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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**

**DECLARATION OF KYLE NORDREHAUG
IN SUPPORT OF MOTION TO APPROVE
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

Trial Date: Not Set

1 I, Kyle Nordrehaug, declare as follows:

2 1. I am the partner in the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP,
3 attorneys for Plaintiff Sophia Ruiz ("Plaintiff"). As such, I am fully familiar with the facts, pleadings
4 and history of this matter. I am submitting this declaration in support of the Plaintiff's Motion to
5 Approve PAGA Settlement in this matter. The following facts are within my own personal knowledge,
6 and if called as a witness, I could and would testify competently to the matters stated herein.

7 2. CMO ¶ D(1)(a)-(b) - A true and correct copy of the fully executed PAGA Settlement
8 Agreement ("Agreement") with Defendants lululemon usa inc. and lululemon atletica inc.
9 (erroneously sued as Lululemon Athletica USA, Inc.) ("Defendants") is attached as Exhibit #1. On
10 May 2, 2024, the Parties engaged in a mediation session before mediator David Rotman. Through
11 arms-length negotiations with the assistance of the mediator, the Parties reached an agreement to settle
12 the Action which led to the signing of a Memorandum of Understanding.

13 3. The Litigation –

14 (a) PAGA Counsel mailed the necessary correspondence to the California Labor and
15 Workforce Development Agency ("LWDA") on August 7, 2023, on behalf of Plaintiff, requesting
16 authorization from the LWDA to seek civil penalties as provided by the Private Attorney General Act
17 of 2004 ("PAGA") for the wage and hour violations alleged in the PAGA Notice. A true and correct
18 copy of this PAGA Notice is attached hereto as Exhibit #5. The 65-day notice period for the LWDA
19 to notify of its intent to investigate expired on October 11, 2023. On November 27, 2023, Plaintiff
20 filed a Representative Action Complaint in this Court against Defendants, alleging a single cause of
21 action for recovery of civil penalties for Violation of the PAGA [Labor Code §§ 2698, *et seq.*]. Plaintiff
22 and Defendants agreed to private mediation with David Rotman, Esq. Prior to the mediation, the
23 Parties conducted significant investigation and discovery of the facts and law. Defendants produced
24 hundreds of documents relating to its policies, practices, and procedures regarding paying non-exempt
25 employees for all hours worked, overtime, meal and rest period policies, payroll and operations
26 policies, and more. Plaintiff was provided with sufficient records and data to determine the number of
27 Aggrieved Employees and the number of pay periods in the PAGA Period. The Parties agree that the
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1 above-described investigation and evaluation, as well as the information exchanged during the
2 settlement negotiations, are more than sufficient to assess the merits of the Parties' positions and to
3 compromise the issues on a fair and equitable basis.

4 (b) **CMO ¶D(2)(a)** - Plaintiff's theory of PAGA liability as argued at mediation alleged
5 that Defendants are liable for miscalculating meal period premiums and sick pay as a result of not
6 including certain remunerations into the regular rate, and for requiring off-the-clock work without
7 compensation. For example, the following additional remunerations were not fully incorporated into
8 the regular rate for the purpose of paying meal/rest premiums and sick pay: Shift Premium Amount,
9 Yoga Benefit Amount, \$Discrbonus \$Discr Bonus Amount, \$Retailperiodbonus Retail Period Bonus
10 Amount, Shiftprem Shift Premium Amount, \$Quarterlybonus Quarterly Bonus Amount (Quarterly).
11 Plaintiff's expert determined that 29.9% of Aggrieved Employees and 3.1% of pay periods had meal
12 premiums and additional remunerations earned or had weighted average rate issues, and 45.1% of
13 Aggrieved Employees and 6.0% of pay periods had sick pay and additional remunerations earned or
14 had weighted average rate issues. Plaintiff's expert also identified 179,414 hours of unpaid wages due
15 to off-the-clock work as a result of daily communications in a Merchandise Text Chain and Operations
16 Text Chain, along with off-the-clock calls and text messages with management and co-workers.
17 Plaintiff also alleged that Defendants did not provide Aggrieved Employees with all compliant meal
18 periods and rest breaks to which they were entitled, identifying a meal break violation rate among
19 Aggrieved Employees of 77.5% of all shifts (192,220 unique violations out of 591,656 shifts
20 analyzed). The Aggrieved Employees' pay data reflected meal break premiums paid for only 7,522
21 instances, imputing that only roughly 3.9% of facial violations have had a premium paid. The 192,220
22 unique meal break violations include 9,421 late (after 5th hour), 1,490 missed (for shifts greater than
23 6 hours), 350 short (under 30 minutes), and 187,915 shifts with exactly 30-minute meals (for shifts
24 greater than 6 hours) due to Defendants' unlawful failure to allow employees to record their shortened
25 meal periods. The Aggrieved Employees' time data also reflected recorded rest breaks with a violation
26 rate is 37.9% (198,255 unique violations out of 522,639 shifts 3.5 hours or longer), with rest break
27 premiums paid for 841 instances, imputing that a mere 0.4% of facial violations had a premium paid.
28

1 Lastly, Plaintiff also alleged at mediation that Defendants failed to reimburse Plaintiff and the
2 Aggrieved Employees for reasonable business expenses incurred as a result of using Defendants’
3 required timekeeping application as well as for participating in mandatory off the clock work calls and
4 responding to text messages. Defendants denied these allegations and retained an expert that rebutted
5 such findings.

6 (c) On May 2, 2024, the Parties engaged in an all-day mediation session before mediator,
7 David Rotman, Esq., a respected and experienced mediator knowledgeable of both the wage and hour
8 laws and representative claims at issue in this action. Through arms-length negotiations with the
9 assistance of the mediator, the Parties reached an agreement to settle the PAGA claims in this action
10 which led to the signing of a Memorandum of Understanding memorializing the settlement.¹ The
11 settlement was negotiated in light of all known facts and circumstances and the uncertainty associated
12 with litigation – including the risk of Plaintiff not being able to maintain representative claims, the
13 difficulty of proving Plaintiff’s claims in a manageable trial, the merits of Defendants’ potential
14 defenses and differing expert findings, and the significant delay and potential appellate issues inherent
15 to litigation – and was reached after extensive arm’s length negotiations, with the assistance of
16 mediator, David A. Rotman, Esq.

17 4. The claim before this Court is solely the representative claim under PAGA on behalf
18 of the State of California for civil penalties pursuant to the PAGA. The parties have agreed to settle
19 this PAGA claim in its entirety after investigation and an arm’s length mediation session. The PAGA
20 settlement is subject to Court approval consistent with Labor Code §2699(1)(2). (Agreement at ¶
21 III(D)(I)-(J)). The Agreement negotiated by the Parties provides for a “Gross PAGA Settlement
22 Amount” payment in the amount of \$1,050,000 to resolve the Released PAGA Claims (hereinafter
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24 ¹ In addition to the Gross PAGA Settlement Amount, Defendants has agreed to separately settle
25 Plaintiff’s individual claims pursuant to separate confidential Individual Settlement Agreement
26 (“Individual Settlement”) (Agreement at ¶ III(E)(2)). The individual claims were not at issue in this
27 action and exist independent and apart from the PAGA claims at issue before the Court. *See Kim v.*
28 *Reins Int’l Cal., Inc.*, 9 Cal. 5th 73, 80 (2020) (the “[s]ettlement of individual claims does not strip an
Aggrieved Employee of standing, as the state’s authorized representative, to pursue PAGA remedies”
nor resolve the PAGA claims.).

1 referred to as the “PAGA Settlement”). From this PAGA Settlement of \$1,050,000, there is a deduction
2 of attorneys’ fees (“PAGA Counsel Fees Payment”) in the amount of \$350,000 (which is one-third of
3 the PAGA Settlement), reimbursement of incurred costs (“PAGA Counsel Litigation Expenses
4 Payment”) in an amount not to exceed \$35,000, a service award of \$10,000 (“Service Award”) and
5 Administration Costs not to exceed \$30,000. (Agreement at ¶¶ III(D)(1)-(4)).² After these deductions,
6 the amount remaining is the “PAGA Payment”, which is estimated to be no less than \$625,000.
7 Seventy-five percent (75%) (no less than \$468,750) will be paid to the LWDA, and the remaining
8 twenty-five percent (25%) (no less than \$156,250) will be paid to the Aggrieved Employees
9 (Agreement at ¶ III(D)(1)). “Aggrieved Employee” means all individuals at retail locations who are or
10 were employed by Defendants in California and classified as a non-exempt employee at any time during
11 the PAGA Period. The PAGA Period is the period from August 7, 2022 to August 30, 2024. (Agreement
12 at ¶¶ I(B), I(K).) The Individual PAGA Payment for each Aggrieved Employee shall be based on the
13 number of pay periods each Aggrieved Employee worked during the PAGA Period as an Aggrieved
14 Employee, as a percentage of the total pay periods worked by all Aggrieved Employees during the
15 PAGA Period. (Agreement at ¶ III(D)(1)(a).) For mediation, Defendants represented that there are
16 approximately 5,359 Aggrieved Employees who collectively worked approximately 100,000 pay
17 periods during the PAGA Period. (Agreement at ¶ III(C)). Upon the Effective Date, the Released
18 Parties shall be entitled to a release from Plaintiff and the State of California for any “PAGA Released
19 Claims”, which shall mean all claims for PAGA penalties that could have been obtained by the Labor
20 Commissioner for the violations identified in Plaintiff’s pre-filing letter to the LWDA that were alleged,
21 or reasonably could have been alleged, based on the facts stated in the Operative Complaint, which
22 occurred during the PAGA Period, including all civil penalty claims for violations of the California
23 Labor Code sections 201, 202, 203, 204, 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512,

24 ² If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses
25 Payment less than the amounts requested, the Administrator will allocate the remainder of these
26 amounts to the PAGA Payment. (Agreement at ¶¶ III(D)(2)). To the extent the Administration
27 Expenses are less, or the Court approves payment less than \$30,000, the Administrator will allocate
28 the remainder of this amount to the PAGA Payment (*Id.* at ¶ III(D)(3)). In the event the Service Award
is approved for less than \$10,000.00 to Plaintiff, the unawarded difference will be added to the PAGA
Payment for distribution and not paid to Plaintiff, PAGA Counsel, or Defendants. (*Id.* at ¶ III(D)(4)).

1 558(a)(1)(2), 1194, 1197, 1197.1, 1198, and 2802, California Code of Regulations, Title 8, Section
2 11040, Subdivisions 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14), and the
3 applicable provision of the relevant IWC Wage Orders and all subsections described in the notice sent
4 by Plaintiff to the LWDA, and only to the extent that they were alleged in the Operative Complaint.
5 (Agreement at ¶III(E)(1)). Plaintiff does not release any aggrieved employee's claim for wages or
6 damages. The PAGA release shall bind only Plaintiff and the State of California as to the PAGA
7 Released Claims and shall not include claims outside of the PAGA Period, unrelated PAGA claims, or
8 PAGA claims related to wrongful termination, unemployment insurance, disability, social security, or
9 workers' compensation. With the exception of the named Plaintiff, in no event shall the release in the
10 Agreement release any individual claims of any individuals outside of the PAGA Released Claims.
11 (*Id.*)

12 5. PAGA Counsel Fees equal to one-third of the Gross PAGA Settlement amount
13 (\$350,000), a Service Award of \$10,000 and PAGA Counsel Litigation Expenses in an amount not to
14 exceed \$35,000 will also be paid to PAGA Counsel as part of the settlement in accordance with
15 California Labor Code § 2699(g)(1), as set forth in the Agreement.³ Lastly, payment to the
16 Administrator in an amount not to exceed \$30,000 to perform the administrative duties to distribute
17 the settlement money shall also be paid.

18 6. As experienced counsel, we believe that the PAGA Settlement is fair and reasonable
19 and therefore should be approved in light of Defendant's potential defenses to the violations at issue,
20 the risks and costs of continued litigation. Here, the Gross PAGA Settlement Amount of \$1,050,000
21 constitutes approximately \$10.50 per pay period. This PAGA Settlement amount compares favorably
22 to the estimated amount of PAGA penalties. With the assistance of an expert, Plaintiff calculated that
23 the maximum amount of statutory PAGA civil penalties was potentially \$10,000,000 without stacking
24 based on 100,000 pay periods applicable to the 5,359 Aggrieved Employees during the PAGA Period.⁴

25 ³ As set forth below, PAGA Counsel incurred costs in the current amount of \$27,085.80, which is less
26 than the cost allocation in the Agreement.

27 ⁴ Stacking is where more than one civil penalty is imposed in a pay period for the same conduct. The
28 valuation of \$10,000,000 is the civil penalty amount without stacking. If stacking is permitted, then
the valuation increases with each additional penalty added to each pay period. Plaintiff, however, is

1 Importantly, however, these calculations were performed at the maximum statutory rate for the
2 penalties, when in fact, it is likely that any penalties awarded would be at a lower rate. California
3 Labor Code Section 2699(e)(1) permits a Court to award a lesser amount than the maximum civil
4 penalty if based on the facts and circumstances to do otherwise would result in an award that is "unjust,
5 arbitrary and oppressive or confiscatory." In *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504
6 (2018), the Court of Appeal affirmed a judgment after trial which only provided for a PAGA penalty
7 of \$5 per pay period. Therefore, at trial, any PAGA penalties awarded could be significantly less than
8 Plaintiff's calculation even where Plaintiff prevailed on the PAGA claim. If the amount of \$5 per pay
9 period from *Carrington v. Starbucks* is used, the potential recovery of civil penalties would be only
10 \$500,000, which is far less than this settlement provides.

11 7. Here, Plaintiff would need to prove that each Aggrieved Employee suffered a violation
12 for each period the employee worked in relation to meal or rest period violations, failure to pay
13 minimum wages, failure to pay overtime and sick pay wages, failure to provide accurate itemized
14 wage statements, failure to reimburse employees for required expenses, and failure to pay wages when
15 due. Defendants maintain that Plaintiff and the Aggrieved Employees were properly compensated,
16 and that it did not violate the Labor Code. Accordingly, Defendants dispute and deny Plaintiff's
17 allegations and claims asserted in both the PAGA Notice and the Operative Complaint, which are
18 resolved by the Agreement. Defendants have maintained and offered expert information supporting
19 that it pays employees all wages, provides compliant meal and rest breaks, reimburses for all
20 reasonably incurred business expenses, and prohibits off-the-clock work. Defendants asserted
21 additional defenses to the PAGA claim, not only as to liability but also as to the amount of the
22 penalties. Defendants asserted that no penalties prior to the PAGA notification should be awarded
23 because the violations were not intentional, and at least one Court has so ruled. These defenses present
24 a risk to the PAGA claims and the potential that some or all of the PAGA penalties sought may not be
25 awarded. Given Defendants' potential defenses to the violations at issue, the risks and costs of
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27 _____
28 not aware of any PAGA award which permitted stacking and in the cases cited herein, only one penalty
per pay period was assessed.

1 continued litigation, Plaintiff and her attorneys believe that the PAGA Settlement is fair and
2 reasonable. Defendants have similarly concluded that it is desirable that the action is settled in the
3 manner and upon the terms and conditions set forth in the Agreement in order to avoid further expense,
4 inconvenience for its employees and distraction of further legal proceedings, as well as the uncertainty
5 of litigation. Defendants have determined that it is desirable and beneficial to put to rest the claims in
6 this action and Defendants agree that the PAGA Settlement is fair, reasonable, and adequate. PAGA
7 Counsel have significant experience litigating wage and hour claims including claims for PAGA
8 penalties, and the PAGA Settlement here is similar to or greater than similar settlements that courts
9 have approved. The PAGA Settlement, along with the other terms of the proposed settlement, were
10 negotiated by experienced counsel at arm's length with the assistance of a private mediator, David A.
11 Rotman, Esq. As set forth in the accompanying proof of service, the LWDA has been provided notice
12 of this motion and the PAGA settlement. The decision of the LWDA to accept the PAGA Settlement
13 and not oppose the motion should be given considerable weight. This is not a situation where the
14 Court needs to be concerned about the rights of absent employees as in a class settlement, as this
15 PAGA-only settlement does not release the individual claims of absent employees other than PAGA
16 claims, and the LWDA is a sophisticated government entity that is more than able to look out for its
17 own rights.

