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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF RIVERSIDE**

SOPHIA RUIZ, on behalf of the State of
California, as a private attorney general,

Plaintiff,

vs.

LULULEMON USA INC., a corporation;
LULULEMON ATHLETICA USA INC; a
corporation; and DOES 1 through 50,
Inclusive,

Defendants.

CASE NO.: CVRI2306367

**[PROPOSED] ORDER AND JUDGMENT
APPROVING PAGA SETTLEMENT**

Hearing Date: October 16, 2024

Hearing Time: 8:30 a.m.

Reservation ID: 952650224366

Judge: Hon. Harold W. Hopp

Dept.: 1

Complaint Filed: November 27, 2023

1 **ORDER AND JUDGMENT**

2 Plaintiff Sophia Ruiz ("Plaintiff") moves for approval of the settlement of Plaintiff's claims
3 under the California Labor Code Private Attorneys General Act ("PAGA"), pursuant to California
4 Labor Code § 2699(1), against Defendants Lululemon USA, Inc. and Lululemon Athletica, Inc.
5 (erroneously sued as Lululemon Athletica USA, Inc.) ("Defendants").

6 Plaintiff exhausted all administrative remedies required to bring the PAGA claims asserted in
7 this action and is authorized to act as private attorney general with respect to the PAGA claims being
8 released under the terms of the PAGA Settlement Agreement ("Settlement Agreement"), which is
9 incorporated by reference. The California Labor Workforce Development Agency was provided with
10 notice of the Settlement and the motion for approval of the PAGA settlement via its online process
11 and no objection has been received to the settlement or the motion from the Labor Workforce
12 Development Agency.

13 The Parties seek approval of the settlement of Plaintiff's PAGA claims and the PAGA
14 Payment to be paid as part of the settlement as set forth in the Settlement Agreement which was filed
15 with the Court. The settlement provides for a Gross PAGA Settlement Amount in the total sum of
16 \$1,050,000, which includes the PAGA Payment, the Administration Expenses Payment (not to
17 exceed \$30,000) for ILYM Group, Inc. to administer the settlement, PAGA Counsel Fees Payment in
18 the amount of \$350,000 (one-third of the Gross Settlement Amount), a Service Award in the amount
19 of \$10,000, and PAGA Counsel Litigation Expenses Payment in the amount of \$27,085.80. The
20 PAGA Payment of no less than \$632,914.20, which is the amount remaining of the Gross PAGA
21 Settlement Amount after deduction of the Administration Expenses Payment, the Service Award and
22 PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, shall be allocated to
23 Labor Code 2699 penalties and 75% of the payment will be paid to the LWDA (no less than
24 \$474,685.65) and 25% will be paid to the Aggrieved Employees (no less than \$158,228.55).

25 The Court, having reviewed the evidence and papers submitted and argument of counsel,
26 pursuant to Labor Code section 2699(1)(2) hereby GRANTS the Plaintiff's motion and approves the
27 PAGA settlement as set forth in the Settlement Agreement and the PAGA Payment, which shall be
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1 allocated and paid out as set forth in the Settlement Agreement.

2 The “Aggrieved Employees” are defined as all individuals who are or were employed by
3 Defendants in California and classified as a non-exempt employee at any time during the PAGA
4 Period. The PAGA Period is the period from August 7, 2022 to August 30, 2024.

5 Upon the Effective Date, the Released Parties shall be entitled to a release from Plaintiff and
6 the State of California for any “PAGA Released Claims”, which shall mean all claims for PAGA
7 penalties that could have been obtained by the Labor Commissioner for the violations identified in
8 Plaintiff’s pre-filing letter to the LWDA that were alleged, or reasonably could have been alleged,
9 based on the facts stated in the Operative Complaint, which occurred during the PAGA Period,
10 including all civil penalty claims for violations of the California Labor Code sections 201, 202, 203,
11 204, 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, and
12 2802, California Code of Regulations, Title 8, Section 11040, Subdivisions 5(A)-(B), California Code
13 of Regulations, Title 8, Section 1 1070(14), and the applicable provision of the relevant IWC Wage
14 Orders and all subsections described in the notice sent by Plaintiff to the LWDA, and only to the
15 extent that they were alleged in the Operative Complaint. Plaintiff does not release any aggrieved
16 employee’s claim for wages or damages. The PAGA release shall bind only Plaintiff and the State of
17 California as to the PAGA Released Claims and shall not include claims outside of the PAGA Period,
18 unrelated PAGA claims, or PAGA claims related to wrongful termination, unemployment insurance,
19 disability, social security, or workers’ compensation. With the exception of the named Plaintiff, in no
20 event shall the release in this Settlement Agreement release any individual claims of any individuals
21 outside of the PAGA Released Claims.

22 This settlement (including this Order) cannot be used, directly or indirectly, to introduce, use,
23 or admit in this case or in any other judicial, arbitral, administrative, investigative or other forum or
24 proceeding, as purported evidence of any violation of any federal, state, or local law, statute,
25 ordinance, regulation, rule or executive order (i.e., evidence of a “first” or “initial” violation), or any
26 liability, obligation, or duty at law or in equity, or for any other purpose. This settlement (including
27 this Order) shall not be construed to be an admission by Defendants of any liability or wrongdoing as
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1 to Plaintiff, the Aggrieved Employees, or any other person, and Defendants specifically disclaim any
2 such liability or wrongdoing.

3 This claim asserted under PAGA in this action is dismissed with prejudice. After entry of this
4 Order and Judgment, the Court shall, pursuant to Code of Civil Procedure §664.6, retain jurisdiction
5 pursuant to California Code of Civil Procedure § 664.6 to construe, interpret, implement, and enforce
6 the Settlement Agreement, to hear and resolve any contested challenge to a claim for settlement
7 benefits, and to supervise and adjudicate any dispute arising from or in connection with the
8 distribution of settlement benefits.

9 A compliance hearing is set for October 7, 2025 at 8:30 a.m. in Department 1, and the
10 deadline for the filing of a report concerning the amount of money distributed and/or uncashed is
11 September 23, 2025.

12 **IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH**
13 **ENTERED ACCORDINGLY.**

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15 DATED: _____

16 THE HONORABLE HAROLD W. HOPP
17 JUDGE OF THE SUPERIOR COURT
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