

CLASS ACTION SETTLEMENT AGREEMENT

Subject to court approval, this Class Action Settlement Agreement (“Agreement”) is made by and between Mariana Robles, individually and on behalf of all others similarly situated (collectively, “Plaintiffs”), and Defendant Louis Vuitton USA, Inc. (hereinafter, “Louis Vuitton” or “Defendant(s)”). The Agreement refers to Plaintiffs and Louis Vuitton collectively as “Parties” or individually as a “Party.”

1. DEFINITIONS.

1.1. “Action” means Plaintiffs’ lawsuit alleging wage and hour violations against Louis Vuitton captioned *Mariana Robles et al. v. Louis Vuitton USA, Inc. et al.*; Case No. 37-2022-00042954-CU-OE-CTL, pending in San Diego County Superior Court.

1.2. “Administrator” means CPT Group.

1.3. “Administration Expenses” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its costs in accordance with the Administrator’s bid to be submitted to the Court. The Administration Expenses shall not exceed \$20,000, except for a showing of good cause and as approved by the Court.

1.4. “Class” or “Class Member(s)” means all individuals currently or formerly employed by Louis Vuitton in California as hourly, non-exempt employees during the Class Period.

1.5. “Class Counsel” means Ferraro Vega Employment Lawyers, Inc.

1.6. “Class Counsel Attorneys’ Fees” and “Class Counsel Litigation Costs” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action. Class Counsel Attorneys’ Fees shall be 33.33% of the Gross Settlement Amount and Class Counsel Litigation Costs shall not exceed \$25,000.

1.7. “Class Data” means Class Member identifying information in Louis Vuitton’s possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period and PAGA Period Pay Periods.

1.8. “Class Member Address Search” means the Administrator’s search for Class Member mailing addresses using all reasonably available sources, including but not limited to the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

1.9. “Class Notice” means the Notice of Class Action Settlement, attached as **Attachment A** and including the Request for Exclusion, attached as **Attachment B**, to be mailed to Class Members and incorporated by reference into this Agreement.

1.10. “Class Period” means the period from August 16, 2021 through January 23, 2024.

1.11. “Class Representative” refers to Mariana Robles.

1.12. “Class Representative Service Payment(s)” means the payment to the Class Representative(s) for initiating and providing services in support of the Action in an amount up to \$15,000, subject to Court approval.

1.13. “Court” means the San Diego County Superior Court.

1.14. “Defense Counsel” means captioned counsel of record from the law firm of Winston & Strawn LLP.

1.15. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its order granting final approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (i) if there is an appeal of the Judgment, the date Final Approval and Judgment are affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for writ of certiorari; (ii) if a petition for writ of certiorari is filed, the date of denial of the petition for writ of certiorari, or the date Final Approval and Judgment approving the Settlement are affirmed pursuant to such petition; or (iii) if no appeal is filed, the expiration date of the time for filing or noticing any appeal of Final Approval and Judgment.

1.16. “Final Approval” means the Court’s order granting final approval of the Settlement.

1.17. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

1.18. “Gross Settlement Amount” means \$635,000, which is the total amount Defendant(s) agree(s) to pay under the Settlement, subject to the terms and conditions of this Settlement.

1.19. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount, calculated according to the number of Pay Periods worked during the Class Period.

1.20. “Individual PAGA Payment” means the PAGA Member’s pro rata share of 25% of the PAGA Payment, calculated according to the number of Pay Periods worked during the PAGA Period.

1.21. “Judgment” means the judgment entered by the Court based upon the Final Approval.

1.22. “LWDA” means the California Labor Workforce and Development Agency.

1.23. “LWDA PAGA Payment” means the 75% share of the PAGA Payment paid to the LWDA under Labor Code section 2699, subd. (i).

1.24. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Class Representative Service Payment, Class Counsel Attorneys’ Fees, Class Counsel Litigation Costs, the PAGA Payment (including the LWDA PAGA Payment), and the Administration Expenses. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.25. “Non-Participating Class Member” means any Class Member who submits a valid and timely Request for Exclusion from the Settlement.

1.26. “Operative Complaint” means the most recently filed class action complaint, including amended complaints, filed by Plaintiff.

1.27. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.28. “PAGA” means California’s Private Attorneys General Act of 2004.

1.29. “PAGA Members” means all Class Members who worked at any time during the PAGA Period.

1.30. “PAGA Period” means August 16, 2021 through January 23, 2024.

1.31. “PAGA Payment” means the sum of \$10,000, provided in exchange for a release of the PAGA claims addressed in this Settlement, which shall be allocated from the Gross Settlement Amount to pay all applicable penalties under PAGA. 75% of the total PAGA Payment shall be paid to the LWDA, with the remaining 25% to be included in the Net Settlement Amount.

1.32. “Pay Period” means any pay period during which a Class Member or PAGA Member worked for Louis Vuitton for at least one day during the Class Period or PAGA Period.

1.33. “Pay Period Estimate” means, based on a review of Defendant’s records to date, a total of 32,500 Pay Periods worked by Class Members and PAGA Members from the beginning of the Class Period and PAGA Period through October 23, 2023.

1.34. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.

1.35. “Released Class Claims” means the claims being released in connection with this Settlement, as set forth in full below in paragraph 4.2.

1.36. “Released PAGA Claims” means the claims being released in connection with this Settlement, as set forth in full below in paragraph 4.3.

1.37. “Released Parties” means: Louis Vuitton USA, Inc. and all of its former, present or future parents, subsidiaries, and/or affiliates; each of the foregoing’s present, former, or future owners, directors, officers, shareholders, partners, managing agents, employees,

insurers, successors, predecessors, contractors, members/stockholders, representatives, benefit plan fiduciaries, and assigns; any and all agents, legal representatives, and/or attorneys of all of the foregoing entities or individuals; and any entities alleged to be joint employers with Louis Vuitton USA, Inc.

1.38. “Request for Exclusion” means a Class Member’s submission of a signed written request to be excluded from the Class Settlement, including on the form provided with the Class Notice.

1.39. “Response Deadline” means 45 days after the Administrator mails the Class Notice and shall be the last date on which Class Members may: (a) email or mail Requests for Exclusion, (b) email or mail their Objection to the Settlement, or (c) challenge the number of Pay Periods allocated to the Class Member in the Class Notice. Class Members to whom the Class Notice is re-sent after being returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline expiry.

1.40. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

2. MONETARY TERMS.

2.1. Gross Settlement Amount. Subject to all terms of this Agreement, Defendant shall pay not more than the Gross Settlement Amount in connection with this Settlement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members and/or PAGA Members to submit any claim as a condition of payment. The Gross Settlement Amount is non-reversionary.

2.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

2.2.1. To Class Representative(s): The Class Representative Service Payment to the Class Representative(s), in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative(s) may be entitled to receive as a Participating Class Member. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment(s) using IRS Form 1099. An award of less than the requested amount for the Class Representative Service Payment will not give rise to a basis to abrogate the Settlement Agreement and the Court has authority under this Agreement to reduce (or increase) the Class Representative Service Payment, at its discretion at the preliminary or final approval stage.

2.2.2. To Class Counsel: Class Counsel Attorneys’ Fees and Class Counsel Litigation Costs to Class Counsel. Defendant will not oppose requests for these payments, provided the requests do not exceed these amounts. If the Court approves a Class Counsel Attorneys’ Fees and/or a Class Counsel Litigation Costs less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiffs’ Counsel arising from any

claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Costs. The Administrator will pay the Class Counsel Attorneys' Fees and Class Counsel Expenses Payment using one or more IRS 1099 Forms.

2.2.3. To the Administrator: Administration Expenses to the Administrator. To the extent the Administration Expenses are less or the Court approves payment less than the Administration Expenses set forth in this Agreement, the Administrator will retain the remainder in the Net Settlement Amount.

2.2.4. To the LWDA: Subject to Court approval, the PAGA Payment will be allocated to cover any and all claims for civil penalties associated with the Released Claims that were, or could have been, brought in the Actions under PAGA, 75% of which will be paid to the LWDA (i.e., the LWDA PAGA Payment) and the remaining 25% retained in the Net Settlement Amount for distribution to PAGA Members as penalties in exchange for a full and final release of PAGA claims. The Court has authority under this Agreement to increase (or reduce) the PAGA Payment up to and including at the final approval stage, and the Parties respectfully reserve the right to increase (or reduce) the PAGA Payment up to and including at the final approval stage, which may be done only through written amendment fully executed by both Parties. If the Court approves a PAGA Payment of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount.

2.2.5. To PAGA Members. An Individual PAGA Payment calculated by: (a) dividing 25% of the PAGA Payment by the total number of Pay Periods worked by all PAGA Members during the PAGA Period; and (b) multiplying the result by each PAGA Member's Pay Periods. The Administrator will report the Individual PAGA Payments as penalties on IRS 1099 forms.

2.2.6. To Each Participating Class Member: An Individual Class Payment calculated by: (a) dividing the Net Settlement Amount by the total number of Pay Periods worked by all Participating Class Members during the Class Period; and (b) multiplying the result by each Participating Class Member's Pay Periods.

2.2.7. Tax Allocation of Individual Class Payments. 10% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The remaining 90% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

2.3. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount.

3. SETTLEMENT FUNDING AND PAYMENTS.

3.1. Delivery of Class Data to Administrator. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Louis Vuitton will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Louis Vuitton has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the foregoing deadline the Parties and their counsel must expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

3.2. Funding of Gross Settlement Amount. Louis Vuitton shall fully fund the Gross Settlement Amount to the Administrator no later than 15 days after the Effective Date.

3.3. Payments from the Gross Settlement Amount. Within 10 days after Louis Vuitton funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, the Administration Expenses, the LWDA's portion of the PAGA Payment, Class Counsel Attorneys' Fees, Class Counsel Litigation Costs, and Class Representative Service Payment(s).

3.3.1. The Administrator will issue checks for the Individual Class Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

3.3.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding addresses. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

3.3.3. For any Class Member whose Individual Class Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds, in the name of the Participating Class Member, to the State of California's Unclaimed Property Division.

3.3.4. The payment of Individual Class Payments shall not obligate Louis Vuitton to confer any additional benefits or make any additional payments to Class Members beyond those specified in this Agreement.

3.3.5. The Administrator will send checks for Individual PAGA Payments to all PAGA Members, including Non-Participating Class Members who qualify as PAGA Members (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment.

3.4. Payments to the Responsible Tax Authorities. The Administrator will pay the Participating Class Members' portion of normal payroll withholding taxes out of each person's Individual Class Payment. The Administrator shall also pay Louis Vuitton's portion of payroll taxes as the current or former employer (including the employer's payment of applicable FICA, FUTA, and SUI contributions, etc.) to the appropriate local, state, and federal taxing authorities. The Administrator will calculate the amount of the Participating Class Members' and Louis Vuitton's portion of payroll withholding taxes and forward those amounts to the appropriate taxing authorities.

4. RELEASES OF CLAIMS.

Effective on the date when Louis Vuitton fully funds the Gross Settlement Amount, the following releases of claims will take effect:

4.1. Class Representative's General Release. Class Representative's former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns release and discharge Released Parties from all claims, transactions, or occurrences, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint or ascertained during the Action; and (b) any other claims, debts, liabilities, demands, damages, obligations, actions and causes of actions, of any nature whatsoever, whether known or unknown, or suspected or unsuspected, arising out any act, omission, or event occurring between the Parties at any time before the date the Class Representative(s) executes this Agreement. This General Release includes, but is not limited to: (1) all claims for violation of any federal, state or local statute, ordinance or regulation relating to employment benefits, leaves of absence, or discrimination, harassment, retaliation, or whistleblowing in employment, specifically including, without limitation, the California Fair Employment and Housing Act, the California Family Rights Act, Title VII of the Civil Rights Act of 1964, the Family and Medical Leave Act, the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, the Genetic Information Nondiscrimination Act, the Americans with Disabilities Act, and the Employee Retirement Income Security Act, the Consolidated Omnibus Budget Reconciliation Act, the Securities Act, the Immigration Reform and Control Act the Worker Adjustment and Retraining Notification Act of 1988, the California Worker Adjustment and Retraining Notification Act, the Uniformed Service Employment and Reemployment Rights Act, and any regulation of any administrative agency or governmental authority relating to employment benefits or discrimination or harassment or retaliation in employment; (2) all claims for failure to pay minimum or overtime wages, failure to timely pay wages, failure to provide accurate itemized wage statements, failure

to maintain accurate records, failure to reimburse business expenses, failure to provide meal periods or rest breaks, failure to provide paid sick leave, failure to post notice of paydays and time and place of payment, and any claim for violations of the California Labor Code, California's Business and Professions Code § 17200 et seq., and the applicable California Industrial Welfare Commission Wage Order; (3) any non-statutory tort or contractual claim, including all claims for breach of oral, implied or written contract, breach of implied covenant of good faith and fair dealing, negligent or intentional infliction of emotional distress, and conversion; (4) all claims for wrongful termination of employment; (5) all claims for wages, penalties and/or benefits; and (6) all claims for attorneys' fees and costs. Class Representative's General Release does not extend to any claims or actions to enforce this Agreement, or to any claims for unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time. Class Representative acknowledges that she may discover facts or law different from, or in addition to, the facts or law that she now knows or believes to be true but agrees, nonetheless, that Class Representative's General Release shall be and remain effective in all respects, notwithstanding such different or additional facts or her discovery of them.

4.1.1. Class Representative's Section 1542 Waiver. For purposes of Class Representative's General Release, Class Representative expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

4.2. Released Class Claims: Plaintiff and all Participating Class Members release the Released Parties from any and all claims, damages, and penalties alleged, based upon, arising out of, or relating to the facts or allegations set forth in the Operative Complaint (including any subsequently amended complaints), including but not limited to claims for rest periods; meal periods; minimum wages; overtime wages; pay for all hours worked, including but not limited to alleged off-the-clock work; calculation of the regular rate and/or overtime/double time pay, including alleged non-inclusion of all forms of compensation required to be included in such calculation; improper deductions from wages; improper deductions of wages; forfeiture of wages; timeliness of wages; payment of wages at separation of employment; waiting time penalties; itemized wage statements and/or accuracy of wage statements; recordkeeping; paid sick leave; written commission agreements; unfair competition; any unpaid wages or compensation related to any or all of the foregoing; any premium payments related to any or all of the foregoing; restitution for any or all of the foregoing; any penalties, including statutory and civil penalties, related to any or all of the foregoing; attorneys' fees or costs related to any or all of the foregoing; interest related to any or all of the foregoing; and/or any other damages or amounts related to any or all of the foregoing. The release includes, but is not limited to, claims pursuant to California Labor Code sections 200-204, 204b, 210, 218, 218.5, 225.5, 226, 226.3, 226.7, 246-248.7, 256, 432, 510, 512, 516, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1194.2,

1197, 1197.1, 1198, 1198.5, 1199, and 2751, the applicable California Industrial Welfare Commission Wage Order(s), the California Business & Professions Code, California Code of Civil Procedure section 1021.5, and the Fair Labor Standards Act.

4.3. Released PAGA Claims: Plaintiff, all Participating Class Members, all PAGA Members, and the LWDA release the Released Parties from, and are forever barred from pursuing against the Released Parties for, any and all claims for civil penalties alleged under California Labor Code section 2698 et seq. (PAGA) that: were asserted in any complaint in the Action, Plaintiff's letter(s) and communications with the LWDA (**Attachment C**) (including any subsequently amended complaints or letters), and/or Sebastian Sherwell's letter(s) and communications with the LWDA (**Attachment D**) (including any subsequently amended complaints or letters); and/or that could have been asserted in any complaint in the Action or Plaintiff's or Sebastian Sherwell's letter(s) and communications with the LWDA based on the facts and/or allegations alleged in any complaint in the Action and/or Plaintiff's or Sebastian Sherwell's letter(s) and communications with the LWDA, including, without limitation civil penalties predicated on alleged violations for: unpaid hours worked/minimum wage; unpaid overtime; unpaid paid sick leave; failure to provide meal periods and/or pay meal period premiums; failure to provide rest periods and/or pay rest period premiums; untimely payment of wages during employment; untimely payment of wages upon separation of employment; non-compliant wage statements; failure to provide employee records; failure to maintain accurate records; failure to provide written commission agreements; any unpaid wages or compensation related to any or all of the foregoing; any premium payments related to any or all of the foregoing; and attorneys' fees or costs related to any or all of the foregoing.. The release includes, but is not limited to, claims for civil penalties predicated on alleged violations of California Labor Code sections 200-204, 204b, 210, 218, 218.5, 225.5, 226, 226.3, 226.7, 246-248.7, 256, 432, 510, 512, 516, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2698 *et seq.*, and 2751, and the applicable California Industrial Welfare Commission Wage Order(s).

5. MOTION FOR PRELIMINARY APPROVAL.

5.1. Preliminary Approval. Plaintiffs shall move for an order conditionally certifying the Class for settlement purposes only, granting Preliminary Approval of the Settlement, setting a date for the Final Approval Hearing, and approving the Class Notice. Louis Vuitton shall accept service of the Motion for Preliminary Approval (and any other motions, declarations, proposed orders, exhibits, or other documents filed therewith) via electronic service at the addresses set forth in this Agreement or, if an electronic service agreement is already in place, pursuant to the Parties' electronic service agreement.

5.2. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Settlement or forthcoming Motion for Preliminary Approval, Class Counsel and Defense Counsel will expeditiously work together in good faith on behalf of the Parties to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together in good faith on behalf of the Parties to modify the Agreement and satisfy the Court's concerns.

6. SETTLEMENT ADMINISTRATION.

6.1. Selection of Administrator. The Parties have jointly selected the Administrator to administer this Settlement. The Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

6.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number to calculate payroll tax withholdings and report to state and federal tax authorities.

6.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund under US Treasury Regulation section 468B-1.

6.4. Notice to Class Members and PAGA Members.

6.4.1. No later than 3 business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members and Pay Periods in the Class Data.

6.4.2. Using best efforts to perform as soon as possible, and no later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice substantially in the form attached to this Agreement as Attachment A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment payable to the Class Member, the dollar amounts of any Individual PAGA Payment payable to the PAGA Member, and the number of Pay Periods used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member and PAGA Member addresses using the National Change of Address database.

6.4.3. Not later than 3 business days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member and PAGA Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members or PAGA Members whose Class Notice is returned by the USPS a second time.

6.4.4. The deadlines for Class Members’ written objections, Class Members’ or PAGA Members’ Challenges to Pay Periods, and Class Members’ Requests for Exclusion will be extended an additional 14 days beyond the time otherwise provided in the Class Notice for all Class Members and PAGA Members whose notice is re-mailed. The Administrator will inform the Class Member and/or PAGA Member of the extended deadline with the re-mailed Class Notice.

6.4.5. If the Administrator, Louis Vuitton or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in a good-faith effort to agree on whether to include them as Class Members and/or PAGA Members. If the Parties agree, such persons will be Class Members and/or PAGA Members entitled to the same rights as other Class Members and PAGA Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement by the later of 14 days after receipt of Class Notice or the deadline dates in the Class Notice.

6.5. Requests for Exclusion (Opt-Outs).

6.5.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

6.5.2. The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

6.5.3. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases paragraph of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

6.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment, nor shall they have the right to object to the class action components of the Settlement.

6.5.5. PAGA Members cannot opt out of or be excluded from participating in the settlement of the Released PAGA Claims. All PAGA Members shall be bound by the judgment entered herein and will have released the Released PAGA Claims if/when the Court grants Final Approval of this Settlement. If the Court grants Final Approval of the Settlement, the occurrence of the date when Louis Vuitton fully funds the Gross Settlement Amount shall forever bar Plaintiff, the LWDA, and any other representative, proxy, or agent

thereof, including, but not limited to, any and all PAGA Members, from pursuing any action pursuant to PAGA against the Released Parties for the Released PAGA Claims. PAGA Members who exclude themselves from the Class Settlement remain eligible for Individual PAGA Payments and will still release the Released Parties from the Released PAGA Claims.

6.6. Challenges to Calculation of Pay Periods. Each Class Member and PAGA Member shall have until the Response Deadline (plus an additional 14 days for Class Members and PAGA Members whose Class Notice is re-mailed) to challenge the number of Pay Periods allocated to the Class Member and/or PAGA Member in the Class Notice. The Class Member and/or PAGA Member may challenge the allocation by communicating with the Administrator via fax, email, or mail. The Administrator must encourage the challenging Class Member and/or PAGA Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Pay Periods contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's and PAGA Member's allocation of Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination of the challenges.

6.7. Objections to Settlement.

6.7.1. Only Participating Class Members may object to the Settlement, including contesting the fairness of the Settlement.

6.7.2. Participating Class Members may send written objections to the Administrator, by email or mail. Alternatively, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

6.7.3. Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

6.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

6.8.1. Website, Email Address and Toll-Free Number. The Administrator will establish, maintain, and use an internet website with their contact information included so that Class Members may find the Administrator on the World Wide Web. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes, and emails.

6.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the Response Deadline, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying

information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

6.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments. The Weekly Reports must provide the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

6.8.4. Pay Period Challenges. The Administrator has the authority to address and make final decisions, consistent with the terms of this Agreement, on all Class Member and PAGA Member challenges over the calculation of Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.

6.8.5. Administrator’s Declaration. Not later than 14 days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members and PAGA Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.

6.8.6. Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, if applicable and if requested by either Party, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement.

7. CLASS SIZE ESTIMATES AND ESCALATION CLAUSE. Based on its records, Louis Vuitton has provided a Pay Period Estimate. In the event the total Pay Periods set forth in the Pay Period Estimate is incorrect by more than 5% through October 23, 2023, the Parties agree that the Gross Settlement Amount shall be increased proportionately by the same percentage above 5%. For example, if the total Pay Periods is in fact 6% higher than the Pay Period Estimate, the Gross Settlement Amount will be increased by 1%. However, that if the total Pay Periods through October 23, 2023 exceed 32,500 by 10% or more, Defendant, in its sole discretion, may elect to terminate the settlement. If Defendant chooses to terminate the

settlement pursuant to this paragraph, Defendant shall pay the Settlement Administration Costs incurred by the Settlement Administrator up to the date of Defendant's notice to terminate.

8. DEFENDANT'S RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 15% of the total of all Pay Periods, Defendant may, but is not obligated to, elect to withdraw from the Settlement. If Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and neither Party shall have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Expenses incurred to that point. To elect to withdraw, Defendant must notify Class Counsel and the Court of its election to withdraw not later than 7 days after the Response Deadline.

9. MOTION FOR FINAL APPROVAL. Not later than 16 court days before the Final Approval Hearing, Class Representative will file in Court a motion for final approval of the Settlement that includes a Proposed Final Approval Order and a proposed Judgment, which shall include a request for approval of the PAGA settlement under Labor Code § 2699, subd. (l) (collectively "Motion for Final Approval"). Class Counsel will provide drafts of these documents to Defense Counsel in advance of filing for Defense Counsel's review. Louis Vuitton shall accept service of the Motion for Final Approval (and any other motions, declarations, proposed orders, exhibits, or other documents filed therewith) via electronic service at the addresses set forth in this Agreement or, if an electronic service agreement is already in place, pursuant to the Parties' electronic service agreement.

9.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court prior to the Final Approval Hearing, or as otherwise by the Court.

9.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval.

9.3. Continuing Jurisdiction of the Court. The Parties agree, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

9.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Attorneys' Fees and Class Counsel Litigation Costs set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals.

9.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall agree to expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment.

10. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

11. ADDITIONAL PROVISIONS.

11.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by the Parties that any of the allegations or the defenses in the Operative Complaint have merit or that there is any liability for any claims asserted. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval, or enter Judgment, all Parties reserve the right to prosecute and/or contest certification of any class for any reason, reserve all available claims and defenses in the Action, among reservation of all other relevant rights. The Settlement, this Agreement, and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

11.2. No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

11.3. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

11.4. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by the Parties, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

11.5. Cooperation. The Parties and their counsel will cooperate and use their best efforts, in good faith, to implement the Settlement by modifying the Settlement Agreement, submitting supplemental evidence, and supplementing points and authorities as requested by the Court, among other things. In the event the Parties are unable to agree upon the form or content

of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

11.6. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

11.7. No Tax Advice. Neither the Parties, Class Counsel, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

11.8. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or Class Counsel and Defense Counsel, as their legal representatives.

