

**JCL LAW FIRM, APC**

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

**ZAKAY LAW GROUP, APLC**

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

Attorneys for PLAINTIFF

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**IN AND FOR THE COUNTY OF SAN DIEGO**

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

Plaintiff,

v.

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

Defendants.

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

**PROPOSED ORDER GRANTING  
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

**FILED**  
San Diego Superior Court

APR 04 2025

Clerk of the Superior Court

By: A. Shirley, Deputy

1 This matter having come before the Honorable Judge Carolyn M. Caietti of the Superior Court  
2 of the State of California, in and for the County of San Diego, at 10:30 a.m. on April 4, 2025, with  
3 Jean-Claude Lapuyade, Esq., of the JCL Law Firm, APC, and Shani O. Zakay, Esq. of the Zakay Law  
4 Group, APLC, as counsel for Plaintiff Alexa Lowe ("Plaintiff"), and Emilie Maclean, Esq. of Gordon  
5 Rees Scully Mansukhani, LLP, appearing for Defendant Ash's First LLC, Defendant NYRN  
6 Management LLC, Defendant SCZZ Collective, Inc. dba Upnorth, Defendant Area 29 LLC dba Off  
7 The Charts, and Defendant Norman Yousif (hereinafter "Defendants"). The Court, having carefully  
8 considered the briefs, argument of counsel and all the matters presented to the Court, and good cause  
9 appearing, hereby GRANTS Plaintiff's Motion for Preliminary Approval of Class Action and PAGA  
10 Action Settlement.

11 **IT IS HEREBY ORDERED:**

12 1. The Court preliminarily approves the Stipulation of Settlement of Class and PAGA  
13 Action Claims and Release of Claims ("Settlement Agreement" or "Agreement"), a true and correct  
14 copy of which is attached to the Declaration of Jean-Claude Lapuyade as **Exhibit "1"**. This is based  
15 on the Court's determination that the Settlement Agreement is within the range of possible final  
16 approval, pursuant to the provisions of Section 382 of the California Code of Civil Procedure and  
17 California Rules of Court, rule 3.769.

18 2. This Order incorporates by reference the definitions in the Agreement, and all terms  
19 defined therein shall have the same meaning in this Order as set forth in the Agreement.

20 3. Subject to the terms of the Settlement Agreement, the Gross Settlement Amount that  
21 Defendants shall pay is Six Hundred, Ninety Thousand Dollars and Zero Cents (\$690,000.00). Subject  
22 to the terms of the Settlement Agreement, the Gross Settlement Amount that Defendants shall pay is  
23 Six Hundred, Ninety Thousand Dollars and Zero Cents (\$690,000.00). The Gross Settlement Amount  
24 shall be paid in seventeen (17) installments. Five of the Installments have been funded as follows: (1)  
25 The First Installment in the amount of \$25,000 was completed on November 5, 2024, (2) The Second  
26 Installment of \$10,000 was completed on December 5, 2024, (3) The Third Installment of \$10,000 was  
27 completed on January 6, 2025, (4) The Fourth Installment of \$10,000 was completed on February 6,  
28 2025, and (5) The Fifth Installment of \$10,000 was completed on March 7, 2025. The payment schedule

1 on the remaining installments is as follows:

- 2 • The Sixth Installment of \$10,000 shall be due on or before April 7, 2025, accounting for the
- 3 30th day falling on a Sunday.
- 4 • The Seventh Installment of \$10,000 shall be due on or before May 6, 2025.
- 5 • The Eighth Installment of \$10,000 shall be due on or before June 6, 2025.
- 6 • The Ninth Installment of \$10,000 shall be due on or before July 7, 2025, accounting for the
- 7 6th falling on a Sunday.
- 8 • The Tenth Installment of \$10,000 shall be due on or before August 6, 2025.
- 9 • The Eleventh Installment of \$10,000 shall be due on or before September 8, 2025, accounting
- 10 for the 6th falling on a Saturday.
- 11 • The Twelfth Installment of \$10,000 shall be due on or before October 6, 2025.
- 12 • The Thirteenth Installment of \$200,000 shall be due within twelve (12) months of the
- 13 execution of the MOU (on or before October 6, 2025) or within thirty (30) days after the
- 14 Court grants Final Approval, whichever is later.
- 15 • The Fourteenth Installment of \$50,000 shall be due on or before the last day of the fiscal
- 16 quarter immediately following the funding of the Thirteenth Installment. For example, if the
- 17 Thirteenth Installment becomes due on December 1, 2025, the Fourteenth Installment shall
- 18 be due on or before March 31, 2026.
- 19 • The Fifteenth Installment of \$50,000 shall be due on or before the last day of the fiscal quarter
- 20 immediately following the funding of the Fourteenth Installment.
- 21 • The Sixteenth Installment of \$50,000 shall be due on or before the last day of the fiscal
- 22 quarter immediately following the funding of the Fifteenth Installment.
- 23 • The Seventeenth Installment of \$205,000 shall be due on or before the last day of the fiscal
- 24 quarter immediately following the funding of the Sixteenth Installment. Defendant's share
- 25 of payroll taxes shall be paid separately and in addition to the Seventeenth or Final
- 26 Installment.