18 8. **CMO ¶ D(3)** - PAGA Counsel seek approval of attorneys' fees from the PAGA
19 settlement in the amount of \$350,000 representing one-third of the \$1,050,000 Gross PAGA
20 Settlement Amount. The attorneys' fees will be paid 100% to Blumenthal Nordrehaug Bhowmik De
21 Blouw LLP. The payment of attorneys' fees and costs to PAGA Counsel under the Agreement is
22 supported by several factors. First, the requested fees are justified by the result achieved. PAGA
23 Counsel negotiated a recovery of \$980,000.00, and this result justifies the requested fees equal to one
24 third of this recovery. This percentage is within the standard contingent recovery percentage of one-
25 third, and this percentage is what was expressly approved by the Supreme Court in *Laffitte v. Robert*
26 *Half Int'l Inc.*, 1 Cal.5th 480, 504, (2016). Second, the fee award is justified by the work performed
27 and contributions to the case. Second, the fee award is justified by the work performed and
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1 contributions to the case. Here, the fee award is less than PAGA Counsel's current lodestar of
2 \$202,147.50, and thus represents a reasonable multiplier of 1.7. As detailed in the accompanying
3 billing statement, true and correct copies of which are attached hereto as Exhibit #2, the current
4 lodestar for my firm in this court matter as of September 11, 2024 is \$202,147.50 for more than 269
5 hours of work prosecuting the claims being resolved by this Settlement. This time does not include
6 time incurred after the billing was finalized and the time spent managing the completion of the
7 settlement, which I estimate will add another \$20,000 in additional lodestar. Third, the consideration
8 of the enhancement factors would justify the enhancement of the lodestar. Courts multiply the lodestar
9 by a factor to account for the risk of non-payment, delay in payment, the quality of work, and the
10 novelty and difficulty of the issues involved. Here, where an enhancement would be warranted, but
11 the fee award is less than the lodestar, there can be no question of the reasonableness of the award.

12 9. The award of litigation expenses is based upon the actual expenses incurred by PAGA
13 Counsel, which currently are \$27,085.80 which is less than the \$35,000 allocation for costs in the
14 Agreement, so the difference of \$7,914.20 will be added to the PAGA Payment amount. The litigation
15 expenses incurred by my firm in the amount of \$27,085.80 were all reasonably necessary to the
16 litigation and are detailed in Exhibit #2 attached hereto.

17
18 Experience and Qualifications

19 10. I have represented hundreds of thousands of employees in hundreds of legal matters,
20 including PAGA lawsuits and hundreds of employment class actions. Blumenthal Nordrehaug
21 Bhowmik De Blouw LLP's practice is devoted almost entirely to the prosecution of wage and hour
22 class action and PAGA action matters. The attorneys at Blumenthal Nordrehaug Bhowmik De Blouw
23 LLP have been appointed lead counsel in hundreds of contested motions for class certification
24 including many consolidated wage and hour matters.

25 (a) Blumenthal Nordrehaug Bhowmik De Blouw LLP was responsible for handling
26 the briefing and argument that resulted in the landmark ruling of *Sakkab v. Luxottica Retail N. Am.,*
27 *Inc.*, 803 F.3d 425 (9th Cir. 2015). There, Blumenthal Nordrehaug Bhowmik De Blouw LLP overcame
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1 opposition by Littler Mendelson and amici Curiae briefs submitted by Mayer Brown LLP to persuade
2 the Ninth Circuit of the importance of the substantive rights of the State of California under the
3 California Private Attorney General Act of 2004 ("PAGA"). Blumenthal Nordrehaug Bhowmik De
4 Blouw LLP took the lead on this case where the ruling was the reaffirmation of the PAGA statute and
5 the *Iskanian* rule. Blumenthal Nordrehaug Bhowmik De Blouw LLP also has recently engaged in
6 noted appellate work on the subject of class actions in the California Court of Appeals resulting in the
7 opinions handed down in *Securitas Sec. Services USA, Inc. v. Superior Court*, 234 Cal. App. 4th 1109,
8 184 Cal. Rptr. 3d 568 (2015) (class or representative action waiver in an employment-related
9 arbitration agreement was unenforceable); *Altman v. Solarcity Corp.*, No. D067582, 2016 Cal. App.
10 Unpub. LEXIS 3536 (Ct. App. May 13, 2016) (same). In 2015, Blumenthal Nordrehaug Bhowmik
11 De Blouw LLP received an award from the Daily Journal for Top Appellate Reversal, and I received
12 an award from the Daily Journal as Top Labor & Employment Attorney 2016.

13 (b) Blumenthal Nordrehaug Bhowmik De Blouw LLP has litigated hundreds of
14 PAGA claims. In particular, in the last several years Blumenthal Nordrehaug Bhowmik De Blouw
15 LLP negotiated court-approved PAGA settlements with: (i) Mattress Firm in the amount of \$3,750,000
16 (*Miller v. Mattress Firm*, Santa Clara County Superior Court Case No. 17CV313148); (ii) CH
17 Robinson in the amount of \$630,000 (*Poublon v. C.H. Robinson*, U.S.D.C. Central District of
18 California Case No. 12-06654); (iii) Accentcare in the amount of \$500,000 (*Lanuza v. Accentcare*,
19 San Francisco Superior Court Case No. CGC-18-565521); (iv) Prime Healthcare in the amount of
20 \$700,000 (*Ortega v. Prime Healthcare Paradise Valley, LLC*, Superior Court of California for the
21 County of San Diego, Case No. 37-2014-00011240); (v) Planet Beauty in the amount of \$200,000
22 (*Sanchez v. Beena Beauty Holding, Inc.*, Superior Court of California for the County of Los Angeles,
23 Case No. BC566065); (vi) Holman Automotive Group in the amount of \$580,000 (*Gabriel v. KUNI*
24 *SDI, LLC, et al.*, Superior Court of California for the County of San Diego, Case No. 37-2017-
25 00025191); (vii) Aircraft Service International in the amount of \$1,100,000 (*Martin v. Aircraft Service*
26 *International, Inc., et al.*, Superior Court of California, County of San Francisco Case No. CGC-18-
27 566072); (viii) Easy Driving School in the amount of \$896,000 (*Thomas v. Easy Driving School*,

1 Superior Court for the County of San Diego, Case No. 37-2018-00047639); (ix) Café Rio in the
2 amount of \$835,000 (*Quincho v. Café Rio*, Superior Court for the County of San Bernardino, Case
3 No. CIVDS2011822); (x) Altamed in the amount of \$1,570,000 (*Meek v. Altamed Health Services*,
4 Superior Court for the County of Los Angeles, Case No. 20STCV47464); (xi) Lululemon in the
5 amount of \$1,200,000 (*O'Donnell v. Lululemon USA, Inc.*, Superior Court for the County of Ventura,
6 Case No. 56-2020-00542441); (xii) Yourmechanic in the amount of \$1,285,000 (*Provost v.*
7 *Yourmechanic, Inc.*, Superior Court for the County of San Diego, Case No. 37-2017-00024056); (xiii)
8 Altamed in the amount of \$1,570,000 (*Meek v. Altamed Health Services*, Superior Court for the County
9 of Los Angeles, Case No. 20STCV47464); (ix) Oakhurst in the amount of \$380,000 (*Neff v. Oakhurst*
10 *Industries*, Superior Court for the County of Los Angeles, Case No. 21STCV21110); (x) and, Gurnick
11 Academy of Medical Arts in the amount of \$545,000 (*Serna v. Gurnick Academy of Medical Arts*,
12 Superior Court for the County of San Mateo, Case No. 22-CIV-01185); (xi) *Gonzalez v. Lancaster*
13 *Hospital Corporation* (Los Angeles Superior Court Case No. 22AVCV00254). Based upon our
14 significant experience litigating claims for PAGA penalties, the opinion of experience counsel is that
15 this is an excellent settlement and the PAGA Payment here is greater on a per pay period basis than
16 similar settlements that my firm has previously negotiated, and which courts have approved.

17 (c) Then Chief Judge Irma Gonzales in a consolidated class action representing
18 hundreds of armed forces officers held that Blumenthal Nordrehaug Bhowmik De Blouw LLP was
19 "qualified counsel with extensive experience in class action litigation." *McPhail v. First Command*
20 *Fin. Planning, Inc.*, 247 F.R.D. 598, 611 (S.D. Cal. 2007). Examples of other contested actions where
21 class certification was granted Blumenthal Nordrehaug Bhowmik De Blouw LLP was appointed lead
22 class counsel in wage and hour class actions in Federal Court include *Schulz v. Qualxserv, LLC*, 2012
23 U.S. Dist. LEXIS 58561 (S.D. Cal. 2012); *Dobrosky v. Arthur J. Gallagher Serv. Co., LLC*, No. EDCV
24 13-0646 JGB (SPx), 2014 U.S. Dist. LEXIS 106345 (C.D. Cal. July 30, 2014); *Culley v. Lincare Inc.*,
25 No. 2:15-cv-00081-MCE-CMK, 2016 U.S. Dist. LEXIS 105704 (E.D. Cal. Aug. 10, 2016); *Nelson v.*
26 *Avon Prods.*, No. 13-cv-02276-BLF, 2015 U.S. Dist. LEXIS 51104 (N.D. Cal. Apr. 17, 2015); *Orozco*
27 *v. Illinois Tool Works*, U.S.D.C. Case No. 14-cv-02113-MCE, 2016 U.S. Dist. LEXIS 158115 (E.D.
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1 Cal. February 17, 2017); *Metrow v. Liberty Mutual*, U.S.D.C. Case No. EDCV 16-1133 JGB (C.D.
2 Cal. May 1, 2017). Some examples of heavily contested State Court wage and hour class actions
3 where class certification was obtained and BNBD was appointed lead class counsel include *Vakili v.*
4 *Dignity Health, et al.*, San Francisco Superior Court, Case No. CGC-18-569456 (December 16, 2021);
5 *Armstrong v. Ruan Transport*, San Bernardino Superior Court, Case No. CIVDS1605897 (August 11,
6 2020); *Spears v. Health Net of California*, Sacramento County Superior Court, Case No. 34-2017-
7 00210560 (Oct. 8, 2019); *El Pollo Loco Wage and Hour Cases*, Orange County Superior Court, JCCP
8 Case No. 4957 (July 30, 3018); *Torrento v. Lucile Packard Children's Hospital*, Santa Clara County
9 Superior Court Case No. 2016-1-CV-291035 (July 17, 2018); *Salem v. Alliance*, San Bernadino
10 Superior Court, Case No. CIVRS1401129 (March 8, 2016); *Rivers v. Veolia*, Sonoma County Superior
11 Court Case No. SCV 255350 (March 9, 2016); *Mathies v. Union Bank*, San Francisco Superior Court
12 Case No. CGC-10-498077 (Sept. 11, 2013); *Jefferson v. Bottling Co, LLC*, Orange County Superior
13 Court Case No. 30-2009-00180102-CU-OE-CXC (Sept. 7, 2010); *Rangel v. Balboa Ambulance Co.*,
14 37-2008-00095700-CU-BT-CTL (Fe. 11, 2010); *Tan v. CSAA*, Orange County Superior Court, Case
15 No. 30-2008-00231219 (Nov. 23, 2009).

16 (d) Over the course of the litigation, a number of attorneys in my firm have worked
17 on this matter. Their credentials are reflected in the Blumenthal Nordrehaug Bhowmik De Blouw
18 LLP firm resume, a true and correct copy of which is attached hereto as Exhibit #3. Some of the major
19 cases our firm has undertaken are also set forth in Exhibit #3. The bulk of the attorneys involved in
20 this matter at Blumenthal Nordrehaug Bhowmik De Blouw LLP have had extensive representative
21 and class litigation experience, much of it in the area of consumer class actions, employment class
22 actions, securities litigation, unfair business practices and other complex litigation. The attorneys at
23 my firm have extensive experience in cases involving labor code violations and overtime claims. Class
24 Counsel has litigated similar wage and hour cases against other employers on behalf of employees,
25 including cases against Walmart, Legoland, See's Candies, Securitas, Okta, El Pollo Loco,
26 Automobile Association, Marriott, Total Renal, Solarcity, Penske, Universal Protection Services,
27 Panda Express, Redfin, Instacart, Verizon, Apple, Wells Fargo, Kaiser, Culinar, Space Exploration,
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1 Time Warner, and California State Automobile Association. It is this level of experience which
2 enabled the firm to undertake the instant matter and to successfully combat the resources of the
3 defendants and their capable and experienced counsel. On account of the concerted and dedicated
4 effort this case required in order to properly handle and prosecute, Class Counsel were precluded from
5 taking other cases, and in fact, had to turn away other potential fee generating cases.

6 12. The hourly rates for staff at Blumenthal Nordrehaug Bhowmik De Blouw LLP are as
7 follows: Partner Attorneys from \$850 to \$995, Associate Attorneys from \$450 to \$750, Paralegals
8 from \$250 to \$275. My firm's hourly rates are based upon the Laffey Matrix with the appropriate 2%
9 increase adjustment for Southern California. A true and correct copy of the current Laffey Matrix is
10 attached hereto as Exhibit #4. These hourly rates have been approved by Court's throughout
11 California, including the Courts in the Superior Court of California. In fact, on August 1, 2018, District
12 Judge Andre Birotte Jr. explicitly found that Class Counsel's "rates generally appear reasonable and
13 'in line with those prevailing in the [relevant] community'—the Central District of California".
14 Finally, the reasonableness of Class Counsel's hourly rates is further confirmed by comparing such
15 rates with the rates of comparable counsel practicing complex and class litigation as detailed in the
16 National Law Journal Billing Survey. See e.g. *Zest IP Holdings, LLC v. Implant Direct MFG., LLC*,
17 2014 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014) (finding that "Mayer Brown's \$775 average billing
18 rate for partners" and "Mayer Brown's \$543 average associate billing rate" are reasonable rates when
19 compared within 21 other firms practicing in the Southern District of California.) This survey is useful
20 to show that Class Counsel's rates are in line with the comparable rates of the defense counsel that
21 opposes these types of class claims, such as Mayer Brown noted above who is defense counsel in cases
22 currently being prosecuted by Class Counsel. In another example from several years ago, Sheppard
23 Mullin Richter & Hampton, who is opposing counsel in many cases prosecuted by Class Counsel (one
24 of the most frequent opposing counsel), charged rates as high as \$875 for partners and \$535 for
25 associates. Similarly, Paul Hastings, another opposing counsel in these types of cases, in years past
26 historically charged between \$900 and \$750 for partners and \$755 and \$335 for associates. Thus, the
27 rates charged by my firm for comparable work are less than these examples and are therefore
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undoubtedly reasonable.

13. **CMO ¶ D(1)(c) - LWDA** - The PAGA Notice sent to the LWDA is attached hereto as Exhibit #5. Included with the PAGA Notice was a draft of the complaint providing further specificity as to the allegations. In addition, the LWDA is being served with this motion which includes the Settlement Agreement, as verified in the proof of service.

14. **CMO ¶ D(8) - Settlement Administration** – ILYM Group was selected as the Settlement Administrator based upon their estimate. I obtained estimates from both ILYM Group and Apex Class Action using the same criteria. The ILYM estimate provides for Administration Expenses in the amount of \$ 12,550. The Apex estimate was \$21,500.00 and the ILYM estimate was for \$14,950.00. As a result, the lowest bid from ILYM was selected by the Parties. I have used ILYM Group successfully as the administrator in more than twenty prior settlements in the last couple years and know them to be competent and experienced. A Declaration from ILYM is submitted in support of this motion which addresses their qualifications and their estimate.

15. **Conflicts** – Neither Plaintiff nor my firm have any relationship with the Administrator, nor any actual or potential conflicts of interest with Aggrieved Employees or the LWDA.

16. **CMO ¶ D(2) – PAGA Penalties Valuation**

(a) **CMO ¶ D(2)(a)** - Plaintiff's theory of PAGA liability as argued at mediation alleged that Defendants are liable for miscalculating meal period premiums and sick pay as a result of not including certain remunerations into the regular rate, and for requiring off-the-clock work without compensation. For example, the following additional remunerations were not fully incorporated into the regular rate for the purpose of paying meal/rest premiums and sick pay: Shift Premium Amount, Yoga Benefit Amount, \$Discrbonus \$Discr Bonus Amount, \$Retailperiodbonus Retail Period Bonus Amount, Shiftprem Shift Premium Amount, \$Quarterlybonus Quarterly Bonus Amount (Quarterly).