11.9. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

11.10. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the state of California, without regard to conflict of law principles.

11.11. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

11.12. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

11.13. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

11.14. Notice. All notices or other communications between the Parties required in connection with this Agreement shall be in writing and shall be deemed to have been duly given as of the 3rd business day after mailing by U.S. Mail or the same day if sent by email, addressed as follows:

To Plaintiffs:

Ferraro Vega Employment Lawyers, Inc.

Attn: Nicholas J. Ferraro

3160 Camino del Rio South, Suite 308

San Diego, CA 92108 USA

nick@ferrarovega.com / classactions@ferrarovega.com

www.ferrarovega.com

To Defendants:

Winston & Strawn LLP

Attn: Jason S. Campbell and Tristan R. Kirk

333 S. Grand Avenue, 38th Floor

Los Angeles, CA 90071

jscampbell@winston.com / tkirk@winston.com

11.15. Execution in Counterparts. This Agreement may be executed using physical and/or electronic signatures (i.e. DocuSign, SignRequest, Adobe Sign, etc.), which shall be accepted as originals for purposes of this Agreement. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

SIGNATURES

I have read this Agreement and agree to its terms.

Plaintiff Mariana Robles

Mariana robles

Date: Mar 4, 2024

Mariana Robles

Defendant Louis Vuitton USA, Inc.

Date: _____

Name: _____

Title: _____

To Plaintiffs:

Ferraro Vega Employment Lawyers, Inc.

Attn: Nicholas J. Ferraro
3160 Camino del Rio South, Suite 308
San Diego, CA 92108 USA
nick@ferrarovega.com / classactions@ferrarovega.com
www.ferrarovega.com

To Defendants:

Winston & Strawn LLP

Attn: Jason S. Campbell and Tristan R. Kirk
333 S. Grand Avenue, 38th Floor
Los Angeles, CA 90071
jscampbell@winston.com / tkirk@winston.com

11.15. Execution in Counterparts. This Agreement may be executed using physical and/or electronic signatures (i.e. DocuSign, SignRequest, Adobe Sign, etc.), which shall be accepted as originals for purposes of this Agreement. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

SIGNATURES

I have read this Agreement and agree to its terms.

Plaintiff Mariana Robles

Date: _____

Mariana Robles

Defendant Louis Vuitton USA Inc.

Date: April 9, 2024

 _____

Name: Kelly Koyama Garcia

Title: Senior Vice President & General Counsel

Attachment A

Notice of Class Action Settlement

NOTICE OF CLASS ACTION SETTLEMENT

Mariana Robles et al. v. Louis Vuitton USA, Inc. et al.
Superior Court of the State of California for the County of San Diego
Case No. 37-2022-00042954-CU-OE-CTL

This notice is to the following individuals in connection with a pending class action settlement:

All individuals currently or formerly employed by Louis Vuitton in California as hourly, non-exempt employees during the Class Period [of August 16, 2021 through January 23, 2024].

Read this notice carefully. Your legal rights could be affected whether you act or not.

The Superior Court of the State of California for the County of San Diego (the “Court”) has preliminarily approved this class and representative action lawsuit filed by Mariana Robles (“Class Representative”) against Louis Vuitton USA, Inc. (“Louis Vuitton”) for alleged wage and hour violations (the “Lawsuit”).

The Lawsuit is based on the following causes of action: 1. Minimum Wage Violations, 2. Failure to Pay All Overtime Wages, 3. Meal Period Violations, 4. Rest Period Violations, 5. Paid Sick Leave Violations, 6. Untimely Payment of Wages, 7. Wage Statement Violations, 8. Waiting Time Penalties, 9. Failure to Provide Records, 10. Unfair Competition, and 11. Civil Penalties under the Private Attorneys General Act (Labor Code §§ 2698 et seq.). Louis Vuitton denies all claims and maintains it has fully complied with the law.

The proposed Settlement has two main parts: (1) a Class Settlement requiring Louis Vuitton to fund Individual Class Payments, and (2) a PAGA Settlement requiring Louis Vuitton to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Louis Vuitton’s records reflect you worked **[[Individual Pay Periods]]** pay periods during the Class Period of August 16, 2021 through January 23, 2024. Based on this information, your Individual Class Payment is estimated to be **\$[[Individual Class Payment]]** (less any applicable state and federal withholdings). The actual amount you may receive will likely be different and will depend on multiple factors, such as how many other individuals decide to opt out.

Louis Vuitton’s records reflect you worked **[[Individual Pay Periods]]** pay periods during the PAGA Period of August 16, 2021 through January 23, 2024. Based on this information, your Individual PAGA Payment is estimated to be **\$[[Individual PAGA Payment]]**.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	You do not have to do anything in response to this notice. If you do nothing, you will remain eligible to automatically receive an Individual Class Payment and Individual PAGA Payment if the Court grants final approval of the settlement. In such case, you

	will be bound by the release provisions in the settlement.
OPT OUT	You may opt out of the Class Settlement by submitting a Request for Exclusion form. If you opt out, you may not object to the Settlement, you will not receive an Individual Class Payment, and you shall not be bound by the Class Release provisions in the settlement. You cannot opt-out of the PAGA portion of the proposed Settlement. If you are a PAGA Member, you will remain eligible for an Individual PAGA Payment and will be bound by the PAGA Release provisions in the settlement.
OBJECT	You may object to the Settlement by submitting a written objection. If the Court grants final approval of the settlement despite your objection, you will remain eligible to automatically receive an Individual Class Payment and Individual PAGA Payment if the Court grants final approval of the settlement. In such case, you will be bound by both the Class and PAGA release provisions in the settlement.

The Court's final approval hearing is scheduled to take place on **[[Final Approval Hearing Date]]** at **[[Final Approval Hearing Time]]** in Dept. 65 of the San Diego Superior Court, located at 330 W Broadway, San Diego, CA 92101. You do not have to attend but you do have the right to appear. ***For more information, please carefully read this notice.***

1. WHAT IS THE ACTION ABOUT?

The Class Representative is former employee of Louis Vuitton. The Class Representative alleged Louis Vuitton violated California labor and employment laws as follows: 1. Minimum Wage Violations, 2. Failure to Pay All Overtime Wages, 3. Meal Period Violations, 4. Rest Period Violations, 5. Paid Sick Leave Violations, 6. Untimely Payment of Wages, 7. Wage Statement Violations, 8. Waiting Time Penalties, 9. Failure to Provide Records, 10. Unfair Competition, and 11. Civil Penalties under the Private Attorneys General Act (Labor Code §§ 2698 et seq.). Plaintiffs are represented by [Ferraro Vega Employment Lawyers](#) ("Class Counsel.")

Louis Vuitton denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT ARE PROPOSED SETTLEMENT TERMS?

At the Final Approval Hearing, the Class Representative, through Class Counsel, will ask the Court to approve a Gross Settlement Amount of \$635,000 and authorize the following deductions: Class Representative Service Payment (\$15,000), Class Counsel Attorneys' Fees in the amount of 33.33% of the Gross Settlement, Class Counsel Litigation Costs (not to exceed \$25,000), the LWDA's 75% portion of the PAGA Payment, and the Administration Expenses to be paid to the third-party settlement administrator.

After making the above deductions in amounts approved by the Court, the Administrator will calculate and distribute making Individual Class Payments to Participating Class Members based on their Pay Periods. 10% of each Individual Class Payment shall constitute taxable wages ("Wage Portion") and 90% shall constitute interest and penalties ("Non-Wage Portion."). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. The

Administrator will report the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

You will be treated as a Participating Class Member, participating fully in the settlement, unless you submit a signed Request for Exclusion by the **[[Response Deadline]]** “Response Deadline”.

After the Judgment is final and Louis Vuitton has fully funded the settlement, Participating Class Members will be legally barred from asserting any of the claims released under the settlement, as follows:

Plaintiff and all Participating Class Members release the Released Parties from any and all claims, damages, and penalties alleged, based upon, arising out of, or relating to the facts or allegations set forth in the Operative Complaint (including any subsequently amended complaints), including but not limited to claims for rest periods; meal periods; minimum wages; overtime wages; pay for all hours worked, including but not limited to alleged off-the-clock work; calculation of the regular rate and/or overtime/double time pay, including alleged non-inclusion of all forms of compensation required to be included in such calculation; improper deductions from wages; improper deductions of wages; forfeiture of wages; timeliness of wages; payment of wages at separation of employment; waiting time penalties; itemized wage statements and/or accuracy of wage statements; recordkeeping; paid sick leave; written commission agreements; unfair competition; any unpaid wages or compensation related to any or all of the foregoing; any premium payments related to any or all of the foregoing; restitution for any or all of the foregoing; any penalties, including statutory and civil penalties, related to any or all of the foregoing; attorneys’ fees or costs related to any or all of the foregoing; interest related to any or all of the foregoing; and/or any other damages or amounts related to any or all of the foregoing. The release includes, but is not limited to, claims pursuant to California Labor Code sections 200-204, 204b, 210, 218, 218.5, 225.5, 226, 226.3, 226.7, 246-248.7, 256, 432, 510, 512, 516, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, and 2751, the applicable California Industrial Welfare Commission Wage Order(s), the California Business & Professions Code, California Code of Civil Procedure section 1021.5, and the Fair Labor Standards Act.

After the Judgment is final and Louis Vuitton has fully funded the settlement, PAGA Members will be legally barred from asserting any of the claims released under the settlement, as follows:

Any and all claims for civil penalties alleged under California Labor Code section 2698 et seq. (PAGA) that: were asserted in any complaint in the Action, Plaintiff’s letter(s) and communications with the LWDA (Attachment C to the Settlement Agreement) (including any subsequently amended complaints or letters), and/or Sebastian Sherwell’s letter(s) and communications with the LWDA (Attachment D to the Settlement Agreement) (including any subsequently

amended complaints or letters); and/or that could have been asserted in any complaint in the Action or Plaintiff's or Sebastian Sherwell's letter(s) and communications with the LWDA based on the facts and/or allegations alleged in any complaint in the Action and/or Plaintiff's or Sebastian Sherwell's letter(s) and communications with the LWDA, including, without limitation civil penalties predicated on alleged violations for: unpaid hours worked/minimum wage; unpaid overtime; unpaid paid sick leave; failure to provide meal periods and/or pay meal period premiums; failure to provide rest periods and/or pay rest period premiums; untimely payment of wages during employment; untimely payment of wages upon separation of employment; non-compliant wage statements; failure to provide employee records; failure to maintain accurate records; failure to provide written commission agreements; any unpaid wages or compensation related to any or all of the foregoing; any premium payments related to any or all of the foregoing; and attorneys' fees or costs related to any or all of the foregoing.. The release includes, but is not limited to, claims for civil penalties predicated on alleged violations of California Labor Code sections 200-204, 204b, 210, 218, 218.5, 225.5, 226, 226.3, 226.7, 246-248.7, 256, 432, 510, 512, 516, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2698 *et seq.*, and 2751, and the applicable California Industrial Welfare Commission Wage Order(s).

3. HOW ARE MY INDIVIDUAL CLASS SETTLEMENT AND INDIVIDUAL PAGA PAYMENTS CALCULATED?

Individual Class Payment: The number of Pay Periods you worked during the class period are stated on the first page of this notice. The Administrator will calculate Individual Class Payments by (1) dividing the Net Settlement Amount by the total number of Pay Periods worked by all Participating Class Members, and then (2) multiplying the result by the number of Pay Periods worked by each respective Participating Class Member. In other words, you will receive a proportional recovery based on your length of employment in relation to other Class Members.

Individual PAGA Payment: The Administrator will calculate an Individual PAGA Payment by: (a) dividing 25% of the PAGA Payment by the total number of Pay Periods worked by all PAGA Members during the PAGA Period; and (b) multiplying the result by each PAGA Member's Pay Periods.

4. HOW CAN I CORRECT THE NUMBER OF PAY PERIODS?

You have until the Response Deadline to correct or challenge the number of Pay Periods. You can submit your challenge by signing and sending a letter to the Administrator via mail or email to the Administrator at the following address:

Administrator:
CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606

Fax: (949) 419-3446
(833) 816-0845
<https://www.cptgroup.com/case-inquiry>

The Administrator will accept Louis Vuitton's calculation of Pay Periods as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you.

5. HOW WILL I GET PAID?

The Administrator will send, by U.S. mail, a single check to every Participating Class Member following the effective date of this Settlement. Your check will be sent to the same address as this notice. If you change your address, notify the Administrator as soon as possible.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Complete the attached Request for Exclusion form and mail or email it to the Administrator before the Response Deadline.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement by submitting a written objection to the Administrator before the Response Deadline. To object, please provide a written statement to the Administrator advising what you object to, why you object, and any facts that support your objection. Please sign the objection and identify the Action and include your name, current address, telephone number, and your approximate dates of employment.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You may, but are not required to, attend the Final Approval Hearing on **[[Final Approval Hearing Date]]** at **[[Final Approval Hearing Time]]** in Dept. 65 of the San Diego County Superior Court, located at 330 W Broadway, San Diego, CA 92101. At the hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to the LWDA, Class Counsel, the Class Representative(s), and the Administrator. The Court will invite comment from objectors, Class Counsel, and Defense Counsel before making a decision.

It is possible the Court will reschedule the Final Approval Hearing. Please review the Court's online docket or contact the Administrator or Class Counsel to verify the date and time of the Final Approval Hearing if you believe it may have been continued or otherwise changed.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Louis Vuitton and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment, or any other Settlement documents is to go to the Court's website, access the Register of Actions, and search for the case using the case number at the top of this notice. You can also telephone or send an email to Class Counsel at the address below:

Class Counsel

Nicholas J. Ferraro (State Bar No. 306528)

Lauren N. Vega (State Bar No. 306525)

Ferraro Vega Employment Lawyers, Inc.

3160 Camino del Rio South, Suite 308

San Diego, California 92108

(619) 693-7727 telephone

classactions@ferrarovega.com

ferrarovega.com

10. WHAT IF I LOSE MY SETTLEMENT CHECK OR FAIL TO CASH IT?

If you lose or misplace your settlement check, the Administrator will replace it if you request a replacement before the void date on the face of the original check. If your check is already void or you have otherwise failed to cash it, it will be provided to the State of California's Unclaimed Property Division in your name. For more information, please review how to process a claim for your funds with the State of California, https://www.sco.ca.gov/upd_form_claim.html.

Attachment B

Request for Exclusion Form

Request for Exclusion Form

Mariana Robles et al. v. Louis Vuitton USA, Inc. et al.
Superior Court of the State of California for the County of San Diego
Case No. 37-2022-00042954-CU-OE-CTL

By signing and returning this form, I confirm that I do not want to be included in the Class Settlement or receive a settlement check for the Class Release in the class action lawsuit referenced above.

I understand that by opting out, I am giving up my right to receive any payments in this Settlement for the Class Release. To “opt out,” this form must be postmarked no later than [[Response Deadline]] and mailed via U.S. Mail to the following address:

CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606
Fax: (949) 419-3446
(833) 816-0845

<https://www.cptgroup.com/case-inquiry>

I confirm I have reviewed the Notice of Class Action Settlement. I have decided to be excluded from the class and **not** participate in the proposed class portion of the settlement or receive an individual class settlement check I am otherwise entitled to receive.

Dated: _____

(Signature)

(Last Four Digits of SSN)

(Type or print name and former name(s))

(Telephone Number)

(Address)

Attachment C

Plaintiff's Original PAGA Notice and Amended PAGA Notice

FERRARO VEGA

SAN DIEGO EMPLOYMENT LAWYERS

Nicholas J. Ferraro
nick@ferrarovega.com
Lauren N. Vega
lauren@ferrarovega.com

ATTORNEYS AT LAW
3160 Camino del Rio South, Suite 308
San Diego, California 92108

Telephone: 619-693-7727
Facsimile: 619-350-6855
www.ferrarovega.com

August 24, 2022

NOTICE OF LABOR CODE VIOLATIONS
CALIFORNIA LABOR CODE SECTIONS 2698 *et seq.*

VIA EMAIL & CERTIFIED U.S. MAIL

- Electronic Return Receipt -

Louis Vuitton USA, Inc.
1 East 57th Street, 10th Floor
New York, New York 10022

- PAGA Notice & Filing Fee -
Submitted electronically to the California
Labor and Workforce Development
Agency on **08/24/2022**

Dear Labor Enforcement Officer and Company Representatives:

This letter serves as written notice on behalf of MARIANA ROBLES (“Claimant”), and all other “aggrieved employees” under California Labor Code section 2699.3 against LOUIS VUITTON USA, INC., along with any other related employer entities, including those who may be later added upon further investigation (collectively, “Defendants”).

If the California Labor and Workforce Development Agency (“LWDA”) does not investigate the facts, allegations, and violations set forth in this notice within the statutorily prescribed period under Labor Code section 2699.3, Claimant shall seek and recover civil penalties as a proxy and agent of the State of California on behalf of other aggrieved employees under the California Private Attorneys General Act (“PAGA”).

“PAGA allows an ‘aggrieved employee’—a person affected by at least one Labor Code violation committed by an employer—to pursue penalties for all the Labor Code violations committed by that employer.” *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal. App. 5th 745, 751; *see also Kim v. Reins International California, Inc.* (2020) 9 Cal. 73, 79.

FACTUAL STATEMENT

Defendants comprise the French luxury fashion house specializing in the manufacturing and sale of leather goods. Defendants employ aggrieved employees like Claimant in the State of California (including San Diego County) in hourly, non-exempt positions where employees are entitled to wage and hour protections under the California Labor Code and IWC Wage Orders.

Defendants engaged, suffered and permitted Claimant and the other “aggrieved employees,” as defined below, to work, exercised control over their respective wages, hours, and working conditions, and at all times were an agent and/or ostensible agent of any other employers, and the joint employer of Claimant and the aggrieved employees. Defendants legally employed Claimant and the other aggrieved employees under California law.

Additionally, Defendants and their agents remain liable under Labor Code sections 558, 558.1, 1197.1 and 2699 *et seq.* based on the acts and omissions set forth herein.

Claimant MARIANA ROBLES worked for Defendants from November 2015 to June 2022. Claimant worked in a sales position. Throughout her employment, Claimant worked as an hourly, non-exempt employee and earned bonuses and commissions.

Through this notice, Claimant informs the LWDA of the Labor Code violations set forth herein. The aggrieved employees who Claimant seeks to represent include the following individuals:

All current and former non-exempt hourly employees who worked for Defendants in the State of California during the one-year period preceding the date of this notice through the current date and the date of final judgment in any pending action (the “aggrieved employees” and the “PAGA Period”).

Claimant seeks all recoverable civil penalties for Defendants’ violations and reserves the right to supplement this notice as further investigation is completed and further facts, witnesses, and violations are uncovered. Claimant reserves the right to expand or narrow the definition of the “aggrieved employees” in the forthcoming civil action.

Overtime and Minimum Wage Violations

Violation of Labor Code §§ 200, 201-204, 210, 510, 558, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199; IWC Wage Orders

Defendants failed to pay overtime based on the lawful regular rate of pay, in violation of Labor Code sections 201-204, 210, 510, 558, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, applicable local minimum wage ordinances, and the related sections of the applicable IWC Wage Orders, including sections 3 and 4.

Claimant and the aggrieved employees were not paid at their lawful overtime rate (*i.e.*, time and a half or double time based on their regular rate of pay) for all overtime hours worked in excess of 8 hours in a workday, 40 hours in a workweek, or for any hours on any seventh consecutive day of work, to the extent Claimant or other aggrieved worked on a seventh consecutive workday or other such hours as further investigation may reveal.

Labor Code section 204(a) states that all wages earned are due and payable twice during each calendar month on days designated in advance by the employer as regular pay days. Overtime

wages are to be paid no later than the payday for the next regular payroll period. (Labor Code § 204(b)(1).) Labor Code § 210 states that, “every person who fails to pay the wages of an employee as provided in Section...204...shall be subject to a civil penalty” of \$100 for an initial violation and \$200 plus 25% of the amount unlawfully withheld for a subsequent violation.

Labor Code section 510 requires “[a]ny work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee;” and “any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee;” and “any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.”

Labor Code sections 558 and 1197.1 contain civil penalties for violating this provision of those provisions of the IWC Wage Orders, including sections 3 and 4 and the standing Minimum Wage Order. Labor Code section prohibits payment of a wage less than the legal overtime compensation applicable to the employee. Labor Code section 1198 renders “employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the [IWC Wage Orders]” unlawful and Labor Code section 1199 renders payment of wages contrary to the forging Labor Code and Wage Order provisions unlawful.

When Claimant and the aggrieved employees worked overtime, Defendants failed to pay the overtime at the “regular rate of pay.” Defendants paid Claimant and the aggrieved employees sales commissions, bonuses, and other forms of remuneration that Defendants failed to include in the “regular rate of pay” when employees earned overtime. Defendants paid overtime and doubletime to Claimant and the aggrieved employees at 1.5x and 2x their base hourly rate. For each overtime hour worked during the period in which Claimant and the aggrieved employees earned sales commissions and bonuses, Defendants should have (but failed to) pay overtime “at the rate of no less than ***one and one-half times the regular rate of pay*** for an employee” and “***twice*** the regular rate of pay” for double time hours as required by the plain language of Labor Code section 510(a) and the IWC Wage Orders. An illustrative example of the regular rate of pay violation is found on Claimant’s pay statements for the pay period from March 20, 2022 to April 2, 2022:

Louis Vuitton USA Inc.
1 East 57th Street
11th Floor
New York, NY 10022
917-281-2065

Pay Statement
Period Start Date 03/20/2022
Period End Date 04/02/2022
Pay Date 04/08/2022
Document 667801
Net Pay \$970.99

Pay Details

Mariana Alejandra Robles Lugo	Employee Number	202371	Location	LV Fash Valley S Diego	Federal Income Tax	\$ 1
	SSN	xxxxxx000	Bus Group	LV - Louis Vuitton	CA State Income Tax (Residence)	\$ 1
	Job	Client Advisor	Dept/Sc/Tr	L10500 - UPV-LV FASHION VALLEY	CA State Income Tax (Work)	\$ 1
	Hourly Rate	\$25.75	Region	WESTC - West Coast		
	Pay Frequency	Biweekly	GL Dept	L10500 - UPV-LV FASHION VALLEY		

Earnings

Pay Type	Hours	Pay Rate	Current	YTD
Commission	0.0000	\$0.00	\$0.00	\$4,490.42
OT Premium	0.0000	\$0.00	\$0.00	\$50.49
Overtime	0.0000	\$34.76	\$34.76	\$34.76
Regular Hrs.	41.5700	\$25.75	\$1,070.43	\$8,099.47
Retro Pay	0.0000	\$0.00	\$0.00	\$157.11
Sick Hours	7.0000	\$25.75	\$180.25	\$780.25

Deductions

Deduction	Pre-Tax	Current
401(k)	Yes	\$89.98
Basic Life	No	\$0.00

Taxes

Louis Vuitton USA Inc.
1 East 57th Street
11th Floor
New York, NY 10022
917-281-2065

Pay Statement
Period Start Date 03/20/2022
Period End Date 04/02/2022
Pay Date 04/08/2022
Document 667802
Net Pay \$1,074.11

Pay Details

Mariana Alejandra Robles Lugo	Employee Number	202371	Location	LV Fash Valley S Diego	Federal Income Tax	\$ 1
	SSN	xxxxxx000	Bus Group	LV - Louis Vuitton	CA State Income Tax (Residence)	\$ 1
	Job	Client Advisor	Dept/Sc/Tr	L10500 - UPV-LV FASHION VALLEY	CA State Income Tax (Work)	\$ 1
	Hourly Rate	\$25.75	Region	WESTC - West Coast		
	Pay Frequency	Biweekly	GL Dept	L10500 - UPV-LV FASHION VALLEY		

Earnings

Pay Type	Hours	Pay Rate	Current	YTD
Commission	0.0000	\$0.00	\$1,863.06	\$6,353.48
OT Premium	0.0000	\$0.00	\$0.00	\$50.49
Overtime	0.0000	\$0.00	\$0.00	\$34.76
Regular Hrs.	0.0000	\$0.00	\$0.00	\$8,099.47
Retro Pay	0.0000	\$0.00	\$0.00	\$157.11
Sick Hours	0.0000	\$0.00	\$0.00	\$780.25

Deductions

Deduction	Pre-Tax	Current
401(k)	Yes	\$130.41
Basic Life	No	\$0.00

Taxes

Extract from Claimant's Pay Statements for the Pay Period from 03/20/2022 to 04/02/2022

During this pay period, Claimant earned a commission of \$1,863.06, but that amount was not factored into her overtime rate, as she was instead paid at a rate of 1.5x the base rate rather than 1.5x the regular rate of pay. Defendants committed this same "regular rate of pay" violation against the other aggrieved employees as well, when employees earned forms of pay like bonuses and commissions required to be included in the regular rate but were not, as a matter of payroll administration and company policy. This resulted in significant underpayments of wages to employees.

