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Attorneys for Defendants LuLu's at Town & Country Village Inc., LuLu's on Laurel Inc, LuLu's on Main Street, Inc., LuLu's on the Alameda Inc., and LuLu's at the Pruneyard Inc.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA CLARA

DARLYN CORTEZ VASQUEZ, individually, and on behalf of Aggrieved Employees pursuant to the California Private Attorneys General Act,

Plaintiff,

vs.

LULU'S AT TOWN & COUNTRY VILLAGE INC.; LULU'S ON LAUREL INC.; LULU'S ON THE ALAMEDA INC.; LULU'S ON MAIN STREET, INC.; LULU'S AT THE PRUNEYARD, INC.; and DOES 1 through 25, inclusive,

Defendants.

Case No. 25CV483201

Honorable Beth McGowen
Department 22

DECLARATION OF BRACKEN RICHARDSON IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL

Confirmation Code:	GVJSASSZ
Date:	July 8, 2027
Time:	1:30 p.m.
Dept.:	22
Complaint Filed:	October 20, 2025
FAC Filed:	September 8, 2026
Trial Date:	Not Set

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DECLARATION OF BRACKEN RICHARDSON

I, Bracken Richardson declare:

1. I am the CEO of Defendants LuLu's at Town & Country Village Inc., LuLu's on Laurel Inc, LuLu's on Main Street, Inc., LuLu's on the Alameda Inc., and LuLu's at the Pruneyard Inc., and have held that role since before this action was filed in October 2025. The matters set forth in this declaration are based on my personal knowledge or a review of documents kept in the ordinary course of business. If called upon as a witness, I could and would testify competently as to the matters set forth herein. I submit this supplemental declaration to provide additional information regarding the financial condition of the LuLu's restaurants in support of the payment structure agreed to by the parties in their settlement agreement for the claims in this action.

2. In 2022, LuLu's at the Pruneyard, Inc. went out of business, and is no longer operational, due to financial hardship. Only LuLu's at Town & Country Village Inc., LuLu's on Laurel Inc, LuLu's on Main Street, Inc., and LuLu's on the Alameda Inc. (together the "LuLu's Restaurants") remain operational.

3. The settlement agreement signed by the parties to this action provides for a total settlement payment of $500,000 to plaintiff and the class for settlement of the claims in this action. However, the LuLu's Restaurants altogether only have around a total of $11,100 cash on hand, and their monthly overhead expenses altogether are over $912,000 (including, approximately, $420,000 in monthly payroll and labor expenses; approximately $175,000 in food and packaging; approximately $87,000 on the lease and maintenance; and approximately $230,000 in taxes and professional fees). The LuLu's Restaurants simply do not have the cash on hand to pay the full lump sum settlement amount for this action at this time.

4. The LuLu's Restaurants, however, expect to be able to gather this amount over a period of eighteen months following the Final Order and Judgment, as structured and agreed upon in the settlement agreement. While the LuLu's Restaurants are a slight profit group of small businesses that generally "break even," the owners will stop taking their salaries and/or procure a loan so that they will be able to make the $500,000 payment eighteen months after the entry of the Final Order and

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Judgment. They need that time to save and pay the settlement amount without severely impacting business, including their ability to issue payroll and pay their routine monthly bills.

I declare under penalty of perjury of the laws of the State of California that the foregoing is true and correct. This declaration was executed on November 16, 2026,.

Signed by:
Bracken Richardson
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Bracken Richardson

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