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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 ANDREW J. ROWBOTHAM IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY 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

DECLARATION OF ANDREW J. ROWBOTHAM

I, Andrew J. Rowbotham, declare as follows:

1. I am a Partner at the Haines Law Group, APC, and counsel for the named Plaintiffs Miranda Maravilla, Betsy Castellanos, and Sara Moreno (collectively, "Plaintiffs") in the above-captioned matter. I am a member in good standing of the bar of the State of California and am admitted to practice in this Court. 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 am a 2014 graduate of Pepperdine University School of Law and was admitted to the California State Bar in December 2014. Since that time, I have practiced exclusively in the area of plaintiff's employment litigation. From October 2014 to May 2015, I worked as an associate at the Mesriani Law Group, an employment law firm in Santa Monica, California. The vast majority of my work focused on representing employees in wage and hour and wrongful termination actions. Although non-exhaustive, the type of work I performed included: conducting client intakes; performing pre-filing research and analysis; drafting complaints and letters to the Labor & Workforce Development Agency; attending court hearings; corresponding with opposing counsel; drafting and responding to written discovery; analyzing payroll and timekeeping records and employee handbooks; drafting complaints and mediation briefs; attending mediations; and drafting long-form settlement agreements.

3. Since April 2016, I have worked at my current firm, Haines Law Group, APC. I am currently involved with approximately fifty (50) active wage and hour class actions, including a number of "hybrid" actions asserting nationwide wage and hour claims under the Fair Labor Standards Act, as well as California-specific claims under Rule 23 of the Federal Rules of Civil Procedure.

4. The following is a non-exhaustive list of wage and hour class actions (which have been granted final approval) in which I have been named as Class Counsel:

- *Rodriguez v. Spartan, Inc.*, Case No. BCV-15-100007-DRL, California Superior Court, County of Kern, Honorable David R. Lampe, presiding;

- *Tapper v. Squad Security CA, Inc.*, Case No. BC607241, California Superior Court, County of Los Angeles, Honorable John Shepard Wiley Jr., presiding;
- *Nieves v. Ta Chen International, Inc.,* Case No. BC609005, California Superior Court, County of Los Angeles, Honorable Kenneth R. Freeman, presiding;
- *Mansilla v. Haeco Americas Line Services, LLC,* Case No. BC615310, California Superior Court, County of Los Angeles, Honorable Elihu M. Berle, presiding;
- *Rodriguez v. Mersen USA Oxnard-CA Inc.*, Case No. 56-2015-00471031-CU-OE-VTA, California Superior Court County of Ventura, Honorable Kent M. Kellegrew, presiding;
- *Khosravi v. Enterprise Rent-A-Car Company of Los Angeles, LLC*, Case No. 30-2016-00829923-CU-OE-CXC, Superior Court of California, County of Orange, Honorable Thierry Patrick Colaw presiding;
- *De Loera v. Pharmaceutic Litho & Label Company, Inc.*, Case No. 56-2016-00479931-CU-OE-VTA, Superior Court of California, County of Ventura, Honorable Kent M. Kellegrew presiding;
- *Ortiz v. Endologix, Inc.* Case No. 30-2016-00873893-CU-OE-CXC, Superior Court of California, County of Orange, Honorable William D. Claster presiding;
- *Delgado v. Pacific Coast Cabling, Inc.,* Case No. BC600419, Superior Court of California, County of Los Angeles, Honorable Carolyn B. Kuhl presiding;
- *Valsabel v. Vintage Tile & Stone, Inc.,* Case No. 30-2016-00848602-CU-OE-CXC, Superior Court of California, County of Orange, Honorable Randall J. Sherman presiding;
- *Ramos v. Da/Pro Rubber, Inc.,* Case No. BC621297, Superior Court of California, County of Los Angeles, Honorable William F. Highberger presiding;
- *Lopez v. Bornt & Sons, Inc.,* Case No. ECU09820, Superior Court of California, County of Imperial, Honorable Jeffrey B. Jones presiding;

- *Ruvalcaba Quiroz v. Circle M Contractors, Inc.*, Case No. 30-2016-00885065-CU-OE-CXC, Superior Court of California, County of Orange, Honorable William D. Claster presiding;
- *Armenta, et al., v. California Friends Homes d/b/a Quaker Gardens*, Case No. 30-2016-00883282-CU-OE-CXC, Superior Court of California, County of Orange, Honorable Randall J. Sherman presiding;
- *Ayala, et al., v. Dearden's*, Case No. BC679750, Superior Court of California, County of Los Angeles, Honorable Elihu M. Berle presiding;
- *Becerra v. All Valley Washer Service, Inc.*, Case No. BC663448, Superior Court of California, County of Los Angeles, Honorable Amy D. Hogue presiding;
- *Song, et al. v. Blendtec, Inc.*, Case No. STK-CV-VOE-2016-6272, Superior Court of California, County of San Joaquin, Honorable Roger Ross presiding;
- *Zinnerman v. Tumbleweed Educational Enterprises, Inc.*, Case No. BC673708, Superior Court of California, County of Los Angeles, Honorable Maren E. Nelson presiding;
- *Chairez v. B.E. McCarty, Inc.,* Case No. 56-2017-00503353-CU-OE-VTA, Superior Court of California, County of Ventura, Honorable Vincent O'Neill presiding;
- *Garcia, et al. v. Simplified Labor Staffing Solutions, Inc.*, Case No. BC696898, Los Angeles County Superior Court, Honorable Elihu M. Berle, presiding (approving an hourly rate of $400 for work performed in 2018 and 2019);
- *Delgado v. Spears Manufacturing Co.*, Case No. BC709665, Los Angeles County Superior Court, Honorable Maren E. Nelson, presiding (approving an hourly rate of $425 for work performed in 2018, 2019, and 2020);
- *Soto v. L I Metal Systems*, Case No. 37-2017-00009607-CU-OE-CTL, San Diego County Superior Court, Honorable Timothy Taylor, presiding (approving an hourly rate of $425 for work performed from 2017-2020);