Moreover, as explained below, Defendants engaged in a practice of adjusting time records for meal periods that were late, short, or missed altogether. As a result, Defendants underpaid minimum wages for those hours worked (but reduced) on account of Defendants' practice of editing time to reflect unpaid meal period hours when in fact such time was compensable hours worked.

As a result, Claimant may recover civil penalties on behalf of herself, the State of California and the aggrieved employees as provided under Labor Code §§ 225.5 (\$100/\$200), 558

(\$50/\$100), 1197.1 (\$100/\$250) and 2699 (\$100/\$200) per violation per pay period per employee, along with all other civil penalties permitted by law.

Underpaid Paid Sick Leave
Violation of Labor Code §§ 246 through 248.5

Defendants violated Labor Code section 246 because they failed to calculate and pay Claimant and the aggrieved employees paid sick leave at an hourly rate using one of the three permissible methods of calculation set forth in Labor Code sections 246(l)(1) to (3). Under Labor Code section 246 *et seq.*, employers are required to provide paid sick leave to all employees. Employers have the option of providing 24 hours of paid sick leave to employees or to allow employees to accrue paid sick leave each pay period. Cal. Lab. Code § 246. If an employer chooses the accrual method, employees must accrue sick leave at a rate of one (1) hour for every thirty (30) hours worked in a given pay period. Cal. Lab. Code § 246(b)(1). Under the accrual method, employees must begin accruing paid sick leave at the commencement of employment. Cal. Lab. Code § 246(b)(1).

Additionally, employers are required to pay sick leave in accordance with one of the permissible methods provided in Labor Code § 246(l)(1)-(3):

(l) For the purposes of this section, an employer shall calculate paid sick leave using any of the following calculations:

(1) Paid sick time for nonexempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek.

(2) Paid sick time for nonexempt employees shall be calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment.

(3) Paid sick time for exempt employees shall be calculated in the same manner as the employer calculates wages for other forms of paid leave time.

The third option is not applicable because this case involves non-exempt employees. Defendants were required to pay paid sick time under the method set forth in options one or two.

As an initial matter, Claimant is informed, believes, and alleges that Defendants failed to provide paid sick leave in accordance with California law, rendering Defendants liable for an associated civil penalty with respect to every employee and every pay period during the PAGA period. Moreover, Defendants failed to maintain the records required by Labor Code § 246 *et seq.* with respect to the paid sick leave.

However, to the extent paid, Defendants paid sick leave at employees' base hourly rate of pay and failed to factor in bonuses, commissions and/or other forms of remuneration. Specifically, Defendants did not pay paid sick leave "in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick leave, whether or not the employee actually works overtime in that workweek," as the regular rate should have included commission wages for the reasons aforementioned. Additionally, Defendants did not use the second method permitted under Labor Code § 246 by dividing the employee's total wages by total hours worked in the full pay periods of the prior 90 days, as such calculation would have resulted in a paid sick leave rate higher than the base rate at which Claimant was paid. An example of this can be seen in Claimant's pay statements for the pay period from December 26, 2021 to January 08, 2022, which show that Claimant was paid sick leave at her base hourly rate of \$25.00 even though she earned \$1,639.69 in commissions during the same pay period.

Louis Vuitton USA Inc 1 East 57th Street 11th Floor New York, NY 10022 917-281-2055				Pay Statement Period Start Date 12/26/2021 Period End Date 01/08/2022 Pay Date 01/14/2022 Document 631671 Net Pay \$1,016.32			
Pay Details							
Mariana Alejandra Robles Lugo USA		Employee Number: 202371 SSN: xxxxxxxx Job: Client Advisor Hourly Rate: \$25.00 Pay Frequency: Biweekly		Location: LV Fash Valley S Diego Bus Group: LV - Louis Vuitton Dept/St/Tr: L10500 - UPV-LV FASHION VALLEY Region: WESTC - West Coast GL Dept: L10500 - UPV-LV FASHION VALLEY		Federal Income Tax: \$ -1 CA State Income Tax (Residence): \$ -1 CA State Income Tax (Work): \$ -1	
Earnings				Deductions			
Pay Type	Hours	Pay Rate	Current	YTD			En
Commission	0.0000	\$0.00	\$1,639.69	\$1,639.69	Deduction		Curre
OT Premium	0.0000	\$0.00	\$1.51	\$1.51	401(k)		\$114.8
Regular Hrs.	0.0000	\$0.00	\$0.00	\$931.50	Basic Life		\$0.00
Sick Hours	0.0000	\$0.00	\$0.00	\$200.00			

Louis Vuitton USA Inc. 1 East 57th Street 11th Floor New York, NY 10022 917-281-2055					Pay Statement Period Start Date: 12/26/2021 Period End Date: 01/08/2022 Pay Date: 01/14/2022 Document: 631670 Net Pay: \$864.77				
Pay Details									
Mariana Alejandra Robles Lugo USA		Employee Number	202371	Location	LV Fash Valley S Diego	Federal Income Tax	\$	1	
		SSN	xxxxxxxx	Bus Group	LV - Louis Vuitton	CA State Income Tax (Residence)	\$	1	
		Job	Client Advisor	Dept/St/Tr	L10500 - UPV-LV FASHION VALLEY	CA State Income Tax (Work)	\$	1	
		Hourly Rate	\$25.00	Region	WESTC - West Coast				
		Pay Frequency	Biweekly	GL Dept	L10500 - UPV-LV FASHION VALLEY				
Earnings					Deductions				
Pay Type	Hours	Pay Rate	Current	YTD			Emp		
Regular Hrs.	37.2600	\$25.00	\$931.50	\$931.50	Deduction		Pre-Tax	Current	
Sick Hours	8.0000	\$25.00	\$200.00	\$200.00	401(k)		Yes	\$79.21	
					Basic Life		No	\$0.00	

Extracts from Claimant's Pay Statements for the Pay Period 12/26/2021 to 01/08/2022

The failure to calculate and pay paid sick leave at one of the lawful rates set forth in Labor Code § 246(1)(1)-(3) was applied as a matter of common policy and practice to Claimant and the aggrieved employees in those pay periods where they earned additional payments, bonuses, commissions, or other forms of non-excludable remuneration and also received paid sick leave.

As a result, Claimant may recover civil penalties on behalf of herself, the State of California and the aggrieved employees as provided under Labor Code § 2699 (\$100/\$200) per violation per pay period per employee, along with all other civil penalties permitted by law. Claimant is also entitled to penalties under Labor Code section 248.5.

Underpaid Covid Supplemental Paid Sick Leave
Violation of Labor Code §§ 246 through 248.6

Defendants violated Labor Code section 248.2 and 248.6 because they failed to provide Claimant and the aggrieved employees paid sick leave at the lawful hourly rate. Labor Code 248.2 required employers to provide up to 80 hours of Covid-19 Supplemental Paid Sick Leave for the period of January 1, 2021 through September 30, 2021. Labor Code section 248.6 extended Covid sick leave protections and requires employers to provide up to 80 hours of Covid-19 Supplemental Paid Sick Leave for the period of January 1, 2022 to September 30, 2022, and may be extended thereafter. Employers must comply with the calculation and payment methods of these Covid supplemental sick leave laws.

Under Labor Code sections 248.2, non-exempt employees must be paid supplemental paid sick leave according to the highest of the following four methods:

- (I) Calculated in the same manner as the regular rate of pay for the workweek in which the covered employee uses COVID-19 supplemental paid sick leave, whether or not the employee actually works overtime in that workweek.
- (II) Calculated by dividing the covered employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment.
- (III) The state minimum wage.
- (IV) The local minimum wage to which the covered employee is entitled.

Labor Code section 248.6 requires employers to pay supplemental sick leave using either method I or II identified above.

On information and belief, Defendants violated California law by failing to pay Covid-19 Supplemental Paid Sick Leave at a rate authorized by statute. As explained in the section above, Defendants failed to pay Covid-19 supplemental sick leave at the correct rate because they failed to take into account employees' bonuses, commissions, and other remuneration. The failure to calculate and pay paid sick leave at one of the lawful rates set forth in Labor Code §§ 248.2 and 248.6 was applied as a matter of common policy and practice to Claimant and the aggrieved employees. Defendants further failed to maintain the proper records required by the paid sick leave statutes.

As a result, Claimant may recover civil penalties on behalf of herself, the State of California and the aggrieved employees as provided under Labor Code § 2699 (\$100/\$200) per violation

per pay period per employee, along with all other civil penalties permitted by law. Claimant is also entitled to penalties under Labor Code section 248.5.

Underpaid Meal Period Premiums
Violation of Labor Code §§ 226.7, 512, 1198; IWC Wage Orders

Defendants failed to pay meal period premiums at the lawful regular rate of compensation to Claimant and other aggrieved employees in violation of Labor Code sections 226.7, 512 and 1198, and the related sections of the IWC Wage Orders, including section 11.

Labor Code section 512 requires that employers provide a 30-minute, uninterrupted meal period after no more than five hours of work and a second meal period after no more than 10 hours of work. *See Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal. 4th 1004, 1049. Labor Code section 226.7 requires that if a meal period is late, missed, short, or interrupted, the employer must pay for an hour of pay at the employee's "regular rate" of compensation. *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal. 5th 858, 862 ("We hold that the terms are synonymous: "regular rate of compensation" under section 226.7(c), like "regular rate of pay" under section 510(a), encompasses all nondiscretionary payments, not just hourly wages"). "[T]ime records showing noncompliant meal periods raise a rebuttable presumption of meal period violations, including at the summary judgment stage." *Donohue v. AMN Services, LLC* (2021) 11 Cal. 5th 58, 61. Labor Code section 1198 renders "employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the [IWC Wage Orders]" unlawful.

On information and belief, Defendants failed to provide compliant first and second meal periods to Claimant and the aggrieved employees. When Defendants did not provide compliant meal periods, Defendants failed to pay Claimant and other aggrieved employees a meal period premium in violation of Labor Code section 226.7. To the extent Defendants paid any meal period premiums, the premiums were not paid at the "regular rate of compensation" because the premium did not factor in sales commissions, bonuses, and other forms of remuneration. Defendants instead paid such premiums at Claimant and the aggrieved employees' base hourly rate, in violation of California law.

Furthermore, Claimant experienced managers and supervisors editing time records to reflect a timely 30-minute meal period when these were actually late, short or missed. Claimant is informed and believes and alleges that these are reflected as a matter of common practice on employee time records through edit reports for herself and for other aggrieved employees. This resulted in unpaid off the clock work during those lunch breaks that were fictitiously entered or adjusted by the company on time records.

As a result, Claimant may recover civil penalties on behalf of herself, the State of California and the aggrieved employees as provided under Labor Code § 2699 (\$100/\$200) per violation per pay period per employee, along with all other civil penalties permitted by law.

Underpaid Rest Period Premiums
Violation of Labor Code §§ 226.7, 516, 1198; IWC Wage Orders

Defendants failed to pay rest period premiums at the lawful regular rate of compensation to Claimant and other aggrieved employees in violation of Labor Code sections 226.7, 516 and 1198, and the related sections of the IWC Wage Orders, including section 12.

Labor Code sections 226.7 and 516, along with the IWC Wage Orders, require that employers authorize and permit a 10-minute, uninterrupted rest period for each four-hour period (or major fraction thereof) that an employee works. Labor Code section 226.7 requires that if a meal period is non-compliant, the employer must pay for an hour of pay at the employee's "regular rate" of compensation. *See Ferrera v. Loews Hollywood Hotel*, 11 Cal. 5th at 862. Labor Code section 1198 renders "employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the [IWC Wage Orders]" unlawful. Defendants required Claimant and other aggrieved employees to effectively waive or otherwise forego their rest periods contrary to the law.

Additionally, given the nature of the work and demands of the job, Claimant and other aggrieved employees regularly worked through 10-minute rest periods without receiving payment of a rest period premium. This was a result of the high volume and customer demands of the sales positions, along with the company's practice of not authorizing or scheduling 10-minute breaks. Defendants had a policy and practice of not paying rest period premiums to employees who were unable to take rest periods. To the extent Defendants ever paid a rest period premium, Defendants violated Labor Code section 226.7 because such premiums were not paid at the regular rate of compensation to aggrieved employees, which would have factored in bonuses, commissions, and other compensation.

As a result, Claimant may recover civil penalties on behalf of herself, the State of California and the aggrieved employees as provided under Labor Code section 2699 (\$100/\$200) per violation per pay period per employee, along with all other civil penalties permitted by law.

Untimely Payment of Wages During Employment
Violation of Labor Code §§ 204, 204b, 210

Defendants violated Labor Code sections 204 and 204b requiring payment of all wages on regularly scheduled paydays with respect to Claimant and other aggrieved employees by failing to pay all wages owed on the regular pay days scheduled each pay period. To the extent that Defendants made or make any retroactive payments to Claimant or other aggrieved employees, such amounts are untimely in violation of these payday statutes.

Because Defendants failed to pay all wages in each pay period in which such wages were earned at the lawful rate for overtime, meal/rest premiums, sick leave, and other forms of remuneration, Defendants violated Labor Code section 204 and/or 204b (for weekly employees), which requires timely payment of wages of wages each regular scheduled pay

period. Labor Code section 204 requires payment of “all wages” for non-exempt employees at least twice each calendar month. Labor Code section 204b applies to employees paid on a weekly basis and also requires the payment for all labor within the required pay periods. Labor Code section 210 provides that, “every person who fails to pay the wages of an employee as provided in Section...204...shall be subject to a civil penalty” of \$100 for an initial violation and \$200 plus 25% of the amount unlawfully withheld for a subsequent violation.

As explained above, Defendants underpaid Claimant and other aggrieved employees’ meal and rest period premiums, sick leave, and overtime wages because these were paid at the employee’s base hourly rate instead of at her regular rate of pay/compensation, leading to Defendants being separately liable for not paying the full amount owed to Claimant and other aggrieved employees each payday in violation of Labor Code sections 204 and/or 204b.

Separately, Defendants failed to timely compensate Claimant, and presumably other aggrieved employees, for work performed during certain pay periods. Defendants failed to timely issue wages and wage statements in accordance with the timing requirements of Labor Code section 204.

As a result, Claimant may recover civil penalties on behalf of herself, the State of California and the aggrieved employees as provided under Labor Code section 2699 (\$100/\$200) per violation per pay period per employee, Labor Code section 210 (\$100/\$200) per violation per pay period, along with all other civil penalties permitted by law.

Untimely Payment of Wages Upon Separation of Employment **Violation of Labor Code §§ 201, 202, 203**

Defendants violated Labor Code sections 201, 202 and 203 requiring timely payment of all wages upon separation and waiting time penalties in lieu thereof with respect to aggrieved employees by failing to pay all wages and premiums owed upon termination of employment.

Labor Code section 201 requires that if an employer fires an employee, the wages must be paid immediately. Labor Code section 202 requires that if an employee quits without providing 72 hours’ notice, his or her wages must be paid no later than 72 hours thereafter. Labor Code section 202 states that if an employee provides 72 hours’ notice, the final wages are payable upon his or her final day of employment. Labor Code section 203 requires an employer who fails to comply with Labor Code sections 201 or 202 to pay a waiting time penalty for each employee, up to a period of 30 days.

Because Defendants failed to pay all wages and premiums owed to the aggrieved employees during their employment and failed to properly pay meal and rest period premiums, sick leave, and overtime wages at the lawful respective rates, Defendants failed to timely pay all wages owed upon separation of employment in violation of Labor Code sections 201, 202 and 203.

As a result, Claimant may recover civil penalties on behalf of herself, the State of California and the aggrieved employees as provided under Labor Code § 2699 (\$100/\$200) per violation per pay period per employee, along with all other civil penalties permitted by law.

Non-Compliant Wage Statements
Violation of Labor Code §§ 226, 226.3

Defendants violated Labor Code section 226 with respect to Claimant and other aggrieved employees by failing to furnish itemized wage statements each pay period that accurately list all information required by Labor Code section 226(a)(1) through (9).

Labor Code section 226(a) requires an employer to furnish wage statements to employees semimonthly or at the time of each payment of wages, “an accurate itemized statement in writing showing:” (1) gross wages earned, (2) total hours worked, (3) the number of piece rate units earned and applicable piece rate in effect, (4) all deductions, (5) net wages earned, (6) the inclusive dates of the pay period, (7) the name of the employee and last four digits of SSN or an EIN, (8) the name and address of the legal name of the employer, and (9) all applicable hourly rates in effect during the pay period and the number of hours worked at each hourly rate by the employee.¹ An employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of \$250 per employee per violation for the initial citation and \$1,000 per employee for each violation in a subsequent citation, in addition to other penalties allowed by law.

Throughout the relevant statutory period, as a result of the foregoing violations identified in this notice—unpaid meal and rest period premiums, sick leave, and overtime wages—Defendants violated Labor Code section 226(a)(1) by not listing the correct “gross wages earned,” as the employees earned meal and rest period premiums, sick leave, and regular and overtime wages, but were instead underpaid, resulting in an inaccurate reflection and recording of “gross wages earned” on those wage statements. Defendants also violated Labor Code section 226(a)(5) with respect to “net wages earned” for the same reasons, as the “net wages earned” are depreciated and underpaid resulting in an inaccurate reflection on the wage statement.

Furthermore, Defendants violated Labor Code section 226(a)(2) by failing to list employees’ “total hours worked,” as aggrieved employees worked off-the-clock during uncompensated meal periods, rendering the total hours listed as an inaccurate reflection of hours worked.

¹ See generally *Lopez v. Friant & Associates, LLC* (2017) 15 Cal. App. 5th 773, 787-88 (“Consistent with the PAGA statutory framework and the plain language of section 226(e), we hold a plaintiff seeking civil penalties under PAGA for a violation of section 226(a) does not have to satisfy the “injury” and “knowing and intentional” requirements of section 226(e)(1)”); see also *See Kastler v. Oh My Green, Inc.* (N.D. Cal., Oct. 25, 2019) Case No. 19-CV-02411-HSG (“Injuries from a failure to provide an accurate pay statement include ‘possibility of not being paid overtime, employee confusion over whether they received all wages owed them, difficulty and expense involved in reconstructing pay records, and forcing employees to make mathematical computations to analyze whether the wages paid in fact compensated them for all hours worked’) (rejecting *Maldonado* defense for class claims).

Lastly, in violation of Labor Code section 226(a)(9), the hourly rates and corresponding hours worked at those rates are incorrectly listed on Claimant and the aggrieved employees' wage statements. The hourly rates on the wage statement are inaccurate with respect to meal and rest period premiums, sick leave, and overtime rates that were not paid at the "regular rate of pay" and/or regular rate of compensation as those hours were paid at the improper base rate and reflected as such on the wage statements of the aggrieved employees.

For example, Claimant's wage statement for the pay period from June 12, 2022 to June 25, 2022 fails to include all information necessary for Claimant to determine what she was compensated for and how her compensation was calculated. The wage statement shows that during this pay period, Claimant earned a bonus of \$1,850.63 and was paid \$65.80 in overtime wages. Yet, the pay statement fails to show the number of hours worked and the pay rate leading to the \$65.80, as well as the number of regular hours worked, and regular compensation earned during the pay period. It is reasonable to believe that Claimant worked regular hours to achieve the commissions she earned, but such information is not provided in this specific pay statement, and Defendants did not provide Claimant another pay statement for this same pay period. Thus, Defendants violated Labor Code section 226(a) by failing to provide Claimant, and presumably other aggrieved employees, accurate itemized wage statements.

Louis Vuitton USA Inc. 1 East 57th Street 11th Floor New York, NY 10022 917-281-2866				Pay Statement Period Start Date: 6/12/2022 Period End Date: 6/25/2022 Pay Date: 07/01/2022 Document: 957657 Net Pay: \$1,180.14			
Pay Details							
Mariana Alejandra Robles Lugo USA		Employee Number: 262271 SSN: 880000000 Job: Client Advisor Hourly Rate: \$25.75 Pay Frequency: Biweekly		Location: LV Fish Valley 5 Diego Bus Group: LV - Louis Vuitton Dept/Div: L10500 - LVF-LV FASHION VALLEY Region: WESTC - West Coast GL Dept: L10500 - LVF-LV FASHION VALLEY		Federal Income Tax: 5 1 CA State Income Tax (Residence): 5 1 CA State Income Tax (Work): 5 1	
Earnings				Deductions			
Pay Type	Hours	Pay Rate	Current	DED			
Continuation	0.0000	\$0.00	\$1,850.63	\$12,296.58			
OT Premium	0.0000	\$0.00	\$15.93	\$125.93			
Overtime	0.0000	\$0.00	\$345.59	40190	Yes		\$134
Regular Hrs.	0.0000	\$0.00	\$15,425.47	Basic Life	No		\$0
Retro Pay	0.0000	\$0.00	\$157.11	Non-Payroll CR	No		\$0
Sick Hours	0.0000	\$0.00	\$0.00				
Vacation	0.0000	\$0.00	\$0.00	\$609.50			
				Taxes			
				Total			

Extract from Claimant's Pay Statement for the Pay Period from 6/12/2022 to 6/25/2022

Claimant and other aggrieved employees cannot promptly and easily determine from the wage statement alone the wages paid or earned without reference to other documents or information. Indeed, these wage statement violations are significant because they sowed confusion among Claimant and other aggrieved employees with respect to what amounts were owed and paid, at what rates, the number of hours worked, and how those amounts were calculated. The wage statements reflect a false statement of earnings and concealed the underlying problems and underpayments throughout the relevant period.

Thus, Claimant may recover civil penalties on behalf of herself, the State of California and the aggrieved employees as provided under Labor Code sections 226.3 (\$250/\$1,000) and/or 2699 (\$100/\$200) per violation per pay period per employee, along with all other civil penalties permitted by law.

Failure to Maintain Accurate Records
Violation of Labor Code §§ 1174, 1174.5, 1198; IWC Wage Orders

Because of the violations set forth in this notice, including Defendants' failure to accurately maintain records of pay for all hours worked at the appropriate lawful rates of pay, Defendants violated Labor Code section 1174 and the IWC Wage Orders by failing to maintain accurate payroll records showing all hourly rates in effect and hours worked at those rates, and the wages paid to each employee. As a result, Defendants are liable for a civil penalty of \$500 per employee to Claimant and each aggrieved employee pursuant to Labor Code section 1174.5.

Failure to Provide Employee Records
Violation of Labor Code §§ 226, 432, 1174, 1198.5; IWC Wage Orders

Defendants violated Labor Code sections 226, 432, 1198.5, and 1174 with respect to the aggrieved employees.

