

HAINES LAW GROUP, APC

Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
Fletcher W. Schmidt (SBN 286462)
fschmidt@haineslawgroup.com
Andrew J. Rowbotham (SBN 301367)
arowbotham@haineslawgroup.com
Susan J. Perez (SBN 329044)
sperez@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355
Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

MIRANDA MARAVILLA, BETSY
CASTELLANOS, and SARA MORENO as
individuals and on behalf of all others
similarly situated,

Plaintiffs,

vs.

LOUIS VUITTON U.S.
MANUFACTURING, INC., a Delaware
corporation; and DOES 1 through 100,

Defendants.

CASE NO. 23STCV19872

*[Case assigned for all purposes to the Hon.
David S. Cunningham III, Dept. SS-11]*

**DECLARATION OF PLAINTIFF
MIRANDA MARAVILLA IN SUPPORT
OF APPROVAL OF CLASS AND PAGA
ACTION SETTLEMENT**

Date: November 25, 2025

Time: 10:00 a.m.

Dept.: SS-11

Action Filed: August 18, 2023

Trial Date: None Set

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

I, Miranda Maravilla, declare as follows:

1. I am an individual over the age of 18 and one of the named plaintiffs in this matter. This declaration is submitted in support of approval of the proposed class and PAGA action settlement reached in this case. I have personal knowledge of the facts stated in this declaration and could testify competently to them if called upon to do so.

2. I was employed by Louis Vuitton U.S. Manufacturing, Inc. (“Defendant”) as a non-exempt employee from approximately December 2020 until approximately July 2025, in its San Dimas, California manufacturing warehouse. My job title was “Artisan,” and my job duties included making handbags with a sewing machine, under a quota of approximately 32 handbags per day.

3. Throughout my employment with Defendant, it did not pay me all the minimum and overtime wages I was owed. Specifically, Defendant required me to put on my necessary protective gear, consisting of steel toe boots, before I clocked in for my shift. This process could take approximately 4-5 minutes each day. Since I was not paid for this time, I believe I was not paid all of my wages.

4. Moreover, due to Defendant's strict quota policy I was not provided with all legally compliant meal periods. Even though Defendant had a bell schedule that alerted me when it was time for my meal periods, Defendant's supervisors pressured me to either take my meal periods late, come back early from my meal periods, or skip my meal periods altogether in order to meet my daily quotas. Similarly, I was also pressured to skip my rest periods to meet my daily quotas. I was also only authorized and permitted to take *exactly* 10 minutes for my rest periods, which did not account for the time it took to travel back and forth from my workstation to the breakroom. Since Defendant required me to return to my workstation before my 10-minute rest period ended, I was not provided with 10 minutes of "rest." Further, Defendant did not allow me to leave its premises during my rest periods.

1 5. Finally, Defendant's warehouse reaches uncomfortably hot temperatures in the
2 summer and uncomfortably cold temperatures in the winter. Specifically, Defendant provides
3 neither adequate air conditioning in the summer nor proper heating in the winter.

4 6. When I first filed my lawsuit, I understood that it had the chance to benefit
5 Defendant's other workers by helping them recover money and penalties they were owed. I felt
6 that Defendant was not following the law, and I wanted Defendant to comply with the law and
7 treat its employees fairly. I feel the other named plaintiffs and I have taken on a greater burden
8 than any of the other class members since we have been actively involved in the litigation since
9 the outset, and because it is our names that are attached to the lawsuit. Although I was aware of
10 the risks associated with filing a public lawsuit, I chose to move forward with the case anyway.
11 Through my efforts, Defendant has agreed to a settlement that will benefit current and former
12 employees of Defendant, and I believe that I should be compensated for carrying the burden of
13 this litigation for the benefit of the other employees.

14 7. I have been an active participant in this case ever since first consulting with my
15 attorneys over two years ago. Among other things, I searched for and provided relevant
16 documents for use in the lawsuit, I provided factual information to my attorneys, had various
17 phone calls with my attorneys to discuss the claims in the lawsuit and Defendant's policies and
18 practices, litigation strategy, and updates on how the case was proceeding and how I could further
19 help the case, assisted my attorneys to help them prepare for mediation, made myself available
20 during the full day mediation to answer any questions posed by the mediator, discussed the status
21 of the case and the settlement agreement with my attorneys, and otherwise assisted my attorneys
22 in moving this case towards resolution. I estimate that I have spent approximately 20 to 30 hours
23 in total on these activities.

24 ///

25 ///

26 ///

1 8. As far as I am aware, I have no actual or potential conflicts of interest with any of
2 the Settlement Class members, with the proposed settlement administrator, Apex Class Action
3 LLC, or the proposed *cy pres* recipient, Legal Aid Foundation of Los Angeles.

4 I declare under penalty of perjury under the laws of the state of California and the United
5 States that the foregoing is true and correct. Executed on August 4, 2025 at Upland,
6 California.

7 

8 Miranda Maravilla (Aug 4, 2025 14:21:50 PDT)

9 Miranda Maravilla