy Castillo approved a \$175,000.00 class action and PAGA action settlement for, *inter*

alia, wage statement violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.

- *Chrestensen v. Northeastern Rural Health Clinics* Lassen, Superior Court Case No. 63703 (April 13, 2023) Hon. Leonard J. La Casse approved a \$270,000.00 class action and PAGA action settlement for, *inter alia*, unpaid overtime wages. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Hernandez, et al. v. Parenting Network, Inc.*, Tulare Superior Court Case No. VCU287027 (March 14, 2023) Hon. Bret Hilman approved a \$225,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Sarmiento v. Caduceus Healthcare Inc.*, San Diego Superior Court Case No. 37-2021-00002597 (March 10, 2023) Hon. Richard S. Whitney approved a \$315,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Garces, et al. v. DriverDo, LLC*, Los Angeles Superior Court Case No. 19STCV32773 (January 24, 2023) Hon. Carolyn B. Kuhl approved a \$700,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *De Jesus v. Guardian Angel Home Care, Inc.*, San Diego Superior Court Case No. 37-2020-00021049-CU-OE-CTL (July 29, 2022) Hon. Ronald F. Frazier approved a \$300,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Kaur v. Aces 2020 I, LLC, et al.*, Contra Costa Superior Court Case No. MSC20-02482 (December 22, 2022) Hon. Edward G. Weil approved a \$585,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Molina v. Hawaiian Airlines, Inc.*, Los Angeles Superior Court Case No. 20STCV28079 (November 23, 2022) Hon. Maren Nelson approved a \$250,000 class action settlement for meal and rest period violations. The JCL Law Firm, APC, represented the Plaintiff.
- *Lang Jr. v. Pathways Community Services LLC*, San Diego Superior Court Case No. 37-2019-00049969-CU-OE-CTL (September 9, 2022) Hon. James A. Mangione approved a \$160,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Martinello v. Century Wilshire, Inc.*, Los Angeles Superior Court Case No. 20STCV32613 (March 1, 2022) Hon. Carolyn Kuhl approved a \$550 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel.
- *Wilson v. Spreen Inc. (dba Spreen Honda)*, San Bernardino Superior Court Case No. CIVSB2119857 (April 6, 2022) Hon. David Cohn approved a \$300,000 PAGA action settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Ledesma v. TVJ Sons I, Inc.; Porter and Howard, Inc.* Santa Barbara Superior Court Case No. 20CV03573 (November 10, 2021) Hon. Jed Beebe approved a \$350,000 PAGA action settlement for meal and rest period violations. The JCL Law Firm, APC represented the State of California and the Aggrieved Employees.
- *Jacobs v. Rush Media Company, LLC; XLT Management Services, Inc.*, Los Angeles Superior Court Case No. 20STCV32350 (May 2, 2022) Hon. Daniel J. Buckley appointed the JCL Law Firm, APC as Class Counsel and approved a \$330,000 class action settlement for, *inter alia*, independent contractor misclassification.
- *Chavez v. HTL Conrad Domestic, LLC; HTL Conrad Domestic Employer, LLC*, San Diego Superior Court Case No. 37-2020-00016193-CU-OE-CTL (June 9, 2022) Hon. John S. Meyer approved a \$850,000 PAGA action settlement for, *inter alia*, failure to compensate overtime at the regular rate of pay. The JCL Law Firm, APC acted as representative PAGA counsel for the State of California and the Aggrieved Employees.
- *Renteria v. Love's Country Stores of California*, San Bernardino Superior Court Case No. CIVDS20164481 (June 14, 2022) Hon. David Cohn approved a \$2.2 million dollar class action and PAGA action settlement for, *inter alia*, unpaid overtime and sick pay. The JCL Law Firm, APC acted as Class Counsel and as representative PAGA counsel for the State of California.
- *Lopez v. Adidas America, Inc.*, Ventura Superior Court Case No. 56-2021-005498444-CU-OE-VTA (April 4, 2022) Hon. Mark Borrell approved a \$1.5 million dollar class action and PAGA action settlement for, *inter alia*, inaccurate overtime calculations, and appointed the JCL Law Firm, APC as Class Counsel.
- *Felix v. TVI, Inc., d.b.a. Savers*, Santa Clara Superior Court Case No. 21CV376407 (February 18, 2022) Hon. Sunil R. Kulkarni approved a \$1.8 million dollar class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Munoz v. AMTCR*, San Bernardino Superior Court Case No. CIV-DS2001914 (August 24, 2021) Hon. David Cohn approved a \$1.8 million dollar class and PAGA settlement for, *inter alia*, inaccurate itemized wage

statements. The JCL Law Firm, APC acted as class counsel for the settlement class and as representative PAGA counsel the State of California and the Aggrieved Employees.)