Labor Code section 226(b) requires employers to "afford current and former employees the right to inspect or receive a copy of records pertaining to their employment, upon reasonable request to the employer." Labor Code section 432 states that "[i]f an employee ... signs any instrument relating to the obtaining or holding of employment, he shall be given a copy of the instrument upon request." Labor Code section 1198.5 grants "[e]very current and former employee, or his or her representative, ... the right to inspect and receive a copy of the personnel files that the employer maintains relating to the employee's performance or to any grievance concerning the employee." Section 7(A) (Records) of the IWC Wage Orders, which may be enforced through Labor Code section 1198, mandates that employers maintain and make available "time records showing when the employee begins and ends each work period" as well as time records showing "[m]eal periods, split shift intervals, and daily hours worked[.]" Labor Code section 1174(d) requires these and other records be maintained for at least three years.

Defendants failed to provide all records upon Plaintiff's request. Specifically, as a matter of corporate policy and practice, and in non-compliance with California law, Defendants prohibit employees from accessing their time records showing time punches and hours worked. Even when requested, Defendants' corporate policy is to decline providing time records or access to time records for inspection. Moreover, Defendants failed to provide all wage statements upon request to Claimant and other aggrieved employees. Defendants also failed to provide all documents signed or otherwise required to be in employee personnel files, such as all commission or earning policies signed or received by Claimant and other aggrieved employees.

As a result, Claimant may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, as provided under Labor Code sections 226.3 (\$250/\$1,000), 1174.5 (\$500), and 2699 (\$100/\$200) per violation per pay period per employee, along with all other civil penalties permitted by law.

Failure to Provide Written Commission Agreement
Violation of Labor Code § 2751

Defendants failed to provide written commission agreements to all the aggrieved employees, in violation of Labor Code section 2751. When an employer pays commissions as part of employee compensation, section 2751(a) requires that the employer provide a written contract that sets “forth the method by which the commissions” are “computed and paid.” Section 2751(b) requires an employer to provide a copy of the commission agreement that is signed by both the employer and the employee.

Defendants paid Claimant and the aggrieved employees a base hourly rate plus commissions and bonuses based on sales. Through the course of their employment, Defendants provided Claimant and aggrieved employees some but not all the commission agreements they were entitled to receive. For example, Claimant’s personnel file contains six commission agreements but only accounting for 2017 and 2019. There are three agreements for 2017: “Tambour Horizon Watch Incentive,” which was valid from July 11, 2017 through August 20, 2017, a “January 2017 Store Incentive,” and a “March & April 2017 Store Incentive.” There are also three agreements for 2019: the first one called “Crocodile Premium Incentive,” which was valid from June 1, 2019 through July 31, 2019, a “2019 Louis Vuitton Retail Incentive Program,” and a “2019 Louis Vuitton Top Seller Program.” Claimant and some of the aggrieved employees worked for Defendants after 2019 and earned commissions throughout their employment. However, Defendants failed to provide Claimant and the aggrieved employees with commission agreements after 2019, in violation of the California Labor Code 2751(b).

Attorneys’ Fees and Costs
Labor Code § 2699(g)

Claimant was compelled to retain the services of counsel to file this court action to protect her interests, the interests of other aggrieved employees, and the State of California. Claimant has thereby incurred and will continue to incur attorneys’ fees and costs, which are recoverable on all PAGA causes of action under Labor Code section 2699(g).

Notice of Demand for Defendants
to Change Policies and Practices

Claimant intends to pursue legal action against Defendants based on the violations set forth in this notice. Defendants are hereby notified that any attempt to resolve this case must be conducted in coordination with Claimant’s counsel to protect the interests of Claimant, the aggrieved employees, and the State of California via the LWDA. Any and all settlements releasing liability require Court approval in connection with Claimant and their counsel to fully release liability and resolve the claims alleged in this notice. Claimant will establish that (1) her lawsuit was a catalyst in motivating Defendants to change their policies and practices and provide the relief sought through this action, (2) that the forthcoming lawsuit has merit and is

based on undisputed violations for which Defendants will be liable at trial, and (3) that Claimant has hereby notified Defendants of their violations and considers this notice an attempt to resolve the matter. *See Tipton-Whittingham v. City of Los Angeles* (2004) 34 Cal.4th 604, 608 (citing *Graham v. Daimler-Chrysler Corp.* (2004) 34 Cal. 4th 553 (authorizing an award of catalyst attorneys' fees)).

As the PAGA representative, Claimant has a duty to file this case at the earliest opportunity. Defendants may contact Claimant's counsel with any questions regarding this letter or the forthcoming lawsuit.

CONCLUSION

If the LWDA does not pursue enforcement, Claimant will bring representative claims on behalf of the State of California and the aggrieved employees seeking all recoverable civil penalties for violations of the Labor Code and the IWC Wage Orders, along with attorneys' fees, costs, interest, and other appropriate relief.

Thank you for your attention to this matter.

Sincerely,

A handwritten signature in blue ink that reads "Nicholas J. Ferraro". The signature is written in a cursive, flowing style.

Nicholas J. Ferraro

Cc Claimant
 Lauren N. Vega, Esq.

Counsel for Louis Vuitton
Billy Sahachartsiri Billy.Sahachartsiri@hklaw.com
Tina Tellado Christina.Tellado@hklaw.com

FERRARO VEGA

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February 20, 2024

SUPPLEMENTAL NOTICE OF LABOR CODE VIOLATIONS
CALIFORNIA LABOR CODE SECTIONS 2698 *et seq.*

VIA EMAIL & CERTIFIED U.S. MAIL
- *Electronic Return Receipt* -

Louis Vuitton USA, Inc.
1 East 57th Street, 10th Floor
New York, New York 10022

- *PAGA Notice & Filing Fee* -
Submitted electronically to the California
Labor and Workforce Development
Agency

Re: LWDA-CM-903681-22 / San Diego Case No 37-2022-00042954-CU-OE-CTL

Dear Labor Enforcement Officer and Company Representatives:

Plaintiff Mariana Robles hereby encloses the attached copy of the First Amended Class and Representative Action Complaint (attached hereto as Exhibit 1) which is provided to Louis Vuitton and the LWDA to further inform the LWDA and Louis Vuitton of the additional claims being prosecuted under PAGA by Plaintiff on behalf of all aggrieved employees of Louis Vuitton USA, Inc. These claims relate back to the original date of filing.

This action is presently pending in San Diego County Superior Court and Plaintiff provides the conformed copy of the first amended complaint which was filed upon approval of the amendment by the Court, with the additional claims. The facts and allegations set forth therein are incorporated in reference herein as though set forth in full.

Plaintiff provides further notice that a motion for preliminary approval of class action settlement hearing is scheduled in the above-entitled action in San Diego County Superior Court, Dept. C-65, before the Honorable Robert Longstreth, Superior Court Judge, at 8:30 a.m. on June 14, 2024. Plaintiff anticipates this motion will be granted and a final approval hearing will be subsequently set, at which time the Court will consider final approval of the settlement.

Please contact my office with any questions. Thank you for your attention to this matter.

Sincerely,



Nicholas J. Ferraro

Cc Lauren N. Vega – lauren@ferrarovega.com

Counsel for Louis Vuitton

Jason Campbell, Esq - jscampbell@winston.com

Tristan R. Kirk, Esq. - tkirk@winston.com

EXHIBIT 1

01/30/2024 at 10:46:00 AM
Clerk of the Superior Court
By Carla Boston, Deputy Clerk

Nicholas J. Ferraro (State Bar No. 306528)
Lauren N. Vega (State Bar No. 306525)
Ferraro Vega Employment Lawyers, Inc.
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Attorneys for Plaintiff Mariana Robles

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

MARIANA ROBLES, individually and on behalf
of all others similarly situated and the State of
California under the Private Attorneys General
Act,

Plaintiff,

vs.

LOUIS VUITTON USA, INC. and DOES 1
through 50, inclusive,

Defendants.

Case No. 37-2022-00042954-CU-OE-CTL

Hon. Robert Longstreth
Dept. 65

CLASS ACTION

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT**

1. Minimum Wage Violations
2. Failure to Pay All Overtime Wages
3. Meal Period Violations
4. Rest Period Violations
5. Paid Sick Leave Violations
6. Untimely Payment of Wages
7. Wage Statement Violations
8. Waiting Time Penalties
9. Failure to Provide Records
10. Unfair Competition
11. Civil Penalties under the Private Attorneys
General Act (Labor Code §§ 2698 *et seq.*)

1 Plaintiff MARIANA ROBLES, individually and on behalf of all others similarly situated and
2 the State of California under the Private Attorneys General Act (“Plaintiff”) brings this FIRST
3 AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT against Defendants LOUIS
4 VUITTON USA, INC. and DOES 1 through 50, inclusive (collectively “Defendants”), alleging as
5 follows:

6 **INTRODUCTION**

7 1. The aggrieved employees in this class and representative action worked for Louis
8 Vuitton at its luxury retail stores.

9 2. Louis Vuitton underpaid aggrieved employees’ meal and rest period premiums,
10 overtime, and paid sick leave because it did not accurately include all commissions, bonuses, and other
11 remuneration in the regular rate of pay calculation for purposes of paying those wages.

12 3. Louis Vuitton also maintained non-compliant meal and rest period practices, including
13 supervisor time editing that seemingly went unchecked.

14 4. Louis Vuitton is further liable for derivative claims for wage statement, untimely
15 payment, and associated violations.

16 5. Plaintiff seeks to recover civil penalties and other recoverable amounts for these Labor
17 Code violations on behalf of the State of California and the aggrieved employees.

18 **JURISDICTION & VENUE**

19 6. Jurisdiction of this action is proper in this Court under Article VI, Section 10 of the
20 California Constitution as the causes of action are premised upon violations of California law.

21 7. The monetary damages and restitution sought exceed the minimal jurisdiction limits of
22 the Superior Court.

23 8. This Court has jurisdiction over Defendants because, upon information and belief,
24 Defendants have sufficient minimum contacts in California, or otherwise intentionally avail
25 themselves to the California economy so as to render the exercise of jurisdiction over them by the
26 California courts consistent with traditional notions of fair play and substantial justice.

9. Venue is proper in this Court under Code of Civil Procedure sections 393(a), 395, and/or 395.5 because, upon information and belief, Defendants conduct business and committed some of the alleged violations in this county.

PARTIES

A. Plaintiff Mariana Robles

10. Plaintiff Robles is an individual over 18 years of age who worked for Defendants in California as a non-exempt employee from about November 1, 2015 to June 1, 2022. Plaintiff worked as a Sales Representative.

11. The State of California, via the Labor and Workforce Development Agency (“LWDA”), is the real party in interest in this action. (*Kim v. Reins Int’l California, Inc.* (2020) 9 Cal. 5th 73, 81 [The “government entity on whose behalf the plaintiff files suit is always the real party in interest.”])

B. Defendants

12. Defendant Louis Vuitton USA, Inc. is a Delaware corporation that maintains operations and conducts business throughout the State of California, including in this county.

13. The true names and capacities, whether individual, corporate, or otherwise, of the parties sued as DOES 1 through 50, are presently unknown, unascertainable, or uncertain, and are sued by such fictitious names under Code of Civil Procedure section 474. Upon information and belief, each of DOES 1 through 50 constitutes a legal employer or is otherwise legally responsible in some manner for the acts and omissions alleged herein. This Complaint may be amended to reflect their true names and capacities once ascertained.

14. Upon information and belief, Defendants in this action are employers, co-employers, joint employers, and/or part of an integrated employer enterprise, as each of the Defendants exercised control over the wages, hours, and working conditions of the employees, suffered and permitted them to work, and otherwise engaged them as employees under California law.

15. Upon information and belief, at least some of the Defendants have common ownership, common management, interrelationship of operations, and centralized control over labor relations and

are therefore part of an integrated enterprise and thus jointly and severally responsible for the acts and omissions alleged herein, including pursuant to Labor Code sections 558, 558.1, and 1197.1.

16. Upon information and belief, Defendants acted in all respects pertinent to this action as an alter-ego, agent, servant, joint employer, joint venturer, co-conspirator, partner, in an integrated enterprise, or in some other capacity on behalf of all other co-defendants, such that the acts and omissions of each defendant may be legally attributable to all others.

CLASS ALLEGATIONS

17. This action is brought individually and on behalf of the following class pursuant to Code of Civil Procedure section 382:

- a. All current and former non-exempt employees who worked for Defendants in California at any time from August 16, 2021 through date of class certification.

18. Plaintiff reserves the right to establish various subclass definitions as appropriate at the class certification stage, according to proof.

19. The class is ascertainable and shares a well-defined community of interest in this litigation:

- a. Numerosity: The class is estimated to exceed 50 individuals, although the precise membership of the entire class is unknown at this time. The class is so numerous that joinder of all class members is impracticable. The identities of class members are ascertainable by inspection of Defendants' employment and payroll records.
- b. Typicality: Plaintiff's claims are typical of the claims of the other class members. They were subject to the same policies and practices of Defendants, which resulted in losses to the class. Proof of common unlawful business practices, which Plaintiff experienced, will establish the right of the class to recover on the causes of action alleged herein.
- c. Adequacy: Plaintiff is an adequate class representative; will take all necessary steps to protect the class members' interests adequately and fairly; has no interest antagonistic to other class members; and is represented by attorneys

1 who have substantial experience prosecuting, defending, resolving, and
2 litigating wage and hour class, collective, and representative actions in
3 California state and federal courts.

4 d. Superiority: A class action is superior to other means for adjudicating this
5 dispute. Individual joinder is impractical. Class treatment will allow for
6 common issues to be resolved in a single forum, simultaneously, and without
7 duplication of effort and expense.

8 e. Public Policy Considerations: Certification of this lawsuit as a class action
9 advances the State of California's strong public interest in ensuring its
10 approximately millions of employed residents are properly paid the wages they
11 earned for the hours they worked. Class actions provide a mechanism for
12 enforcement of labor laws and allow for vindication of employee rights by
13 unnamed class members.

14 20. Common questions of law and fact as to the class members predominate over questions
15 affecting only individual members. The common questions of law and fact exist as to whether the
16 employment policies and practices formulated by Defendants and applied to the class members
17 constitute violations of California law.

18 **GENERAL ALLEGATIONS**

19 21. Louis Vuitton underpaid aggrieved employees' meal and rest period premiums,
20 overtime, and paid sick leave because it did not accurately include all commissions, bonuses and other
21 remuneration in the regular rate of pay calculation. These underpayments are evident from employee
22 paystubs and Louis Vuitton's internal payroll records. Louis Vuitton also failed to provide written
23 commission agreements and/or to obtain signatures or signed receipts for written commission
24 agreements.

25 22. Based on Plaintiff's experience working at Louis Vuitton's Fashion Valley store,
26 Plaintiff alleges Louis Vuitton also failed to provide compliant meal and rest periods, including
27 maintaining a practice of editing meal period entries to create a false record of compliance. These
28 violations are, in part, evident from employee time records and Louis Vuitton's internal timekeeping

records. When time editing occurred, there is a derivative violation for unpaid minimum wage and unpaid overtime, as the edits result in non-payment hours worked.

23. Plaintiff also alleges Louis Vuitton failed to pay certain wages owed in June 2022 more than seven days after the regularly scheduled payday to the aggrieved employees.

24. These violations create derivative liability for failure to pay all wages owed each payday or upon separation of employment.

25. As a result of the foregoing issues, and because in certain pay periods Louis Vuitton failed to include the total hours worked and the hourly rate in effect along with the corresponding number of hours worked at each rate, Louis Vuitton has provided inaccurate and non-compliant wage statements to the aggrieved employees.

26. Through this action, Plaintiff seeks to enforce the rights of the State of California, through the LWDA, to enforce the Labor Code and collect civil penalties for Louis Vuitton's Labor Code violations.

FIRST CAUSE OF ACTION

MINIMUM WAGE VIOLATIONS

Violation of Labor Code §§ 1194, 1194.2 and 1197

(All Claims Alleged by Plaintiff and Class Members Against All Defendants)

27. All outside paragraphs of this Complaint are incorporated into this section.

28. This cause of action is brought pursuant to the IWC Wage Orders and Labor Code §§ 1182.12, 1194, 1194.2, 1197, 1197.1 and 1198 and the IWC Wage Orders (the "Hours and Days of Work" and "Minimum Wages" sections of the applicable orders), which require non-exempt employees be timely paid at least the state or local minimum wage (if higher) for each hour of work, and further provide a private right of action for an employer's failure to pay all minimum wages (plus liquidated damages).

29. Defendants willfully failed in their affirmative obligation to pay Plaintiff and class members at least the lawful minimum wage for each hour worked in violation of Labor Code sections 1182.12, 1194, 1194.2, 1197, 1197.1 and 1198 and the IWC Wage Orders (the "Hours and Days of Work" and "Minimum Wages" sections of the applicable orders), including payment at the lawful

1 local and county minimum wage ordinances in effect. As a result, Defendants are liable for all
2 associated damages, including liquidated damages for the minimum wage violations pursuant to Labor
3 Code § 1194.2.

4 30. Defendants' unlawful acts and omissions deprived Plaintiff and class members of
5 minimum, regular and overtime wages in amounts to be determined at trial. Plaintiff and class
6 members are entitled to recover the full amount of the unpaid wages, plus liquidated damages in an
7 amount equal to the wages unlawfully unpaid (and interest thereon), in addition to interest, attorneys'
8 fees, and costs to the extent permitted by law, including under Labor Code sections 1194 and 1194.2.

9 **SECOND CAUSE OF ACTION**

10 **FAILURE TO PAY ALL OVERTIME WAGES**

11 **Violation of Labor Code §§ 510 and 1194**

12 31. All outside paragraphs of this Complaint are incorporated into this section.

13 32. This cause of action is brought pursuant to the IWC Wage Orders and Labor Code
14 §§ 204, 510, 558, 1194, and 1198, which require non-exempt employees be timely paid overtime
15 wages all overtime hours worked, and which further provide a private right of action for an employer's
16 failure to pay all overtime compensation for overtime hours worked.

17 33. Defendants failed in their affirmative obligation to pay Plaintiff and class members no
18 less than one and one-half times their respective "regular rate of pay" for all hours worked in excess
19 of eight hours in one day, 40 hours in one week, or the first eight hours worked on the seventh day of
20 work in any one workweek, and no less than twice their respective "regular rate of pay" for all hours
21 over 12 hours in one day and any work in excess of eight hours on any seventh day of a workweek for
22 such hours worked, in violation of Labor Code sections 204, 510, 558, 1194, and 1198 and the IWC
23 Wage Orders (the "Hours and Days of Work" sections of the applicable orders).

24 34. Plaintiff and class members are entitled to recover the full amount of the unpaid
25 overtime, in addition to interest, statutory and civil penalties, and attorneys' fees, and costs to the
26 extent permitted by law.

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1 41. This cause of action is brought pursuant to the IWC Wage Orders and Labor Code
2 §§ 226.7 and 516, which require non-exempt employees be authorized to take complaint rest periods
3 (or rest period premiums in lieu thereof), and which further provide a private right of action for an
4 employer's failure to lawfully provide all rest periods and/or pay rest period premiums at the lawful
5 regular rate of compensation.

6 42. Defendants willfully failed in their affirmative obligation to consistently authorize and
7 permit Plaintiff and class members to receive compliant, duty-free rest periods of not less than ten
8 (10) minutes for every four hours worked (or major fraction thereof) in violation of Labor Code
9 sections 226.7, 516, 558, and 1198 and the IWC Wage Orders (the "Rest Periods" sections of the
10 applicable orders).

11 43. Further, Defendants willfully failed in their affirmative obligation to consistently pay
12 Plaintiff and class members one additional hour of pay at the respective regular rate of compensation
13 for each workday that a fully compliant rest period was not provided, in violation of Labor Code
14 sections 226.7, 516, 558, and 1198 and the IWC Wage Orders.

15 **FIFTH CAUSE OF ACTION**

16 **FAILURE TO PAY ALL PAID SICK LEAVE WAGES**

17 **Violation of Labor Code §§ 200, 218, 246 *et seq.***

18 44. All outside paragraphs of this Complaint are incorporated into this section.

19 45. Defendants knowingly and intentionally failed in their affirmative obligation to pay
20 sick leave wages to Plaintiff and a paid sick leave subclass in violation of Labor Code section 246
21 *et seq.* Paid sick leave earnings constitute wages for purposes of California wage and hour law.
22 (*Murphy v. Kenneth Cole Productions, Inc.* (2007) 40 Cal.4th 1094, 1103 ["Courts have recognized
23 that 'wages' also include those benefits to which an employee is entitled as a part of his or her
24 compensation, including money, room, board, clothing, vacation pay, and sick pay"].)

25 46. Labor Code section 246(l) governs how Defendants were required to calculate paid sick
26 leave:
27
28

[A]n employer shall calculate paid sick leave using any of the following calculations:

(1) Paid sick time for nonexempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek.

(2) Paid sick time for nonexempt employees shall be calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment.

(3) Paid sick time for exempt employees shall be calculated in the same manner as the employer calculates wages for other forms of paid leave time.

47. Defendants failed to pay Plaintiff and class members their paid sick leave wages at one of the lawful rates set forth in the statute because Defendants failed to include in their sick leave calculation the additional remuneration received by Plaintiff and class members.

48. Furthermore, to the extent the paid sick leave paid constitutes Covid-related paid sick leave, Defendants knowingly and intentionally failed in their affirmative obligation to pay Covid-19 Supplemental Sick Leave wages to class members at the correct rate in violation of Labor Code sections 246, 248.1, 248.2, and 248 *et seq.*

49. Pursuant to Labor Code section 248.1, Defendants were required to provide up to 80 hours of Covid-19 Supplemental Paid Sick Leave to employees for the period of April 20, 2020 to December 31, 2020. Labor Code section 248.2 required Defendants to provide up to 80 hours of Covid-19 Supplemental Paid Sick Leave for the period of January 1, 2021 through at least September 30, 2021. Labor Code section 248.6 extended Covid sick leave protections and requires employers to provide up to 80 hours of Covid-19 Supplemental Paid Sick Leave for the period of January 1, 2022 to September 30, 2022, and may be extended thereafter.

50. Under Labor Code section 248.1, employees must be paid for Covid-19 Supplemental Paid Sick Leave at the highest of the following: (1) the regular rate of pay for the last pay period, (2) state minimum wage, (3) local minimum wage.

1 51. Under Labor Code section 248.2, non-exempt employees must be paid supplemental
2 paid sick leave according to the highest of the following four methods:

3 (I) Calculated in the same manner as the regular rate of pay for the workweek in which
4 the covered employee uses COVID-19 supplemental paid sick leave, whether or not
5 the employee actually works overtime in that workweek.

6 (II) Calculated by dividing the covered employee's total wages, not including
7 overtime premium pay, by the employee's total hours worked in the full pay periods
8 of the prior 90 days of employment.

9 (III) The state minimum wage.

10 (IV) The local minimum wage to which the covered employee is entitled.

11 52. Labor Code section 248.6 requires employers to pay supplemental sick leave using
12 either method (I) or (II), as identified above.

13 53. On information and belief, Defendants failed to pay Covid-19 Supplemental Sick
14 Leave in the manner described above because Defendants failed to include in their sick leave
15 calculation the additional remuneration received by class members.

16 54. As a result, Defendants violated the Labor Code and are liable to Plaintiff and class
17 members for underpaid sick leave wages, in addition to interest, attorneys' fees, and costs.

18 **SIXTH CAUSE OF ACTION**

19 **UNTIMELY PAYMENT OF WAGES**

20 **Violation of Labor Code §§ 204, 210, 218**

21 55. All outside paragraphs of this Complaint are incorporated into this section.