1 Plaintiff's expert determined that 29.9% of Aggrieved Employees and 3.1% of pay periods had meal
2 premiums and additional remunerations earned or had weighted average rate issues, and 45.1% of
3 Aggrieved Employees and 6.0% of pay periods had sick pay and additional remunerations earned or
4 had weighted average rate issues. Plaintiff's expert also identified 179,414 hours of unpaid wages due
5 to off-the-clock work as a result of daily communications in a Merchandise Text Chain and Operations
6 Text Chain, along with off-the-clock calls and text messages with management and co-workers.
7 Plaintiff also alleged that Defendants did not provide Aggrieved Employees with all compliant meal
8 periods and rest breaks to which they were entitled, identifying a meal break violation rate among
9 Aggrieved Employees of 77.5% of all shifts (192,220 unique violations out of 591,656 shifts
10 analyzed). The Aggrieved Employees' pay data reflected meal break premiums paid for only 7,522
11 instances, imputing that only roughly 3.9% of facial violations have had a premium paid. The 192,220
12 unique meal break violations include 9,421 late (after 5th hour), 1,490 missed (for shifts greater than
13 6 hours), 350 short (under 30 minutes), and 187,915 shifts with exactly 30-minute meals (for shifts
14 greater than 6 hours) due to Defendants' unlawful failure to allow employees to record their shortened
15 meal periods. The Aggrieved Employees' time data also reflected recorded rest breaks with a violation
16 rate is 37.9% (198,255 unique violations out of 522,639 shifts 3.5 hours or longer), with rest break
17 premiums paid for 841 instances, imputing that a mere 0.4% of facial violations had a premium paid.
18 Lastly, Plaintiff also alleged at mediation that Defendants failed to reimburse Plaintiff and the
19 Aggrieved Employees for reasonable business expenses incurred as a result of using Defendants'
20 required timekeeping application as well as for participating in mandatory off the clock work calls and
21 responding to text messages. Defendants denied these allegations and retained an expert that rebutted
22 such findings.

23 (b) **CMO ¶ D(2)(b)** – There are approximately 5,359 Aggrieved Employees who
24 collectively worked 100,000 pay periods during the PAGA Period. (Agreement at ¶ III(C)). As such,
25 for purposes of calculating PAGA Penalties during the relevant period, there were 100,000 potential
26 violations.

27 (c) **CMO ¶ D(2)(c)-(g)** – With the assistance of an expert, Plaintiff calculated that the
28

1 maximum amount of statutory PAGA civil penalties was potentially \$10,000,000 without stacking
2 based on 100,000 pay periods applicable to the 5,359 Aggrieved Employees during the PAGA Period
3 at a rate of \$100 per pay period.⁵

4 (d) **CMO ¶ D(2)(d)-(g)** – In *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018),
5 the Court of Appeal affirmed a judgment after trial which only provided for a PAGA penalty of \$5 per
6 pay period. Therefore, at trial, any PAGA penalties awarded could be significantly less than Plaintiff's
7 calculation even where Plaintiff prevailed on the PAGA claim. Plaintiff uses the guidance in
8 *Carrington* of a reasonable result at trial of \$5 per pay period, which means the potential recovery of
9 civil penalties would be only \$500,000 at trial, which is far less than this settlement provides.

10 (e) **CMO ¶ D(2)(d)** – Plaintiff believes that under the new standard announced the
11 California Supreme Court, a finding that the alleged violations were intentional or knowing could be
12 unlikely. the recent decision that good faith belief of compliance by the employer in *Naranjo v.*
13 *Spectrum Sec. Servs., Inc.*, 15 Cal. 5th 1056, 1065 (2024), could completely negate any argument that
14 some or all of the violations were intentional or knowing as those terms are used in the Labor Code.

15 (f) **CMO ¶ D(2)(f)** – The violations predicated on the alleged miscalculation of the regular
16 rate are based on the recent decision in *Ferra v. Loews Hollywood Hotel*, 11 Cal. 5th 858 (2021) and
17 the subsequent decisions thereafter applying this decision to sick pay and meal premiums. Thus,
18 Defendants could argue that the violations are because of a change in law, and not any intentional or
19 knowing violation of the Labor Code. Defendants could also argue that they have since remedied the
20 alleged violations and that no violations are occurring now, which means that the deterrence effect of
21 PAGA would be unnecessary.

22 (g) **CMO ¶ D(2)(h)** – To prevail at trial, Plaintiff would need to prove that each Aggrieved
23 Employee suffered a violation for each period the employee worked in relation to meal or rest period
24 violations, failure to pay minimum wages, failure to pay overtime and sick pay wages, failure to

25 ⁵ Stacking is where more than one civil penalty is imposed in a pay period for the same conduct. The
26 valuation of \$10,000,000 is the civil penalty amount without stacking. If stacking is permitted, then
27 the valuation increases with each additional penalty added to each pay period. Plaintiff, however, is
28 not aware of any PAGA award which permitted stacking and in the cases cited herein, only one penalty
per pay period was assessed.

1 provide accurate itemized wage statements, failure to reimburse employees for required expenses, and
2 failure to pay wages when due. Defendants maintain that Plaintiff and the Aggrieved Employees were
3 properly compensated, and that it did not violate the Labor Code. Accordingly, Defendants dispute
4 and deny Plaintiff's allegations and claims asserted in both the PAGA Notice and the Operative
5 Complaint, which are resolved by the Agreement. Defendants have maintained and offered expert
6 information supporting that it pays employees all wages, provides compliant meal and rest breaks,
7 reimburses for all reasonably incurred business expenses, and prohibits off-the-clock work.
8 Defendants asserted additional defenses to the PAGA claim, not only as to liability but also as to the
9 amount of the penalties. Defendants asserted that no penalties prior to the PAGA notification should
10 be awarded because the violations were not intentional, and at least one Court has so ruled. These
11 defenses present a risk to the PAGA claims and the potential that some or all of the PAGA penalties
12 sought may not be awarded. Given Defendants' potential defenses to the violations at issue, the risks
13 and costs of continued litigation, Plaintiff and her attorneys believe that the PAGA Settlement is fair
14 and reasonable.

15
16 17. **CMO ¶ D(4) – Plaintiff's Individual Settlement -**

17 (a) Plaintiff's individual claims were subject to arbitration, and therefore could not be pled
18 in Court. Unless mutually resolved, Plaintiff would have brought the individual claims in arbitration.
19 Plaintiff's individual claims consisted of (1) wrongful termination and retaliation claims predicated on
20 Plaintiff's complaints about workplace violations, and (2) wage and hour violations for underpaid
21 wages, off-the-clock work, missed meal and rest breaks, business expenses reimbursement for required
22 cell-phone usage, failure to provide accurate wage statements, and waiting time penalties.

23 (b) Plaintiffs' individual claims had a total maximum valuation in excess of \$92,996. For
24 the wrongful termination and retaliation, Plaintiff's damages due to lost income due to retaliation and
25 lack of promotion, a year on disability, and lost income during unemployment were in excess of
26 \$60,000 for the period January 2022 to June 2023. Plaintiff believed she had a strong claim as there
27 was evidence that Defendants violated their own standards with respect to Plaintiff. There were some
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1 mitigating factors which could reduce this amount at trial as Plaintiff received approximately \$26,000
2 in income during this period. Therefore, at trial, the hard damages could be reduced to roughly
3 \$34,000, but Plaintiff could receive punitive damages. As an experienced employment attorney, my
4 firm routinely settles these varieties of wrongful termination cases for between \$30,000 and \$100,000.
5 For the wage and hour violations, Plaintiff calculated the total value of the claims to be \$32,996, which
6 are calculated as follows: (1) \$604 for underpaid wages due to the miscalculation of the regular rate;
7 (2) \$3,217 for off-the-clock work; (3) \$13,191 for missed meal and \$8,204 for missed rest periods; (4)
8 \$600 for reimbursement of business expenses; (5) \$2,500 for inaccurate wage statements; and, (6)
9 \$4,680 for waiting time penalties. Plaintiff expects that there was a 50% risk rating to these claims,
10 such that the reasonable recovery at trial would be \$16,498. In addition to the above damages, Plaintiff
11 would be entitled to a recovery of attorney's fees and costs, which by the time of trial, would exceed
12 \$50,000 for the prosecution of these individual claims.

13 (c) In resolution of these individual claims, Plaintiff entered into a confidential settlement
14 agreement with Defendants, which provides solely for monetary payment of \$50,000, allocated
15 \$43,334 to Plaintiff (50% wages and 50% nonwages) and \$6,666 to Plaintiff's attorneys' fees and
16 costs.

17
18 18. CMO ¶ D(5) – Service Award - The Settlement Agreement provides for the
19 Plaintiff to receive a service award in the amount of \$10,000. The service of the Plaintiff on
20 behalf of the Aggrieved Employees and the LWDA justifies this award and is detailed in the
21 accompanying Declaration of Sophia Ruiz. Courts routinely award service awards in the
22 amount of \$10,000 in PAGA settlements. See e.g. *Connelly v. Starbucks Corp.*, No. 1:21-cv-
23 00746-SAB, 2023 U.S. Dist. LEXIS 175711, at *35 (E.D. Cal. Sep. 28, 2023) (granting
24 incentive award of \$10,000 in a PAGA Settlement).

25
26 19. CMO ¶ D(6) – Dismissal of Representative Claims – In exchange for the Gross PAGA
27 Settlement Amount of \$1,050,000, the Agreement provides for the accompanying Proposed Order and
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Judgment to be entered. The LWDA and the Aggrieved Employees will be compensated for the dismissal of this action pursuant to the Agreement and the Judgment. The Judgment makes clear that no individual claims of the Aggrieved Employees are being affected or released.

20. **CMO ¶ D(7)** – The release of claims for PAGA penalties appears in the Agreement at paragraph III(E)(1). The release makes clear that it binds only the named Plaintiff and the State of California. The “Released Parties” are limited to “lululemon usa inc. and lululemon athletica inc. (erroneously sued as lululemon athletica usa inc) and any of their agents, officers, directors and employees” at paragraph I(Q) of the Agreement. The release at paragraph III(E)(1) is appropriately limited to “claims for PAGA penalties that could have been obtained by the Labor Commissioner for the violations identified in Plaintiff’s pre-filing letter to the LWDA that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, which occurred during the PAGA Period”, and then lists the violations alleged in the PAGA Notice to the LWDA.

21. **CMO ¶ D(10)** – Uncashed Checks – Under the Agreement at paragraph IV(C), the checks to Aggrieved Employees will be negotiable for 180 days, and all checks not cashed within 180 days of payment shall be paid to the State Controller Unclaimed Property Fund in the name of the individual who failed to cash their check.

21. **CMO ¶ D(11)** – The accompanying Proposed Order and Judgment includes proposed final accounting hearing date (October 7, 2025) and a deadline for the filing of the report (September 23, 2025).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 11th day of September, 2024, at San Diego, California.

/s/ Kyle Nordrehaug
Kyle Nordrehaug

EXHIBIT #1

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Settlement Agreement”) is made and entered into between Plaintiff Sophia Ruiz (“Plaintiff”) acting in her private attorney general capacity, and Defendants lululemon usa inc. and lululemon athletica inc. (erroneously sued as lululemon athletica usa inc) (“Defendants”).

I. DEFINITIONS

The following terms, when used in this Settlement Agreement, shall have the following meanings:

A. “Action” means the action *Sophia Ruiz, et al. v. lululemon usa inc.*, Case No. CVRI2306367, pending in Superior Court of the State of California, County of Riverside.

B. “Aggrieved Employees” means all individuals who are or previously were employed by Defendants in California and classified as an hourly, non-exempt retail employee at any time during the period August 7, 2022 to August 30, 2024.

C. “Aggrieved Employee List” means the spreadsheet containing the list of Aggrieved Employees with their social security numbers, last known addresses, and their dates of employment and/or pay periods worked as an Aggrieved Employee during the PAGA period.

D. “Court” means the Superior Court of California, County of Riverside.

E. “Effective Date” means the date on which the settlement in the Action is approved and the Court’s order approving the settlement becomes final.

F. “Individual PAGA Payment” means the amount to be paid to each of the Aggrieved Employees out of 25% of the PAGA Payment under Labor Code section 2699 with such individual shares to be based on the number of pay periods during which an individual worked as an Aggrieved Employee during the PAGA Period divided by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period. 100% of all PAGA penalties will be considered payment of penalties, and Aggrieved Employees will be issued an IRS Form 1099 and will be responsible for payment of any and all taxes that are due as a result of their PAGA penalty settlement payments.

G. “LWDA” means the California Labor Workforce Development Agency.

H. “Gross PAGA Settlement Amount” means the total sum of \$1,050,000.00 for payment of the Administration Costs, Attorneys’ Fees, Attorneys’ Expenses and Costs, Service Award, and the PAGA Payment. The Gross PAGA Settlement Amount shall be all-in with no reversion to Defendants.

I. “PAGA” means the California Labor Code Private Attorneys General Act, California Labor Code § 2698 *et seq.*

J. “PAGA Payment” means the total amount remaining in the Gross PAGA Settlement Amount after payment of the Attorneys’ Fees, Attorneys’ Expenses and Costs, Service Award and Administration Costs. The PAGA Payment shall be allocated under Labor Code section 2699 with 75% of the Section 2699 payment going to the LWDA and 25% to the Aggrieved Employees.

K. “PAGA Period” means the time period from August 7, 2022 to August 30, 2024 unless otherwise defined in Section III(C) herein.

L. “PAGA Released Claims” means the definition provided for in Section III, Paragraph 5 herein.

M. “Parties” means Plaintiff Sophia Ruiz and Defendants lululemon usa inc. and lululemon athletica inc. (erroneously sued as lululemon athletica usa inc).

N. “PAGA Counsel” means the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP.

O. “Released Parties” means lululemon usa inc. and lululemon athletica inc. (erroneously sued as lululemon athletica usa inc) and any of their agents, officers, directors and employees.

P. “Settlement Administrator” means ILYM Group.

Q. “Service Award” means the service payment made to the Plaintiff in order to compensate for initiating the Action, performing work in support of the Action, and undertaking the risk of liability for Defendants’ expenses.

II. RECITALS

A. On August 7, 2023, Ruiz served a notice to the LWDA of factual allegations regarding Defendants’ alleged wage and hour violations including failure to provide accurate itemized wage statements, failure to properly record and provide legally required meal and rest periods, failure to pay minimum wages, failure to pay overtime wages and sick pay wages, failure to reimburse employees for required expenses, failure to provide wages when due and failure to provide suitable seating.

B. On November 27, 2023, Ruiz filed a Representative Action Complaint in the Superior Court of the State of California, County of Riverside (*Ruiz v. lululemon USA Inc.*, Case No. CVRI2306367) alleging a single cause of action against Defendants lululemon usa inc. and lululemon athletica inc. (erroneously sued as lululemon athletica usa inc). (“Defendants”) for recovery of civil penalties under PAGA based on various alleged California Labor Code violations.

C. On May 2, 2024, the Parties engaged in a mediation session before mediator David Rotman. Through arms-length negotiations with the assistance of the mediator, the Parties

reached an agreement to settle the Action which led to the signing of a Memorandum of Understanding.

D. Prior to the mediation, the Parties conducted significant investigation and discovery of the facts and law. Defendants produced thousands of pages of documents relating to employee payroll spreadsheets, its policies, practices, and procedures regarding paying non-exempt employees for all hours worked, overtime, meal and rest period policies, payroll and operations policies and more. The Parties agree that the above-described investigation and evaluation, as well as the information exchanged during the settlement negotiations, are more than sufficient to assess the merits of the Parties' positions and to compromise the issues on a fair and equitable basis.

E. As a result of the settlement, the Parties have agreed to fully and finally resolve the PAGA Released Claims alleged in the Action pursuant to this Settlement Agreement.

III. OPERATIVE TERMS OF SETTLEMENT AGREEMENT

The Parties agree as follows:

A. Non-Admission. Nothing in this Settlement Agreement shall be construed to be an admission by Plaintiff that her claims do not have merit or by Defendants of any liability or wrongdoing as to Plaintiff, the Aggrieved Employees, or any other person, and Defendants specifically disclaim any such liability or wrongdoing. The Parties have entered into this Settlement Agreement with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses, and risks. This Settlement Agreement and any related court documents or orders are not and may not be cited or admitted as evidence of liability.

