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Attorneys for *Plaintiffs*

[Additional counsel on following page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

LAURA WEITZ and LAILA FAIZ, individuals,
on behalf of themselves and on behalf of all
persons similarly situated, and on behalf of the
State of California, as a private attorney general,

Plaintiff,

v.

BANANA REPUBLIC, LLC, a Limited Liability
Company; THE GAP, INC., a Corporation; and
DOES 1 through 50, inclusive,

Defendants.

Case No. 23STCV19287

CLASS ACTION

**DECLARATION OF KWANPORN “MAI”
TULYATHAN IN SUPPORT OF
PLAINTIFF’S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: September 4, 2025
Time: 10:00 a.m.
Dept.: 11

Complaint Filed: April 17, 2023
FAC Filed: January 16, 2024

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I, Kwanporn “Mai” Tulyathan, declare as follows:

1. I am an attorney at law, duly licensed to practice before all Courts in the State of California, and am with the law firm Diversity Law Group, counsel of record for Plaintiff Laila Faiz (hereinafter “Faiz”). I have personal knowledge of the facts set forth below and if called to testify I would do so competently.

2. On September 18, 2023, Plaintiff submitted her written notice under Labor Code § 201 to the California Labor & Workforce Development Agency (“LWDA”), alleging violations of Labor Code §§ 201-204 and 246 against Defendant The Gap, Inc. Specifically, Plaintiff alleged that Plaintiff and other employees were not paid sick pay wages at the regular rate of pay. In this regard, Plaintiff and employees routinely earned non-discretionary incentives that increased their regular rates of pay. However, whenever sick pay was paid, it was paid at their base rates of pay. Attached hereto as **Exhibit A** is a true and correct copy of the September 18, 2023 PAGA letter.

3. On November 28, 2023, Plaintiff commenced the *Faiz* action and filed a Class and Representative Action Complaint against Defendant The Gap, Inc. in the Superior Court of the State of California, County of Alameda. Plaintiff asserted claims for (1) violation of Labor Code §§ 201-203; (2) Labor Code § 226; and (3) Labor Code § 2698, *et seq.*

4. During litigation of the actions against Defendant, the Parties became aware of the related and conferred regarding possible global settlement discussions.

5. On June 12, 2024, the Parties participated in an all-day mediation with well-respected and hour mediator, Tripper Ortman. The Parties did not reach a resolution at mediation. After, the Parties continued litigation in both the Weitz and Faiz matters, and continued negotiations with the assistance of Mr. Ortman. On February 27, 2025, Mr. Ortman issued a mediator's proposal, which was accepted by all parties. The Parties executed a Memorandum of Understanding formalizing the terms of the settlement on March 19, 2025.

6. Pursuant to the terms of the settlement, on September 24, 2024, Plaintiffs filed a Second Consolidated Class and Representative Action Complaint (“SACC”) in the *Weitz* action to

consolidate the *Weitz* and *Faiz* matters. Specifically, the SACC added Plaintiff Faiz as a named plaintiff and added her claims to the *Weitz* matter. The SACC is the operative complaint in the *Weitz* matter.

7. After the filing of the SACC, the Parties in the *Faiz* matter stipulated to dismiss the *Faiz* matter without prejudice. On November 7, 2024, the court dismissed the *Faiz* matter without prejudice.

8. Based on their own independent investigation and evaluation, the Parties and their respective counsel are of the opinion that settlement for the consideration and on the terms set forth in the Settlement Agreement is fair, reasonable, and adequate and is in the best interests of the Settlement Class and Defendants, in light of all known facts and circumstances and the expenses and risks inherent in litigation.

9. From the inception of the case, Class Counsel have zealously represented the interests of the Settlement Class. Class Counsel engaged in formal discovery as well as significant discussions with opposing counsel to obtain data on behalf of the Settlement Class. This settlement was obtained for the benefit of the Settlement Class, as opposed to the individual Class Representatives.

10. The Parties recognize the risk, expense, and delay in continuing litigation with the class and PAGA claims, and believe the settlement to be fair, reasonable, and adequate. Each side has apprised the other of their respective factual contentions, legal theories, and defenses, resulting in negotiations taking place between the Parties.

11. I have spent significant time researching and pursuing the claims that have been alleged in this action. The Parties engaged in formal and informal discovery and participated in the exchange of class data and Defendants' pertinent policies and practices. Defendants provided necessary data pertaining to the number of putative class members and number of workweeks at issue, a sampling of time and pay records, as well as information pertaining to Defendants' payroll policies and practices. Based on my review of all the documents and information, and based on my experience in class action litigation, I believe this settlement to be fair, adequate, and reasonable.