22 56. This cause of action is brought pursuant to the IWC Wage Orders and Labor Code
23 §§ 204, 204b, and 210 which require non-exempt employees be timely paid all wages owed each pay
24 period, and which further provide a private right of action for an employer's failure to comply with
25 this obligation. Labor Code § 218 authorizes individuals to sue directly for wages and penalties due
26 under these sections, including Labor Code § 210(c)'s statutory late payment penalties.

27 57. Defendants willfully failed in their affirmative obligation to timely pay all wages,
28 including paid sick leave and meal and rest premiums, earned by Plaintiff and class members twice

1 during each calendar month on days designated in advance by the employer as regular paydays (for
2 employees paid on a non-weekly basis) and on the regularly-scheduled weekly payday for weekly
3 employees, if any, in violation of Labor Code sections 204 and 204b and the IWC Wage Orders (the
4 “Minimum Wages” sections of the applicable orders).

5 58. Plaintiff and class members are entitled to recover the full amount of the unpaid wages,
6 in addition to a statutory penalty in the amount of \$100 for the initial violation for each failure to pay
7 each employee and \$200 for all subsequent violations and for all willful or intentional violations for
8 each failure to pay each employee, plus 25 percent of the amount unlawfully withheld under provided
9 in Labor Code § 210, in addition to interest, attorneys’ fees, and costs to the extent permitted by law.

10 **SEVENTH CAUSE OF ACTION**

11 **WAGE STATEMENT VIOLATIONS**

12 **Violation of Labor Code § 226**

13 59. All outside paragraphs of this Complaint are incorporated into this section.

14 60. This cause of action is brought by a wage statement subclass pursuant to Labor Code
15 § 226(a) which requires non-exempt employees be provided accurate itemized wage statements each
16 pay period, and which further provide a private right of action for an employer’s failure to comply
17 with this obligation.

18 61. Defendants knowingly and intentionally failed in their affirmative obligation to provide
19 accurate itemized wage statements to Plaintiff and class members resulting in injury to Plaintiff and
20 class members. Specifically, the wage statements issued to Plaintiff and class members did not
21 accurately state each pay period all of the information required by Labor Code § 226(a)(1)-(9).

22 62. Defendants’ unlawful acts and omissions deprived Plaintiff and class members of
23 accurate itemized wage statements, causing confusion and concealing wage and premium
24 underpayments.

25 63. As a result, Plaintiff and class members are entitled to recover the statutory penalty of
26 \$50 per employee for the initial pay period in which a violation occurred and \$100 per employee for
27 each violation in a subsequent pay period, up to an aggregate penalty of \$4,000 per employee, in
28

1 addition to interest, attorneys' fees, and costs to the extent permitted by law, including under Labor
2 Code section 226(e).

3 **EIGHTH CAUSE OF ACTION**

4 **WAITING TIME PENALTIES**

5 **Violation of Labor Code §§ 201 *et seq.***

6 64. All outside paragraphs of this Complaint are incorporated into this section.

7 65. This cause of action is brought by a waiting time subclass pursuant to Labor Code
8 §§ 201 through 203, which require an employer to timely pay all wages earned upon termination of
9 employment, and which further provide a private right of action to recover statutory waiting time
10 penalties each day an employer fails to comply with this obligation, up to a maximum of 30 days
11 wages.

12 66. Defendants willfully failed and continue to fail in their affirmative obligation to pay all
13 wages earned and unpaid to Plaintiff and class members immediately upon termination of employment
14 or within 72 hours thereafter for employees who did not provide at least 72 hours prior notice of his
15 or her intention to quit, and further failed to pay those sums for 30 days thereafter in violation of Labor
16 Code sections 201 through 203 and the IWC Wage Orders.

17 67. Plaintiff and class members are entitled to recover a waiting time penalty for a period
18 of up to 30 days, in addition to interest, attorneys' fees, and costs to the extent permitted by law.

19 **NINTH CAUSE OF ACTION**

20 **FAILURE TO PROVIDE RECORDS**

21 **Violation of Labor Code §§ 226, 432, and 1198.5**

22 68. All outside paragraphs of this Complaint are incorporated into this section.

23 69. Labor Code section 432 states that [i]f an employee. . . signs any instrument relating to
24 the obtaining or holding of employment, he shall be given a copy of the instrument upon request."

25 70. Labor Code section 226(b) grants employees the right to inspect or receive "a copy of
26 records pertaining to their employment." Labor Code section 226(f) authorizes a penalty of \$750 for
27 an employer's failure to comply with a request for records made under section 226.

71. Labor Code section 1198.5 requires employers to provide an employee’s “personnel records” within 30 days of receipt of the request. Section 1198.5(k) authorizes a penalty of \$750 for an employer’s failure to provide a copy of or permit inspection of personnel records. Section 1198.5(l) allows an employee to seek injunctive relief to obtain an employer’s compliance with this section and authorizes the recovery of attorneys’ fees and costs.

72. Section 7 (Records) of the IWC Wage Orders, which may be enforced through Labor Code section 1198, requires that employers maintain time records of when an employee begins and ends each work period and when the employee takes meal periods, among other required employment and payroll records. Section 7(C) states that “[a]n employee’s records shall be made available for inspection by the employee upon reasonable request.”

73. Plaintiff requested from Defendants all records due under the IWC Wage Orders (including the Records sections) and Labor Code sections 226, 432, and 1198.5. In response, Defendants failed to provide Plaintiff's timecards. Plaintiff alleges this practice occurred with respect to other employees as well during the class period.

74. Defendants' unlawful acts and omissions deprived Plaintiff and class members of the ability to review the documents they received during their employment and to inspect and reconcile their actual time worked with the ultimate pay they received on their wage statements. Plaintiff is entitled to recover the penalties and injunctive relief, in addition to interest, attorneys' fees, and costs to the extent permitted by law, including under Code of Civil Procedure section 1021.5, and Labor Code sections 226 and 1198.5.

TENTH CAUSE OF ACTION

UNFAIR COMPETITION

Violation of Business and Professions Code §§ 17200 *et seq.*

75. All outside paragraphs of this Complaint are incorporated into this section.

76. Defendants have engaged and continue to engage in unfair and/or unlawful business practices in the State of California in violation of California Business and Professions Code § 17200 by committing the foregoing wage and hour violations alleged throughout this Complaint.

77. Defendants' dependance on these unfair and/or unlawful business practices deprived Plaintiff and continue to deprive other class members of compensation to which they are legally entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage to Defendants over competitors who have been and/or are currently employing workers in compliance with California's wage and hour laws. These failures constitute unlawful, deceptive, and unfair business acts and practices in violation of Business and Professions Code section 17200 *et seq.*

78. Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged in this Complaint, and Plaintiff, as an individual and on behalf of others similarly situated, seeks full restitution of the moneys as necessary and according to proof to restore all monies withheld, acquired, and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

79. Plaintiff does not have an adequate remedy at law for past or future violations, to the extent the statute of limitations on each of the alleged causes of action do not extend to the limitation provided under the UCL or to the extent the underlying Labor Code and IWC Wage Order violations do not provide a private right of action.

80. Plaintiff and class members are entitled to injunctive relief against Defendants, restitution, and other equitable relief to return all funds over which Plaintiff and class members have an ownership interest and to prevent future damage and the public interest under Business and Professions Code § 17200 *et seq.* Plaintiff and class members are further entitled to recover interest, attorneys' fees, and costs to the extent permitted by law, including under Code of Civil Procedure § 1021.5.

ELEVENTH CAUSE OF ACTION

CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT

Violation of Labor Code §§ 2698 *et seq.*

(By Plaintiff on Behalf of the State and the Aggrieved Employees Against All Defendants)

81. All outside paragraphs of this Complaint are incorporated into this section.

82. Plaintiff brings this cause of action as a proxy for the State of California on behalf of the following “aggrieved employees” pursuant to the Private Attorneys General Act (“PAGA”), codified as Labor Code section 2698 *et seq.*:

1 a. All current and former non-exempt employees who worked for Defendants in
2 California at any time from one year prior to the postmark date of the initial
3 PAGA notice through date of trial.

4 83. Plaintiff reserves the right to amend, supplement, or add to this description of the
5 aggrieved employees, according to proof.

6 84. The State of California, via the Labor and Workforce Development Agency
7 (“LWDA”), is the real party in interest in this action with respect to this cause of action. (*Kim v. Reins*
8 *Int’l California, Inc.* (2020) 9 Cal. 5th 73, 81 [The “government entity on whose behalf the plaintiff
9 files suit is always the real party in interest.”])

10 85. Labor Code section 2699(a) provides: “Notwithstanding any other provision of law,,
11 any provision of this code that provides for a civil penalty to be assessed and collected by the Labor
12 and Workforce Development Agency or any of its departments, divisions, commissions, boards,
13 agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil
14 action brought by an aggrieved employee on behalf of himself or herself and other current or former
15 employees pursuant to the procedures specified in Section 2699.3.”

16 86. Labor Code section 2699(f) provides: “For all provisions of this code except those for
17 which a civil penalty is specifically provided, there is established a civil penalty for a violation of these
18 provisions, as follows: ... (2) If, at the time of the alleged violation, the person employs one or more
19 employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee per pay period
20 for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for
21 each subsequent violation.”

22 87. Any allegations regarding violations of the IWC Wage Orders are enforceable as
23 violations of Labor Code section 1198, which states: “[t]he employment of any employee for longer
24 hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.”

25 88. Labor Code section 2699.3 sets forth the procedure for commencing an action for civil
26 penalties under the PAGA.

27 89. On or about **August 24, 2022**, Plaintiff paid the requisite PAGA filing fee and provided
28 written notice (by online electronic filing with the LWDA and by certified mail to Defendants) of

Defendants' alleged Labor Code violations, including the facts and theories to support the alleged violations.

90. A true and correct copy of Plaintiff's written PAGA notice, entitled "Notice of Labor Code Violations" is attached hereto as Exhibit 1 and incorporated by reference as though fully set forth herein (the "PAGA notice").

91. To date, neither Plaintiff nor Plaintiff's counsel has received a response to Plaintiff's written PAGA notice from the LWDA.

92. Within 33 calendar days of the postmark date of the notice sent by Plaintiff, neither Plaintiff nor Plaintiff's counsel has received written notice by certified mail from any defendant providing a description of any actions taken to cure the alleged violations.

93. Now that at least 65 days have passed from Plaintiff notifying Defendants of these violations, without notice of cure from Defendants or notice from the LWDA of its intent to investigate the alleged allegations and issue the appropriate citations to Defendants, Plaintiff exhausted all prerequisites and commenced this civil action under Labor Code section 2699 *et seq.*

94. As set forth in the PAGA notice attached as Exhibit 1 and incorporated into this Complaint, Defendants committed the following violations and are liable for all corresponding civil penalties:

- a. ***Unpaid Hours Worked/Minimum Wage.*** Violation of Labor Code §§ 1194, 1197, 1198; IWC Wage Orders.
- b. ***Unpaid Overtime.*** Violation of Labor Code §§ 510, 1194, 1198; IWC Wage Orders.
- c. ***Unpaid Paid Sick Leave.*** Violation of Labor Code §§ 246 through 248.7.
- d. ***Unpaid Meal Period Premium Wages.*** Violation of Labor Code §§ 226.7, 512, 1198; IWC Wage Orders.
- e. ***Unpaid Rest Period Premium Wages.*** Violation of Labor Code §§ 226.7, 516, 1198; IWC Wage Orders.
- f. ***Untimely Payment of Wages During Employment.*** Violation of Labor Code §§ 204, 204b, 210.

- g. ***Untimely Payment of Wages Upon Separation of Employment.*** Violation of Labor Code §§ 201, 202, 203, 256.
- h. ***Non-Compliant Wage Statements.*** Violation of Labor Code §§ 226, 226.3.
- i. ***Failure to Provide Employee Records.*** Violation of Labor Code §§ 226, 432, 1174, 1198.5; IWC Wage Orders.
- j. ***Failure to Maintain Accurate Records.*** Violation of Labor Code § 1174; IWC Wage Orders.
- k. ***Failure to Provide Written Commission Agreement.*** Violation of Labor Code § 2751.

95. Plaintiff seeks to collect all recoverable civil penalties for the Labor Code violations alleged in this Complaint and the PAGA notice (including amendments thereto) against Defendants pursuant to Labor Code section 2699(a) and (f), in addition to attorneys' fees, costs, and interest to the extent permitted by law, including under Labor Code section 2699(g).

PRAYER

Plaintiff prays for judgment as follows:

- a. For certification of this action as a class action;
- b. For appointment of Plaintiff as the class representative;
- c. For appointment of above-captioned counsel for Plaintiff as Class Counsel;
- d. For division of class members into appropriate classes and/or subclasses according to proof;
- e. For recovery of all statutory penalties and liquidated damages;
- f. For disgorgement of all amounts wrongfully obtained to the extent permitted by law;
- g. For restitution and injunctive relief;
- h. For attorneys' fees and costs of suit, including expert fees, to the extent permitted by law, including (without limitation) under Labor Code §§ 218.5, 226, and 1194..
- i. For recovery of damages in amount according to proof;
- j. For all recoverable pre- and post-judgment interest;
- k. For this action to be maintained as a representative action under the PAGA;

EXHIBIT 1

Notice of Labor Code Violations

FERRARO VEGA

SAN DIEGO EMPLOYMENT LAWYERS

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San Diego, California 92108

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Facsimile: 619-350-6855
www.ferrarovega.com

August 24, 2022

NOTICE OF LABOR CODE VIOLATIONS
CALIFORNIA LABOR CODE SECTIONS 2698 *et seq.*

VIA EMAIL & CERTIFIED U.S. MAIL

- Electronic Return Receipt -

Louis Vuitton USA, Inc.
1 East 57th Street, 10th Floor
New York, New York 10022

- PAGA Notice & Filing Fee -
Submitted electronically to the California
Labor and Workforce Development
Agency on **08/24/2022**

Dear Labor Enforcement Officer and Company Representatives:

This letter serves as written notice on behalf of MARIANA ROBLES (“Claimant”), and all other “aggrieved employees” under California Labor Code section 2699.3 against LOUIS VUITTON USA, INC., along with any other related employer entities, including those who may be later added upon further investigation (collectively, “Defendants”).

If the California Labor and Workforce Development Agency (“LWDA”) does not investigate the facts, allegations, and violations set forth in this notice within the statutorily prescribed period under Labor Code section 2699.3, Claimant shall seek and recover civil penalties as a proxy and agent of the State of California on behalf of other aggrieved employees under the California Private Attorneys General Act (“PAGA”).

“PAGA allows an ‘aggrieved employee’—a person affected by at least one Labor Code violation committed by an employer—to pursue penalties for all the Labor Code violations committed by that employer.” *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal. App. 5th 745, 751; *see also Kim v. Reins International California, Inc.* (2020) 9 Cal. 73, 79.

FACTUAL STATEMENT

Defendants comprise the French luxury fashion house specializing in the manufacturing and sale of leather goods. Defendants employ aggrieved employees like Claimant in the State of California (including San Diego County) in hourly, non-exempt positions where employees are entitled to wage and hour protections under the California Labor Code and IWC Wage Orders.

Defendants engaged, suffered and permitted Claimant and the other “aggrieved employees,” as defined below, to work, exercised control over their respective wages, hours, and working conditions, and at all times were an agent and/or ostensible agent of any other employers, and the joint employer of Claimant and the aggrieved employees. Defendants legally employed Claimant and the other aggrieved employees under California law.

Additionally, Defendants and their agents remain liable under Labor Code sections 558, 558.1, 1197.1 and 2699 *et seq.* based on the acts and omissions set forth herein.

Claimant MARIANA ROBLES worked for Defendants from November 2015 to June 2022. Claimant worked in a sales position. Throughout her employment, Claimant worked as an hourly, non-exempt employee and earned bonuses and commissions.

Through this notice, Claimant informs the LWDA of the Labor Code violations set forth herein. The aggrieved employees who Claimant seeks to represent include the following individuals:

All current and former non-exempt hourly employees who worked for Defendants in the State of California during the one-year period preceding the date of this notice through the current date and the date of final judgment in any pending action (the “aggrieved employees” and the “PAGA Period”).

Claimant seeks all recoverable civil penalties for Defendants’ violations and reserves the right to supplement this notice as further investigation is completed and further facts, witnesses, and violations are uncovered. Claimant reserves the right to expand or narrow the definition of the “aggrieved employees” in the forthcoming civil action.

Overtime and Minimum Wage Violations

Violation of Labor Code §§ 200, 201-204, 210, 510, 558, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199; IWC Wage Orders

Defendants failed to pay overtime based on the lawful regular rate of pay, in violation of Labor Code sections 201-204, 210, 510, 558, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, applicable local minimum wage ordinances, and the related sections of the applicable IWC Wage Orders, including sections 3 and 4.

Claimant and the aggrieved employees were not paid at their lawful overtime rate (*i.e.*, time and a half or double time based on their regular rate of pay) for all overtime hours worked in excess of 8 hours in a workday, 40 hours in a workweek, or for any hours on any seventh consecutive day of work, to the extent Claimant or other aggrieved worked on a seventh consecutive workday or other such hours as further investigation may reveal.

Labor Code section 204(a) states that all wages earned are due and payable twice during each calendar month on days designated in advance by the employer as regular pay days. Overtime

wages are to be paid no later than the payday for the next regular payroll period. (Labor Code § 204(b)(1).) Labor Code § 210 states that, “every person who fails to pay the wages of an employee as provided in Section...204...shall be subject to a civil penalty” of \$100 for an initial violation and \$200 plus 25% of the amount unlawfully withheld for a subsequent violation.

Labor Code section 510 requires “[a]ny work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee;” and “any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee;” and “any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.”

Labor Code sections 558 and 1197.1 contain civil penalties for violating this provision of those provisions of the IWC Wage Orders, including sections 3 and 4 and the standing Minimum Wage Order. Labor Code section prohibits payment of a wage less than the legal overtime compensation applicable to the employee. Labor Code section 1198 renders “employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the [IWC Wage Orders]” unlawful and Labor Code section 1199 renders payment of wages contrary to the forging Labor Code and Wage Order provisions unlawful.

When Claimant and the aggrieved employees worked overtime, Defendants failed to pay the overtime at the “regular rate of pay.” Defendants paid Claimant and the aggrieved employees sales commissions, bonuses, and other forms of remuneration that Defendants failed to include in the “regular rate of pay” when employees earned overtime. Defendants paid overtime and doubletime to Claimant and the aggrieved employees at 1.5x and 2x their base hourly rate. For each overtime hour worked during the period in which Claimant and the aggrieved employees earned sales commissions and bonuses, Defendants should have (but failed to) pay overtime “at the rate of no less than ***one and one-half times the regular rate of pay*** for an employee” and “***twice*** the regular rate of pay” for double time hours as required by the plain language of Labor Code section 510(a) and the IWC Wage Orders. An illustrative example of the regular rate of pay violation is found on Claimant’s pay statements for the pay period from March 20, 2022 to April 2, 2022:

Louis Vuitton USA Inc.
1 East 57th Street
11th Floor
New York, NY 10022
917-281-2065

Pay Statement
Period Start Date 03/20/2022
Period End Date 04/02/2022
Pay Date 04/08/2022
Document 667801
Net Pay \$970.99

Pay Details

Mariana Alejandra Robles Lugo	Employee Number	202371	Location	LV Fash Valley S Diego	Federal Income Tax	\$ 1
	SSN	xxxxxx000	Bus Group	LV - Louis Vuitton	CA State Income Tax (Residence)	\$ 1
	Job	Client Advisor	Dept/Sc/Tr	L10500 - UPV-LV FASHION VALLEY	CA State Income Tax (Work)	\$ 1
	Hourly Rate	\$25.75	Region	WESTC - West Coast		
	Pay Frequency	Biweekly	GL Dept	L10500 - UPV-LV FASHION VALLEY		

Earnings					Deductions	
Pay Type	Hours	Pay Rate	Current	YTD		Empl
Commission	0.0000	\$0.00	\$0.00	\$4,490.42	Deduction	Pre-Tax
OT Premium	0.0000	\$0.00	\$0.00	\$50.49		Current
Overtime	0.0000	\$34.76	\$34.76	\$34.76	401(k)	Yes
Regular Hrs.	41.5700	\$25.75	\$1,070.43	\$8,099.47	Basic Life	No
Retro Pay	0.0000	\$0.00	\$0.00	\$157.11		\$89.98
Sick Hours	7.0000	\$25.75	\$180.25	\$780.25		\$0.00

Louis Vuitton USA Inc.
1 East 57th Street
11th Floor
New York, NY 10022
917-281-2065

Pay Statement
Period Start Date 03/20/2022
Period End Date 04/02/2022
Pay Date 04/08/2022
Document 667802
Net Pay \$1,074.11

Pay Details

Mariana Alejandra Robles Lugo	Employee Number	202371	Location	LV Fash Valley S Diego	Federal Income Tax	\$ 1
	SSN	xxxxxx000	Bus Group	LV - Louis Vuitton	CA State Income Tax (Residence)	\$ 1
	Job	Client Advisor	Dept/Sc/Tr	L10500 - UPV-LV FASHION VALLEY	CA State Income Tax (Work)	\$ 1
	Hourly Rate	\$25.75	Region	WESTC - West Coast		
	Pay Frequency	Biweekly	GL Dept	L10500 - UPV-LV FASHION VALLEY		

Earnings					Deductions	
Pay Type	Hours	Pay Rate	Current	YTD		Empl
Commission	0.0000	\$0.00	\$1,863.06	\$6,353.48	Deduction	Pre-Tax
OT Premium	0.0000	\$0.00	\$0.00	\$50.49		Current
Overtime	0.0000	\$0.00	\$0.00	\$34.76	401(k)	Yes
Regular Hrs.	0.0000	\$0.00	\$0.00	\$8,099.47	Basic Life	No
Retro Pay	0.0000	\$0.00	\$0.00	\$157.11		\$130.41
Sick Hours	0.0000	\$0.00	\$0.00	\$780.25		\$0.00

Extract from Claimant's Pay Statements for the Pay Period from 03/20/2022 to 04/02/2022

During this pay period, Claimant earned a commission of \$1,863.06, but that amount was not factored into her overtime rate, as she was instead paid at a rate of 1.5x the base rate rather than 1.5x the regular rate of pay. Defendants committed this same "regular rate of pay" violation against the other aggrieved employees as well, when employees earned forms of pay like bonuses and commissions required to be included in the regular rate but were not, as a matter of payroll administration and company policy. This resulted in significant underpayments of wages to employees.

Moreover, as explained below, Defendants engaged in a practice of adjusting time records for meal periods that were late, short, or missed altogether. As a result, Defendants underpaid minimum wages for those hours worked (but reduced) on account of Defendants' practice of editing time to reflect unpaid meal period hours when in fact such time was compensable hours worked.

As a result, Claimant may recover civil penalties on behalf of herself, the State of California and the aggrieved employees as provided under Labor Code §§ 225.5 (\$100/\$200), 558

(\$50/\$100), 1197.1 (\$100/\$250) and 2699 (\$100/\$200) per violation per pay period per employee, along with all other civil penalties permitted by law.

Underpaid Paid Sick Leave
Violation of Labor Code §§ 246 through 248.5

Defendants violated Labor Code section 246 because they failed to calculate and pay Claimant and the aggrieved employees paid sick leave at an hourly rate using one of the three permissible methods of calculation set forth in Labor Code sections 246(l)(1) to (3). Under Labor Code section 246 *et seq.*, employers are required to provide paid sick leave to all employees. Employers have the option of providing 24 hours of paid sick leave to employees or to allow employees to accrue paid sick leave each pay period. Cal. Lab. Code § 246. If an employer chooses the accrual method, employees must accrue sick leave at a rate of one (1) hour for every thirty (30) hours worked in a given pay period. Cal. Lab. Code § 246(b)(1). Under the accrual method, employees must begin accruing paid sick leave at the commencement of employment. Cal. Lab. Code § 246(b)(1).