Nothing in this Settlement Agreement, nor any action taken in implementation thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued or used during the course of the negotiations leading to this Settlement Agreement, is intended by the Parties to constitute, nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in this case or any other judicial, arbitral, administrative, investigative or other forum or proceeding as evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity, by Defendants or any other Released Party. The Parties themselves agree not to introduce, use, or admit this Settlement Agreement, directly or indirectly, in this case or any other judicial, arbitral, administrative, investigative or other forum or proceeding, as purported evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity, or for any other purpose. Notwithstanding the foregoing, this Settlement Agreement may be used in any proceeding before any court that has as its purpose the interpretation, implementation, or enforcement of this Settlement Agreement or any orders or judgments of the Court entered in connection with the Settlement Agreement.

None of the documents produced or created by Defendants or any other Released Party, Plaintiff or the Aggrieved Employees in connection with the claims procedures or claims

resolution procedures constitute, and they are not intended to constitute, an admission by Defendants or any other Released Party of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity.

Neither this Settlement Agreement nor any of its terms shall be offered or used as evidence by any of the Parties, or their respective counsel in the Action or in any other action or proceeding; provided, however, this shall not prevent this Settlement Agreement from being used, offered, or received in evidence in any proceeding to enforce, construe, or finalize this Settlement Agreement.

B. Timing. Within fourteen (14) days after the Effective Date of this settlement, Defendants shall pay to the Settlement Administrator \$1,050,000 as the Gross PAGA Settlement Amount, \$50,000 for Plaintiff's respective Individual Settlement (as set forth below), and provide the Aggrieved Employee List to the Settlement Administrator. The Effective Date of this settlement is the date on which the settlement is approved and the Court's order approving the settlement ("Judgment") becomes final. For purposes of this agreement, the Court's Judgment "becomes final" upon the latter of: (i) if no appeal is filed, the expiration date of the time for the filing or noticing of any appeal from, or other challenge to, the Court's Judgment (this time period shall not be less than 60 calendar days after the Court's Judgment is entered); (ii) the date affirmance of an appeal of the Judgment becomes final; or (iii) the date of final dismissal of any appeal from the judgment or the final dismissal of any proceeding on review of any court of appeal decision relating to the Judgment.

C. PAGA Demographics. Defendants have represented that the Aggrieved Employees consist of approximately 5,359 employees who collectively worked 100,000 pay periods during the beginning of the PAGA Period to August 30, 2024. Defendants shall provide the number of Aggrieved Employees and workweeks for such Aggrieved Employee through the entire PAGA Period, and if the actual number of pay periods are more than 10% of the estimate of pay periods, at the sole discretion of Defendants, Defendants agree that the Gross PAGA Settlement Amount shall increase by the value of additional pay periods proportionally or the PAGA period shall be redefined to be from August 7, 2022 through August 30, 2024, in which case the Gross PAGA Settlement Amount shall not increase.

D. Payments From the Gross PAGA Settlement Amount. The Parties agree to the following allocations to be paid from the Gross PAGA Settlement Amount:

1. PAGA Payment: The PAGA Payment is the total of the Gross PAGA Settlement Amount, less the payments for the Attorneys' Fees, Attorneys' Expenses, Service Award and the Administration Costs. The PAGA Payment shall be paid in full settlement of the PAGA Released Claims. Should the amount of the PAGA Payment increase or decrease, the amount to be distributed shall be adjusted according to the changes made by the Court. The PAGA Payment will be subject to Court approval consistent with Labor Code § 2699. Upon approval, the PAGA Payment shall be distributed as follows:

- a. The PAGA Payment shall be paid as a Labor Code section 2699 civil penalty payment allocated pursuant to PAGA as follows: 75% of the PAGA Payment will be paid to the LWDA and 25% will be paid to the Aggrieved Employees as their Individual PAGA Payments. Each Individual PAGA Payment shall be based on the number of pay periods each Aggrieved Employee worked during the PAGA Period as a percentage of the total pay periods worked by all Aggrieved Employees during the PAGA Period.
- b. The Parties acknowledge and agree Individual PAGA Payments will be apportioned as 100% penalties. No portion will be considered wages. Accordingly, the Parties acknowledge and agree that Defendants are not responsible for any employer-side taxes in connection with any Individual PAGA Payment under this Settlement Agreement. The Individual PAGA Payments will be reported on IRS Form 1099s and shall be subject to all authorized and required withholdings other than the tax withholdings customarily made from employees' wages. Aggrieved Employees will be responsible for the payment of any taxes and penalties assessed on the Individual PAGA Payments and will be solely responsible for any penalties or other obligations resulting from their personal tax reporting of their Individual PAGA Payment. Should Defendants incur any tax liabilities as a result of Aggrieved Employees action or inaction to appropriately pay taxes, the Aggrieved Employees shall indemnify Defendants.

2. Attorneys' Fees and Attorneys' Expenses: One-Third of the Gross PAGA Settlement Amount, which is presently \$350,000, shall be paid to PAGA Counsel for payment of Attorneys' Fees, and up to \$35,000 out of the Gross PAGA Settlement Amount shall be paid to PAGA Counsel for Attorneys' Expenses as set forth in the clients' billing statement (pursuant to Declarations by PAGA Counsel) in prosecuting the PAGA claims. Defendants shall not oppose Plaintiff's request for Attorneys' Fees and Attorneys' Expenses in these amounts. In the event that Court approval is required and a payment of less than One-Third of the Gross PAGA Settlement Amount in Attorneys' Fees or \$35,000 in Attorneys' Expenses to PAGA Counsel is approved, the unawarded difference will be added to the PAGA Payment and not to PAGA Counsel or the Defendants. This payment will be reported on IRS Form 1099 issued to PAGA Counsel. Except as set forth herein, each party shall bear their own costs and fees of the Action.

3. Administration Costs: A Settlement Administrator shall be selected after receipt of bids and shall be mutually agreed to by the Parties. Administration costs shall not exceed the estimate of the Settlement Administrator to administrate the settlement. Administration Costs shall include the cost of the Settlement Administrator selected by the Parties to administer the settlement in the amount of up to \$30,000. In the event that Court approval of these payments is required and a payment of less than \$30,000 is approved, or if the actual cost to administer the settlement is less than \$30,000, the difference will be added to the PAGA Payment.

4. Service Award: Plaintiff shall request from the Court a Service Award payment in the amount of \$10,000.00. This amount shall be paid exclusively from the Gross PAGA Settlement Amount. Defendants shall not oppose Plaintiff's request for a Service Award in this amount. In the event the Service Award is approved for less than \$10,000.00 to the Plaintiff, the unawarded difference will be added to the PAGA Payment and not to Plaintiff, PAGA Counsel, or Defendants. This payment will be reported on IRS Form 1099 issued to the Plaintiff by the Settlement Administrator. Notwithstanding any other term of this Settlement Agreement, any reduction by the Court of the Service Award shall not be sufficient grounds to void the Settlement Agreement.

4. Representative PAGA Release. In her capacity as a private attorney general "aggrieved employee" acting on behalf of herself, the State of California and the Aggrieved Employees, and in consideration of the PAGA Payment and the payment to PAGA Counsel for Attorneys' Fees and Attorneys' Expenses, upon the Effective Date, Plaintiff shall be deemed to have fully, finally, and forever released, relinquished and will release all claims for civil penalties pursuant to PAGA for the PAGA Released Claims during the PAGA Period.

E. PAGA Released Claims.

1. Upon the Effective Date, the Released Parties shall be entitled to a release from Plaintiff and the State of California for any "PAGA Released Claims", which shall mean all claims for PAGA penalties that could have been obtained by the Labor Commissioner for the violations identified in Plaintiff's pre-filing letter to the LWDA that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, which occurred during the PAGA Period, including all civil penalty claims for violations of the California Labor Code sections 201, 202, 203, 204, 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, and 2802, California Code of Regulations, Title 8, Section 11040, Subdivisions 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14), and the applicable provision of the relevant IWC Wage Orders and all subsections described in the notice sent by Plaintiff to the LWDA, and only to the extent that they were alleged in the Operative Complaint. Plaintiff does not release any aggrieved employee's claim for wages or damages. The PAGA release shall bind only Plaintiff and the State of California as to the PAGA Released Claims and shall not include claims outside of the PAGA Period, unrelated PAGA claims, or PAGA claims related to wrongful termination, unemployment insurance, disability, social security, or workers' compensation. With the exception of the named Plaintiff, in no event shall the release in this Settlement Agreement release any individual claims of any individuals outside of the PAGA Released Claims.

2. Pursuant to a separate Confidential Settlement Agreement, in addition to the Gross PAGA Settlement Amount, Defendants have agreed to separately pay, Plaintiff Ruiz \$50,000 ("Individual Settlement Amount"). The Individual Settlement Amount will be paid by the Settlement Administrator. The Individual Settlement Amount is made in exchange for a general release of all individual claims arising out of employment with Defendants, including a waiver of any unknown claims pursuant to California Civil Code section 1542.

F. Circular 230 Disclaimer.

Each Party to this Agreement (for purposes of this section, the “Acknowledging Party” and each Party to this Agreement other than the Acknowledging Party, an “Other Party”) acknowledges and agrees that:

1. No provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisors, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of U.S. Treasury Dept. Circular 230 (31 C.F.R. Part 10, as amended);

2. The Acknowledging Party (i) has relied exclusively upon his, her or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Agreement, (ii) has not entered into this Agreement based upon the recommendation of any Other Party or any attorney or advisor to any Other Party, and (iii) is not entitled to rely upon any communication or disclosure by any attorney or advisor to any Other Party to avoid any tax penalty that may be imposed on the Acknowledging Party; and

3. No attorney or advisor to any Other Party has imposed any limitation that protects the confidentiality of any such attorney’s or adviser’s tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the Acknowledging Party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

G. Covenants and Representations by Plaintiff and PAGA Counsel.

1. Plaintiff represents and warrants that she has not assigned or transferred or purported to assign or transfer to any person or entity, any claim or portion thereof, or interest therein, which is or may be subject to this Settlement Agreement.

2. Plaintiff acknowledges that she has read this Settlement Agreement, that she fully understands her rights, privileges and duties under the Settlement Agreement, and enters into this Settlement Agreement freely and voluntarily. Plaintiff further acknowledges that she had the opportunity to consult with her attorneys to explain the terms of this Settlement Agreement and the consequences of signing this Settlement Agreement.

3. Plaintiff further agrees to seek a Judgment in the Action on the PAGA Released Claims.

H. No Publicity. Neither Plaintiff nor PAGA Counsel shall issue a press release, hold a press conference, or otherwise publicize the settlement other than in documents submitted to the Court. Plaintiff and PAGA Counsel agree to decline to respond to any media inquiries concerning the Settlement Agreement.

I. Court Approval of the PAGA Payment. Subject to Defendants' review and approval prior to filing, PAGA Counsel shall be responsible for preparing and filing a Motion for Approval of the PAGA Payment with the proposed Judgment ("Motion"). PAGA Counsel will provide Defendants' counsel with an opportunity for review and comments at least five business days before filing the Motion. The Motion shall also be served on the LWDA when filed with the Court. PAGA Counsel shall also submit this Agreement with the LWDA, pursuant to Labor Code Section 2699(1)(2).

J. Court Approval of the PAGA Settlement. The Settlement Agreement is contingent upon the approval by the Court. If the Court should fail to approve this Settlement Agreement in the form agreed to by the Parties, the Parties agree to coordinate efforts to address the Court's questions or concerns. If after the Parties make at least three (3) good faith efforts, the Court does not approve this Settlement Agreement, or if appellate review is sought and on such review the Court's decision is materially modified or reversed, or if one or more of the terms of the Settlement Agreement are not approved or is materially modified or reversed or found to be invalid and the Parties in good faith do not believe that it would be possible to make non-material modifications that would address any concerns raised by the Court, then each of the Parties by and through Counsel shall have the right within ten (10) days of written notice thereof to elect to terminate the Settlement Agreement, in which event it shall have no force or effect, and the Parties shall be deemed to have reverted to their respective status as of the date and time immediately prior to the execution of this Settlement Agreement.

IV. ADMINISTRATION OF SETTLEMENT

A. After the execution of this Settlement Agreement, Plaintiff shall file the Motion and will submit the Motion and this Settlement Agreement on the LWDA consistent with Labor Code § 2699(1)(2).

B. Settlement Administrator will administer the settlement and shall be paid for Administration Costs, which are estimated to be up to \$30,000. Defendants will provide the necessary information about the Aggrieved Employees to the Settlement Administrator within 15 days of the approval of the PAGA settlement by the Court.

C. Within fourteen (14) days after receipt of the Gross PAGA Settlement Amount from Defendants, the Settlement Administrator will issue to each Aggrieved Employee a check for their Individual PAGA Payment at their last known home address along with an explanatory letter which will be mutually approved by the parties. Checks will remain negotiable for one hundred eighty (180) days. Any checks returned as non-deliverable on or before the check cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address, Social Security number, phone number, credit reporting and social media of the Aggrieved Employee involved and will then perform a re-mailing. If an Aggrieved Employees' check is not cashed within 120 days after its first mailing to the Aggrieved Employees the Settlement Administrator shall send the affected Aggrieved Employees notice informing them that unless their check is cashed in the next 60 days, it will expire and become non-negotiable,

and offer to replace the check if it was lost or misplaced but not cashed. All checks not cashed within 180 days of payment shall be paid to the State Controller Unclaimed Property Fund in the name of the individual who failed to cash their check, subject to Court approval and the Aggrieved Employees shall remain bound by the Settlement. The Individual PAGA Payments are 100% penalties and shall be reported using IRS tax form 1099.

D. Within fourteen (14) days after receipt of the Gross PAGA Settlement Amount from Defendants, the Settlement Administrator will pay the Attorneys' Fees, the Attorneys' Expenses, the Service Award, the Administration Costs, \$50,000 for Plaintiff's Individual Settlement, and the portion of the PAGA Payment allocated to the LWDA from the Gross PAGA Settlement Amount.

E. The Settlement Administrator will provide an accounting under oath to the parties of the amounts paid out.

F. Defendants make no representations or warranties with respect to tax consequences of any payment under this Settlement Agreement.

V. MISCELLANEOUS PROVISIONS

A. Drafting. The Parties agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive, arm's-length negotiations between the Parties and that neither Party shall be considered the "drafter" of this Settlement Agreement for purposes of having terms construed against that Party.

B. No Impact on Benefit Plans. Neither the Settlement Agreement nor any amounts paid to Plaintiff or any Aggrieved Employee under the Settlement Agreement will modify any previously credited hours or service under any employee benefit plan, policy, or bonus program sponsored by Defendants. Such amounts will not form the basis for additional contributions to, benefits under, or any other monetary entitlement under Defendants' sponsored benefit plans, policies, or bonus programs. The payments made under the terms of this Settlement Agreement shall not be applied retroactively, currently, or on a going forward basis, as salary, earnings, wages, or any other form of compensation for the purposes of any of Defendants' benefit plans, policy, or bonus program. Defendants retain the right, if necessary, to modify the language of its benefit plans, policies and bonus programs to effect this intent, and to make clear that any amounts paid pursuant to this Settlement Agreement are not for "hours worked," "hours paid," "hours of service," or any similar measuring term as defined by applicable plans, policies and bonus programs for purposes of eligibility, vesting, benefit accrual, or any other purpose, and that additional contributions or benefits are not required by this Settlement Agreement.

C. Successors. This Settlement Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors, and assigns.

D. Costs and Fees. The Parties shall each bear their own costs, attorneys' fees, mediator fees, and other fees incurred in connection with this Settlement Agreement and in

connection with the Action and Plaintiff's claims, except as otherwise set forth specifically herein.

E. Authority. Defendants represent and warrant that the undersigned has the authority to act on behalf of Defendants and to bind Defendants to the terms of this Settlement Agreement. Plaintiff represents and warrants that she has the capacity to act on her own behalf and on behalf of all who might claim through her to bind them to the terms and conditions of this Settlement Agreement.

F. Governing Law. This Settlement Agreement shall be construed under and governed by the laws of the State of California. This Settlement Agreement shall be deemed to have been entered into in Riverside County, California and all questions of validity, interpretation or performance of any of its terms or of any rights or obligations of the parties to this Settlement Agreement shall be governed by California law. If any legal or equitable action or arbitration is necessary to enforce the terms of this Settlement Agreement, it shall be brought in the State of California, County of Riverside.