12. I was retained based upon a contingency fee arrangement wherein Plaintiff's counsel agreed to advance all costs and receive no fee unless a recovery was accomplished. For example, my office has expended costs for filing and court fees, effect service of process, and pay other litigation-

1 related costs. Had Plaintiff failed to prevail in this case, counsel for Plaintiff would have spent a
2 significant amount of time, money, and other resources without any benefit or return. In addition, had
3 Plaintiff also failed to prevail in the present case, Defendants would have been able to seek attorney's
4 fees and costs in connection with their defense of the case.

5 13. I am one of the primary attorneys on this matter. My qualifications are as follows: I
6 received my JD from Loyola Law School in 2017. I received the First Honors Award in Legal Research
7 and Writing, First Honors Award in Appellate Advocacy, and First Honors Award in Civil Litigation
8 Practicum I for achieving the highest grade in those classes. During law school, I was a Staff Editor for
9 Loyola Law Review. I was also an extern at the U.S. District Court, Central District of California, for
10 the Honorable Christina A. Snyder, and a certified law clerk at the San Diego County District
11 Attorney's Office, Collaborative Courts Division, and the Los Angeles County District Attorney's
12 Office, Consumer Protection and Environmental Crimes Division. In 2016, I participated in Loyola
13 Law School's Scott Moot Court Competition, where I placed Top 16 and was awarded the Top Ten
14 Brief Award. In 2017, I participated in the Employment Rights Clinic, an extension of the Division of
15 Labor Standards Enforcement created to investigate retaliation complaints. Upon graduation from law
16 school, I was admitted to the California Bar in December 2017.

17 14. I am currently an associate at the law firm of Diversity Law Group, P.C., an employment
18 law firm that has handled numerous wage and hour class and individual actions, on both plaintiff and
19 defense sides. The firm currently has cases in numerous state courts, including the Santa Clara Superior
20 Court, Los Angeles Superior Court, Orange County Superior Court, San Diego County Superior Court,
21 Monterey County Superior Court, as well as the United States District Courts for the Central, Northern,
22 Southern, and Eastern Districts of California.

23 15. I am currently handling and/or have handled numerous wage and hour class action and
24 PAGA lawsuits.

25 16. In 2018, I argued before the California Court of Appeal, Second Appellate District, in the
26 case of *Lee v. California Commerce Club, Inc.* (California Court of Appeal Case Number B276171,
27 LASC Case Number BC596924), and *Perez v. Standard Drywall, Inc.* (California Court of Appeal Case
28

1 Number A146819, Alameda Sup. Ct. No. RG15761142). In that same year, I also assisted the firm in
2 successfully obtaining class certification and partial summary judgment by the United States District
3 Court, Central District of California in the case of *Magadia v. Wal-Mart Associates, Inc.* (Case Number
4 17-CV-00062-LHK). I third chaired the bench trial in that same case in December 2018.

5 17. I have also been certified and/or approved as class counsel in numerous other wage/hour
6 class actions. Most recently, I was certified as class counsel in the cases *Garcia v. Wal-Mart Associates,*
7 *Inc., et al.* (Case Number 3:18-cv-00500-L-MDD), *Richert v. Samaritan, LLC, et al.* (Case Number
8 17CV314186), *Song v. THC – Orange County, Inc.* (Case No. 8-17-cv-965-JLS (DFM)), *Hernandez v.*
9 *Wells Fargo Bank National Ass’n, et al* (Case No. 16-CV-299319), and *Sims v. QG Printing II, LLC, et*
10 *al.* (Case No. ED CV 20-1632-DMG (KKx)), as part of the Courts’ orders granting class certification
11 pursuant to Rule 23 of the FRCP and California Code of Civil Procedure § 382.

12 18. Moreover, I was granted final approval as class counsel in *Lao v. H & M Hennes &*
13 *Mauritz, L.P.* (Case No. 5:16:cv-333 EJD), *Abarca v. El Estero Car Wash, Inc. et al* (Case No.
14 18CV003398), *Valles v. Community Hospital of the Monterey Peninsula* (Case No. 17CV003452),
15 *Chavez v. Hugo Boss Retail, Inc.* (Case No. 18CV322644), *Hernandez v. Wells Fargo Bank National*
16 *Ass’n, et al* (Case No. 16-CV-299319); *Baker v. California Forensic Medical Group, Inc., et al.*, Judicial
17 Council Coordination Proceeding No. 4999 (Lead Case No. 17CV003723); *Mendez v. Falcon Trading*
18 *Company* (Case No. 19CV004512); *Truong v. DS Services of America, Inc.* (Case No. FCS054399).

