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Attorneys for Plaintiff

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,

v.

LULULEMON USA INC., a Corporation;
LULULEMON ATHLECTICA USA INC; a
corporation; and DOES 1 through 50,
inclusive,

,

Defendants.

Case No. CVRI2306367

NOTICE OF ENTRY OF JUDGMENT

Hearing Date: November 1, 2024

Hearing Time: 8:30 a.m.

Judge: Hon. Harold W. Hopp

Dept.: 1

Complaint Filed: November 27, 2023

Trial Date: Not Set

1 **TO ALL PARTIES AND THEIR RESPECTIVE ATTORNEYS OF RECORD:**

2 YOU ARE HEREBY NOTIFIED THAT on November 1, 2024, the Court entered the
3 Judgment in the above-entitled action. A true and correct copy of the Judgment is attached hereto
4 as Exhibit #1.

5 Respectfully submitted,

6
7 Dated: November 7, 2024

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

9 By: /s/ Kyle Nordrehaug
10 Kyle R. Nordrehaug

11 Attorneys for Plaintiff
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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

I, Kyle Nordrehaug, am a citizen of the United States and a resident of the State of California. I am employed in the County of San Diego, State of California. I am over the age of 18 and not a party to the within action. My business address is 2255 Calle Clara, La Jolla, California 92037. On November 7, 2024, I served the document(s) described as:

1. **NOTICE OF ENTRY OF JUDGMENT**

XX **BY ELECTRONIC SERVICE**): I provided the documents referenced above electronically via electronic mail (e-mail) to counsel for Defendant at the following e-mail address(es):

SQUIRE PATTON BOGGS (US) LLP

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Attorneys for Defendants

LULULEMON USA INC., and LULULEMON ATHLECTICA USA INC

X (ONLINE TO THE LWDA): I caused the above-described document to be delivered to the Labor Workforce Development Agency via online process at the PAGA Filing website in accordance with the procedure imposed by the LWDA.

X (State): I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on November 7, 2024, at San Diego, California.

/s/ Kyle Nordrehaug
Kyle Nordrehaug

EXHIBIT #1

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

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Attorneys for Plaintiff

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

NOV 01 2024

E. Escobedo

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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

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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.**

14
15 DATED: 10/11/24

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