- *Fishback v. Paragon Framing, Inc.*, Case No. CIVDS1906610, San Bernardino County Superior Court, Honorable David Cohn, presiding (approving an hourly rate of $425 for work performed in 2019 and 2020);
- *Fishback v. J.D. Miller Construction Inc.*, Case No. CIVDS1906611, San Bernardino County Superior Court, Honorable David Cohn, presiding (approving an hourly rate of $425 for work performed from 2019-2021);
- *Teeba v. Brill, Inc.*, Case No. CIVDS1923242, San Bernardino County Superior Court, Honorable David Cohn, presiding (approving an hourly rate of $425 for work performed from 2019-2021);
- *Gonzalez v. Precision Hospitality & Development, LLC*, Case No. 30-2020-01127597-CU-OE-CXC, Orange County Superior Court, Honorable Randall J. Sherman, presiding (approving an hourly rate of $450 for work performed in 2020 and 2021);
- *Vides v. Celoseal Roofing, Inc.*, Case No. 30-2020-01162478-CU-OE-CXC, Orange County Superior Court, Honorable Randall J. Sherman, presiding (approving an hourly rate of $475 for work performed from 2020-2022);
- *Qawas v. Socal Framing, Inc.*, Case No. RIC1902588, Riverside County Superior Court, Honorable Sunshine S. Sykes, presiding (approving an hourly rate of $475 for work performed from 2019-2022);
- *Nelson v. Santini Foods, Inc.*, Case No. RG21090890, Alameda County Superior Court, Honorable Evelio Grillo, presiding (approving an hourly rate of $475 for work performed in 2021 and 2022);
- *Zuniga v. Sonar Inc.,* Case No. 30-2019-01117310-CU-OE-CXC, Orange County Superior Court, Honorable Peter Wilson, presiding (approving an hourly rate of $575 for work performed from 2019-2023); and
- *Gonzalez v. Guardian Industries LLC*, Case No. 19CECG02134, Fresno County Superior Court, Honorable Jonathan M. Skiles, presiding (approving an hourly rate of $575 for work performed from 2019-2023).

- *Sanchez v. Dutton Home Services, LLC*, Case No. 22STCV01834, Los Angeles County Superior Court, Honorable Maren E. Nelson, presiding (approving an hourly rate of $575 for work performed from 2022-2023).
- *Ramirez v. Wyndham Vacation Ownership, Inc.,* Case No. 20CV01715, Santa Barbara County Superior Court, Honorable James F. Rigali, presiding (approving an hourly rate of $650 for work performed from 2020-2024).

5. I have also been named as Class Counsel for the certified class following a contested class certification motion in the following case:

- *Staublein v. Wells Fargo Bank, National Association,* Case No. CIVDS1712267, San Bernardino Superior Court, Honorable David Cohn presiding (certifying a wage statement class).

6. In March 2023, I served as trial counsel for the plaintiff and the aggrieved employees in the matter of *Abraham Taduran v. James R. Glidewell, Dental Ceramics, Inc. dba Glidewell Laboratories*, Case No. 30-2017-00934037-CU-OE-CXC, Orange County Superior Court, Honorable William Claster presiding, which was a case brought under the Private Attorneys General Act, Labor Code §§ 2698 *et seq*., that resulted in a six-figure verdict in favor of the aggrieved employees.

7. In addition to the above cases, I also play a significant role in many of my firm's current wage and hour class actions. The scope of my involvement includes but is not limited to: corresponding with opposing counsel; attending court hearings; drafting and responding to written discovery; preparing for and defending depositions; negotiating and drafting long-form settlement agreements; attending mediations; and drafting motions for preliminary and final approval.

8. Between 2020 and 2025, Thomson Reuters recognized me as a Top Young Attorney in Southern California in the annual Rising Stars Edition of Super Lawyer. This is an honor awarded to no more than two-and-a-half percent of attorneys under the age of forty in Southern California each year.

9. As counsel for Plaintiff, I have been actively involved in all aspects of this litigation since its inception. I played an integral part in the negotiation and resolution of the claims at issue in this lawsuit.