G. Complete Agreement. The Parties acknowledge and represent that this Settlement Agreement contains the entire understanding between them with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings between them, written and oral, with respect to the subject matter hereof. This Settlement Agreement cannot be amended or modified except by a writing signed by the Parties hereto or their successors-in-interest.

H. Nullification of Settlement Agreement. In the event that: (i) the Court does not approve the settlement of the Action as provided herein; or (ii) the settlement of the Action does not become final for any other reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null and void, and the Parties will be returned to their original respective positions.

I. Judgment and Continued Jurisdiction. After approval of this settlement, the Parties agree that the Court shall retain continuing jurisdiction over this case under CCP Section 664.6 to ensure the continuing implementation of the provisions of this settlement and that the time within which to bring this action to trial under CCP Section 583.310 shall be extended from the date of the signing of this agreement by all parties until the entry of the final approval order and judgment or if not entered the date this agreement shall no longer be of any force or effect. In the event that the Court does not approve the Settlement, or if the final order and judgment is reversed on appeal, then there shall be no Effective Date and this Agreement shall become null and void.

J. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties and their Counsel will cooperate with each other and use their best efforts to effect the

implementation of the settlement of the Action. If the Parties are unable to reach agreement on the form or content of any document needed to implement the settlement of the Action, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of the mediator, David Rotman, to resolve such disagreement.

K. Execution and Counterparts. This Settlement Agreement is subject only to the execution of all Parties. However, this Agreement may be executed in one or more counterparts by facsimile, electronic signature, or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

L. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Settlement Agreement after arm's-length negotiations by experienced counsel. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement Agreement.

M. Invalidity of Any Provision. Before declaring any provision of this Settlement Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable.

N. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

O. Severability. If any term or provision of this Settlement Agreement is held to be invalid or unenforceable, the remaining portions of this Settlement Agreement will continue to be valid and will be performed, construed, and enforced to the fullest extent permitted by law, and the invalid or unenforceable term will be deemed amended and limited in accordance with the intent of the parties, as determined from the face of the Settlement Agreement, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

P. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed more strictly against one party merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

Q. Representation By Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement

Agreement, and that this Settlement Agreement has been executed with the consent and advice of counsel, and reviewed in full.

R. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement and receive approval from the Court.

S. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully enforceable and binding on all parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

T. Denial of Liability. The Parties expressly recognize that the making of this Settlement Agreement does not in any way constitute an admission or concession of wrongdoing on the part of Defendants or an admission or concession regarding the validity of the claims in the Action. Nothing in this Settlement Agreement, nor any action taken in implementation thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued or used during the course of the Action, is intended by the Parties to, nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in any other judicial, arbitral, administrative, investigative or other forum or proceeding, as evidence of any violation or lack of violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, this Settlement Agreement may be used in any proceeding in any court that has as its purpose the interpretation, implementation, or enforcement of the Settlement Agreement or any orders or judgments of the Court entered into in connection therewith.

U. No Admission of Liability or Wrongdoing by Defendants. Defendants contend that all of their employees were compensated in compliance with the law, and that their conduct was not willful with respect to any alleged failure to pay any wages or penalties. Defendants have denied, and continue to deny, each of the claims and contentions alleged in the Action. Defendants have asserted and continue to assert defenses thereto, and have expressly denied and continue to deny any wrongdoing or legal liability arising out of any of the facts or conduct alleged in the Action. Neither this Settlement Agreement, nor any action taken to carry out the terms of this Settlement Agreement, shall ever be construed as, offered, admitted, received or deemed to be evidence in any civil, criminal, administrative, or other proceeding against Defendants or any of the Released Parties, or may be used as an admission, concession, or indication by or against Defendants of any fault, wrongdoing, or liability whatsoever.

V. Waiver of Right to Appeal. Provided that the Judgment is consistent with the terms and conditions of the Settlement Agreement, Plaintiff and Defendants, inclusive, hereby waive any and all rights to appeal in connection with any issue in the Judgment, including, but not limited to, all rights to any post-judgment proceeding and/or appellate proceeding, such as a motion to vacate or set-aside judgment, a motion for new trial, and any extraordinary writ, and the Judgment will become final and non-appealable at the time it is entered.

W. Stay of Litigation. The Parties agree that the continuing litigation of the Action shall be stayed and that the time within which to bring this action to trial under CCP Section 583.310 shall be extended from the date of the signing of this Settlement Agreement by all Parties until the entry of the final approval order and judgment or if not entered the date this agreement shall no longer be of any force or effect.

X. Confidentiality. Plaintiff and PAGA Counsel agree not to file a press release regarding the settlement, respond to press/media inquiries regarding the settlement (except to refer the person inquiring to the court file), or otherwise publicize or divulge to any other individual or entity the terms of this settlement, the amount of this settlement, or the negotiations that resulted in this settlement. This provision does not apply to court filings, nor does this provision apply to any needed disclosures by Plaintiff or PAGA Counsel to their accountants.

Y. No Tax or Legal Advice. The Parties understand and agree that the Parties are neither providing tax or legal advice, nor making representations regarding tax obligations or consequences, if any, related to this Agreement, and that Plaintiff, PAGA Counsel, and Aggrieved Employees made under this Agreement, and that Plaintiff, PAGA Counsel, and Aggrieved Employees shall not seek any indemnification from the Parties or any of the Released Parties in this regard. The Parties agree that, in the event that any taxing body determines that additional taxes are due from any recipient of a disbursement under this agreement, such recipient assumes all responsibility for the payment of such taxes.

Z. Court Filings. The Parties agree not to object to any Court filings consistent with this Settlement Agreement.

AA. Disputes. Any dispute between the Parties as to the remaining terms of the Settlement Agreement shall be presented to the mediator, David Rotman, for resolution.

[Signature Page Follows]

IN WITNESS THEREOF, the Parties each acknowledge that he/she/it has read the foregoing Settlement Agreement, accepts and agrees to the provisions contained in this Settlement Agreement and hereby executes it voluntarily and with full understanding of its consequences.

PLAINTIFF:

Dated: Aug 6, 2024


Sophie Ruiz (Aug 6, 2024 10:40 PDT)
SOPHIA RUIZ

DEFENDANTS:

Dated: Aug 15th, 2024

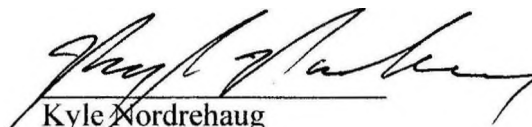
lululemon usa inc. and lululemon athletica inc.

By: 

APPROVED AS TO FORM AND CONTENT:

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

Dated: 8/6/24

By: 
Kyle Nordrehaug
ATTORNEYS FOR PLAINTIFF

SQUIRE PATTON BOGGS (US) LLP

Dated: 8/20/24

By: 
KATHARINE J. LIAO
ATTORNEYS FOR DEFENDANTS

EXHIBIT #2

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

2255 CALLE CLARA
LA JOLLA, CA - California 92037-3107

INVOICE

Invoice # 1
Date: 09/11/2024
Due On: 10/11/2024

Sophia Ruiz
316 Main Street
Sacramento, CA 95678

CA2988

Lululemon USA Inc.; Lululemon Athletica USA Inc. (Ruiz)

Services

Type	Date	Notes	Quantity	Rate	Total
Service	04/22/2023	Draft mediation brief.	3.00	\$895.00	\$2,685.00
Service	04/24/2023	Review/analyze AE's Time and Pay data spreadsheets. Analyze deficiencies. Draft send memo to team re deficiencies.	2.00	\$895.00	\$1,790.00
Service	04/26/2023	Finalize and file mediation brief.	2.00	\$895.00	\$1,790.00
Service	05/02/2023	Prep and appear for mediation.	5.00	\$895.00	\$4,475.00
Service	05/08/2023	Review/analyze def's redlines to MOU / draft responsive corr/redlined MOU.	2.00	\$895.00	\$1,790.00
Service	05/16/2023	Finalize and circulate MOU. Analyze status of complying with court's deadlines.	4.00	\$895.00	\$3,580.00
Service	05/28/2023	Review and analyze original intake notes. Legal research regarding related litigation in state and federal court. Analyze previous settlement and release. Research Defendant's business operations in CA. Conference with Plaintiff to discuss claims.	4.10	\$850.00	\$3,485.00
Service	06/05/2023	Review documents and emails from Plaintiff regarding workplace bullying and discrimination claims. Legal research regarding recent court opinions and settlements for DFEH lawsuits. Status update to Plaintiff.	3.90	\$850.00	\$3,315.00
Service	06/09/2023	Review and analyze entire employment file for legal	4.50	\$850.00	\$3,825.00

		claims. Analyze all pay stubs for overtime and wage statement violations Legal research regarding the same. Analyze off the clock work tasks.			
Service	06/20/2023	Draft original complaint. Analyze facts and law. Conference with Plaintiff to discuss facts and claim for complaint.	4.60	\$850.00	\$3,910.00
Service	07/03/2023	Review and analyze arbitration agreement terms. Call with Plaintiff to discuss facts surrounding the signing of arbitration agreement. Legal research regarding procedural and substantive unconscionability and enforceability of agreement.	3.40	\$850.00	\$2,890.00
Service	07/05/2023	Review file; analyze arb agreement; confer with ND; advise team re matter and prior settlement	2.00	\$750.00	\$1,500.00
Service	07/05/2023	Review status; analyze claims and facts; review draft complaint; review and analyze arbitration issues and agreement; advise ND	2.00	\$950.00	\$1,900.00
Service	07/10/2023	Draft complaint. Send to Plaintiff for approval. Call to discuss process of lawsuit and potential outcomes.	4.50	\$850.00	\$3,825.00
Service	08/06/2023	Review and analyze PAGA claims. Draft PAGA Notice - upload to LWDA website.	2.10	\$850.00	\$1,785.00
Service	08/07/2023	Review revise DFEH allegations in complaint. Call with Plaintiff. Obtain right to sue from DFEH.	2.90	\$850.00	\$2,465.00
Service	08/07/2023	Review and revise draft complaint; review PAGA notice and alleged violations	1.30	\$950.00	\$1,235.00
Service	08/25/2023	Review correspondence from defense counsel; review file and respond accordingly	0.70	\$750.00	\$525.00
Service	08/25/2023	Reveiwed correspondence from Team and reviewed case notes, documents, correspondence and filings. Reveiwed revised Preservation of evidence letter. Discussed with Team.	2.10	\$675.00	\$1,417.50
Service	08/28/2023	Review/revise draft preservation of evidence letter.	0.40	\$750.00	\$300.00
Service	08/28/2023	Review/analyze docs from Plaintiff; create exhibit book	3.50	\$750.00	\$2,625.00
Service	08/28/2023	Edit preservation of evidence letter per attorney Herman's instructions. Finalize, prepare and send to Counsel for Defendant via email.	0.50	\$250.00	\$125.00
Service	08/29/2023	Reveiwed correspondence and discussed with Team.	0.40	\$675.00	\$270.00
Service	08/31/2023	Review claims and facts. Draft internal case notes memo.	1.90	\$850.00	\$1,615.00
Service	09/01/2023	Prepare for and attend meet and confer call with defense counsel; advise team and strategize going forward	1.00	\$750.00	\$750.00

Service	09/01/2023	Reveiwed correspondence and reviewed case notes.	0.20	\$675.00	\$135.00
Service	10/13/2023	Review file; f/u correspondence with defense counsel re early mediation	0.40	\$750.00	\$300.00
Service	10/13/2023	Reviewed correspondence and case notes.	0.20	\$675.00	\$135.00
Service	10/14/2023	Reviws status and correspondence with Def; review updated case notes; provide input to staff regarding next steps and theories	0.50	\$950.00	\$475.00
Service	10/16/2023	Review file; f/u correspondence with defense counsel re mediation	0.40	\$750.00	\$300.00
Service	10/16/2023	Reveiwed correspondence and discussed with JSH.	0.30	\$675.00	\$202.50
Service	10/31/2023	F/u correspondence with defense counsel re mediation	0.30	\$750.00	\$225.00
Service	10/31/2023	Reveiwed correspondence, case notes, research company and discuss mediation with team.	0.40	\$675.00	\$270.00
Service	11/01/2023	Reviewed correspondence.	0.10	\$675.00	\$67.50
Service	11/04/2023	Review case notes/damage analysis	0.50	\$675.00	\$337.50
Service	11/04/2023	Review & analyze employment file documents	3.00	\$675.00	\$2,025.00
Service	11/07/2023	Review, edit & revise class action complaint draft	1.75	\$675.00	\$1,181.25
Service	11/07/2023	Reveiwed correspondence and discussed with Team.	0.20	\$675.00	\$135.00
Service	11/08/2023	Reveiwed correspondence and researched mediators proposed by Defendant.	0.30	\$675.00	\$202.50
Service	11/13/2023	Review file; prepare for and attend meet and confer call with defense counsel re mediation; advise AJB	1.50	\$750.00	\$1,125.00
Service	11/13/2023	Review email from JH re status of PAGA only complaint; review & analyze attached arb agreement	0.40	\$675.00	\$270.00
Service	11/13/2023	Reveiwed case notes and correspondence. Discussed mediators with Team.	0.30	\$675.00	\$202.50
Service	11/13/2023	Reviws status and memos from staff	0.30	\$950.00	\$285.00
Service	11/26/2023	Review file; confer w JH & ND re PAGA-only complaint; draft PAGA-only complaint	4.50	\$675.00	\$3,037.50
Service	11/26/2023	Analyze PAGA Notice. Research PAGA website for related litigation. Review and revise PAGA Only complaint. Discuss with R. Ehmann. Status update to Plaintiff.	2.20	\$850.00	\$1,870.00
Service	11/27/2023	Review file; discuss PAGA only complaint with RE and ND; assess claims in light of prior settlement	1.50	\$750.00	\$1,125.00
Service	11/27/2023	Draft summons and civil case cover sheet and certificate of counsel	0.60	\$675.00	\$405.00

Service	11/27/2023	Review & finalize PAGA only complaint package; file in Riverside Sup Ct.	0.50	\$675.00	\$337.50
Service	11/27/2023	Revises complaint draft; review research from staff; analysis of issues and provide input and direction	0.75	\$950.00	\$712.50
Service	11/28/2023	Review court returned docs re PAGA action; review docket; memo to firm re judicial/departement assignment and status of initial case management conference	0.50	\$675.00	\$337.50
Service	11/28/2023	Provide notice to LWDA of PAGA action filing	0.40	\$675.00	\$270.00
Service	11/28/2023	Review filed Paga complaint. Add case to Master Case Sheet. Create Case Management Flow Chart. Email introductory correspondence to client now that Complaint has been filed. Register to track the case via Lexis-Court Link.	0.50	\$250.00	\$125.00
Service	11/28/2023	Review filed complaint and court notices; review memo from RE	0.40	\$950.00	\$380.00
Service	12/07/2023	Reviewed Court's PAGA Case Management Order.	0.20	\$450.00	\$90.00
Service	12/13/2023	Corresp. w defense counsel and mediator confirming mediation; circulate and advise team re stip to stay pending mediation	0.30	\$750.00	\$225.00
Service	12/13/2023	Draft Stipulation and Proposed Order to Stay the Matter Pending Mediation. Forward to Attorney Herman for review and finalization.	1.00	\$250.00	\$250.00
Service	12/13/2023	Reveiwed calendar, case notes and created mediation folder for upcoming mediation related internal deadlines.	0.20	\$675.00	\$135.00
Service	12/18/2023	Draft/revise stip to stay pending mediation; circulate to defense counsel for review	0.50	\$750.00	\$375.00
Service	12/29/2023	Review complaint, analyze, advise ND	2.80	\$450.00	\$1,260.00
Service	12/29/2023	Reveiwed case notes, correspondence, pleadings, rep folder and documents. Sent information to Mediator's office.	0.50	\$675.00	\$337.50
Service	01/05/2024	Call with defense counsel re stip to stay and mediation; advise team	0.40	\$750.00	\$300.00
Service	01/08/2024	Revise complaint, advise ND	2.80	\$450.00	\$1,260.00
Service	01/09/2024	Analyze file; review/respond to correspondence with defense counsel re service and stip to stay pending mediation w reservation of rights provision	0.60	\$750.00	\$450.00
Service	01/11/2024	Review OPC correspondence re service via NAR; prep initial documents for service of process with NARs; email to OPC w service docs; instruct staff to mail hard copies per code re PAGA action	1.00	\$675.00	\$675.00