19 19. My current billing rate is \$650.00 per hour. In 2019 and 2020, I was approved at an
20 hourly rate of \$450.00 per hour by various courts in a number of matters, including but not limited to,
21 *Lao v. H & M Hennes & Mauritz, L.P.* (N.D. Cal., Case No. 5:16:cv-333 EJD), *Hernandez v. Wells*
22 *Fargo Bank National Ass’n, et al* (C.D. Cal., Case No. 16-CV-299319), and *Abarca v. El Estero Car*
23 *Wash, Inc. et al* (Monterey County Superior Court Case No. 18CV003398). In 2021, I was approved at
24 the hourly rate of \$500.00 in various cases, including *Baker v. California Forensic Medical Group, Inc.,*
25 *et al.*, Judicial Council Coordination Proceeding No. 4999 (Lead Case No. 17CV003723); *Mendez v.*
26 *Falcon Trading Company* (Monterey County Superior Court Case No. 19CV004512); and *Truong v. DS*
27 *Services of America, Inc.* (Solano County Superior Court Case No. FCS054399).

1 20. As of January 1, 2023, my hourly rate increased to \$600.00 per hour. I was approved at
2 the hourly rate of \$600.00 in *Moen v. Genentech, Inc.* (San Diego Superior Court Case No. 37-2021-
3 00008619-CU-OE-CTL) *Murray v. Granite Wellness Centers et al.* (Nevada County Superior Court
4 Case No. CU20-084680), *Norman v. B & H Global Marketing, LLC* (Sacramento County Superior Court
5 Case No. 34-2022-00314707), *Osman-Bravard v. Placer Title Company* (Nevada County Superior Court
6 Case No. CU21-085315), *Cabalo v. Jones Lang LaSalle Americas, Inc.* (San Diego County Superior
7 Court Case No. 37-2020-00044322-CU-OE-CTL), and *Apex Systems Wage and Hour Cases* (Orange
8 County Superior Court, JCCP No. 5096). In 2025, I recently increased my hourly rate to \$650.00 per
9 hour.

10 21. My co-counsel and I will adequately represent the Class Members in this action.
11 Plaintiffs' counsel have and will zealously represent Plaintiffs and the Settlement Class and pursue this
12 lawsuit to its conclusion.

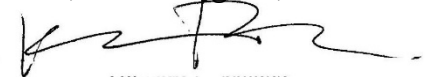
13 22. To date, my office has incurred \$2,117.28 in costs connection with the litigation and
14 prosecution of the Action. The costs are all litigation related costs, including filing and service fees,
15 court fees, and postage fees.

16 23. Class Counsel has reached an agreement to split attorney's fees among Plaintiffs'
17 counsel. Plaintiff Faiz was apprised of and has consented to the fee split agreement.

18 24. The total attorneys' fees approved by the Court will be allocated as follows, according to
19 a written fee sharing agreement between Class Counsel approved by Plaintiffs: 60% to Blumenthal
20 Nordrehaug Bhowmik De Blouw LLP, 26% to Diversity Law Group, P.C., and 14% to Polaris Law
21 Group.

22 I declare under penalty of perjury under the laws of the State of California that the foregoing is
23 true and correct.

24 Executed on this 27th day of August 2025, at Los Angeles, California.

25 

26 Kwanporn "Mai" Tulyathan
27
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EXHIBIT A

LAILA FAIZ

c/o DIVERSITY LAW GROUP, P.C.
515 S. FIGUEROA STREET, SUITE 1250
LOS ANGELES, CALIFORNIA 90071
TELEPHONE (213) 488-6555
FACSIMILE (213) 488-6554

September 15, 2023

VIA ONLINE FILING

California Labor & Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

Re: Faiz v. The Gap, Inc.

To Whom It May Concern:

This correspondence shall constitute as my written notice under Labor Code § 2699.3 of claims against The Gap, Inc. ("Defendant" or "the Company"). Specifically, I allege as follows:

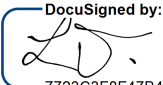
1. The Company violated Labor Code §§ 201-204 and 246 by failing to pay me and all similarly situated aggrieved employees sick pay at the regular rate of pay as the Company failed to include non-discretionary remuneration, including, but not limited to award/contest incentives, into the regular rate of pay for sick pay wages. Further, as a result of such violations, the Company violated Labor Code § 226 as the wage statements failed to accurately identify the accurate rates of pay and gross/net wages earned.

The address for Defendant is as follows:

The Gap, Inc.
2 Folsom Street
San Francisco, CA 94105

Please contact my attorney Larry W. Lee at the above address/phone number if you have any questions regarding this matter.

Sincerely,

DocuSigned by:

7723C3F8F47B491...
Laila Faiz

Cc: The Gap, Inc. (via certified mail)