10. Attached hereto as **Exhibit 1** is a true and correct copy of the parties' proposed Class Action and PAGA Settlement Agreement and Class Notice ("Settlement Agreement" or "Settlement") and The Court Approved Notice of Class Action and PAGA Settlement and Hearing Date for Final Court Approval ("Notice Packet").

11. Attached hereto as **Exhibit 2** are true and correct copies of Plaintiffs' prefiling letters to the Labor and Workforce Development Agency ("LWDA").

12. Defendant Louis Vuitton U.S. Manufacturing, Inc. ("Defendant") operates luxury handbag manufacturing facilities in California and Texas. Defendant employed Plaintiffs as non-exempt "Artisans" creating handbags at its San Dimas, California manufacturing facility. Like all Class Members, Plaintiffs were subject to Defendant's allegedly unlawful wage and hour policies and practices.

13. On August 18, 2023, Maravilla filed this wage-and-hour class action (the "Action") against Defendant. On October 24, 2023, Maravilla filed the First Amended Class and Representative Action Complaint adding a cause of action for civil penalties under the Private Attorneys General Act, Labor Code § 2698 *et seq.* ("PAGA"). After Defendant's counsel provided Maravilla's signed arbitration agreement containing a class action waiver, Maravilla agreed to dismiss her class and individual claims without prejudice. On November 10, 2023, Maravilla submitted a Demand for Arbitration against Defendant to pursue her individual claims (the "Maravilla Arbitration"). On December 5, 2023, the Court granted Maravilla's request for dismissal of individual and class claims without prejudice and stayed the representative PAGA portion of the Action pending the outcome of the Maravilla Arbitration.

14. On April 22, 2024, Moreno filed a class action complaint against Defendant titled Sara Moreno, et al. v. Louis Vuitton U.S. Manufacturing, Inc., Los Angeles Superior Court Case No. 24STCV10019 (the "Moreno Action"), based on the same or similar factual allegations as those pled in this Action. On May 15, 2024, Moreno amended the complaint to include a

representative PAGA claim. The Moreno Action was later removed to federal court and stayed. On April 29, 2024, Castellanos submitted a Demand for Arbitration against Defendant to pursue her individual claims (the "Castellanos Arbitration"), based on the same or similar factual allegations as those in this Action.

15. On February 24, 2025, the Parties participated in private mediation with Steven J. Rottman, Esq., a respected and experienced wage-and-hour mediator. In anticipation of mediation, Defendant provided Plaintiffs with a sampling of timekeeping and payroll records for non-exempt employees who worked in California during the Class Period, as well as the relevant employee handbook. Plaintiffs' counsel then conducted a comprehensive, classwide analysis of the data to estimate Defendant's maximum potential exposure on all claims at issue. During mediation, the Parties debated the legal bases for their claims and defenses, as well as their respective data analyses. With the significant help of Mr. Rottman, the Parties reached a classwide resolution of all claims at issue. Over the following months, the Parties negotiated and executed the long-form Settlement Agreement now before the Court for preliminary approval.

16. Like Maravilla, Moreno and Castellanos also signed arbitration agreements containing a class action waiver during their employment.

17. On August 4, 2025, Maravilla filed a Stipulation to File a Second Amended Complaint in this Action to add Castellanos and Moreno as named plaintiffs, along with the factual allegations contained in the Maravilla Arbitration, the Moreno Action, and the Castellanos Arbitration.

18. Plaintiffs allege that Defendant failed to pay all wages owed to non-exempt employees during the Class Period due to two related wage violations: (1) unpaid pre-shift work and (2) miscalculation of the regular rate of pay. First, Plaintiffs assert that Defendant failed to maintain accurate records of the hours actually worked by Class Members because employees were required to spend approximately 4 to 5 minutes before each scheduled shift donning personal protective equipment ("PPE"), including smocks and steel toe boots, before clocking in. Plaintiffs contend that this pre-shift preparation time constituted compensable work for which they were not paid. Second, Plaintiffs allege that Defendant paid employees non-discretionary attendance

bonuses and shift differentials, but failed to include the value of these additional forms of compensation when calculating employees' regular rates of pay. As a result, Plaintiffs allege that employees were not accurately paid overtime wages, sick pay, or meal and rest period premiums in pay periods when such compensation was earned.

19. Defendant contends that it accurately recorded all hours worked and paid all wages owed to Class Members. Defendant maintains that it does not employ any policy or practice requiring employees to don PPE before clocking in and argues that most employees typically arrived at the worksite already wearing such equipment. Even assuming donning occurred pre-shift, Defendant argues that any unpaid time would be de minimis. With respect to both claims, Defendant asserts that class certification is improper because resolution would require individualized inquiries into whether employees performed off-the-clock work on any given day, how much time was allegedly worked, whether bonuses were discretionary or non-discretionary, how each bonus was described to employees, and whether eligibility criteria were uniformly applied. According to Defendant, these fact-specific determinations preclude the use of common proof and would necessitate a series of mini-trials, rendering the claims unmanageable for classwide adjudication.