- *Nunes v. Home Depot U.S.A., Inc.*, San Joaquin Superior Court Case No. STK-CV-UOE-2020-0011011 (October 20, 2021 – Hon. Roger Ross approved a \$1.5 million dollar class and PAGA settlement for, *inter alia*, miscalculated meal period premiums and appointed Jean-Claude Lapuyade, Esq, as Class Counsel.)
- *Pillsbury v. T&T Restaurants CA, Inc.*, Del Norte Superior Court Case No. CVUJ-20-1214 (December 14, 2021 – Hon. Darren McElfresh approved \$550 billing rate and appointed Jean-Claude Lapuyade, Esq, as Class Counsel in a wage and hour class action settlement.)
- *Latin v. OneMain General Service Corporation*, Stanislaus County Superior Court Case No. CV-20-002498 (October 22, 2021) Hon. Stacy Speiller approved a PAGA action settlement for \$700,000 wage statement violations. The JCL Law Firm, APC acted as counsel for the plaintiff, the State of California and the Aggrieved Employees.
- *Elias Kaser v. Aviation Consultants, Inc.*, Orange County Superior Court Case No. 30-2021-01191204-CU-OE-CXC (September 22, 2021 – Hon. Peter J. Wilson approved \$550 billing rate in a representative California Labor Code Private Attorney General Act settlement).
- *Rodriguez v. RSI Home Products, Inc.*, San Bernardino Superior Court Case No. CIVDS2023354 (July 30, 2021 – Hon. David Cohn approved a \$1.45 million class and PAGA settlement for, *inter alia*, failure to comply with piece-rate laws, and appointed the JCL Law Firm, APC as Class Counsel)
- *Jer Vang v. Bridge Property Management*, Alameda County Superior Court, Case No RG19047434 (January 8, 2021 – Hon. Winifred Smith approved a class and PAGA settlement for, *inter alia*, unpaid off the clock work. The JCL Law Firm, APC acted as class counsel for the settlement class and as representative PAGA counsel the State of California and the Aggrieved Employees.)
- *Johnson v. Volt Management Corp., Inc. et al.*, Los Angeles County Superior Court, Case No. 19STCV16466 (December 11, 2020 – Hon. Amy Hogue approved a PAGA Settlement negotiated on behalf of the State of California and the aggrieved employees by the JCL Law Firm, APC.)
- *Salazar v. Frontier Auto Sales Inc., dba Frontier Toyota*, Los Angeles Superior Court, Case No. 19STCV20382 (November 24, 2020 – Hon. John P. Doyle appointed the JCL Law Firm, APC as class counsel and approved a class and PAGA settlement for, *inter alia*, missed meal and rest periods.)
- *Villalobos v. Alterra Group, LLC et al.*, Los Angeles County Superior Court, Case No. 19STCV19448 (November 11, 2020 – Hon. Richard Fruin approved a PAGA Settlement for, *inter alia*, unreimbursed business expenses. The JCL Law Firm, APC acted as counsel for the plaintiff, the State of California and the Aggrieved Employees.)
- *Stevens et al., v. Bank of England*, San Diego County Superior Court Case No. 37-2019-00018662-CU-OE-CTL (October 16, 2020 – Hon. John Meyer appointed JCL Law Firm as Class Counsel and granted final approval of wage and hour class action for, *inter alia*, off-the-clock work.)
- *Frazier v. ASA Carlton, Inc.*, San Diego Superior Court Case No. 37-2019-00036147 (October 9, 2020 Hon. Kenneth Medel appointed the JCL Law Firm as Class Counsel and granted final approval of wage and hour class action for off-the-clock work.)
- *Krake et al., v. Central Valley Diner, Inc.*, Placer County Superior Court Case No. SCV0041645 (September 4, 2020 – Hon. Michael Jones appointed JCL Law Firm as class counsel and granted final approval of wage and hour class action for meal period violations.)
- *Conner v. Ascendant Marketing, LLC et al.*, San Diego Superior Court Case No. 37-2019-00026864-CU-OE-CTL (July 24, 2020 Hon. Joel Wohlfeil granted approval of PAGA Settlement for, among other things, off-the-clock work. JCL Law Firm, APC acted as lead counsel.)
- *Guerrero v. Estancia Operations, LLC.*, San Diego Superior Court Case No. 37-2019-00028963 (August 25, 2020 – Hon. Katherine Bacal approved PAGA Settlement for, *inter alia*, missed meal and rest periods. JCL Law Firm, APC, acted as lead counsel.)
- *Moreno v. Dash Lube, et al.*, United States District Court, Southern District of California, Case No. 18cv1922 DMS (AHG) (December 13, 2019 – Granted class certification of Labor Code Section 226 claim and appointed JCL Law Firm, APC, as Class Counsel.)
- *Perkins et al., v. Tahiti Enterprises, Inc., et al.*, Orange County Superior Court Case No. 30-2016-00863095 (October 22, 2019 – Hon. Peter Wilson appointed JCL Law Firm, APC, as Class Counsel and granted final approval for an unlawful housing class action settlement arising out of Civil Code Section 1940.1.)
- *Hill v. Stemak Holdings, Ltd.*, San Diego Superior Court Case No., 37-2018-00000747 (January 28, 2020 – Hon. Kenneth Medel appointed JCL Law Firm, APC as class counsel and granted final approval of wage and hour class action for unpaid overtime.)
- *Shachno et al., v. KT Hotels, LLC, et al.* San Diego Superior Court Case No Case No. 37-2018-00043601 (May 31, 2019 – Hon. Gregory Pollack appointed JCL Law Firm, APC, as Class Counsel and granted preliminary approval for the wage and hour class action settlement involving nearly 900 current and former employees. Final approval scheduled for October 4, 2019)
- *Almanza v. The Express Group, Inc.*, San Bernardino Superior Court Case No. CIVDS1722542 (April 19, 2019 – Hon. David Cohn appointed the JCL Law Firm, APC, as Class Counsel and granted final approval