27 4. It appears to the Court on a preliminary basis that the settlement amount and terms are

28 fair, adequate, and reasonable as to all Class Members when balanced against the probable outcome of



1 further litigation relating to certification, liability, and damages issues. It further appears that  
2 investigation and research have been conducted such that counsel for the Parties are able to reasonably  
3 evaluate their respective positions. It further appears to the Court that settlement at this time will avoid  
4 substantial additional costs by all Parties, as well as avoid the delay and risks that would be presented  
5 by the further prosecution of the litigation. It further appears that the Settlement has been reached as  
6 the result of intensive, serious, and non-collusive arms-length negotiations.

7 5. The Court preliminarily finds that the Settlement appears to be within the range of  
8 reasonableness of a settlement that could ultimately be given final approval by this Court. The Court  
9 has reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily  
10 finds that the monetary settlement awards made available to the Class Members are fair, adequate, and  
11 reasonable when balanced against the probable outcome of further litigation relating to certification,  
12 liability, and damages issues.

13 6. Plaintiff seeks a Class Counsel Award in the amount of up to Two Hundred Seventy  
14 Thousand Dollar and Zero Cents (\$270,000.00), comprised of up to one-third of the Gross Settlement  
15 Amount for attorney's fees, or \$230,000.00, *and* litigation expenses of up to \$40,000.00, to be paid to  
16 Class Counsel, as well as a proposed Service Award to the Class Representative, Alexa Lowe, in an  
17 amount of not more than Ten Thousand Dollars and Zero Cents (\$10,000.00). While these awards  
18 appear to be within the range of reasonableness, the Court will not approve the Class Counsel Award  
19 or Service Award until the Final Approval Hearing.

20 7. The Court recognizes that Plaintiff and Defendants stipulate and agree to certification of  
21 a class for settlement purposes only. This stipulation will not be deemed admissible in this, or any other  
22 proceeding should this Settlement not become final. For settlement purposes only, the Court  
23 conditionally certifies the following Class:

24 "All individuals who are or previously were employed by Defendant Ash's  
25 First and/or Defendant NYRN and/or Defendant SCZZ and/or Defendant  
26 Area 29 in California and classified as non-exempt employees ("Class")  
27 during the period beginning May 16, 2018, through January 1, 2025 ("Class  
28 Period").

1           8.     For settlement purposes only, Aggrieved Employees are defined as follows:  
2                 “Individuals who are or previously were employed by Defendant Ash’s  
3                 First and/or Defendant NYRN and/or Defendant SCZZ and/or Defendant  
4                 Area 29 in California and classified as non-exempt employees at any time  
5                 during the period beginning January 7, 2021, through January 1, 2025  
6                 (“PAGA Period”).”

7           9.     The Court concludes that, for settlement purposes only, the Class meets the requirements  
8     for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is  
9     ascertainable and so numerous that joinder of all members of the Class Members is impracticable; (b)  
10    common questions of law and fact predominate, and there is a well-defined community of interest  
11    amongst the Class Members with respect to the subject matter of the litigation; (c) the claims of the  
12    Class Representative are typical of the claims of the Class Members; (d) the Class Representative will  
13    fairly and adequately protect the interests of the Class Members; (e) a class action is superior to other  
14    available methods for the efficient adjudication of this controversy; and (f) Class Counsel are qualified  
15    to act as counsel for the Class Representative in his individual capacity and as the representative of the  
16    Class Members.

17          10.    The Court provisionally appoints Plaintiff Alexa Lowe as the representatives of the Class.

18          11.    The Court provisionally appoints Jean-Claude Lapuyade, Esq., of JCL Law Firm, APC,  
19    and Shani O. Zakay, Esq. of Zakay Law Group, APLC, as Class Counsel for the Class Members.