20. Plaintiffs further assert that Defendant failed to provide employees with all timely, duty-free, uninterrupted 30-minute meal periods to which they were entitled. Specifically, Plaintiffs claim Defendant imposed strict manufacturing quotas that required employees to delay their meal periods until after the fifth and tenth hour of work or to skip meal periods entirely. Plaintiffs further allege that Defendant maintained a bell schedule to signal the start and end of meal periods but, in practice, failed to provide at least 30 minutes of net rest in a suitable resting area, as required by Section 12(A) of the Wage Order. According to Plaintiffs, Defendant's bell schedule was timed to provide exactly 30 minutes for a meal period, without accounting for travel time between workstations and the breakroom, resulting in shortened meal periods. Plaintiffs also allege that, during a portion of the Class Period, Defendant deducted 30-minute meal periods from time records regardless of whether a legally compliant meal period had actually been provided.

21. Defendant contends that it maintained lawful meal period policies and practices throughout the Class Period. Specifically, Defendant argues that under *Brinker*, it is only required to "provide" the opportunity to take meal periods, not to "ensure" that they are actually taken, which Defendant contends it has always done. Defendant asserts that if employees did not take timely or duty-free first or second meal periods, it was solely due to employee choice and not reflective of Defendant's policies or practices. Defendant further asserts that Plaintiffs' "net" rest theory fails because employees are not required to limit their meal periods to exactly 30 minutes and any employee who returned to their workstation before the bell signaled the end of the meal period did so by personal choice. Defendant contends that Plaintiffs' meal period claim is not suitable for class certification because it would require individualized inquiries into whether an employee chose not to take a provided meal period, whether that meal was waived, and whether an employee voluntarily returned to their workstation before the bell signaled the end of the meal period. According to Defendant, these individualized issues would result in an unmanageable series of mini-trials.

22. Plaintiffs allege that Defendant failed to authorize and permit employees to take all lawful rest periods to which they were entitled. Specifically, as with meal periods, Plaintiffs allege that Defendant pressured employees to forgo rest periods in order to meet strict manufacturing quotas. Plaintiffs further allege that Defendant failed to authorize and permit a 10-minute "net" rest period beginning when the employee reached a rest area away from the workstation. Plaintiffs allege that Defendant only authorized exactly 10-minute rest periods beginning when an employee left their workstation and ending upon return, without accounting for the time needed to walk to and from the designated breakroom. Plaintiffs also allege that Defendant prohibited employees from leaving the premises during rest breaks, in violation of *Augustus*.

23. Defendant maintains that it authorized and permitted legally compliant rest periods throughout the Class Period. Defendant asserts that if employees skipped rest periods, it was solely the result of employee choice and not reflective of Defendant's policies or practices. Defendant also argues that employees were authorized to take a full 10-minute rest period away

from their workstations, and that it did not consider travel time to or from the breakroom as part of the rest period. Defendant further asserts that, in practice, employees were permitted to leave the premises during rest periods. Defendant argues that the rest period claim is unmanageable and not suitable for class certification because it would require individualized inquiries into why employees skipped rest periods on any given day. According to Defendant, Plaintiffs will be unable to substantiate these questions with any common documentary evidence, as employers are not required to record rest periods.

24. As a result of Defendant's alleged failure to pay all overtime wages, minimum wages, and meal and rest period premiums, Plaintiffs assert that Defendant also failed to issue accurate, itemized wage statements and failed to timely pay all final wages at the time of separation. Plaintiffs also seek PAGA civil penalties on behalf of all aggrieved employees.

25. Defendant maintains at the outset that Plaintiffs' class claims are not viable in court because Plaintiffs and the putative class members signed arbitration agreements containing class action waivers. Absent settlement, Defendant contends that this matter would proceed in court solely as a PAGA action, and only if Plaintiffs were able to establish their standing as aggrieved employees in their individual arbitration. Beyond that, Defendant argues that Plaintiffs' underlying claims will fail and, as a result, the derivative wage statement, waiting time, and PAGA claims will also fail. Defendant also maintains that Plaintiffs cannot show the wage statement violations were "knowing and intentional," or that employees "suffer[ed] injury" as a result of the alleged violations, as required by Labor Code § 226(e) for the imposition of penalties. Defendant further maintains that its good faith defenses to Plaintiffs' underlying claims would preclude recovery of waiting time penalties, which are only available for the "willful" failure to pay wages, and that the Court would exercise its discretion to substantially reduce any PAGA penalties awarded.

26. According to Defendant's records, there are approximately 1,084 potential Class Members. Based on the estimated NSA, the average Individual Class Payment is projected to be approximately $969.11. The average Individual PAGA Payment is projected to be approximately $38.05. Class Members can be easily identified using Defendant's employment and payroll

records. Based on the information provided by Defendant, the Settlement Class consists of approximately 1,084 individuals, rendering it impracticable to bring all Class Members before the Court.

27. At the time of seeking final settlement approval, Plaintiffs will apply for Class Representative Service Payments of $7,500.00 each ($22,500.00 total) in recognition of their service to the Settlement Class. These payments are intended to recognize the significant time and effort that Plaintiffs expended on behalf of the Settlement Class, including collecting and producing relevant documents, providing factual information to counsel, participating in calls to discuss the claims and Defendant's policies and practices, preparing for and responding to discovery, assisting with mediation preparation, being available to entire day of mediation, reviewing and commenting on settlement documents, and otherwise supporting counsel in moving the case toward resolution.