for a wage and hour class action settlement for *inter alia*, missed meal and rest periods and independent contractor misclassification.)

- *Moschetto v. Pillow Global, Inc.* San Diego Superior Court, Case No. 37-2017-00024031-CU-OE-CTL (April 5, 2019 – Hon. John S. Meyer appointed JCL LAW Firm, APC, as Class Counsel and granted final approval for a wage and hour wage class action settlement involving misclassified house cleaners.)
- *Burke v. Friendship Hotel, LLC*, San Diego County Superior Court Case No. 37-2017-00022517-CU-OE-CTL (March 10, 2019 – final approval granted on for an unlawful housing class action arising under Civil Code Section 1940.2)
- *Terrado et al., v. Accredited Debt Relief, LLC*, San Diego County Superior Court Case No. 37-2018-00014181-CU-OE-CTL (February 8, 2019 – Hon. Gregory W. Pollock appointed JCL Law Firm, APC as Class Counsel and granted final approval for a wage and hour class action settlement for meal and rest period violations);
- *Macaspac v. San Antonio Regional Hospital*, San Bernardino Superior Court Case No. CIVDS1512625, (July 27, 2018 – Hon. Thomas S. Garza appointed JCL Law Firm, APC, as Class Counsel and granted final approval for a wage and hour class action settlement involving claims for on duty meal and rest periods.);
- *Summerlin et al. v. Maplebear, Inc. dba Instacart*, Los Angeles Superior Court Case No. BC603030 (2018 - certified and settled wage and hour class action.)
- *Ortega v. Prime Healthcare*, San Diego Superior Court Case No. 37-2014-00011240-CU-OE-CTL (2018 – Approved PAGA only settlement for on duty meal and rest periods)
- *Engstrom v. Bender-Rosenthal, Inc.* San Diego Superior Court Case No. 37-2016-00012373-CU-OE-CTL (2017 - Certified and settled class action for employee misclassification);
- *Crawford v. Outlook Amusements, Inc.*, Los Angeles Superior Court Case No. BC617160 (2017 - Certified and settled wage and hour class action.);
- *Hernandez v. Sunglass Hut Trading, LLC*, San Bernardino Superior Court Case No. CIVDS1505181 (2016 - Certified and settled wage and hour class action);
- *Burns v. Shalom, LLC*, San Diego Superior Court, Case No., 37-2013-00058356-CU-BT-CTL (2015 - certified and settled class action for unlawful housing practices arising out of Civil Code Section 1940.1);