Additionally, employers are required to pay sick leave in accordance with one of the permissible methods provided in Labor Code § 246(l)(1)-(3):

(l) For the purposes of this section, an employer shall calculate paid sick leave using any of the following calculations:

(1) Paid sick time for nonexempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek.

(2) Paid sick time for nonexempt employees shall be calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment.

(3) Paid sick time for exempt employees shall be calculated in the same manner as the employer calculates wages for other forms of paid leave time.

The third option is not applicable because this case involves non-exempt employees. Defendants were required to pay paid sick time under the method set forth in options one or two.

As an initial matter, Claimant is informed, believes, and alleges that Defendants failed to provide paid sick leave in accordance with California law, rendering Defendants liable for an associated civil penalty with respect to every employee and every pay period during the PAGA period. Moreover, Defendants failed to maintain the records required by Labor Code § 246 *et seq.* with respect to the paid sick leave.

However, to the extent paid, Defendants paid sick leave at employees' base hourly rate of pay and failed to factor in bonuses, commissions and/or other forms of remuneration. Specifically, Defendants did not pay paid sick leave "in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick leave, whether or not the employee actually works overtime in that workweek," as the regular rate should have included commission wages for the reasons aforementioned. Additionally, Defendants did not use the second method permitted under Labor Code § 246 by dividing the employee's total wages by total hours worked in the full pay periods of the prior 90 days, as such calculation would have resulted in a paid sick leave rate higher than the base rate at which Claimant was paid. An example of this can be seen in Claimant's pay statements for the pay period from December 26, 2021 to January 08, 2022, which show that Claimant was paid sick leave at her base hourly rate of \$25.00 even though she earned \$1,639.69 in commissions during the same pay period.

Louis Vuitton USA Inc 1 East 57th Street 11th Floor New York, NY 10022 917-281-2055					Pay Statement Period Start Date 12/26/2021 Period End Date 01/08/2022 Pay Date 01/14/2022 Document 631671 Net Pay \$1,016.32				
Pay Details									
Mariana Alejandra Robles Lugo USA			Employee Number: 202371 SSN: xxxxxxxx Job: Client Advisor Hourly Rate: \$25.00 Pay Frequency: Biweekly		Location: LV Fash Valley S Diego Bus Group: LV - Louis Vuitton Dept/St/Tr: L10500 - UPV-LV FASHION VALLEY Region: WESTC - West Coast GL Dept: L10500 - UPV-LV FASHION VALLEY			Federal Income Tax \$ -1 CA State Income Tax (Residence) \$ -1 CA State Income Tax (Work) \$ -1	
Earnings					Deductions				
Pay Type	Hours	Pay Rate	Current	YTD	Earnings				
Commission	0.0000	\$0.00	\$1,639.69	\$1,639.69	Deduction Pre-Tax				
OT Premium	0.0000	\$0.00	\$1.51	\$1.51	401(k) Yes				
Regular Hrs.	0.0000	\$0.00	\$0.00	\$931.50	Basic Life No				
Sick Hours	0.0000	\$0.00	\$0.00	\$200.00					

Louis Vuitton USA Inc 1 East 57th Street 11th Floor New York, NY 10022 917-281-2055					Pay Statement Period Start Date 12/26/2021 Period End Date 01/08/2022 Pay Date 01/14/2022 Document 631670 Net Pay \$864.77				
Pay Details									
Mariana Alejandra Robles Lugo USA		Employee Number 202371 SSN xxxxxxxx Job Client Advisor Hourly Rate \$25.00 Pay Frequency Biweekly		Location LV Fash Valley S Diego Bus Group LV - Louis Vuitton Dept/St/Tr L10500 - UPV-LV FASHION VALLEY Region WESTC - West Coast GL Dept L10500 - UPV-LV FASHION VALLEY			Federal Income Tax \$ -1 CA State Income Tax (Residence) \$ -1 CA State Income Tax (Work) \$ -1		
Earnings					Deductions				
Pay Type	Hours		Pay Rate	Current	YTD	Election		Pre-Tax	Current
Regular Hrs.	37.2600		\$25.00	\$931.50	\$931.50				
Sick Hours	8.0000		\$25.00	\$200.00	\$200.00				
						401(k)		Yes	\$79.21
						Basic Life		No	\$0.00

Extracts from Claimant's Pay Statements for the Pay Period 12/26/2021 to 01/08/2022

The failure to calculate and pay paid sick leave at one of the lawful rates set forth in Labor Code § 246(1)(1)-(3) was applied as a matter of common policy and practice to Claimant and the aggrieved employees in those pay periods where they earned additional payments, bonuses, commissions, or other forms of non-excludable remuneration and also received paid sick leave.

As a result, Claimant may recover civil penalties on behalf of herself, the State of California and the aggrieved employees as provided under Labor Code § 2699 (\$100/\$200) per violation per pay period per employee, along with all other civil penalties permitted by law. Claimant is also entitled to penalties under Labor Code section 248.5.

Underpaid Covid Supplemental Paid Sick Leave
Violation of Labor Code §§ 246 through 248.6

Defendants violated Labor Code section 248.2 and 248.6 because they failed to provide Claimant and the aggrieved employees paid sick leave at the lawful hourly rate. Labor Code 248.2 required employers to provide up to 80 hours of Covid-19 Supplemental Paid Sick Leave for the period of January 1, 2021 through September 30, 2021. Labor Code section 248.6 extended Covid sick leave protections and requires employers to provide up to 80 hours of Covid-19 Supplemental Paid Sick Leave for the period of January 1, 2022 to September 30, 2022, and may be extended thereafter. Employers must comply with the calculation and payment methods of these Covid supplemental sick leave laws.

Under Labor Code sections 248.2, non-exempt employees must be paid supplemental paid sick leave according to the highest of the following four methods:

- (I) Calculated in the same manner as the regular rate of pay for the workweek in which the covered employee uses COVID-19 supplemental paid sick leave, whether or not the employee actually works overtime in that workweek.
- (II) Calculated by dividing the covered employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment.
- (III) The state minimum wage.
- (IV) The local minimum wage to which the covered employee is entitled.

Labor Code section 248.6 requires employers to pay supplemental sick leave using either method I or II identified above.

On information and belief, Defendants violated California law by failing to pay Covid-19 Supplemental Paid Sick Leave at a rate authorized by statute. As explained in the section above, Defendants failed to pay Covid-19 supplemental sick leave at the correct rate because they failed to take into account employees' bonuses, commissions, and other remuneration. The failure to calculate and pay paid sick leave at one of the lawful rates set forth in Labor Code §§ 248.2 and 248.6 was applied as a matter of common policy and practice to Claimant and the aggrieved employees. Defendants further failed to maintain the proper records required by the paid sick leave statutes.

As a result, Claimant may recover civil penalties on behalf of herself, the State of California and the aggrieved employees as provided under Labor Code § 2699 (\$100/\$200) per violation

per pay period per employee, along with all other civil penalties permitted by law. Claimant is also entitled to penalties under Labor Code section 248.5.

Underpaid Meal Period Premiums
Violation of Labor Code §§ 226.7, 512, 1198; IWC Wage Orders

Defendants failed to pay meal period premiums at the lawful regular rate of compensation to Claimant and other aggrieved employees in violation of Labor Code sections 226.7, 512 and 1198, and the related sections of the IWC Wage Orders, including section 11.

Labor Code section 512 requires that employers provide a 30-minute, uninterrupted meal period after no more than five hours of work and a second meal period after no more than 10 hours of work. *See Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal. 4th 1004, 1049. Labor Code section 226.7 requires that if a meal period is late, missed, short, or interrupted, the employer must pay for an hour of pay at the employee's "regular rate" of compensation. *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal. 5th 858, 862 ("We hold that the terms are synonymous: "regular rate of compensation" under section 226.7(c), like "regular rate of pay" under section 510(a), encompasses all nondiscretionary payments, not just hourly wages"). "[T]ime records showing noncompliant meal periods raise a rebuttable presumption of meal period violations, including at the summary judgment stage." *Donohue v. AMN Services, LLC* (2021) 11 Cal. 5th 58, 61. Labor Code section 1198 renders "employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the [IWC Wage Orders]" unlawful.

On information and belief, Defendants failed to provide compliant first and second meal periods to Claimant and the aggrieved employees. When Defendants did not provide compliant meal periods, Defendants failed to pay Claimant and other aggrieved employees a meal period premium in violation of Labor Code section 226.7. To the extent Defendants paid any meal period premiums, the premiums were not paid at the "regular rate of compensation" because the premium did not factor in sales commissions, bonuses, and other forms of remuneration. Defendants instead paid such premiums at Claimant and the aggrieved employees' base hourly rate, in violation of California law.

Furthermore, Claimant experienced managers and supervisors editing time records to reflect a timely 30-minute meal period when these were actually late, short or missed. Claimant is informed and believes and alleges that these are reflected as a matter of common practice on employee time records through edit reports for herself and for other aggrieved employees. This resulted in unpaid off the clock work during those lunch breaks that were fictitiously entered or adjusted by the company on time records.

As a result, Claimant may recover civil penalties on behalf of herself, the State of California and the aggrieved employees as provided under Labor Code § 2699 (\$100/\$200) per violation per pay period per employee, along with all other civil penalties permitted by law.

Underpaid Rest Period Premiums
Violation of Labor Code §§ 226.7, 516, 1198; IWC Wage Orders

Defendants failed to pay rest period premiums at the lawful regular rate of compensation to Claimant and other aggrieved employees in violation of Labor Code sections 226.7, 516 and 1198, and the related sections of the IWC Wage Orders, including section 12.

Labor Code sections 226.7 and 516, along with the IWC Wage Orders, require that employers authorize and permit a 10-minute, uninterrupted rest period for each four-hour period (or major fraction thereof) that an employee works. Labor Code section 226.7 requires that if a meal period is non-compliant, the employer must pay for an hour of pay at the employee's "regular rate" of compensation. *See Ferrera v. Loews Hollywood Hotel*, 11 Cal. 5th at 862. Labor Code section 1198 renders "employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the [IWC Wage Orders]" unlawful. Defendants required Claimant and other aggrieved employees to effectively waive or otherwise forego their rest periods contrary to the law.

Additionally, given the nature of the work and demands of the job, Claimant and other aggrieved employees regularly worked through 10-minute rest periods without receiving payment of a rest period premium. This was a result of the high volume and customer demands of the sales positions, along with the company's practice of not authorizing or scheduling 10-minute breaks. Defendants had a policy and practice of not paying rest period premiums to employees who were unable to take rest periods. To the extent Defendants ever paid a rest period premium, Defendants violated Labor Code section 226.7 because such premiums were not paid at the regular rate of compensation to aggrieved employees, which would have factored in bonuses, commissions, and other compensation.

As a result, Claimant may recover civil penalties on behalf of herself, the State of California and the aggrieved employees as provided under Labor Code section 2699 (\$100/\$200) per violation per pay period per employee, along with all other civil penalties permitted by law.

Untimely Payment of Wages During Employment
Violation of Labor Code §§ 204, 204b, 210

Defendants violated Labor Code sections 204 and 204b requiring payment of all wages on regularly scheduled paydays with respect to Claimant and other aggrieved employees by failing to pay all wages owed on the regular pay days scheduled each pay period. To the extent that Defendants made or make any retroactive payments to Claimant or other aggrieved employees, such amounts are untimely in violation of these payday statutes.

Because Defendants failed to pay all wages in each pay period in which such wages were earned at the lawful rate for overtime, meal/rest premiums, sick leave, and other forms of remuneration, Defendants violated Labor Code section 204 and/or 204b (for weekly employees), which requires timely payment of wages of wages each regular scheduled pay

period. Labor Code section 204 requires payment of “all wages” for non-exempt employees at least twice each calendar month. Labor Code section 204b applies to employees paid on a weekly basis and also requires the payment for all labor within the required pay periods. Labor Code section 210 provides that, “every person who fails to pay the wages of an employee as provided in Section...204...shall be subject to a civil penalty” of \$100 for an initial violation and \$200 plus 25% of the amount unlawfully withheld for a subsequent violation.

As explained above, Defendants underpaid Claimant and other aggrieved employees’ meal and rest period premiums, sick leave, and overtime wages because these were paid at the employee’s base hourly rate instead of at her regular rate of pay/compensation, leading to Defendants being separately liable for not paying the full amount owed to Claimant and other aggrieved employees each payday in violation of Labor Code sections 204 and/or 204b.

Separately, Defendants failed to timely compensate Claimant, and presumably other aggrieved employees, for work performed during certain pay periods. Defendants failed to timely issue wages and wage statements in accordance with the timing requirements of Labor Code section 204.

As a result, Claimant may recover civil penalties on behalf of herself, the State of California and the aggrieved employees as provided under Labor Code section 2699 (\$100/\$200) per violation per pay period per employee, Labor Code section 210 (\$100/\$200) per violation per pay period, along with all other civil penalties permitted by law.

Untimely Payment of Wages Upon Separation of Employment **Violation of Labor Code §§ 201, 202, 203**

Defendants violated Labor Code sections 201, 202 and 203 requiring timely payment of all wages upon separation and waiting time penalties in lieu thereof with respect to aggrieved employees by failing to pay all wages and premiums owed upon termination of employment.

Labor Code section 201 requires that if an employer fires an employee, the wages must be paid immediately. Labor Code section 202 requires that if an employee quits without providing 72 hours’ notice, his or her wages must be paid no later than 72 hours thereafter. Labor Code section 202 states that if an employee provides 72 hours’ notice, the final wages are payable upon his or her final day of employment. Labor Code section 203 requires an employer who fails to comply with Labor Code sections 201 or 202 to pay a waiting time penalty for each employee, up to a period of 30 days.

Because Defendants failed to pay all wages and premiums owed to the aggrieved employees during their employment and failed to properly pay meal and rest period premiums, sick leave, and overtime wages at the lawful respective rates, Defendants failed to timely pay all wages owed upon separation of employment in violation of Labor Code sections 201, 202 and 203.

As a result, Claimant may recover civil penalties on behalf of herself, the State of California and the aggrieved employees as provided under Labor Code § 2699 (\$100/\$200) per violation per pay period per employee, along with all other civil penalties permitted by law.

Non-Compliant Wage Statements
Violation of Labor Code §§ 226, 226.3

Defendants violated Labor Code section 226 with respect to Claimant and other aggrieved employees by failing to furnish itemized wage statements each pay period that accurately list all information required by Labor Code section 226(a)(1) through (9).

Labor Code section 226(a) requires an employer to furnish wage statements to employees semimonthly or at the time of each payment of wages, “an accurate itemized statement in writing showing:” (1) gross wages earned, (2) total hours worked, (3) the number of piece rate units earned and applicable piece rate in effect, (4) all deductions, (5) net wages earned, (6) the inclusive dates of the pay period, (7) the name of the employee and last four digits of SSN or an EIN, (8) the name and address of the legal name of the employer, and (9) all applicable hourly rates in effect during the pay period and the number of hours worked at each hourly rate by the employee.¹ An employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of \$250 per employee per violation for the initial citation and \$1,000 per employee for each violation in a subsequent citation, in addition to other penalties allowed by law.

Throughout the relevant statutory period, as a result of the foregoing violations identified in this notice—unpaid meal and rest period premiums, sick leave, and overtime wages—Defendants violated Labor Code section 226(a)(1) by not listing the correct “gross wages earned,” as the employees earned meal and rest period premiums, sick leave, and regular and overtime wages, but were instead underpaid, resulting in an inaccurate reflection and recording of “gross wages earned” on those wage statements. Defendants also violated Labor Code section 226(a)(5) with respect to “net wages earned” for the same reasons, as the “net wages earned” are depreciated and underpaid resulting in an inaccurate reflection on the wage statement.

Furthermore, Defendants violated Labor Code section 226(a)(2) by failing to list employees’ “total hours worked,” as aggrieved employees worked off-the-clock during uncompensated meal periods, rendering the total hours listed as an inaccurate reflection of hours worked.

¹ See generally *Lopez v. Friant & Associates, LLC* (2017) 15 Cal. App. 5th 773, 787-88 (“Consistent with the PAGA statutory framework and the plain language of section 226(e), we hold a plaintiff seeking civil penalties under PAGA for a violation of section 226(a) does not have to satisfy the “injury” and “knowing and intentional” requirements of section 226(e)(1)”); see also *See Kastler v. Oh My Green, Inc.* (N.D. Cal., Oct. 25, 2019) Case No. 19-CV-02411-HSG (“Injuries from a failure to provide an accurate pay statement include ‘possibility of not being paid overtime, employee confusion over whether they received all wages owed them, difficulty and expense involved in reconstructing pay records, and forcing employees to make mathematical computations to analyze whether the wages paid in fact compensated them for all hours worked’) (rejecting *Maldonado* defense for class claims).

Lastly, in violation of Labor Code section 226(a)(9), the hourly rates and corresponding hours worked at those rates are incorrectly listed on Claimant and the aggrieved employees' wage statements. The hourly rates on the wage statement are inaccurate with respect to meal and rest period premiums, sick leave, and overtime rates that were not paid at the "regular rate of pay" and/or regular rate of compensation as those hours were paid at the improper base rate and reflected as such on the wage statements of the aggrieved employees.

For example, Claimant's wage statement for the pay period from June 12, 2022 to June 25, 2022 fails to include all information necessary for Claimant to determine what she was compensated for and how her compensation was calculated. The wage statement shows that during this pay period, Claimant earned a bonus of \$1,850.63 and was paid \$65.80 in overtime wages. Yet, the pay statement fails to show the number of hours worked and the pay rate leading to the \$65.80, as well as the number of regular hours worked, and regular compensation earned during the pay period. It is reasonable to believe that Claimant worked regular hours to achieve the commissions she earned, but such information is not provided in this specific pay statement, and Defendants did not provide Claimant another pay statement for this same pay period. Thus, Defendants violated Labor Code section 226(a) by failing to provide Claimant, and presumably other aggrieved employees, accurate itemized wage statements.

Louis Vuitton USA Inc. 1 East 57th Street 11th Floor New York, NY 10022 917-281-2866				Pay Statement Period Start Date: 6/12/2022 Period End Date: 6/25/2022 Pay Date: 07/01/2022 Document: 957657 Net Pay: \$1,180.14			
Pay Details							
Mariana Alejandra Robles Lugo USA		Employee Number: 262271 SSN: 880000000 Job: Client Advisor Hourly Rate: \$25.75 Pay Frequency: Biweekly		Location: LV Fish Valley 5 Diego Bus Group: LV - Louis Vuitton Dept/Unit: L10500 - UPV-LV FASHION VALLEY Region: WESTC - West Coast GL Dept: L10500 - UPV-LV FASHION VALLEY		Federal Income Tax: 5 1 CA State Income Tax (Residence): 5 1 CA State Income Tax (Work): 5 1	
Earnings				Deductions			
Pay Type	Hours	Pay Rate	Current	DED			
Continuation	0.0000	\$0.00	\$1,850.63	\$12,296.58			
OT Premium	0.0000	\$0.00	\$15.93	\$125.93			
Overtime	0.0000	\$0.00	\$345.59	40190	Yes		\$134
Regular Hrs.	0.0000	\$0.00	\$15,425.47	Basic Life	No		\$0
Retro Pay	0.0000	\$0.00	\$157.11	Non-Payroll CR	No		\$0
Sick Hours	0.0000	\$0.00	\$0.00				
Vacation	0.0000	\$0.00	\$0.00	\$609.50			
				Taxes			
				Total			

Extract from Claimant's Pay Statement for the Pay Period from 6/12/2022 to 6/25/2022

Claimant and other aggrieved employees cannot promptly and easily determine from the wage statement alone the wages paid or earned without reference to other documents or information. Indeed, these wage statement violations are significant because they sowed confusion among Claimant and other aggrieved employees with respect to what amounts were owed and paid, at what rates, the number of hours worked, and how those amounts were calculated. The wage statements reflect a false statement of earnings and concealed the underlying problems and underpayments throughout the relevant period.

Thus, Claimant may recover civil penalties on behalf of herself, the State of California and the aggrieved employees as provided under Labor Code sections 226.3 (\$250/\$1,000) and/or 2699 (\$100/\$200) per violation per pay period per employee, along with all other civil penalties permitted by law.

Failure to Maintain Accurate Records
Violation of Labor Code §§ 1174, 1174.5, 1198; IWC Wage Orders

Because of the violations set forth in this notice, including Defendants' failure to accurately maintain records of pay for all hours worked at the appropriate lawful rates of pay, Defendants violated Labor Code section 1174 and the IWC Wage Orders by failing to maintain accurate payroll records showing all hourly rates in effect and hours worked at those rates, and the wages paid to each employee. As a result, Defendants are liable for a civil penalty of \$500 per employee to Claimant and each aggrieved employee pursuant to Labor Code section 1174.5.

Failure to Provide Employee Records
Violation of Labor Code §§ 226, 432, 1174, 1198.5; IWC Wage Orders

Defendants violated Labor Code sections 226, 432, 1198.5, and 1174 with respect to the aggrieved employees.

Labor Code section 226(b) requires employers to "afford current and former employees the right to inspect or receive a copy of records pertaining to their employment, upon reasonable request to the employer." Labor Code section 432 states that "[i]f an employee ... signs any instrument relating to the obtaining or holding of employment, he shall be given a copy of the instrument upon request." Labor Code section 1198.5 grants "[e]very current and former employee, or his or her representative, ... the right to inspect and receive a copy of the personnel files that the employer maintains relating to the employee's performance or to any grievance concerning the employee." Section 7(A) (Records) of the IWC Wage Orders, which may be enforced through Labor Code section 1198, mandates that employers maintain and make available "time records showing when the employee begins and ends each work period" as well as time records showing "[m]eal periods, split shift intervals, and daily hours worked[.]" Labor Code section 1174(d) requires these and other records be maintained for at least three years.

Defendants failed to provide all records upon Plaintiff's request. Specifically, as a matter of corporate policy and practice, and in non-compliance with California law, Defendants prohibit employees from accessing their time records showing time punches and hours worked. Even when requested, Defendants' corporate policy is to decline providing time records or access to time records for inspection. Moreover, Defendants failed to provide all wage statements upon request to Claimant and other aggrieved employees. Defendants also failed to provide all documents signed or otherwise required to be in employee personnel files, such as all commission or earning policies signed or received by Claimant and other aggrieved employees.

As a result, Claimant may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, as provided under Labor Code sections 226.3 (\$250/\$1,000), 1174.5 (\$500), and 2699 (\$100/\$200) per violation per pay period per employee, along with all other civil penalties permitted by law.

Failure to Provide Written Commission Agreement
Violation of Labor Code § 2751

Defendants failed to provide written commission agreements to all the aggrieved employees, in violation of Labor Code section 2751. When an employer pays commissions as part of employee compensation, section 2751(a) requires that the employer provide a written contract that sets “forth the method by which the commissions” are “computed and paid.” Section 2751(b) requires an employer to provide a copy of the commission agreement that is signed by both the employer and the employee.

Defendants paid Claimant and the aggrieved employees a base hourly rate plus commissions and bonuses based on sales. Through the course of their employment, Defendants provided Claimant and aggrieved employees some but not all the commission agreements they were entitled to receive. For example, Claimant’s personnel file contains six commission agreements but only accounting for 2017 and 2019. There are three agreements for 2017: “Tambour Horizon Watch Incentive,” which was valid from July 11, 2017 through August 20, 2017, a “January 2017 Store Incentive,” and a “March & April 2017 Store Incentive.” There are also three agreements for 2019: the first one called “Crocodile Premium Incentive,” which was valid from June 1, 2019 through July 31, 2019, a “2019 Louis Vuitton Retail Incentive Program,” and a “2019 Louis Vuitton Top Seller Program.” Claimant and some of the aggrieved employees worked for Defendants after 2019 and earned commissions throughout their employment. However, Defendants failed to provide Claimant and the aggrieved employees with commission agreements after 2019, in violation of the California Labor Code 2751(b).