28. My firm and co-counsel will also apply for an attorneys' fee award of up to one third of the Gross Settlement Amount (currently estimated at $600,000.00), and up to $40,000.00 in reimbursement for actual litigation costs. Plaintiffs submit that the requested fee fairly compensates my firm and co-counsel for undertaking complex, risky, expensive, and time-consuming litigation on a purely contingent basis. My firm has incurred substantial attorneys' fees conducting pre-filing investigation, analyzing Plaintiffs' claims, conducting legal research and analysis, engaging in substantial formal discovery in the related individual arbitrations, reviewing class documents and data produced by Defendant, extensively analyzing the produced timekeeping and payroll records to build a comprehensive damages model, preparing for and attending mediation, negotiating and drafting the Memorandum of Understanding, Settlement Agreement, and Notice Packet, preparing this motion for preliminary approval, and otherwise litigating the case. My firm will also expend future attorney time attending the hearing on this Motion, overseeing the Notice process, drafting the Final Approval Motion and supporting documents, attending the Final Approval hearing, and completing other tasks, such as fielding questions from Class Members.

29. My firm carefully vetted the claims at issue, reviewed extensive timekeeping and payroll records spanning the entire Class Period, reviewed relevant policy documents, and created a comprehensive damages model for Defendant's alleged liability. Although the Parties engaged in substantial informal discovery and information exchange prior to mediation, they had not yet completed their discovery efforts. Absent settlement, the Parties would be required to expend substantial time and resources litigating the individual arbitrations then the representative PAGA claims in court. Even if Plaintiffs were to prevail in proving their aggrieved employee status, continued litigation would likely involve significant formal discovery, motion practice, and post-trial appeals.

30. Plaintiffs' data analysis determined that Class Members worked an aggregate total of 179,267 workweeks during the Class Period. Plaintiffs conservatively estimate that Class Members were required to spend approximately 2 minutes per day (10 minutes per workweek, or 0.167 hours) donning PPE off-the-clock. Accordingly, Plaintiffs calculated Defendant's maximum potential exposure for off-the-clock wage violations at approximately $621,504.00 (179,267 workweeks * 0.167 hours * $20.76 approximate average hourly rate of pay).

31. Plaintiffs' complaint also includes an allegation that Defendants failed to include certain bonuses in the regular rate of pay for overtime purposes. However, after a review of the payroll records Plaintiffs concede that these bonuses were both sporadic and minimal. As a result, any additional underpayment would be negligible. Plaintiffs accordingly assigned nominal value to the claim for settlement purposes.

32. Defendant maintains that its timekeeping policies and practices comply with California law, and that it properly compensated Class Members for all hours worked, considering that employees had the opportunity to clock in before donning their PPE. Defendant also asserts that this claim is not suitable for class treatment, as it requires individualized inquiries into whether an employee donned PPE before or after clocking in and precisely how much time each employee allegedly spent off the clock on any given day. Plaintiff discounted the maximum exposure by 95% for the risk of non-certification (accounting for arbitration agreements), and by

an additional 25% for the risk of losing on the merits, resulting in an estimated exposure of $23,306.

33. Plaintiffs' data analysis determined that Class Members worked an aggregate total of 123,135 workweeks during the portion of the Class Period when Defendant's bell schedule was in use. Because Plaintiffs contend that this schedule prevented employees from receiving 30 minutes of "net" rest, they calculated at least one meal period premium per day per workweek during that time. Accordingly, Plaintiffs calculated Defendant's maximum potential liability for this claim at $12,781,413 (123,135 workweeks * 5 violations per week * $20.76 average meal premium).

34. Defendant asserts that it maintained lawful meal period policies and practices during the Class Period, and that any failure by an employee to take a compliant meal period was the result of employee choice rather than company policy. Defendant further asserts that Plaintiffs' "net" rest theory is not suitable for class certification, as individual inquiries would be required to assess the amount of time it took each employee to walk between their workstation and the breakroom, resulting in an unmanageable series of mini-trials. Plaintiff discounted the maximum exposure by 95% for the risk of non-certification (accounting for arbitration agreements), and by an additional 60% for the risk of losing on the merits, resulting in an estimated exposure of $191,721.

35. As mentioned above, Class Members worked an aggregate total of 179,267 workweeks during the Class Period. Given that employees rarely worked shifts under 3.5 hours, Plaintiffs attribute five rest period violations per workweek to Defendant's unlawful bell schedule which failed to authorize 10 "net" minutes of rest. Accordingly, Plaintiffs calculated Defendant's maximum potential liability for this claim at $18,607,915 (179,267 workweeks * 5 violations per week* $20.76 average rest premium).

36. Defendant argues that it has always authorized and permitted rest periods in accordance with California law and disputes Plaintiffs' allegation that rest periods began only once employees left their workstations. Defendant further asserts that some employees may have chosen to take rest periods in locations other than the designated breakroom, and that the duration

and location of each rest period would vary by individual and shift. Plaintiff discounted the maximum exposure by 95% for the risk of non-certification (accounting for arbitration agreements), and by an additional 70% for the risk of losing on the merits, resulting in an estimated exposure of $279,119.