Service	01/16/2024	F/u with defense counsel re stip. to stay pending mediation w reservation of rights; research re related issues of diversity removal in PAGA actions; f/u call re same	3.50	\$750.00	\$2,625.00
Service	01/17/2024	Review/analyze Defendant's CMC stmt	0.40	\$750.00	\$300.00
Service	01/17/2024	Reviewed Defendant's Case Management Conference Statement.	0.40	\$450.00	\$180.00
Service	01/17/2024	Reveiwd calendar, docket and case file in preparation for upcoming deadline.	0.30	\$675.00	\$202.50
Service	01/17/2024	Review status; review CMC statement; review emails by staff regarding stip and mediation	0.50	\$950.00	\$475.00
Service	01/22/2024	Review file, CMO, and local rules; draft joint CMC stmt and send to defense counsel for review; review defendant's proposed revisions; further revise and finalize; advise team re filing	1.00	\$750.00	\$750.00
Service	01/22/2024	Execute and finalize Proof of Service. Process and submit Joint Case Management Statement to Court for filing via One Legal and serve via email.	0.50	\$250.00	\$125.00
Service	01/22/2024	Legal research regarding suitable seating claims. Analyze facts and claims.	2.90	\$850.00	\$2,465.00
Service	01/23/2024	Discuss with RE re PAGA complaint in preparation for call with defense counsel	0.50	\$750.00	\$375.00
Service	01/23/2024	Confer w JH/ND re 75K amt. in controversy allegation in PAGA only action/actions	0.50	\$675.00	\$337.50
Service	01/24/2024	Reveiwd case notes, calendar and correspondence for Mediation chart.	0.20	\$675.00	\$135.00
Service	01/25/2024	Reveiwd correspondence re: Case Management Conference and discussed with Team.	0.40	\$675.00	\$270.00
Service	01/26/2024	Reveiwd correspondence and ensured calendar was updated.	0.10	\$675.00	\$67.50
Service	01/30/2024	F/u correspondence with defense counsel re stip to stay pending mediation; research removal/amount in controversy issues raised by Defendant; advise team	0.80	\$750.00	\$600.00
Service	02/05/2024	File proof of service of summons re 2 defendants w/ executed NAR/pos-010; memo to firm re post service written discovery re PAGA action	0.60	\$675.00	\$405.00
Service	02/13/2024	Review and further revise Defendant's revise stip to stay pending mediation	0.40	\$750.00	\$300.00
Service	02/14/2024	Finalize and executed stip to stay pending mediation; advise team re filing	0.30	\$750.00	\$225.00
Service	02/14/2024	Execute and finalize Proof of Service. Process and	0.50	\$250.00	\$125.00

		submit Stipulation and [Proposed] Order to Stay Matter Pending Mediation to court for filing via One Legal and serve via email.			
Service	02/14/2024	Review complaint, analyze, advise ND	2.80	\$450.00	\$1,260.00
Service	02/19/2024	Review ROA and electronic file for status of matter and confirmation of CMC still on calendar for 02/29/2024. Draft shell for Joint Status Report and forward to attorney Moran.	0.50	\$250.00	\$125.00
Service	02/21/2024	Reviewed file, pertinent documents, and court docket to draft Joint Status Conference Statement; Drafted Joint Status Conference Statement; Email to OPC re Joint Status Conference Statement.	1.00	\$450.00	\$450.00
Service	02/21/2024	Email from OPC re Joint Status Report.	0.20	\$450.00	\$90.00
Service	02/21/2024	Review/revise draft Joint CMC; advise TM	0.40	\$750.00	\$300.00
Service	02/22/2024	Revised, finalized and signed Joint Status Report; Advised HD re service and filing of Joint Status Report.	0.50	\$450.00	\$225.00
Service	02/22/2024	Review final joint report; advise TM	0.30	\$750.00	\$225.00
Service	02/28/2024	Reviewed file and court docket in preparation for upcoming CMC; Advised team re status of case and court order re stay.	0.60	\$450.00	\$270.00
Service	02/28/2024	Reviewed correspondence. Reviewed and analyzed Riverside Superior Court register of actions re case stay. Discussed case stay with team.	0.50	\$675.00	\$337.50
Service	03/14/2024	Revise complaint, advise ND	2.60	\$450.00	\$1,170.00
Service	03/21/2024	Reviewed correspondence, calendar and case notes for Mediation deadline.	0.30	\$675.00	\$202.50
Service	04/01/2024	Reviewed case notes, documents, pleadings and correspondence. Contacted client. Drafted and served mediation data request.	2.90	\$675.00	\$1,957.50
Service	04/03/2024	Reviewed correspondence, calendar and case notes to prepare for upcoming mediation deadline.	0.20	\$675.00	\$135.00
Service	04/04/2024	Analyze all discovery to date. Review and analyze data produced for mediation purposes. Review Defendant's wage and hour policy documents. Legal research regarding overtime and sick pay claims. Prepare for mediation.	5.10	\$850.00	\$4,335.00
Service	04/04/2024	Reviewed correspondence and case notes. Sent additional correspondence to Client.	0.30	\$675.00	\$202.50
Service	04/10/2024	Review case demographics. Draft MOU for mediation.	1.90	\$850.00	\$1,615.00
Service	04/10/2024	Reviewed correspondence, calendar and case notes to prepare for upcoming mediation deadline. Reviewed	0.50	\$675.00	\$337.50

		correspondence from Client and arranged for client telephonic meeting.			
Service	04/11/2024	Discuss individual claims with SP and ND	0.70	\$750.00	\$525.00
Service	04/11/2024	Reviewed case notes, documents, pleadings and correspondence. Discussed with Client and filled in case notes intake. Discussed Individual FEHA Complaint with team. Sent follow up email to client requesting additional information and documentation related to mediation.	2.60	\$675.00	\$1,755.00
Service	04/12/2024	Review all pay stub exemplars for 226(a) and meal break premium violations. Legal research regarding the same. Begin drafting mediation brief.	4.50	\$850.00	\$3,825.00
Service	04/13/2024	Review status; review all case notes and documents from staff; review exhibit book; analysis of issues for mediation and settlement; memo to Team and AJ regarding settlement issues and compliance with CMO	1.50	\$950.00	\$1,425.00
Service	04/15/2024	Review/analyze Defendant's mediation doc production; update file and advise SP	2.50	\$750.00	\$1,875.00
Service	04/15/2024	Reviewed correspondence and discussed with Team. Ensured mediation document production was sent to experts. Reviewed first round of documents.	1.20	\$675.00	\$810.00
Service	04/17/2024	Reviewed correspondence and documents. Drafted and sent follow up email re: Mediation Data.	0.60	\$675.00	\$405.00
Service	04/17/2024	Reviewed correspondence, calendar and case notes to prepare for upcoming mediation deadline. Updated Mediation preparation chart. Discussed with JSH.	0.60	\$675.00	\$405.00
Service	04/18/2024	Speak with client in advance of mediation, analyze claims, advise AJB	2.60	\$450.00	\$1,170.00
Service	04/22/2024	Discuss with AJB re mediation data/docs; advise SP	0.40	\$750.00	\$300.00
Service	04/22/2024	Reviewed, separated and organized previously received P and D docs. Updated mediation files. Followed up with D. Followed up with Plaintiff by email and phone. Updated Mediation chart.	4.70	\$675.00	\$3,172.50
Service	04/22/2024	Review previous PAGA only settlements with similar claims and pay periods for mediation valuation. Review and analyze meal and rest break claims. Prepare for mediation.	2.90	\$850.00	\$2,465.00
Service	04/23/2024	Reviewed Defendant's extensive mediation data request production of documents.	1.00	\$450.00	\$450.00
Service	04/23/2024	Review/analyze supplemental mediation data production	1.60	\$750.00	\$1,200.00
Service	04/23/2024	Reviewed correspondence from Expert and followed up with Defendant re AE time and pay data. Discussed	0.60	\$675.00	\$405.00

		with TG regarding documents and ensured Experts received it.			
Service	04/23/2024	Review Def document production; analysis of data points; review research regarding other PAGA settlement; analysis of PAGA claim in this matter	1.50	\$950.00	\$1,425.00
Service	04/24/2024	Draft mediation brief.	4.50	\$850.00	\$3,825.00
Service	04/24/2024	Communicated with Client. Discussed receipt of client documents and setting up box link with TG. Communicated again with Plaintiff re missing documents for Mediation. Sent correspondence to Defendant re: missing mediation data. Reviewed and corresponded with Expert. Arranged for Expert to receive documentation for Mediation.	1.90	\$675.00	\$1,282.50
Service	04/25/2024	Review/analyze further supplemental mediation data production and response to mediation data request	1.30	\$750.00	\$975.00
Service	04/25/2024	Received and reviewed file sent from Defendant in anticipation of mediation. Arranged for documents to be sent to Expert.	0.60	\$675.00	\$405.00
Service	04/26/2024	Review additional mediation expert damages analysis; discuss with SP and AJB	0.70	\$750.00	\$525.00
Service	04/26/2024	Reviewed and analyzed Expert analysis. Corresponded with AJB re Mediation. Corresponded with Expert and updated mediation chart, case notes and brief. Reviewed document and case notes for Mediation brief revision and clarification.	2.70	\$675.00	\$1,822.50
Service	04/29/2024	Reviewed case notes, correspondence, mediation folder and correspondence. Communicated with Client. Updated Case note with facts. Sent to AJB.	2.40	\$675.00	\$1,620.00
Service	04/29/2024	Discuss with SP re additional facts obtained from clients for mediation	0.40	\$750.00	\$300.00
Service	04/29/2024	Reviewed and analyzed Defendant's supplemental mediation document production for upcoming mediation and MDR response letter.	0.50	\$450.00	\$225.00
Service	04/29/2024	Prepare for mediation, review and analyze mediation brief, advise AJB	2.60	\$450.00	\$1,170.00
Service	04/29/2024	Add individual claims to case notes, calculate individual damages, advise AJB	2.60	\$450.00	\$1,170.00
Service	04/29/2024	Review draft mediation brief; review expert report; analyze claims and facts; provide input to Team and AJ	1.50	\$950.00	\$1,425.00
Service	04/30/2024	Reviewed documents communications and documentation. Uploaded information from Plaintiff to the Mediation Prep document and exhibit book. Corresponded with AJB.	0.80	\$675.00	\$540.00

Service	05/01/2024	Review expert penalty report and notes and assumptions. Review mediation briefs and all exhibits attached thereto in preparation for mediation.	2.90	\$850.00	\$2,465.00
Service	05/01/2024	Reviewed correspondence re Plaintiff's individual claims and discussed with NJD and Team.	0.70	\$675.00	\$472.50
Service	05/02/2024	Attend mediation	8.00	\$450.00	\$3,600.00
Service	05/03/2024	Discuss with AJB re outcome of mediation and pay period value; review draft MOU; advise team;	1.00	\$750.00	\$750.00
Service	05/03/2024	Review status and memo regarding mediation outcome; review draft MOU; check MOU terms for compliance with CMO; advise AJ	1.00	\$950.00	\$950.00
Service	05/04/2024	Review docs, analyze settlement issues. Advise AJ.	3.00	\$995.00	\$2,985.00
Service	05/07/2024	Final MOU, analyze for approval issues. Advise AJ.	2.75	\$995.00	\$2,736.25
Service	05/08/2024	Review/analyze defendant's revisions to MOU	0.30	\$750.00	\$225.00
Service	05/16/2024	Review Defendant's proposed revisions to MOU	0.30	\$750.00	\$225.00
Service	05/16/2024	review MOU and docs, analyze for approval purposes. Advise AJ.	2.00	\$995.00	\$1,990.00
Service	05/16/2024	Review and analyze MOU terms. Review mediation notes. Send to Plaintiff for signature. Emails and calls to discuss terms.	1.40	\$850.00	\$1,190.00
Service	05/16/2024	Review revisions to MOU; review final draft of MOU; advise AJ	0.75	\$950.00	\$712.50
Service	05/28/2024	Reviewed and discussed MOU with team.	0.80	\$675.00	\$540.00
Service	05/29/2024	Discuss with ND re status of MOU	0.30	\$750.00	\$225.00
Service	05/29/2024	Reveiwed correspondence, calendar and case notes to prepare for upcoming mediation deadline.	0.30	\$675.00	\$202.50
Service	05/31/2024	Reveiwed correspondence, calendar and case notes to prepare for upcoming mediation deadline.	0.20	\$675.00	\$135.00
Service	06/05/2024	Reveiwed correspondence, calendar and case notes to prepare for upcoming mediation deadline.	0.20	\$675.00	\$135.00
Service	06/11/2024	Reviewed file to draft joint cmc statement; drafted joint cmc statement; revised joint cmc statement per discussions with team; email to and from OPC re joint cmc statement.	1.80	\$450.00	\$810.00
Service	06/11/2024	Draft/revise joint report; advise TM	0.40	\$750.00	\$300.00
Service	06/12/2024	Email from OPC re longform settlement agreement draft.	0.20	\$450.00	\$90.00
Service	06/12/2024	Review & analyze final MOU; confer w JH/TM re admin	1.00	\$675.00	\$675.00

quotes; drafting of long form Agreements					
Service	06/12/2024	Execute and finalize Proof of Service. Process and submit Joint Status Report to Court for filing via One Legal and serve via email.	0.50	\$250.00	\$125.00
Service	06/12/2024	Review and respond to Plaintiff's email regarding status and questions.	0.80	\$850.00	\$680.00
Service	06/12/2024	Reveiwed MOU and corresponded with Team re: signature and next steps.	0.60	\$675.00	\$405.00
Service	06/13/2024	Email to OPC re long form settlement agreements.	0.30	\$450.00	\$135.00
Service	06/13/2024	Confer w team re executed MOU; confer w team re next steps re approval; email to OPC w executed MOU/ long form PAGA and individual agreement drafts	1.25	\$675.00	\$843.75
Service	06/13/2024	Review MOU, analyze re settlement issues. Advise RE.	2.75	\$995.00	\$2,736.25
Service	06/13/2024	Review status and emails; analysis of issues for settlement and long form agreement; memo to RE regarding drafting of agreement; review input from NBB	1.00	\$950.00	\$950.00
Service	06/20/2024	ROA review and obtain remote appearance information for Case Management Conference.	0.20	\$250.00	\$50.00
Service	06/24/2024	Review/analyze draft settlement agreements from defendant; discuss with and advise RE	1.50	\$750.00	\$1,125.00
Service	06/24/2024	Review agreement to settle. Analyze re approval issues. Advise RE.	2.50	\$995.00	\$2,487.50
Service	06/25/2024	Planned and prepared for upcoming Case Management Conference; Reviewed Court's docket; advised firm re continued status.	0.50	\$450.00	\$225.00
Service	06/25/2024	Review/analyze memo re status conference. Update calendar. Analyze status of finalizing settlement.	2.00	\$895.00	\$1,790.00
Service	06/26/2024	Reviewed Court's order continuing status conference.	0.20	\$450.00	\$90.00
Service	06/27/2024	Review & analyze long form PAGA Agreement; revise w redline edits.	4.50	\$675.00	\$3,037.50
Service	06/27/2024	Review draft agreement and revisions; advise RE as to further revisions and redlines	1.50	\$950.00	\$1,425.00
Service	06/30/2024	Continue review & analysis of long form PAGA Agreement; redline proposed edits	1.50	\$675.00	\$1,012.50
Service	06/30/2024	Review & analyze individual settlement agreement re S. Ruiz; add redline edits	2.25	\$675.00	\$1,518.75
Service	07/05/2024	Review & finalize long form PAGA & individual agreement redlines; forward to KN for review	1.50	\$675.00	\$1,012.50
Service	07/18/2024	Discuss settlement with RE and NBB; review	1.50	\$950.00	\$1,425.00

		agreement and proposed redlines; respond to RE			
Service	07/19/2024	Confer w KN re Plaintiff redlines to draft Agreements; review and revise redline drafts; email to OPC with draft Agreements for Def. review	1.00	\$675.00	\$675.00
Service	07/22/2024	Review file re # of AE's; email to KN re Admin quotes request	0.40	\$675.00	\$270.00
Service	08/06/2024	Review email from OPC w latest draft of PAGA and individual agreement; confer with team re drafts sent by OPC; review ND edits to individual agreement; revise individual agreement; email to OPC w/ final PAGA Agreement & draft individual agreement	1.25	\$675.00	\$843.75
Service	08/06/2024	Discuss with RE re PAGA Approval motion and status of settlement	0.50	\$750.00	\$375.00
Service	08/06/2024	Review status and next steps; memo to Admins re: estimates; review current draft of PAGA Agreement back from Def; advise RE	1.00	\$950.00	\$950.00
Service	08/07/2024	Review file; drafted Declaration of Plaintiff in support of PAGA Approval Motion; discussed status of PAGA approval motion with team.	2.50	\$450.00	\$1,125.00
Service	08/07/2024	Review file; confer w JH/email to JH re status of PAGA approval; next steps	0.40	\$675.00	\$270.00
Service	08/12/2024	Review status; review emails; respond to Def inquiries; memo to JH re: motion	0.50	\$950.00	\$475.00
Service	08/13/2024	Review longform agreement; discuss with KN and RE; draft Motion for PAGA Approval; circulate to KN for review	3.50	\$750.00	\$2,625.00
Service	08/14/2024	Review file; f/u with defense counsel re status of agreements; discuss with KN and RE: circulate final individual agreement for execution; revise PAGA Approval Motion to comport with Riverside CMO; draft Proposed Order	1.70	\$750.00	\$1,275.00
Service	08/14/2024	Review status and emails; review terms of MOU; prepare scheduling memo for NBB; analyze next steps and instruct staff; review email regarding hearing; email regarding stip	1.00	\$950.00	\$950.00
Service	08/15/2024	Revised client declaration ISO PAGA Approval; Email to client re Declaration ISO PAGA approval.	0.50	\$450.00	\$225.00
Service	08/20/2024	Review fully executed longform agreements; circulate to team; discuss PAGA approval with KN	0.30	\$750.00	\$225.00
Service	08/28/2024	Reveiwed correspondence, calendar and case notes to prepare for upcoming mediation deadline.	0.20	\$675.00	\$135.00
Service	09/03/2024	Review/analyze draft of the motion for PAGA approval and the proposed order granting the motion	2.00	\$895.00	\$1,790.00