Attorneys’ Fees and Costs
Labor Code § 2699(g)

Claimant was compelled to retain the services of counsel to file this court action to protect her interests, the interests of other aggrieved employees, and the State of California. Claimant has thereby incurred and will continue to incur attorneys’ fees and costs, which are recoverable on all PAGA causes of action under Labor Code section 2699(g).

Notice of Demand for Defendants
to Change Policies and Practices

Claimant intends to pursue legal action against Defendants based on the violations set forth in this notice. Defendants are hereby notified that any attempt to resolve this case must be conducted in coordination with Claimant’s counsel to protect the interests of Claimant, the aggrieved employees, and the State of California via the LWDA. Any and all settlements releasing liability require Court approval in connection with Claimant and their counsel to fully release liability and resolve the claims alleged in this notice. Claimant will establish that (1) her lawsuit was a catalyst in motivating Defendants to change their policies and practices and provide the relief sought through this action, (2) that the forthcoming lawsuit has merit and is

based on undisputed violations for which Defendants will be liable at trial, and (3) that Claimant has hereby notified Defendants of their violations and considers this notice an attempt to resolve the matter. *See Tipton-Whittingham v. City of Los Angeles* (2004) 34 Cal.4th 604, 608 (citing *Graham v. Daimler-Chrysler Corp.* (2004) 34 Cal. 4th 553 (authorizing an award of catalyst attorneys' fees)).

As the PAGA representative, Claimant has a duty to file this case at the earliest opportunity. Defendants may contact Claimant's counsel with any questions regarding this letter or the forthcoming lawsuit.

CONCLUSION

If the LWDA does not pursue enforcement, Claimant will bring representative claims on behalf of the State of California and the aggrieved employees seeking all recoverable civil penalties for violations of the Labor Code and the IWC Wage Orders, along with attorneys' fees, costs, interest, and other appropriate relief.

Thank you for your attention to this matter.

Sincerely,

A handwritten signature in blue ink that reads "Nicholas J. Ferraro". The signature is written in a cursive, flowing style.

Nicholas J. Ferraro

Cc Claimant
 Lauren N. Vega, Esq.

Counsel for Louis Vuitton
Billy Sahachartsiri Billy.Sahachartsiri@hklaw.com
Tina Tellado Christina.Tellado@hklaw.com

Attachment D

Sebastian Sherwell's PAGA Notice

FERRARO VEGA

SAN DIEGO EMPLOYMENT LAWYERS

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Facsimile: 619-350-6855
www.ferrarovega.com

August 16, 2022

**NOTICE OF LABOR CODE VIOLATIONS
CALIFORNIA LABOR CODE SECTIONS 2698 *et seq.***

VIA EMAIL & CERTIFIED U.S. MAIL

- Electronic Return Receipt -

Louis Vuitton USA, Inc.
1 East 57th Street, 10th Floor
New York, New York 10022

- PAGA Notice & Filing Fee -
Submitted electronically to the California
Labor and Workforce Development
Agency on **08/16/2022**

Dear Labor Enforcement Officer and Company Representatives:

This letter serves as written notice on behalf of SEBASTIAN SHERWELL (“Claimant”), and all other “aggrieved employees” under California Labor Code section 2699.3 against LOUIS VUITTON USA, INC., along with any other related employer entities, including those who may be later added upon further investigation (collectively, “Defendants”).

If the California Labor and Workforce Development Agency (“LWDA”) does not investigate the facts, allegations, and violations set forth in this notice within the statutorily prescribed period under Labor Code section 2699.3, Claimant shall seek and recover civil penalties as a proxy and agent of the State of California on behalf of other aggrieved employees under the California Private Attorneys General Act (“PAGA”).

“PAGA allows an ‘aggrieved employee’—a person affected by at least one Labor Code violation committed by an employer—to pursue penalties for all the Labor Code violations committed by that employer.” *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal. App. 5th 745, 751; *see also Kim v. Reins International California, Inc.* (2020) 9 Cal. 73, 79.

/ / /

FACTUAL STATEMENT

Defendants comprise the French luxury fashion house specializing in the manufacturing and sale of leather goods. Defendants employ aggrieved employees like Claimant in the State of California (including San Diego County) in hourly, non-exempt positions where employees are entitled to wage and hour protections under the California Labor Code and IWC Wage Orders.

Defendants engaged, suffered and permitted Claimant and the other “aggrieved employees,” as defined below, to work, exercised control over their respective wages, hours, and working conditions, and at all times were an agent and/or ostensible agent of any other employers, and the joint employer of Claimant and the aggrieved employees. Defendants legally employed Claimant and the other aggrieved employees under California law.

Additionally, Defendants and their agents remain liable under Labor Code sections 558, 558.1, 1197.1 and 2699 *et seq.* based on the acts and omissions set forth herein.

Claimant SEBASTIAN SHERWELL worked for Defendants from April 2017 to June 2022. Claimant worked in a sales position. Throughout his employment, Claimant worked as an hourly, non-exempt employee and earned bonuses and commissions.

Through this notice, Claimant informs the LWDA of the Labor Code violations set forth herein. The aggrieved employees who Claimant seeks to represent include the following individuals:

All current and former non-exempt hourly employees who worked for Defendants in the State of California during the one-year period and 178-day period preceding the date of this notice through the current date and the date of final judgment in any pending action (the “aggrieved employees” and the “PAGA Period”).

Claimant seeks all recoverable civil penalties for Defendants’ violations and reserves the right to supplement this notice as further investigation is completed and further facts, witnesses, and violations are uncovered. Claimant reserves the right to expand or narrow the definition of the “aggrieved employees” in the forthcoming civil action.

Underpaid Meal Period Premiums **Violation of Labor Code §§ 226.7, 512, 1198; IWC Wage Orders**

Defendants failed to pay meal period premiums at the lawful regular rate of compensation to Claimant and other aggrieved employees in violation of Labor Code sections 226.7, 512 and 1198, and the related sections of the IWC Wage Orders, including section 11.

Labor Code section 512 requires that employers provide a 30-minute, uninterrupted meal period after no more than five hours of work and a second meal period after no more than

10 hours of work. See *Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal. 4th 1004, 1049. Labor Code section 226.7 requires that if a meal period is late, missed, short, or interrupted, the employer must pay for an hour of pay at the employee's "regular rate" of compensation. *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal. 5th 858, 862 ("We hold that the terms are synonymous: "regular rate of compensation" under section 226.7(c), like "regular rate of pay" under section 510(a), encompasses all nondiscretionary payments, not just hourly wages"). "[T]ime records showing noncompliant meal periods raise a rebuttable presumption of meal period violations, including at the summary judgment stage." *Donohue v. AMN Services, LLC* (2021) 11 Cal. 5th 58, 61. Labor Code section 1198 renders "employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the [IWC Wage Orders]" unlawful.

Defendants failed to provide compliant first and second meal periods to Claimant and the aggrieved employees. When Defendants did not provide compliant meal periods, Defendants failed to pay Claimant and other aggrieved employees a meal period premium in violation of Labor Code section 226.7. To the extent Defendants paid any meal period premiums, the premiums were not paid at the "regular rate of compensation" because the premium did not factor in sales commissions, bonuses, and other forms of remuneration. Defendants instead paid such premiums at Claimant and the aggrieved employees' base hourly rate, in violation of California law. An illustrative example of this violation is found on Claimant's pay statements for the pay period from May 15, 2022 to May 28, 2022.

LVMH

LOUIS HENNESSY • LOUIS VUITTON
Louis Vuitton USA Inc.
1 East 57th Street
11th Floor
New York, NY 10022
917-281-2065

Pay Statement
Period Start Date 05/15/2022
Period End Date 05/28/2022
Pay Date 06/03/2022
Document 688950
Net Pay \$2,890.22

Pay Details									
Sebastian Sherwell		Employee Number 203597			Location U4L - SAN DIEGO LA JOLLA		Federal Income Tax S1		
		SSN xxx-xx-xxxx			Bus Group LV - Louis Vuitton		CA State Income Tax (Residence) S1		
		Job W&J Expert Advisor			Dept/St/Tr L53200 - U4L - SAN DIEGO LA JOLLA		CA State Income Tax (Work) S1		
		Hourly Rate \$34.10			Region WESTC - West Coast				
USA		Pay Frequency Biweekly			GL Dept L53200 - U4L - SAN DIEGO LA JOLLA				
Earnings					Deductions				
Pay Type	Hours	Pay Rate	Current	YTD			Employee		
Break Penalty	0.0000	\$0.00	\$0.00	\$102.30	Deduction	Pre-Tax	Current	YTD	
Co. Paid LTD	0.0000	\$0.00	\$0.00	\$63.30	401(k)	Yes	\$0.00	\$2,556.64	
Commission	0.0000	\$0.00	\$4,591.42	\$30,047.91	Basic Life	No	\$0.00	\$0.00	
Group Term Life	0.0000	\$0.00	\$0.00	\$35.00	Co Paid LTD	No	\$0.00	\$63.30	
Holiday	0.0000	\$0.00	\$0.00	\$248.00	DPPD Option	Yes	\$0.00	\$62.26	
OT Premium	0.0000	\$0.00	\$36.00	\$219.41	Group Term Life	No	\$0.00	\$35.00	
Overtime	0.0000	\$0.00	\$0.00	\$311.31	Kaiser	Yes	\$0.00	\$661.69	
Personal Time	0.0000	\$0.00	\$0.00	\$1,091.20					
Regular Hrs.	0.0000	\$0.00	\$0.00	\$24,359.28					
Retro Pay	0.0000	\$0.00	\$0.00	\$1,125.38	Taxes				
Sick Hours	0.0000	\$0.00	\$0.00	\$744.00	Taxes		Current	YTD	
SPIFF Bonus	0.0000	\$0.00	\$0.00	\$284.00	CA Disability Employee		\$50.90	\$705.00	
Vacation	0.0000	\$0.00	\$0.00	\$6,224.80	CA State Income Tax		\$322.20	\$3,480.00	

Pay Statement
Period Start Date 05/15/2022
Period End Date 05/28/2022
Pay Date 06/03/2022
Document 688949
Net Pay \$1,973.32

Pay Details							
Sebastian Sherwell [REDACTED] USA	Employee Number	203597	Location	U4L - SAN DIEGO LA JOLLA	Federal Income Tax	\$1	
	SSN	xxx-xx-xxxx	Bus Group	LV - Louis Vuitton	CA State Income Tax (Residence)	\$1	
	Job	W&J Expert Advisor	Dept/St/Tr	L53100 - U4L - SAN DIEGO LA JOLLA	CA State Income Tax (Work)	\$1	
	Hourly Rate	\$34.10	Region	WESTC - West Coast			
	Pay Frequency	Biweekly	GL Dept	L53100 - U4L - SAN DIEGO LA JOLLA			
Earnings				Deductions			
Pay Type	Hours	Pay Rate	Current	YTD	Employee		
Break Penalty	1.0000	\$34.10	\$34.10	\$102.30	Deduction	Pre-Tax	Current YTD
Co. Paid LTD	0.0000	\$0.00	\$6.00	\$63.30	401(k)	Yes	\$0.00 \$2,556.64
Commission	0.0000	\$0.00	\$0.00	\$75,456.49	Basic Life	No	\$0.00 \$0.00
Group Term Life	0.0000	\$0.00	\$3.40	\$35.00	Co Paid LTD	No	\$6.00 \$63.30
Holiday	0.0000	\$0.00	\$0.00	\$248.00	DPPO Option	Yes	\$5.56 \$62.26
OT Premium	0.0000	\$0.00	\$0.00	\$183.41	Group Term Life	No	\$3.40 \$35.00
Overtime	0.0000	\$0.00	\$0.00	\$311.31	Kaiser	Yes	\$61.04 \$661.69
Personal Time	0.0000	\$0.00	\$0.00	\$1,091.20			
Regular Hrs.	63.6700	\$34.10	\$2,171.15	\$24,359.28			
Retro Pay	0.0000	\$0.00	\$0.00	\$1,125.38			
Sick Hours	0.0000	\$0.00	\$0.00	\$744.00			
SPIFF Bonus	0.0000	\$0.00	\$0.00	\$284.00			
Vacation	16.0000	\$34.10	\$545.60	\$6,224.80			
Total Hours	80.6700		\$2,760.25	\$60,228.47			

Extracts from Claimant's Pay Statements for the Pay Period from 05/15/2022 to 05/28/2022

During this pay period, Claimant earned a commission of \$4,591.42 but that amount was not factored into his regular rate of pay for purposes of paying meal period premiums as he was paid a meal period premium at his base hourly rate. Defendants committed this same violation against the other aggrieved employees as well as a matter of common payroll administration and company policy. This resulted in significant underpayments of wages to employees. *See Naranjo v. Spectrum Security Services, Inc.* (2022) 13 Cal. 5th 93.

Furthermore, Claimant experienced managers and supervisors editing time records to reflect a timely 30-minute meal period even when actually late, short or missed. Claimant is informed and believes and alleges that these are reflected as a matter of common practice on employee time records through edit reports for himself and for other aggrieved employees. This resulted in unpaid off the clock work during those lunch breaks that were fictitiously entered or adjusted by the company on time records.

As a result, Claimant may recover civil penalties on behalf of himself, the State of California and the aggrieved employees as provided under Labor Code § 2699 (\$100/\$200) per violation per pay period per employee, along with all other civil penalties permitted by law.

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Underpaid Rest Period Premiums
Violation of Labor Code §§ 226.7, 516, 1198; IWC Wage Orders

Defendants failed to pay rest period premiums at the lawful regular rate of compensation to Claimant and other aggrieved employees in violation of Labor Code sections 226.7, 516 and 1198, and the related sections of the IWC Wage Orders, including section 12.

Labor Code sections 226.7 and 516, along with the IWC Wage Orders, require that employers authorize and permit a 10-minute, uninterrupted rest period for each four-hour period (or major fraction thereof) that an employee works. Labor Code section 226.7 requires that if a meal period is non-compliant, the employer must pay for an hour of pay at the employee's "regular rate" of compensation. *See Ferrera v. Loews Hollywood Hotel*, 11 Cal. 5th at 862. Labor Code section 1198 renders "employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the [IWC Wage Orders]" unlawful. Defendants required Claimant and other aggrieved employees to effectively waive or otherwise forego their rest periods contrary to the law.

Additionally, given the nature of the work and demands of the job, Claimant and other aggrieved employees regularly worked through 10-minute rest periods without receiving payment of a rest period premium. This was a result of the high volume and customer demands of the sales positions, along with the company's practice of not authorizing or scheduling 10-minute breaks. Defendants had a policy and practice of not paying rest period premiums to employees who were unable to take rest periods. To the extent Defendants ever paid a rest period premium, Defendants violated Labor Code section 226.7 because such premiums were not paid at the regular rate of compensation to aggrieved employees, which would have factored in bonuses, commissions, and other compensation.

As a result, Claimant may recover civil penalties on behalf of himself, the State of California and the aggrieved employees as provided under Labor Code section 2699 (\$100/\$200) per violation per pay period per employee, along with all other civil penalties permitted by law.

Underpaid Paid Sick Leave
Violation of Labor Code §§ 246 through 248.5

Defendants violated Labor Code section 246 because they failed to calculate and pay Claimant and the aggrieved employees paid sick leave at an hourly rate using one of the three permissible methods of calculation set forth in Labor Code sections 246(l)(1) to (3). Under Labor Code section 246 *et seq.*, employers are required to provide paid sick leave to all employees. Employers have the option of providing 24 hours of paid sick leave to employees or to allow employees to accrue paid sick leave each pay period. Cal. Lab. Code § 246. If an employer chooses the accrual method, employees must accrue sick leave at a rate of one (1) hour for every thirty (30) hours worked in a given pay period. Cal. Lab. Code § 246(b)(1). Under the accrual method, employees must begin accruing paid sick leave at the commencement of employment. Cal. Lab. Code § 246(b)(1).

Additionally, employers are required to pay sick leave in accordance with one of the permissible methods provided in Labor Code § 246(l)(1)-(3):

(l) For the purposes of this section, an employer shall calculate paid sick leave using any of the following calculations:

(1) Paid sick time for nonexempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek.

(2) Paid sick time for nonexempt employees shall be calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment.

(3) Paid sick time for exempt employees shall be calculated in the same manner as the employer calculates wages for other forms of paid leave time.

The third option is not applicable because this case involves non-exempt employees. Defendants were required to pay paid sick time under the method set forth in options one or two.

As an initial matter, Claimant is informed, believes, and alleges that Defendants failed to provide paid sick leave in accordance with California law, rendering Defendants liable for an associated civil penalty with respect to every employee and every pay period during the PAGA period. Moreover, Defendants failed to maintain the records required by Labor Code § 246 *et seq.* with respect to the paid sick leave.

However, to the extent paid, Defendants paid sick leave at employees' base hourly rate of pay and failed to factor in bonuses, commissions and/or other forms of remuneration. Specifically, Defendants did not pay paid sick leave "in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick leave, whether or not the employee actually works overtime in that workweek," as the regular rate should have included commission wages for the reasons aforementioned. Additionally, Defendants did not use the second method permitted under Labor Code § 246 by dividing the employee's total wages by total hours worked in the full pay periods of the prior 90 days, as such calculation would have resulted in a paid sick leave rate higher than the base rate at which Claimant was paid. An example of this can be seen in Claimant's pay statements for the pay period from November 14, 2021 to November 27, 2021, which show that Claimant was paid sick leave at his base hourly rate of \$31.00 even though he earned \$5,621.37 in commissions during the same pay period.

LVMH

NOT RECORDED
Louis Vuitton USA Inc.
1 East 57th Street
11th Floor
New York, NY 10022
212-281-2000

Pay Statement
Period Start Date: 11/14/2021
Period End Date: 11/27/2021
Pay Date: 12/03/2021
Document: 614252
Net Pay: \$1,225.21

Pay Details

Schedule (Shorthand)	Employee Number	203907	Location	US East Valley 2 Diego	Federal Income Tax	5.1
SSN	SSN	*****	Bus Group	US - Los Angeles	CA State Income Tax (Residence)	5.1
Job	Job	Freight Exp/Adm	Dept/Off	11000 - 11000 RASHION VALLEY	CA State Income Tax (Work)	5.1
Hourly Rate	Hourly Rate	\$31.00	Region	WEST - West Coast		
Pay Frequency	Pay Frequency	Biweekly	St/Dept	11000 - 11000 RASHION VALLEY		

Earnings

Pay Type	Hours	Pay Rate	Earnings	Net Pay
Reg Pay	0.0000	\$31.00	\$0.00	\$0.00
Co. Paid LTD	0.0000	\$31.00	\$0.00	\$0.00
Commission	0.0000	\$31.00	\$0.00	\$0.00
Group Term Life	0.0000	\$31.00	\$0.00	\$0.00
Holiday	0.0000	\$31.00	\$0.00	\$0.00
Overtime	0.0000	\$31.00	\$0.00	\$0.00
Personal Time	0.0000	\$31.00	\$0.00	\$0.00
Regular Pay	0.0000	\$31.00	\$0.00	\$0.00
Sick Pay	0.0000	\$31.00	\$0.00	\$0.00
Unempl	0.0000	\$31.00	\$0.00	\$0.00

Deductions

Pay Type	Hours	Pay Rate	Earnings	Net Pay
Reg Pay	0.0000	\$31.00	\$0.00	\$0.00
Co. Paid LTD	0.0000	\$31.00	\$0.00	\$0.00
Commission	0.0000	\$31.00	\$0.00	\$0.00
Group Term Life	0.0000	\$31.00	\$0.00	\$0.00
Holiday	0.0000	\$31.00	\$0.00	\$0.00
Overtime	0.0000	\$31.00	\$0.00	\$0.00
Personal Time	0.0000	\$31.00	\$0.00	\$0.00
Regular Pay	0.0000	\$31.00	\$0.00	\$0.00
Sick Pay	0.0000	\$31.00	\$0.00	\$0.00
Unempl	0.0000	\$31.00	\$0.00	\$0.00

Taxes

Pay Type	Hours	Pay Rate	Earnings	Net Pay
Reg Pay	0.0000	\$31.00	\$0.00	\$0.00
Co. Paid LTD	0.0000	\$31.00	\$0.00	\$0.00
Commission	0.0000	\$31.00	\$0.00	\$0.00
Group Term Life	0.0000	\$31.00	\$0.00	\$0.00
Holiday	0.0000	\$31.00	\$0.00	\$0.00
Overtime	0.0000	\$31.00	\$0.00	\$0.00
Personal Time	0.0000	\$31.00	\$0.00	\$0.00
Regular Pay	0.0000	\$31.00	\$0.00	\$0.00
Sick Pay	0.0000	\$31.00	\$0.00	\$0.00
Unempl	0.0000	\$31.00	\$0.00	\$0.00

Pay Details

Schedule (Shorthand)	Employee Number	203907	Location	US East Valley 2 Diego	Federal Income Tax	5.1
SSN	SSN	*****	Bus Group	US - Los Angeles	CA State Income Tax (Residence)	5.1
Job	Job	Freight Exp/Adm	Dept/Off	11000 - 11000 RASHION VALLEY	CA State Income Tax (Work)	5.1
Hourly Rate	Hourly Rate	\$31.00	Region	WEST - West Coast		
Pay Frequency	Pay Frequency	Biweekly	St/Dept	11000 - 11000 RASHION VALLEY		

Earnings

Pay Type	Hours	Pay Rate	Earnings	Net Pay
Reg Pay	0.0000	\$31.00	\$0.00	\$0.00
Co. Paid LTD	0.0000	\$31.00	\$0.00	\$0.00
Commission	0.0000	\$31.00	\$0.00	\$0.00
Group Term Life	0.0000	\$31.00	\$0.00	\$0.00
Holiday	0.0000	\$31.00	\$0.00	\$0.00
Overtime	0.0000	\$31.00	\$0.00	\$0.00
Personal Time	0.0000	\$31.00	\$0.00	\$0.00
Regular Pay	0.0000	\$31.00	\$0.00	\$0.00
Sick Pay	0.0000	\$31.00	\$0.00	\$0.00
Unempl	0.0000	\$31.00	\$0.00	\$0.00

Deductions

Pay Type	Hours	Pay Rate	Earnings	Net Pay
Reg Pay	0.0000	\$31.00	\$0.00	\$0.00
Co. Paid LTD	0.0000	\$31.00	\$0.00	\$0.00
Commission	0.0000	\$31.00	\$0.00	\$0.00
Group Term Life	0.0000	\$31.00	\$0.00	\$0.00
Holiday	0.0000	\$31.00	\$0.00	\$0.00
Overtime	0.0000	\$31.00	\$0.00	\$0.00
Personal Time	0.0000	\$31.00	\$0.00	\$0.00
Regular Pay	0.0000	\$31.00	\$0.00	\$0.00
Sick Pay	0.0000	\$31.00	\$0.00	\$0.00
Unempl	0.0000	\$31.00	\$0.00	\$0.00

Taxes

Pay Type	Hours	Pay Rate	Earnings	Net Pay
Reg Pay	0.0000	\$31.00	\$0.00	\$0.00
Co. Paid LTD	0.0000	\$31.00	\$0.00	\$0.00
Commission	0.0000	\$31.00	\$0.00	\$0.00
Group Term Life	0.0000	\$31.00	\$0.00	\$0.00
Holiday	0.0000	\$31.00	\$0.00	\$0.00
Overtime	0.0000	\$31.00	\$0.00	\$0.00
Personal Time	0.0000	\$31.00	\$0.00	\$0.00
Regular Pay	0.0000	\$31.00	\$0.00	\$0.00
Sick Pay	0.0000	\$31.00	\$0.00	\$0.00
Unempl	0.0000	\$31.00	\$0.00	\$0.00

Extracts from Claimant's Pay Statements for the Pay Period from 11/14/2021 to 11/27/2021

The failure to calculate and pay paid sick leave at one of the lawful rates set forth in Labor Code § 246(l)(1)-(3) was applied as a matter of common policy and practice to Claimant and the aggrieved employees in those pay periods where they earned additional payments, bonuses, commissions, or other forms of non-excludable remuneration and also received paid sick leave.