37. Defendant issued approximately 37,195 wage statements to 657 Class Members during the period relevant to wage statement penalties. Given the $4,000 statutory maximum per employee, Plaintiffs calculated Defendant's maximum potential wage statement exposure at $2,628,000 (657 employees * $4,000 maximum penalty).

38. Defendant claims that any wage statement violations were inadvertent rather than "knowing and intentional," and that Plaintiffs could not establish that Class Members "suffer[ed] injury" as a result of the alleged violations. Plaintiff discounted the maximum exposure by 95% for the risk of non-certification (accounting for arbitration agreements), and by an additional 25% for the risk of losing on the merits, resulting in an estimated exposure of $98,550.

39. Plaintiffs' analysis determined that 407 employees separated from their employment with Defendant within three years of the filing of the complaint. As a result of Defendant's alleged failure to pay all wages owed, Plaintiffs assert that each of these employees was owed wages that remained unpaid at the time of separation. Accordingly, Plaintiffs calculated Defendant's maximum potential liability for this claim at $2,027,837 (407 former employees * $20.76 average hourly rate * 8 hours * 30 days).

40. Defendant maintains that waiting time penalties are not appropriate given its good-faith defenses which will prevent Plaintiffs from establishing a willful failure to pay all final wages. Plaintiff discounted the maximum exposure by 95% for the risk of non-certification (accounting for arbitration agreements), and by an additional 25% for the risk of losing on the merits, resulting in an estimated exposure of $76,044.

41. Plaintiffs allege that the underlying Labor Code violations occurred on a daily basis and contend that PAGA penalties are recoverable for each of the 37,195 pay periods worked by Aggrieved Employees during the PAGA Period. Plaintiffs therefore calculate Defendant's maximum PAGA exposure at $3,719,500 (37,195 pay periods * $100 "initial" violation).

42. However, these penalties are entirely derivative of the underlying violations, which Defendant vigorously disputes. Plaintiffs also acknowledge that the Court retains discretion to substantially reduce any PAGA award. Plaintiffs applied a 60% discount to the maximum exposure based on the risk of losing on the merits and the likelihood that the Court would reduce the penalties, resulting in an expected exposure of $1,487,800.

43. Based on these estimates, Plaintiffs calculated the potential classwide recovery at approximately $2,156,540. Thus, the proposed $1,800,000 recovery represents 83.47% of Plaintiffs' reasonably forecasted classwide recovery, an amount well within the range courts have approved as fair, reasonable, and adequate, while also providing a meaningful recovery for Class Members who would likely be foreclosed from pursuing claims on a classwide basis in court due to arbitration agreements containing class action waivers.

44. My firm conducted an extensive review and analysis of Defendant's produced timekeeping and payroll records and drew on their extensive experience in similar cases to assess the strengths and weaknesses of Plaintiffs' case. It was only after the completion of this work that the Parties attended mediation and ultimately accepted a mediator's proposal for a classwide settlement of all claims at issue. This proposed Settlement is entitled to an initial presumption of fairness since it is the result of the exchange of pertinent information, including relevant policies and employee timekeeping and payroll records, arm's-length negotiations by counsel, mediation before an experienced wage and hour class action mediator, and continued negotiations until the long-form Settlement was finalized.

45. Attached hereto as **Exhibit 3** is a true and correct copy of Plaintiffs' Settlement Submission to the LWDA and the LWDA's Confirmation of Receipt.

46. I confirm that I do not have any interest or involvement in, and am not affiliated with, the proposed settlement administrator, Apex Class Action Administration or the proposed *cy pres* recipient, Legal Aid Foundation of Los Angeles.

I declare under penalty of perjury under the laws of California and the United States that the foregoing is true and correct. Executed on August 7, 2025, at El Segundo, California.

Andrew J. Rowbotham

EXHIBIT 1

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement and Class Notice (this "Agreement") is made by and between Plaintiffs Miranda Maravilla, Betsy Castellanos, and Sara Moreno ("Plaintiffs") and Defendant Louis Vuitton U.S. Manufacturing, Inc., a Delaware corporation ("Defendant"). This Agreement refers to Plaintiffs and Defendant collectively as the "Parties", or individually as "Party".

1. DEFINITIONS.

1.1 "Action" means Plaintiffs' lawsuit alleging wage and hour violations against Defendant captioned *Miranda Maravilla, et al. v. Louis Vuitton U.S. Manufacturing, Inc.*, Los Angeles Superior Court, Case No. 23STCV19872 initiated on August 18, 2023, as amended to include any and all claims pending in *Betsy Castellanos v. Louis Vuitton Manufacturing, Inc.*, JAMS Ref. No. 5220005987 initiated on April 29, 2024, and *Sara Moreno v. Louis Vuitton Manufacturing, Inc.,* U.S. Central District Court Case No. 2:24-CV-04893-AB-JPR initiated on April 22, 2024.

1.2 "Administrator" means Apex Class Action Administration, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3 "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with preliminary settlement approval.