Service	09/03/2024	Review and revise motion for PAGA Approval; revise proposed order; review final agreement and CMO for compliance issues; memo to JH; email Def with draft motion.	4.50	\$950.00	\$4,275.00
Service	09/03/2024	Review/analyze KN revisions to motion for final approval; discuss with KN and revise proposed order accordingly	1.40	\$750.00	\$1,050.00
Service	09/04/2024	Prepare Table of Contents and Table of Authorities for Plaintiff's Motion or Approval of Paga Settlement.	1.00	\$250.00	\$250.00
Service	09/11/2024	Review/analyze Defendant's proposed revisions to PAGA approval motion	0.50	\$750.00	\$375.00
Service	09/11/2024	Review and revise motion for PAGA approval; revise per Defendant comments; review billing for accuracy and compliance; memo to staff	2.00	\$950.00	\$1,900.00
Service	09/11/2024	Draft Declaration ISO motion; review CMO issues and revise declaration with cites and content to comply; review exhibits; prepare final declaration	4.00	\$950.00	\$3,800.00
				Services Subtotal	\$202,147.50

Expenses

Type	Date	Notes	Quantity	Rate	Total
Expense	08/07/2023	PAGA Filing Fee	1.00	\$75.00	\$75.00
Expense	11/28/2023	Onelegal/Court Fees	1.00	\$1,510.02	\$1,510.02
Expense	12/03/2023	LexisNexis	1.00	\$60.00	\$60.00
Expense	01/24/2024	Mediation Fees - David Rotman	1.00	\$13,250.00	\$13,250.00
Expense	02/16/2024	Onelegal/court fees	1.00	\$51.48	\$51.48
Expense	04/30/2024	Additional Mediation fee - D. Rotman.	1.00	\$1,500.00	\$1,500.00
Expense	05/07/2024	Berger Consulting Fee	1.00	\$10,560.00	\$10,560.00
Expense	06/17/2024	One Legal Invoice No 06127765	1.00	\$19.30	\$19.30
Expense	09/11/2024	Filing fee - motion	1.00	\$60.00	\$60.00
				Expenses Subtotal	\$27,085.80

Time Keeper	Quantity	Rate	Total
AJ Bhowmik	22.0	\$895.00	\$19,690.00
Norm Blumenthal	13.0	\$995.00	\$12,935.00

Scott Blumenthal	26.8	\$450.00	\$12,060.00
Nicholas De Blouw	61.0	\$850.00	\$51,850.00
Ricardo Ehmann	29.3	\$675.00	\$19,777.50
Jeffrey Herman	40.4	\$750.00	\$30,300.00
Trevor Moran	10.4	\$450.00	\$4,680.00
Kyle Nordrehaug	29.0	\$950.00	\$27,550.00
Sergio Puche	32.6	\$675.00	\$22,005.00
Heather Drosi	5.2	\$250.00	\$1,300.00
Subtotal			\$229,233.30
Total			\$229,233.30

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1	10/11/2024	\$229,233.30	\$0.00	\$229,233.30
Outstanding Balance				\$229,233.30
Total Amount Outstanding				\$229,233.30

Please make all amounts payable to: Blumenthal Nordrehaug Bhowmik DeBlouw LLP

Please pay within 30 days.

EXHIBIT #3

Blumenthal Nordrehaug Bhowmik De Blouw LLP

2255 Calle Clara, La Jolla, California 92037

Tel: (858) 551-1223

Fax: (858) 551-1232

FIRM RESUME

Areas of Practice: Employee, Consumer and Securities Class Actions, Wage and Hour Class Actions, Civil Litigation, Business Litigation.

ATTORNEY BIOGRAPHIES

Norman B. Blumenthal

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Consumer and Securities Class Action, Civil Litigation, Wage and Hour Class Actions, Transactional Law

Admitted: 1973, Illinois; 1976, California

Biography: Law Clerk to Justice Thomas J. Moran, Illinois Supreme Court, 1973-1975, while on Illinois Court of Appeals. Instructor, Oil and Gas Law: California Western School of Law, 1981; University of San Diego School of Law, 1983. Sole Practitioner 1976-1987. Partner, Blumenthal & Ostroff, 1988-1995. Partner, Blumenthal, Ostroff & Markham, 1995-2001. Partner, Blumenthal & Markham, 2001-2007. Partner, Blumenthal & Nordrehaug, 2007. Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2018. Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP, 2018 - present.

Member: San Diego County, Illinois State and American Bar Associations; State Bar of California.

Educated: University of Wisconsin (B.A., 1970); Loyola University of Chicago (J.D., 1973);

Summer Intern (1971) with Harvard Voluntary Defenders

Kyle R. Nordrehaug

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Consumer and Securities Class Actions, Wage and Hour Class Actions, Civil Litigation

Admitted: 1999, California

Biography: Associate, Blumenthal, Ostroff & Markham, 1999-2001. Associate, Blumenthal & Markham, 2001-2007. Partner, Blumenthal & Nordrehaug, 2007. Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2017

Member: State Bar of California, Ninth Circuit Court of Appeals, Third Circuit Court of Appeals

Educated: University of California at Berkeley (B.A., 1994); University of San Diego School of Law (J.D. 1999)

Awards: Top Labor & Employment Attorney 2016; Top Appellate Reversal - Daily Journal 2015; Super Lawyer 2015-2018

Aparajit Bhowmik

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2006, California

Educated: University of California at San Diego (B.A., 2002); University of San Diego School of Law (J.D. 2006)

Biography: Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2017

Awards: Rising Star 2015

Nicholas J. De Blouw

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2011, California

Educated: Wayne State University (B.A. 2008); California Western School of Law (J.D. 2011)

Piya Mukherjee

Associate Attorney

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2010, California

Educated: University of California, San Diego (B.S. 2006); University of Southern California, Gould School of Law (J.D. 2010)

Victoria Rivapalacio

Associate Attorney

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2011, California

Educated: University of California at San Diego (B.A., 2003); George Washington University Law School (J.D. 2010)

Ricardo Ehmann

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2018, California; 2004, Nevada

Educated: University of California, San Diego (B.A. 1998); Loyola Law School (J.D. 2001)

Jeffrey S. Herman

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2011, California; 2016 Arizona

Educated: University of Michigan (B.A. 2008); California Western School of Law (J.D. 2011)

Charlotte James

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

Educated: San Diego State University; California Western School of Law

Christine Levu

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2012, California

Educated: University of California, Irvine; California Western School of Law

Andrew Ronan

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

Educated: Arizona State University; University of San Diego School of Law

Scott Blumenthal

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, New Mexico

Educated: University of Southern California; California Western School of Law

Sergio Julian Puche

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2013, California

Educated: University of California, Irvine; California Western School of Law

Trevor Moran

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, California

Educated: University of Rhode Island; California Western School of Law

Adolfo Sanchez Contreras

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2024, California; 2014, Mexico

Educated: The Juarez University

REPORTED CASES

Sakkab v. Luxottica Retail N. Am., Inc., 803 F.3d 425 (9th Cir. 2015) (The panel reversed the district court's order granting Luxottica Retail North America, Inc.'s motion to compel arbitration of claims and dismissing plaintiff's first amended complaint, in a putative class action raising class employment-related claims and a non-class representative claim for civil penalties under the Private Attorney General Act.);

Securitas Security Services USA, Inc. v. Superior Court, 234 Cal. App. 4th 1109 (Cal. Feb. 27, 2015) (Court of Appeal concluded the trial court correctly ruled that *Iskanian* rendered the PAGA waiver within the parties' dispute resolution agreement unenforceable. However, the Court of Appeal then ruled the trial court erred by failing to invalidate the non-severable class action waiver from the agreement and remanded the entire complaint, including class action and PAGA claims, be litigated in the Superior Court);

Sussex v. United States Dist. Court for the Dist. of Nev., 781 F.3d 1065 (9th Cir. 2015) (The panel determined that the district court clearly erred in holding that its decision to intervene mid-arbitration was justified under *Aerojet-General*. Specifically, the panel held that the district court erred in predicting that an award issued by the arbitrator would likely be vacated because of his "evident partiality" under 9 U.S.C. § 10(a)(2).);

Provost v. YourMechanic, Inc., 2020 Cal. App. Lexis 955 (Oct. 15, 2020) (Court of Appeals affirmed denial of arbitration of PAGA claim, and held in a case of first impression, that there was no additional standing rules for PAGA claim brought by independent contractor);

In re Tobacco Cases II, 41 Cal. 4th 1257 (2007); Washington Mutual Bank v. Superior Court, 24 Cal. 4th 906 (2001); Rocker v. KPMG LLP, 148 P.3d 703; 122 Nev. 1185 (2006); PCO, Inc. v. Christensen, Miller, Fink, Jacobs, Glaser, Weil & Shapiro, LLP, 150 Cal. App. 4th 384 (2007); Hall v. County of Los Angeles, 148 Cal. App. 4th 318 (2007); Coshov v. City of Escondido, 132 Cal. App. 4th 687 (2005); Daniels v. Philip Morris, 18 F.Supp 2d 1110 (S.D. Cal.1998); Gibson v. World Savings & Loan Asso., 103 Cal. App. 4th 1291 (2003); Jordan v. Department of Motor Vehicles,

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No. 37-2018-00047639-CU-OE-CTL; Erickson v. Erickson – Contra Costa County Superior Court, Case No. MSC18-00307; Martin v. Menzies Aviation (USA) Inc. – San Francisco County Superior Court, Case No. CGC-18-566072; Mortimer v. Healthsouth Bakersfield Rehabilitation Hospital, LLC – Kern County Superior Court, Case No. BCV-18-102761; Alcaraz v. Red Lion Hotels Corporation – San Francisco County Superior Court, Case No. CGC-18-570310; Calhoun v. Total Transportation and Distribution, Inc. – San Diego County Superior Court, Case No. 37-2018-00058681-CU-OE-CTL; Rataul v. Overton Security Services, Inc. – Alameda County Superior Court, Case No. RG18891882; Beltran v. Compass Bank – San Diego County Superior Court, Case No. 37-2019-00024475-CU-OE-CTL; Kirshner v. Touchstone Golf, LLC – San Diego County Superior Court, Case No. 37-2018-00028865-CU-OE-CTL; Pizarro v. The Home Depot, Inc. – U.S. District Court for the Northern District of Georgia-Atlanta Division; Hatanaka v. Restore Rehabilitation, LLC – San Diego County Superior Court, Case No. 37-2018-00034780-CU-OE-CTL; Faria v. Carriage Funeral Holdings, Inc. – Contra Costa County Superior Court, Case No. MSC18-00606; Ontiveros v. Baker Concrete Construction, Inc. – Santa Clara County Superior Court, Case No. 18CV328679; Morales v. Redlands Automotive Services, Inc. – San Bernardino County Superior Court, Case No. CIVDS1807525; Ramirez v. Carefusion Resources, LLC – U.S. District Court, Southern District of California; Amster v. Starbucks Corporation – San Bernardino Superior Court, Case No. CIVDS1922016; Kutzman v. Derrel's Mini Storage, Inc. – U.S. District, Eastern District of California, Case No. 1:18-cv-00755-AWI-JLT; Marks v. Universal Propulsion Company, Inc. – Solano County Superior Court, Case No. FCS051608; Martinez v. Geil Enterprises, Inc. – Fresno County Superior Court, Case No. 17CECG01480; Teniente v. Cirrus Asset Management, Inc. – Los Angeles County Superior Court, Case No. 20STCV16302; Blackshear v. California Fine Wine & Spirits LLC – Sacramento County Superior Court, Case No. 34-2018-00245842; Warnick v. Golden Gate America West LLC – Los Angeles County Superior Court, Case No. BC714176; Bennett v. Dnata Aviation USA, Inc. – San Francisco County Superior Court, Case No. CGC-18-566911; George v. PF Stockton Fitness LLC – Sacramento County Superior Court, Case No. 34-2019-00261113-CU-OE-GDS; Oshana v. Farmers and Merchants Bank of Central California – Stanislaus County Superior Court, Case No. CV-19-003427; Vasquez v. Packaging Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-01935-PSG-PLA; Palomino v. Zara USA Inc. – Orange County Superior Court, Case No. 30-2018-00992682-CU-OE-CXC; Simmons v. Joe & The Juice LA, LLC – San Francisco County Superior Court; Pacia v. CIM Group, L.P. – Los Angeles County Superior Court, Case No. BC709666; Flores v. Plastic Express – Los Angeles County Superior Court, Case No. BC71971; Madera v. William Warren Properties, Inc. – Orange County Superior Court, Case No. 30-2019-01055704-CU-OE-CXC; Hernandez v. Quality Custom Distribution – Orange County Superior Court, Case No. 30-2018-01010611-CU-OE-CXC; Arango v. Schlumberger Technology Corporation – Orange County Superior Court, Case No. 30-2019-01056839-CU-OE-CXC; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Ramirez v. J E H Enterprises, Inc. – San Francisco County Superior Court, Case No. CGC-19-574691; Sullen v. First Service Residential California, LLC – San Francisco County Superior Court, Case No. CGC-19-575131; Valentino v. East Bay Tire Co. – Solano County Superior Court, Case No. FCS053067; Murphy v. Rockler Retail Group, Inc. – Sacramento Superior Court, Case No. 34-2019-00251220; Shahbazian v. Onewest Bank – Los Angeles County Superior Court, Case No. 19STCV23722; Bruemmer v. Tempur Retail Stores LLC – Marin County Superior Court, Case No. CIV1803646; Antonios v. Interface Rehab, Inc. – Orange County Superior, Case No. 30-2019-01067547-CU-OE-CXC; Tavallodi v. DC Auto, Inc. – San Bernardino, Case No. CIVDS1833598; Miranda v. The Lloyd Pest Control Co. – San Diego County Superior Court, Case No. 37-2018-00052510-CU-OE-CTL; Soenardi v. Magnussen Imports, Inc. – Santa Clara County Superior Court, Case No. 18CV340003; Thai v. Team Industrial Services, Inc. – Los Angeles County Superior Court, Case No. 19STCV21953; Castillo v. A.J. Kirkwood & Associates, Inc. – Los Angeles County Superior Court, Case No. 19STCV04435; Moss v. Jabil Inc. – Alameda County Superior Court, Case No. HG20050536; Billosillo, Jr. v. Crown Energy Services, Inc. – San Diego County Superior Court,