As a result, Claimant may recover civil penalties on behalf of himself, the State of California and the aggrieved employees as provided under Labor Code § 2699 (\$100/\$200) per violation per pay period per employee, along with all other civil penalties permitted by law. Claimant is also entitled to penalties under Labor Code section 248.5.

Underpaid Covid Supplemental Paid Sick Leave Violation of Labor Code §§ 246 through 248.6

Defendants violated Labor Code section 248.2 and 248.6 because they failed to provide Claimant and the aggrieved employees paid sick leave at the lawful hourly rate. Labor Code 248.2 required employers to provide up to 80 hours of Covid-19 Supplemental Paid Sick Leave for the period of January 1, 2021 through September 30, 2021. Labor Code section 248.6 extended Covid sick leave protections and requires employers to provide up to 80 hours of Covid-19 Supplemental Paid Sick Leave for the period of January 1, 2022 to September 30,

2022, and may be extended thereafter. Employers must comply with the calculation and payment methods of these Covid supplemental sick leave laws.

Under Labor Code sections 248.2, non-exempt employees must be paid supplemental paid sick leave according to the highest of the following four methods:

(I) Calculated in the same manner as the regular rate of pay for the workweek in which the covered employee uses COVID-19 supplemental paid sick leave, whether or not the employee actually works overtime in that workweek.

(II) Calculated by dividing the covered employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment.

(III) The state minimum wage.

(IV) The local minimum wage to which the covered employee is entitled.

Labor Code section 248.6 requires employers to pay supplemental sick leave using either method I or II identified above.

On information and belief, Defendants violated California law by failing to pay Covid-19 Supplemental Paid Sick Leave at a rate authorized by statute. As explained in the section above, Defendants failed to pay Covid-19 supplemental sick leave at the correct rate because they failed to take into account employees' bonuses, commissions, and other remuneration. The failure to calculate and pay paid sick leave at one of the lawful rates set forth in Labor Code §§ 248.2 and 248.6 was applied as a matter of common policy and practice to Claimant and the aggrieved employees. Defendants further failed to maintain the proper records required by the paid sick leave statutes.

As a result, Claimant may recover civil penalties on behalf of himself, the State of California and the aggrieved employees as provided under Labor Code § 2699 (\$100/\$200) per violation per pay period per employee, along with all other civil penalties permitted by law. Claimant is also entitled to penalties under Labor Code section 248.5.

Overtime and Minimum Wage Violations

Violation of Labor Code §§ 200, 201-204, 210, 510, 558, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199; IWC Wage Orders

Defendants failed to pay overtime based on the lawful regular rate of pay, in violation of Labor Code sections 201-204, 210, 510, 558, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, applicable local minimum wage ordinances, and the related sections of the applicable IWC Wage Orders, including sections 3 and 4.

Claimant and the aggrieved employees were not paid at their lawful overtime rate (*i.e.*, time and a half or double time based on their regular rate of pay) for all overtime hours worked in excess of 8 hours in a workday, 40 hours in a workweek, or for any hours on any seventh

consecutive day of work, to the extent Claimant or other aggrieved worked on a seventh consecutive workday or other such hours as further investigation may reveal.

Labor Code section 204(a) states that all wages earned are due and payable twice during each calendar month on days designated in advance by the employer as regular pay days. Overtime wages are to be paid no later than the payday for the next regular payroll period. (Labor Code § 204(b)(1).) Labor Code § 210 states that, “every person who fails to pay the wages of an employee as provided in Section...204...shall be subject to a civil penalty” of \$100 for an initial violation and \$200 plus 25% of the amount unlawfully withheld for a subsequent violation.

Labor Code section 510 requires “[a]ny work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee;” and “any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee;” and “any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.”

Labor Code sections 558 and 1197.1 contain civil penalties for violating this provision of those provisions of the IWC Wage Orders, including sections 3 and 4 and the standing Minimum Wage Order. Labor Code section prohibits payment of a wage less than the legal overtime compensation applicable to the employee. Labor Code section 1198 renders “employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the [IWC Wage Orders]” unlawful and Labor Code section 1199 renders payment of wages contrary to the forging Labor Code and Wage Order provisions unlawful.

On information and belief, when Claimant and the aggrieved employees worked overtime, Defendants failed to pay the overtime at the “regular rate of pay.” Defendants paid Claimant and the aggrieved employees sales commissions, bonuses, and other forms of remuneration that Defendants failed to include in the “regular rate of pay” when employees earned overtime. Defendants paid overtime and doubletime to Claimant and the aggrieved employees at 1.5x and 2x their straight hourly rate. For each overtime hour worked during the period in which Claimant and the aggrieved employees earned sales commissions and bonuses, Defendants should have (but failed to) pay overtime “at the rate of no less than ***one and one-half times the regular rate of pay*** for an employee” and “***twice*** the regular rate of pay” for double time hours as required by the plain language of Labor Code section 510(a) and the IWC Wage Orders. To extent that Defendants paid “true up” payments in subsequent pay periods or on commission checks, those overtime regular rate payments were underpaid and untimely.

As described above, Defendants engaged in a practice of time adjustments for meal periods that were late, short, or missed altogether. As a result, Defendants underpaid minimum wages

for those hours worked (but reduced) on account of Defendants' practice of editing time to reflect unpaid meal period hours when in fact such time was compensable hours worked.

As a result, Claimant may recover civil penalties on behalf of himself, the State of California and the aggrieved employees as provided under Labor Code §§ 225.5 (\$100/\$200), 558 (\$50/\$100), 1197.1 (\$100/\$250) and 2699 (\$100/\$200) per violation per pay period per employee, along with all other civil penalties permitted by law.

Untimely Payment of Wages During Employment
Violation of Labor Code §§ 204, 204b, 210

Defendants violated Labor Code sections 204 and 204b requiring payment of all wages on regularly scheduled paydays with respect to Claimant and other aggrieved employees by failing to pay all wages owed on the regular pay days scheduled each pay period. To the extent that Defendants made or make any retroactive payments to Claimant or other aggrieved employees, such amounts are untimely in violation of these payday statutes.

Because Defendants failed to pay all wages in each pay period in which such wages were earned at the lawful rate for overtime, meal/rest premiums, sick leave, and other forms of remuneration, Defendants violated Labor Code section 204 and/or 204b (for weekly employees), which requires timely payment of wages of wages each regular scheduled pay period. Labor Code section 204 requires payment of "all wages" for non-exempt employees at least twice each calendar month. Labor Code section 204b applies to employees paid on a weekly basis and also requires the payment for all labor within the required pay periods. Labor Code section 210 provides that, "every person who fails to pay the wages of an employee as provided in Section...204...shall be subject to a civil penalty" of \$100 for an initial violation and \$200 plus 25% of the amount unlawfully withheld for a subsequent violation.

As explained above, Defendants underpaid Claimant and other aggrieved employees' meal and rest period premiums, sick leave, and overtime wages because these were paid at the employee's base hourly rate instead of at his/her regular rate of compensation, leading to Defendants being separately liable for not paying the full amount owed to Claimant and other aggrieved employees each payday in violation of Labor Code sections 204 and/or 204b.

Moreover, Defendants failed to timely compensate Claimant, and presumably other aggrieved employees, for work performed during the pay period from May 29, 2022 to June 11, 2022. On or around June 3, 2022, Claimant received payment for work performed during the pay period of May 15, 2022 to May 28, 2022. Claimant did not receive payment nor a pay statement again until on or around June 30, 2022, or more than a month after his last payment/pay statement. Thus, Defendants failed to timely compensate Claimant, and presumably other aggrieved employees during their employment by failing to provide compensation for the pay period from May 29, 2022 to June 11, 2022 on or around June 15, 2022.

Pay Statement
Period Start Date 06/30/2022
Period End Date 06/30/2022
Pay Date 06/30/2022
Document 31204
Net Pay \$0.00

Pay Details

Sebastian Sherwell [REDACTED] USA	Employee Number 203597 SSN xxxxxxxx Job W&J Expert Advisor Hourly Rate \$34.10 Pay Frequency Biweekly	Location U4L - SAN DIEGO LA JOLLA Bus Group LV - Louis Vuitton Dept/Sup L53200 - U4L - SAN DIEGO LA JOLLA Region WESTC - West Coast GL Dept L53200 - U4L - SAN DIEGO LA JOLLA	Federal Income Tax \$ 1 CA State Income Tax (Residence) \$ 1 CA State Income Tax (Work) \$ 1
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Earnings

Pay Type	Hours	Pay Rate	Current	YTD
Break Penalty	0.0000	\$0.00	\$0.00	\$102.30
Co. Paid LTD	0.0000	\$0.00	\$6.00	\$69.30
Commission	0.0000	\$0.00	\$0.00	\$30,047.91
Group Term Life	0.0000	\$0.00	\$3.40	\$38.40
Holiday	8.0000	\$34.10	\$272.80	\$520.80
OT Premium	0.0000	\$0.00	\$0.00	\$219.41
Overtime	0.3300	\$51.15	\$16.88	\$328.19
Personal Time	8.0000	\$34.10	\$272.80	\$1,364.00
Regular Hrs.	116.9300	\$34.10	\$3,987.31	\$28,346.59
Retro Pay	0.0000	\$0.00	\$0.00	\$1,125.38
Sick Hours	0.0000	\$0.00	\$0.00	\$744.00
SPIFF Bonus	0.0000	\$0.00	\$0.00	\$284.00

Deductions

Deduction	Pre-Tax	Employee	Current	YTD
401(k)	Yes		\$0.00	\$2,556.54
Basic Life	No		\$0.00	\$0.00
Co Paid LTD	No		\$6.00	\$69.30
CPPO Option	Yes		\$5.66	\$67.92
Group Term Life	No		\$3.40	\$38.40
Kaiser	Yes		\$61.04	\$722.73
Non-Payroll CK	No		\$3,020.45	\$3,020.45
Taxes				
Taxes		Current		YTD

Extract from Claimant's 6/20/2022 Pay Statement

As a result, Claimant may recover civil penalties on behalf of himself, the State of California and the aggrieved employees as provided under Labor Code section 2699 (\$100/\$200) per violation per pay period per employee, Labor Code section 210 (\$100/\$200) per violation per pay period, along with all other civil penalties permitted by law.

Untimely Payment of Wages Upon Separation of Employment
Violation of Labor Code §§ 201, 202, 203

Defendants violated Labor Code sections 201, 202 and 203 requiring timely payment of all wages upon separation and waiting time penalties in lieu thereof with respect to aggrieved employees by failing to pay all wages and premiums owed upon termination of employment.

Labor Code section 201 requires that if an employer fires an employee, the wages must be paid immediately. Labor Code section 202 requires that if an employee quits without providing 72 hours' notice, his or her wages must be paid no later than 72 hours thereafter. Labor Code section 202 states that if an employee provides 72 hours' notice, the final wages are payable upon his or her final day of employment. Labor Code section 203 requires an employer who fails to comply with Labor Code sections 201 or 202 to pay a waiting time penalty for each employee, up to a period of 30 days.

Because Defendants failed to pay all wages and premiums owed to the aggrieved employees during their employment and failed to properly pay meal and rest period premiums, sick leave,

and overtime wages at the lawful respective rates, Defendants failed to timely pay all wages owed upon separation of employment in violation of Labor Code sections 201, 202 and 203.

As a result, Claimant may recover civil penalties on behalf of himself, the State of California and the aggrieved employees as provided under Labor Code § 2699 (\$100/\$200) per violation per pay period per employee, along with all other civil penalties permitted by law.

Non-Compliant Wage Statements **Violation of Labor Code §§ 226, 226.3**

Defendants violated Labor Code section 226 with respect to Claimant and other aggrieved employees by failing to furnish itemized wage statements each pay period that accurately list all information required by Labor Code section 226(a)(1) through (9).

Labor Code section 226(a) requires an employer to furnish wage statements to employees semimonthly or at the time of each payment of wages, “an accurate itemized statement in writing showing:” (1) gross wages earned, (2) total hours worked, (3) the number of piece rate units earned and applicable piece rate in effect, (4) all deductions, (5) net wages earned, (6) the inclusive dates of the pay period, (7) the name of the employee and last four digits of SSN or an EIN, (8) the name and address of the legal name of the employer, and (9) all applicable hourly rates in effect during the pay period and the number of hours worked at each hourly rate by the employee.¹ An employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of \$250 per employee per violation for the initial citation and \$1,000 per employee for each violation in a subsequent citation, in addition to other penalties allowed by law.

Throughout the relevant statutory period, as a result of the foregoing violations identified in this notice—unpaid meal and rest period premiums, sick leave, and overtime wages—Defendants violated Labor Code section 226(a)(1) by not listing the correct “gross wages earned,” as the employees earned meal and rest period premiums, sick leave, and regular and overtime wages, but were instead underpaid, resulting in an inaccurate reflection and recording of “gross wages earned” on those wage statements. Defendants also violated Labor Code section 226(a)(5) with respect to “net wages earned” for the same reasons, as the “net wages earned” are depreciated and underpaid resulting in an inaccurate reflection on the wage statement.

¹ See generally *Lopez v. Friant & Associates, LLC* (2017) 15 Cal. App. 5th 773, 787-88 (“Consistent with the PAGA statutory framework and the plain language of section 226(e), we hold a plaintiff seeking civil penalties under PAGA for a violation of section 226(a) does not have to satisfy the “injury” and “knowing and intentional” requirements of section 226(e)(1)”; see also *Kastler v. Oh My Green, Inc.* (N.D. Cal., Oct. 25, 2019) Case No. 19-CV-02411-HSG (“Injuries from a failure to provide an accurate pay statement include ‘possibility of not being paid overtime, employee confusion over whether they received all wages owed them, difficulty and expense involved in reconstructing pay records, and forcing employees to make mathematical computations to analyze whether the wages paid in fact compensated them for all hours worked’) (rejecting *Maldonado* defense for class claims).

Furthermore, Defendants violated Labor Code section 226(a)(2) by failing to list employees' "total hours worked," as aggrieved employees worked off-the-clock during uncompensated meal periods, rendering the total hours listed as an inaccurate reflection of hours worked.

Lastly, in violation of Labor Code section 226(a)(9), the hourly rates and corresponding hours worked at those rates are incorrectly listed on Claimant and the aggrieved employees' wage statements. The hourly rates on the wage statement are inaccurate with respect to meal and rest period premiums, sick leave, and overtime rates that were not paid at the "regular rate of pay" and/or regular rate of compensation as those hours were paid at the improper base rate and reflected as such on the wage statements of the aggrieved employees.

For example, Claimant's wage statement for the pay period from June 12, 2022 to June 25, 2022 fails to include all information necessary for Claimant to determine what he was compensated for and how his compensation was calculated. The wage statement shows that during this pay period, Claimant earned a bonus of \$9,232.38 and was paid \$85.31 in overtime wages. Yet, the pay statement fails to show the number of hours worked and the pay rate leading to the \$85.31, as well as the number of regular hours worked, and regular compensation earned during the pay period. It is reasonable to believe that Claimant worked regular hours to achieve the commissions he earned, but such information is not provided in this specific pay statement, and Defendants did not provide Claimant another pay statement for this same pay period. Thus, Defendants violated Labor Code section 226(a) by failing to provide Claimant, and presumably other aggrieved employees, accurate itemized wage statements.

Louis Vuitton USA Inc 1 East 57th Street 11th Floor New York, NY 10022 917-281-2065				Pay Statement Period Start Date 06/12/2022 Period End Date 06/25/2022 Pay Date 07/01/2022 Document 698555 Net Pay \$5,704.66			
Pay Details							
Sebastian Sherwell USA		Employee Number 203597 SSN xxxxxxxxx Job W&J Expert Advisor Hourly Rate \$34.10 Pay Frequency Biweekly		Location U4L - SAN DIEGO LA JOLLA Bus Group LV - Louis Vuitton Dept/St/Tr L53200 - U4L - SAN DIEGO LA JOLLA Region WESTC - West Coast GL Dept L53200 - U4L - SAN DIEGO LA JOLLA		Federal Income Tax \$ 1 CA State Income Tax (Residence) \$ 1 CA State Income Tax (Work) \$ 1	
Earnings				Deductions			
Pay Type	Hours	Pay Rate	Current	YTD	Deduction	Pre-Tax	Employee
Break Penalty	0.0000	\$0.00	\$0.00	\$102.30			
Co. Paid LTD	0.0000	\$0.00	\$0.00	\$69.30			
Commission	0.0000	\$0.00	\$9,292.38	\$39,340.29	401(k)	Yes	\$0.00 \$2,556.64
Group Term Life	0.0000	\$0.00	\$0.00	\$38.40	Basic Life	No	\$0.00 \$0.00
Holiday	0.0000	\$0.00	\$0.00	\$520.80	Co Paid LTD	No	\$0.00 \$69.30
OT Premium	0.0000	\$0.00	\$85.31	\$304.72	DPPO Option	Yes	\$0.00 \$67.92
Overtime	0.0000	\$0.00	\$0.00	\$328.19	Group Term Life	No	\$0.00 \$38.40
Personal Time	0.0000	\$0.00	\$0.00	\$1,364.00	Kaiser	Yes	\$0.00 \$722.73
Regular Hrs.	0.0000	\$0.00	\$0.00	\$28,346.59	Non-Payroll Ck	No	\$0.00 \$3,020.45
Retro Pay	0.0000	\$0.00	\$0.00	\$1,125.38			
Sick Hours	0.0000	\$0.00	\$0.00	\$744.00			
SPIFF Bonus	0.0000	\$0.00	\$0.00	\$284.00			
				Taxes			
				Taxes Current YTD			

Extract from Claimant's Pay Statement for the Pay Period from 6/12/2022 to 6/25/2022

Claimant and other aggrieved employees cannot promptly and easily determine from the wage statement alone the wages paid or earned without reference to other documents or information. Indeed, these wage statement violations are significant because they sowed confusion among Claimant and other aggrieved employees with respect to what amounts were owed and paid, at what rates, the number of hours worked, and how those amounts were calculated. The wage statements reflect a false statement of earnings and concealed the underlying problems and underpayments throughout the relevant period.

Thus, Claimant may recover civil penalties on behalf of himself, the State of California and the aggrieved employees as provided under Labor Code sections 226.3 (\$250/\$1,000) and/or 2699 (\$100/\$200) per violation per pay period per employee, along with all other civil penalties permitted by law.

Failure to Maintain Accurate Records
Violation of Labor Code §§ 1174, 1174.5, 1198; IWC Wage Orders

Because of the violations set forth in this notice, including Defendants' failure to accurately maintain records of pay for all hours worked at the appropriate lawful rates of pay, Defendants violated Labor Code section 1174 and the IWC Wage Orders by failing to maintain accurate payroll records showing all hourly rates in effect and hours worked at those rates, and the wages paid to each employee. As a result, Defendants are liable for a civil penalty of \$500 per employee to Claimant and each aggrieved employee pursuant to Labor Code section 1174.5.

Failure to Provide Employee Records
Violation of Labor Code §§ 226, 432, 1174, 1198.5; IWC Wage Orders

Defendants violated Labor Code sections 226, 432, 1198.5, and 1174 with respect to the aggrieved employees.

Labor Code section 226(b) requires employers to "afford current and former employees the right to inspect or receive a copy of records pertaining to their employment, upon reasonable request to the employer." Labor Code section 432 states that "[i]f an employee ... signs any instrument relating to the obtaining or holding of employment, he shall be given a copy of the instrument upon request." Labor Code section 1198.5 grants "[e]very current and former employee, or his or her representative, ... the right to inspect and receive a copy of the personnel files that the employer maintains relating to the employee's performance or to any grievance concerning the employee." Section 7(A) (Records) of the IWC Wage Orders, which may be enforced through Labor Code section 1198, mandates that employers maintain and make available "time records showing when the employee begins and ends each work period" as well as time records showing "[m]eal periods, split shift intervals, and daily hours worked[.]" Labor Code section 1174(d) requires these and other records be maintained for at least three years.

Defendants failed to provide all records upon Plaintiff's request. Specifically, as a matter of corporate policy and practice, and in non-compliance with California law, Defendants prohibit employees from accessing their time records showing time punches and hours worked. Even when requested, Defendant's corporate policy is to decline providing time records or access to time records for inspection. Moreover, Defendants failed to provide all wage statements upon request to Claimant and other aggrieved employees. Defendants also failed to provide all documents signed or otherwise required to be in employee personnel files, such as all commission or earning policies signed or received by Claimant and other aggrieved employees.

As a result, Claimant may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, as provided under Labor Code sections 226.3 (\$250/\$1,000), 1174.5 (\$500), and 2699 (\$100/\$200) per violation per pay period per employee, along with all other civil penalties permitted by law.

Failure to Provide Written Commission Agreement
Violation of Labor Code § 2751

Defendants failed to provide written commission agreements to all the aggrieved employees, in violation of Labor Code section 2751. When an employer pays commissions as part of employee compensation, section 2751(a) requires that the employer provide a written contract that sets "forth the method by which the commissions" are "computed and paid." Section 2751(b) requires an employer to provide a copy of the commission agreement that is signed by both the employer and the employee.

Defendants paid Claimant and the aggrieved employees a base hourly rate plus commissions and bonuses based on sales. Through the course of their employment, Defendants provided Claimant and aggrieved employees some but not all the commission agreements they were entitled to. For example, Claimant's personnel file contains three commission agreements and they all expired by 2019. The first one is titled "Crocodile Premium Incentive" and was valid from June 1, 2019 through July 31, 2019. The second one is called "Tambour Horizon Watch Incentive" and was valid from July 11, 2017 through August 20, 2017. The last one is named "2017 Louis Vuitton Retail Category Expert Bonus Plan" and was valid only during 2017. Claimant and some of the aggrieved employees worked for Defendants after 2019 and earned commissions throughout their employment. However, Defendants failed to provide Claimant and the aggrieved employees with commission agreements after July 31, 2019, in violation of the California Labor Code 2751(b).

Attorneys' Fees and Costs
Labor Code § 2699(g)

Claimant was compelled to retain the services of counsel to file this court action to protect his interests, the interests of other aggrieved employees, and the State of California. Claimant has thereby incurred and will continue to incur attorneys' fees and costs, which are recoverable on all PAGA causes of action under Labor Code section 2699(g).

**Notice of Demand for Defendants
to Change Policies and Practices**

Claimant intends to pursue legal action against Defendants based on the violations set forth in this notice. Defendants are hereby notified that any attempt to resolve this case must be conducted in coordination with Claimant's counsel to protect the interests of Claimant, the aggrieved employees, and the State of California via the LWDA. Any and all settlements releasing liability require Court approval in connection with Claimant and their counsel to fully release liability and resolve the claims alleged in this notice. Claimant will establish that (1) his lawsuit was a catalyst in motivating Defendants to change their policies and practices and provide the relief sought through this action, (2) that the forthcoming lawsuit has merit and is based on undisputed violations for which Defendants will be liable at trial, and (3) that Claimant has hereby notified Defendants of their violations and considers this notice an attempt to resolve the matter. *See Tipton-Whittingham v. City of Los Angeles* (2004) 34 Cal.4th 604, 608 (citing *Graham v. Daimler-Chrysler Corp.* (2004) 34 Cal. 4th 553 (authorizing an award of catalyst attorneys' fees)).

As the PAGA representative, Claimant has a duty to file this case at the earliest opportunity. Defendants may contact Claimant's counsel with any questions regarding this letter or the forthcoming lawsuit.

CONCLUSION

If the LWDA does not pursue enforcement, Claimant will bring representative claims on behalf of the State of California and the aggrieved employees seeking all recoverable civil penalties for violations of the Labor Code and the IWC Wage Orders, along with attorneys' fees, costs, interest, and other appropriate relief.

Thank you for your attention to this matter.

Sincerely,



Nicholas J. Ferraro

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 Lauren N. Vega, Esq.

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