1.4 "Aggrieved Employees" are all of Defendant's current and former non-exempt employees who worked for Defendant in California at any time between August 18, 2022, and July 1, 2025.

1.5 "Class" means all of Defendant's current and former non-exempt employees who worked for Defendant in California at any time between August 18, 2019, and July 1, 2025.

1.6 "Class Counsel" or "Plaintiff's Counsel" means Paul K. Haines, Fletcher W. Schmidt, Andrew J. Rowbotham, and Susan J. Perez of Haines Law Group, APC and Orion Robinson of Robinson Di Lando, A Professional Law Corporation.

1.7 "Class Counsel Fees Payment" means the amount allocated to Class Counsel for reimbursement of reasonable attorneys' fees not to exceed 1/3 of the Gross Settlement Amount.

1.8 "Class Counsel Litigation Expenses Payment" means the amount allocated to Class Counsel for reasonable verified litigation costs and expenses not to exceed $40,000.00.

1.9 "Class Data" means Class Member identifying information in Defendant's possession including the Class Member's name, last-known mailing address, phone number, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.

1.10 "Class Member" means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an

Aggrieved Employee).

1.11 "Class Member Address Search" means the Administrator's investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means, including, but not limited to, the National Change of Address database ("NCOA"), skip traces, and direct contact by the Administrator with Class Members.

1.12 "Class Notice" means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English and Spanish, attached as **Exhibit A** and incorporated by reference into this Agreement.

1.13 "Class Period" means the time period of August 18, 2019, to July 1, 2025.

1.14 "Class Representatives" means Miranda Maravilla, Betsy Castellanos, and Sara Moreno, who are the named Plaintiffs in the operative complaint in the Action seeking Court approval to serve as a Class Representatives.

1.15 "Class Representative Service Payments" means the payment to the Class Representatives for initiating the Action and providing services in support of the Action.

1.16 "Court" means the Superior Court of California, County of Los Angeles.

1.17 "Defendant" means Defendant Louis Vuitton U.S. Manufacturing, Inc.

1.18 "Defense Counsel" means Christina T. Tellado and Mary Vu of Polsinelli, LLP.

1.19 "Effective Date" means the date by when all of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; (b) the Judgment is final; and (c) Defendant deposits the entire Gross Settlement Amount with the Administrator. The Judgment is final as of the latest of the following occurrences: (a) if no timely objections are filed or if all objections are withdrawn, the date upon which the Court enters Final Approval; (b) if an objection is filed and not withdrawn, the date for filing an appeal and no such appeal being filed; or (c) if any timely appeals are filed, the date of the resolution (or withdrawal) of any such appeal in a way that does not alter the terms of the Settlement.

1.20 "Final Approval" means the Court's order granting final approval of the Settlement.

1.21 "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.

1.22 "Gross Settlement Amount" means $1,800,000.00, which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below (Escalator Clause). The Gross Settlement Amount will be used to pay the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Administrator Expenses Payment, settlement payments to Class Members, the LWDA PAGA Payment, and the Class Representative Service Payments.

1.23 "Individual Class Payment" means the Participating Class Member's share of the Net Settlement Amount calculated in accordance with Paragraph 3.2.4.

1.24 "Individual PAGA Payment" means the Aggrieved Employee's share of 25% of the PAGA Penalties calculated in accordance with Paragraph 3.2.5.1.

1.25 "Judgment" means the judgment entered by the Court based upon the Final Approval.

1.26 "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code § 2699, subd. (i).

1.27 "LWDA PAGA Payment" means the 75% portion of the PAGA Penalties (i.e, $75,000.00) allocated and paid to the LWDA under Labor Code § 2699, subd. (i).

1.28 "Net Settlement Amount" means the Gross Settlement Amount less Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Administrator Expenses Payment, the Class Representative Service Payments, and the LWDA PAGA Payment. To the extent the Court does not approve the full requested attorneys' fees, litigation costs, Class Representative Service Payments, or settlement administration costs, the Net Settlement Amount will increase.

1.29 "Non-Participating Class Member" means any Class Member who opts-out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.30 "PAGA Pay Period" means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.31 "PAGA Period" means the time period of August 18, 2022, to July 1, 2025.

1.32 "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. *et seq*.).

1.33 "PAGA Notices" means Plaintiffs' letters, including Plaintiff Miranda Maravilla's initial letter dated August 18, 2023, Plaintiff Miranda Maravilla's and Betsy Castellanos's joint letter dated April 25, 2025, and Plaintiff Sara Moreno's letter dated March 11, 2024, to Defendant and the LWDA providing notice pursuant to Labor Code § 2699.3, subd. (a).

1.34 "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount (i.e., $100,000.00), allocated 25% to the Aggrieved Employees ($25,000.00) and 75% to LWDA ($75,000.00) in settlement of PAGA claims.

1.35 "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.36 "Plaintiffs" means Miranda Maravilla, Betsy Castellanos, and Sara Moreno, the named plaintiffs in the Action.

1.37 "Preliminary Approval Order" means the Court's Order Granting Preliminary Approval of the Settlement.

1.38 "Released Class Claims" means the claims being released as described in Paragraph 5.2 below.