Case No. 37-2018-00058254-CU-OE-CTL; Tarkington v. Freetime, Inc. – San Diego County Superior Court, Case No. 37-2019-00011473-CU-OE-CTL; McIntyre v. J.J.R. Enterprises, Inc. – Sacramento County Superior Court, Case No. 34-2019-00251220; Bucur v. Pharmaca Integrative Pharmacy, Inc. – San Diego County Superior Court, Case No. 37-2019-00009409-CU-OE-CTL; Batin v. McGee Air Services, Inc. – Santa Clara County Superior Court, Case No. 19CV347733; Terry v. McGee Air Services, Inc. – King County Superior Court of Washington, Case No. 19-2-3321-5 KNT; Weiss v. Niznik Behavioral Health Resources, Inc. – San Diego County Superior Court, Case No. 37-2019-00039441-CU-OE-CTL; Cavada v. Inter-Continental Hotels Group, Inc. – U.S. District Court, Southern District of California, Case No. 3:19-cv-01675-GPC-AHG; Lešević v. Spectraforce Technologies, Inc. – U.S. District Court, Northern District of California, Case No. 5:19-cv-03126-LHK; Mutchler v. Circle K Stores, Inc. – San Diego County Superior Court, Case No. 37-2020-00016331-CU-OE-CTL, Azima v. CSI Medical Group, – Santa Clara County Superior Court, Case No. 19CV345450; Porrás v. Baypointe Enterprises, LLC – Los Angeles County Superior Court, Case No. 19STCV31015; Mitchell v. Mack Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1928334; Watts v. T.R.L. Systems, Incorporated – Orange County Superior Court, Case No. 30-2019-01102457-CU-OE-CXC; Price v. DMSD Restaurants Inc. – San Diego County Superior Court, Case No. 37-2019-00024062-CU-OE-CTL; Jacobs v. Nortek Security & Control LLC – San Diego County Superior Court, Case No. 37-2019-0019735-CU-OE-CTL; Gonzalez v. Hub International Midwest – San Bernardino County Superior Court, Case No. CIVDS1900463; Cisneros v. Bluepearl California, Inc. – San Mateo Superior Court, Case No. 19-CIV-05707; Garcia v. Gallagher Basset Services – San Bernardino Superior Court, Case No. CIVDS2004140; Callow v. Adventist Health System/West – Placer County Superior Court, Case No. SCV0043607; Dominguez v. Kimco Facility Services, LLC – Los Angeles County Superior Court, Case No. 19STCV37592; Searles v. Robert Heath Trucking, Inc. – Los Angeles County Superior Court, Case No. 19STCY30808; Rangel v. Pioneer Hi-Bred international, Inc. – Yolo County Superior Court, Case No. CV-19-1797; Ivon v. Sinclair Television of California, Humboldt County Superior Court, Case No. DR190699; Williams v. Henkels & McCoy, Inc. – San Bernardino County Superior Court, Case No. CIVDS2003888; Cano v. Larry Green Chrysler Jeep Dodge, Inc. – Riverside County Superior Court, Case No. BLC1900184; Lopez v. Cepheid – Santa Clara County Superior Court, Case No. 19CV358827; Hernandez v. Quick Dispense, Inc. – Los Angeles County Superior Court, Case No. 19STCV29405; Lopez v. Lacoste USA, Inc. – San Bernardino County Superior Court, Case No. CIVDS1914626; Duhe v. Hospital Couriers Nevada, LLC – Contra Costa County Superior Court, Case No. MSC19-01377; Law v. Sequoia Equities, Incorporated – Contra Costa Superior Court, Case No. C19-01925; Dvorak v. Rockwell Collins, Inc. – San Diego County Superior Court, Case No. 37-2019-00064397-CU-OE-CTL; Noguera v. Metal Container Corporation – Riverside County Superior Court, Case No. RIC2003235; Leon v. Miller Event Management, Inc. – San Luis Obispo Superior Court, Case No. 19CV-0435; Leon v. Miller Event Management, Inc. – San Luis Obispo County Superior Court, Case No. 19CV-0435, Camacho-Bias v. Serve U Brands Inc. – Butte County Superior Court, Case No. 20CV00603; La Pietra v. Entertainment Partners Services, LLC – Los Angeles County Superior Court, Case No. 19STCV39529; Celis v. Theatre Box - San Diego, LLC – San Diego County Superior Court, Case No. ____; Ignacio v. Laboratory Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-06079-AB-RAO; Kovnas v. Cahill Contractors LLC – Alameda County Superior Court, Case No. RG19037852; Hersh v. Mrs. Gooch's Natural Food – Los Angeles County Superior Court, Case No. 19STCV10444; Miller v. The Permanente Medical Group – Alameda County Superior Court, Case No. RG19045904; Vasquez v. Autoalert, LLC – Orange County Superior Court, Case No. 30-2019-01114549-CU-OE-CXC; Cavanaugh v. Morton Golf, LLC – Sacramento County Superior Court, Case No. 34-2019-00270176; Coley v. Monroe Operations, LLC – Alameda County Superior Court, Case No. RG20063188; Ramirez v. Sierra Aluminum Company – U.S. District Court, California Central District Court, Case No. 5:20-cv-00417-JGB-KK; Marrero v. Stat Med, P.C. – Alameda County Superior Court, Case No. HG19043214; Enriquez v. Solari Enterprises, Inc. – Los Angeles County Superior Court, Case No. 20STCV11129; Craig v.

Hometown Heart – San Francisco County Superior Court, Case No. CGC-20-582454; Lopez v. Hy0Lang Electric California, Inc. – San Diego County Superior Court, Case No. 37-2020-00012543-CU-OE-CTL; Heuklom v. Clara Medical Group, P.C. – San Francisco County Superior Court, Case No. CGC-20-585918; Dominguez v. Lifesafer of Northern California – Monterey County Superior Court, Case No. 20CV002586; Kiseleva v. Totalmed Staffing Inc. – U.S. District Court, California Northern District, Case No. 5:19-cv-06480; Vires v. Sweetgreen, Inc. – Santa Clara County Superior Court, Case No. 20CV365918; Kim v. Wireless Vision, LLC – San Bernardino County Superior Court, Case No. CIVDS2000074; Senoren v. Air Canada Corporation – Los Angeles County Superior Court, Case No. 20STCV13942; Clark v. Quest Diagnostics Incorporated – San Bernardino County Superior Court, Case No. CIVDS2018707; Green v. Shipt, Inc. – Los Angeles County Superior Court, Case No. 20STCV01001; Respass v. The Scion Group LLC – Sacramento County Superior County, Case No. 34-2020-00285265; Jackson v. Decathlon USA LLC – Alameda County Superior Court, Case No. RG2003024; Avacena v. FTG Aerospace Inc. – Los Angeles County Superior Court, Case No. 20STCV28767; Perez v. Butler America, LLC – Los Angeles County Superior Court, Case No. 20STCV20218; Christensen v. Carter’s Retail, Inc. – Orange County Superior Court, Case No. 30-2020-01138792-CU-OE-CXC; Astudillo v. Torrance Health Association, Inc. – Los Angeles County Superior Court, Case No. 20STCV18424; Hansen v. Holiday AI Management Sub LLC – Contra Costa County Superior Court, Case No. CIVMSC20-00779; Almahdi v. Vitamin Shoppe Industries Inc – Santa Clara County Superior Court, Case No. 20CV365150; Krisinda v. Loyal Source Government Services LLC – U.S. District Court, California Southern District, Case No. 3:20-cv-879-LAB-NLS; Ettedgui v. WB Studio Enterprises Inc – U.S. District Court, California Central District, Case No. 2:20-CV-08053-MCS (MAAx); Fernandez v. Nuvision Federal Credit Union – Orange County Superior Court, Case No. 30-2020-01161691-CU-OE-CJC; Aviles v. UPS Supply Chain Solutions, Inc. – Riverside County Superior Court, Case No. RIC2000727; Alcocer v. DSV Solutions, LLC – San Bernardino Superior Court, Case No. CIVDS2010345; Wilson v. Wholesome Harvest Baking, LLC – U.S. District Court, California Northern District, Case No. 4:20-cv-05186-YGR; Gregory v. Verio Healthcare, Inc. – Los Angeles County Superior Court, Case No. 20STCV37254; Rose v. Impact Group, LLC – Orange County Superior Court, Case No. 30-2020-01141107-CU-OE-CXC; Monasterio v. Citibank, N.A. – San Mateo County Superior Court, Case No. 20-CIV-03650; Martinez-Lopez v. Medamerica, Inc. – San Diego County Superior Court, Case No. 37-2020-00034393-CU-OE-CTL; Cox v. PRB Management, LLC – Solano County Superior Court, Case No. FCS055514; Nash v. K. Hovnanian Companies, LLC – Riverside County Superior Court, Case No. RIC2003319; Kyler v. Harbor Freight Tools USA, Inc. – San Diego County Superior Court, Case No. 37-2020-00015828-CU-OE-CTL; Roberts v. Solantic Corporation – Los Angeles County Superior Court, Case No. 20STCV41117; Price v. Mistras Group, Inc. – Los Angeles County Superior Court, Case No. 20STCV22485; Macias v. ABM Electrical & Lighting Solutions, Inc. – San Diego County Superior Court, Case No. 37-2020-00024997-CU-OE-CTL; Basu-Kesselman v. Garuda Labs, Inc. – San Francisco County Superior Court, Case No. CGC-20-585229; Armstrong v. Prometric LLC – Los Angeles County Superior Court, Case No. 20STCV29967; Ashlock v. Advantis Medical Staffing, LLC – San Diego County Superior Court, Case No. 37-2020-00022305-CU-OE-CTL; Wilson v. WXI Global Solutions, LLC – Los Angeles County Superior Court, Case No. 20STCV25007; Gandhale v. Select Rehabilitation, LLC – Monterey County Superior Court, Case No. 20CV002240; Starvoice v. G4S Secure Solutions (USA) Inc. – San Diego County Superior Court, Case No. 37-2020-00029421-CU-OE-CTL; Mbise v. Axlehire, Inc. – Alameda County Superior Court, Case No. RG20067350; Points v. C&J Services, Inc. – Kern County Superior Court, Case No. BCV-20-102483; Marshall v. PHI Air Medical, LLC – Lassen County Superior Court, Case No. 62973; Jauregui v. Cyctec Engineered Materials, Inc. – Orange County Superior Court, Case No. 30-2020-01164932-CU-OE-CXC

EXHIBIT #4

LAFFEY MATRIX

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			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375

6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363
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The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* $i_{\frac{1}{2}}$ Years Out of Law School $i_{\frac{1}{2}}$ is calculated from June 1 of each year, when most law students graduate. $i_{\frac{1}{2}}1-3$ " includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). $i_{\frac{1}{2}}4-7$ " applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier $i_{\frac{1}{2}}1-3$ " from June 1, 1996 until May 31, 1999, would move into tier $i_{\frac{1}{2}}4-7$ " on June 1, 1999, and tier $i_{\frac{1}{2}}8-10$ " on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

EXHIBIT #5

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

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**WRITERS E-MAIL:
Nick@bamlawca.com**

**WRITERS EXT:
1004**

August 7, 2023
CA 2988

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency	Lululemon USA Inc.
Online Filing	Certified Mail #
	CT Corporation System
	AMANDA GARCIA
	330 N BRAND BLVD, Suite 700
	GLENDALE, CA 91203

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246 *et seq.*, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

“Aggrieved Employees” refers to all individuals who are or previously were employed by Lululemon USA Inc. and/or Lululemon Athletica USA Inc in California, including any employees staffed with Lululemon USA Inc. and/or Lululemon Athletica USA Inc by a third party, and classified as non-exempt employees during the time period of August 7, 2022 until a date as determined by the Court. Our offices represent Plaintiff Sophia Ruiz (“Plaintiff”) and other Aggrieved Employees in a lawsuit against Lululemon USA Inc. and Lululemon Athletica USA Inc (“Defendant”). Plaintiff was employed by Defendant in California from October of 2017 to May of 2023. Plaintiff was at all times classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages and sick pay wages at the correct rate, for all of their missed meal and rest breaks at the correct regular rates, and for all of their time spent working off the clock. Moreover, when Defendant required Plaintiff and Aggrieved Employees to report for work, but “furnished less than half said employee’s usual or scheduled day’s work,” Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiff and Aggrieved Employees for at least two (2) hours’ worth of work at their regular rate of pay. In addition, when Defendant required Plaintiff and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting

time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendant failed to advise Plaintiff and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. Plaintiff further contends that Defendant failed to provide accurate wage statements to her, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Specifically, PLAINTIFF and the AGGRIEVED EMPLOYEES were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code Section 226(a). The wage statements Defendant provided to PLAINTIFF and the AGGRIEVED EMPLOYEES failed to identify such information. More specifically, the wage statements failed to identify the accurate total hours worked each pay period in violation of Cal. Lab. Code Section 226(a)(2). Additionally, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Plaintiff and other Aggrieved Employees perform tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendant failed to provide Plaintiff and other Aggrieved Employees with suitable seats. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

A true and correct copy of the Complaint by Plaintiff against Defendant, which (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiff, (iii) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, and (iv) sets forth the illegal practices used by Defendant, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. Plaintiff therefore incorporates the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

This notice is provided to enable Plaintiff to proceed with the Complaint against Defendant as authorized by California Labor Code section 2699, *et seq.* The lawsuit consists of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Statue of 2004 on behalf of Plaintiff and all Aggrieved Employees.

Your earliest response to this notice is appreciated. If you have any questions of concerns, please do not hesitate to contact me at the above number and address.

Respectfully,

/s/ Nicholas J. De Blouw

Nicholas J. De Blouw, Esq.

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

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WRITERS EXT:
1004

August 7, 2023
CA 2988

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Lululemon Athletica USA Inc
Certified Mail #
CT Corporation System
AMANDA GARCIA
330 N BRAND BLVD, Suite 700
GLENDALE, CA 91203

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246 *et seq.*, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

“Aggrieved Employees” refers to all individuals who are or previously were employed by Lululemon USA Inc. and/or Lululemon Athletica USA Inc in California, including any employees staffed with Lululemon USA Inc. and/or Lululemon Athletica USA Inc by a third party, and classified as non-exempt employees during the time period of August 7, 2022 until a date as determined by the Court. Our offices represent Plaintiff Sophia Ruiz (“Plaintiff”) and other Aggrieved Employees in a lawsuit against Lululemon USA Inc. and Lululemon Athletica USA Inc (“Defendant”). Plaintiff was employed by Defendant in California from October of 2017 to May of 2023. Plaintiff was at all times classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages and sick pay wages at the correct rate, for all of their missed meal and rest breaks at the correct regular rates, and for all of their time spent working off the clock. Moreover, when Defendant required Plaintiff and Aggrieved Employees to report for work, but “furnished less than half said employee’s usual or scheduled day’s work,” Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiff and Aggrieved Employees for at least two (2) hours’ worth of work at their regular rate of pay. In addition, when Defendant required Plaintiff and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting

time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendant failed to advise Plaintiff and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. Plaintiff further contends that Defendant failed to provide accurate wage statements to her, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Specifically, PLAINTIFF and the AGGRIEVED EMPLOYEES were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code Section 226(a). The wage statements Defendant provided to PLAINTIFF and the AGGRIEVED EMPLOYEES failed to identify such information. More specifically, the wage statements failed to identify the accurate total hours worked each pay period in violation of Cal. Lab. Code Section 226(a)(2). Additionally, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Plaintiff and other Aggrieved Employees perform tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendant failed to provide Plaintiff and other Aggrieved Employees with suitable seats. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

A true and correct copy of the Complaint by Plaintiff against Defendant, which (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiff, (iii) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, and (iv) sets forth the illegal practices used by Defendant, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. Plaintiff therefore incorporates the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

This notice is provided to enable Plaintiff to proceed with the Complaint against Defendant as authorized by California Labor Code section 2699, *et seq.* The lawsuit consists of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Statue of 2004 on behalf of Plaintiff and all Aggrieved Employees.

Your earliest response to this notice is appreciated. If you have any questions of concerns, please do not hesitate to contact me at the above number and address.

Respectfully,

/s/ Nicholas J. De Blouw

Nicholas J. De Blouw, Esq.