20          12.    The Court hereby approves, as to form and content, the Proposed Notice of Pendency of  
21    Class and PAGA Representative Action Settlement and Final Hearing Date (“Notice Packet”) attached  
22    to the Agreement as Exhibit “A”. The Court finds that the Notice Packet appears to fully and accurately  
23    inform the Class Members and Aggrieved Employees of all material elements of the proposed  
24    Settlement, including the right of any Class Member to be excluded from the Class by submitting a  
25    written request for exclusion, and of each Class Member’s right and opportunity to object to the  
26    Settlement. The Court further finds that the distribution of the Notice Packets substantially in the  
27    manner and form set forth in the Agreement and this Order meets the requirements of due process, is  
28    the most reasonable notice under the circumstances, and shall constitute due and sufficient notice to all



1 persons entitled thereto. The Court orders the mailing of the Notice Packets by first class mail, pursuant  
2 to the terms set forth in the Agreement.

3 13. The Court hereby appoints Apex Class Action LLC, as Settlement Administrator.  
4 Defendants have provided the Settlement Administrator with the Class Data, including information  
5 regarding Class Members that Defendants will in good faith compile from its records, including each  
6 Class Member's full name, last-known address, Social Security number, start dates and end dates of  
7 employment; and information necessary to accurately calculate the number of Workweeks and Pay  
8 Periods worked by each Class Member during the Class Period and Aggrieved Employee during the  
9 PAGA Period. No later than twenty-one (21) calendar days after preliminary approval of the  
10 Settlement, the Settlement Administrator shall mail and email copies of the Notice Packet to all Class  
11 Members via first class U.S. Mail.

12 14. The Court hereby preliminarily approves the proposed procedure for exclusion from the  
13 Settlement. Any Class Member may individually choose to opt out of and be excluded from the  
14 Settlement as provided in the Notice Packet by following the instructions for requesting exclusion from  
15 the Settlement as set forth in the Notice Packet. All requests for exclusion must be postmarked or  
16 received by the Response Deadline which is sixty (60) calendar days after the Settlement Administrator  
17 mails the Notice Packets to Class Members or, in the case of re-mailed Notice Packet, not more than  
18 fourteen (14) days from the original Response Deadline. Any such person who chooses to opt out of  
19 and be excluded from the Settlement will not be entitled to an Individual Class Payment under the  
20 Settlement and will not be bound by the Settlement, or have any right to object, appeal or comment  
21 thereon. Class Members who have not requested exclusion shall be bound by all determinations of the  
22 Court, the Agreement, and Judgment.

23 15. Any Class Member who has not opted out may appear at the final approval hearing and  
24 may object or express the Class Member's views regarding the Settlement and may present evidence  
25 and file briefs or other papers that may be proper and relevant to the issues to be heard and determined  
26 by the Court as provided in the Notice Packet. Class Members will have sixty (60) calendar days from  
27 the date the Settlement Administrator mails the Notice Packet to postmark their written objections to  
28 the Settlement Administrator.

1           16.     A Motion for Final Approval and the Motion for Class Counsel Award and Service  
2 Award shall both be held before this Court on August 8, 2025, at 10:30 a.m. in Department C-70 of  
3 the San Diego County Superior Court to determine all necessary matters concerning the Settlement,  
4 including: whether the proposed settlement of the Action on the terms and conditions provided for in  
5 the Agreement is fair, adequate and reasonable and should be finally approved by the Court; whether  
6 an Order Granting Final Approval should be entered herein; whether the plan of allocation contained  
7 in the Agreement should be approved as fair, adequate and reasonable to the Class; and to finally  
8 approve the Class Counsel Award, Service Award, and the Settlement Administration Costs. All papers  
9 in support of the Motion for Final Approval and the Motion for Class Counsel Award and Service  
10 Award shall be filed with the Court and served on all counsel within twenty-eight (28) days following  
11 the expiration of the Response Deadline.

12           17.     In the event the Settlement does not become effective in accordance with the terms of the  
13 Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails to become  
14 effective for any reason, this Settlement Agreement shall be rendered null and void and shall be vacated,  
15 and the Parties shall revert to their respective positions as of before entering into the Agreement. In  
16 such an event, the Court's orders regarding the Settlement, including this Preliminary Approval Order,  
17 shall not be used or referred to in litigation for any purpose. Nothing in this paragraph is intended to  
18 alter the terms of the Settlement Agreement with respect to the effect of the Settlement Agreement if it  
19 is not approved.

20           18.     The Court reserves the right to adjourn or continue the date of the final approval hearing  
21 and all dates provided for in the Agreement without further notice to Class Members and retains  
22 jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

23  
24 Dated: 4/4/25

  
\_\_\_\_\_  
JUDGE OF THE SUPERIOR COURT  
**Carolyn M. Caietti, Judge**