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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

[Complaint Filed: March 16, 2022]

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

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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.
28

- 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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28 ///

- 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

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

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

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

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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 Leslie Joyner, Esq.

17 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	<p>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.</p> <p>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.</p>
Exclude Yourself	<p>If you wish to exclude yourself from the Settlement, you must send a written request for exclusion to the Settlement Administrator as provided below.</p> <p>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.</p> <p>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.</p>
Object	<p>You may write to the Court about why you believe the settlement should not be approved.</p> <p>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.</p>

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.
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Counsel for Defendants:

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Gordon Rees Scully Mansukhani, LLP
633 West Fifth Street, 52nd Floor
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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.