1.39 "Released PAGA Claims" means the claims being released as described in Paragraph 5.3 below.

1.40 "Released Parties" means: Defendant or any of its respective current or former directors, officers, members, administrators, agents, insurers, beneficiaries, trustees, employee benefit plans, representatives, servants, employees, attorneys, parents, subsidiaries, affiliates, divisions, branches, units, shareholders, investors, contractors, successors, joint venturers, predecessors, related entities, and assigns, and all other individuals and entities acting on its behalf.

1.41 "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member and including the information specified in Paragraph 7.5.1.

1.42 "Response Deadline" means sixty (60) calendar days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail their Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline has expired.

1.43 "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

1.44 "Workweek" means any week during which a Class Member worked for Defendant for at least one day, during the Class Period.

2. RECITALS.

2.1 On August 18, 2023, Plaintiff Miranda Maravilla filed a class action complaint against Defendant in Los Angeles County Superior Court titled *Miranda Maravilla, et al. v. Louis Vuitton U.S. Manufacturing, Inc.*, Case No. 23STCV19872. On the same day, Plaintiff Miranda Maravilla submitted a letter to the LWDA indicating her intent to pursue civil penalties pursuant to the PAGA. On October 24, 2023, after Plaintiff Miranda Maravilla exhausted her administrative remedies with the LWDA, Plaintiff Miranda Maravilla filed a First Amended Class and Representative Action Complaint to add a cause of action for civil penalties under the PAGA. After Defendant's counsel provided Plaintiff Miranda Maravilla's counsel with Plaintiff Miranda Maravilla's signed arbitration agreement containing a class action waiver, Plaintiff Miranda Maravilla filed a request to dismiss Plaintiff Miranda Maravilla's individual PAGA claim and class claims. On November 10, 2023, Plaintiff Miranda Maravilla submitted a Demand for Arbitration against Defendant, to pursue her individual PAGA claim and class claims against Defendant (the "Maravilla Arbitration"). On December 5, 2023, the court granted Plaintiff Miranda Maravilla's Request for Dismissal of Individual and Class Claims without Prejudice and stayed the representative PAGA portion of this Action, pending the outcome of the Maravilla Arbitration.

On April 22, 2024, Plaintiff Sara Moreno filed a class action complaint against Defendant in Los Angeles County Superior Court titled *Sara Moreno, et al. v. Louis Vuitton U.S. Manufacturing, Inc.*, Case No. 24STCV10019 (the "Moreno Action"). On May 15, 2024, Plaintiff Sara Moreno amended the complaint to add a representative PAGA claim. Similar to the Action, Defendant's counsel provided Plaintiff Sara Moreno's counsel with Plaintiff Sara Moreno's signed arbitration agreement containing a class action waiver. The Moreno Action was subsequently removed to federal court and stayed pending mediation.

On April 29, 2024, Plaintiff Betsy Castellanos submitted a Demand for Arbitration against Defendant to pursue her individual PAGA claim and class claims against Defendant (the "Castellanos Arbitration").

As part of the Parties' Settlement, Plaintiff Miranda Maravilla will file a Stipulation to File a Second Amended Complaint ("Stipulation") in this Action for the purpose of adding Plaintiffs Betsy Castellanos and Sara Moreno as named plaintiffs along with all factual allegations contained in the Maravilla Arbitration, the Moreno Action, and the Castellanos Arbitration. Once the court signs the Stipulation, the Second Amended Complaint is filed, and the Agreement receives final approval, the Parties will request dismissals of the Maravilla Arbitration, the Moreno Action, and the Castellanos Arbitration, with prejudice. The Parties will move forward with settlement approval of all claims in this Action.

2.2 Pursuant to Labor Code § 2699.3, subd. (a), Plaintiffs gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.

2.3 On February 24, 2025, the Parties participated in a full day mediation presided over by Steven J. Rottman, Esq., which led to this Agreement to settle the Action.

2.4 Prior to mediation, Plaintiffs obtained, through informal discovery, a representative sampling of timekeeping and payroll records for the Class Members, and key policy documents from Defendant. Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc*. (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc*. (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

2.5 The Court has not granted class certification.

2.6 The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below (Escalator Clause), Defendant promises to pay a total of $1,800,000.00 as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.2 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.2 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:

3.2.1 To Plaintiffs: Class Representative Service Payments to the Class Representatives of not more than $7,500.00 for each named Plaintiff, totaling $22,500.00 (in addition to any

Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiffs' request for a Class Representative Service Payments that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payments less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. An award of less than the requested amount for the Class Representative Service Payments will not give rise to a basis to abrogate the Settlement Agreement. The Administrator will pay the Class Representative Service Payments using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payments.

3.2.2 To Class Counsel: The Class Counsel Fees Payment shall not exceed 1/3rd of the Gross Settlement Amount and is currently estimated to be $600,000.00, and the Class Counsel Litigation Expenses Payment shall not exceed $40,000.00. Defendant will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves the Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment for 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 Plaintiff's Counsel arising from any claim to any portion of the Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and agrees to hold Defendant and the other Released Parties harmless, and indemnify Defendant and the other Released Parties, against any and all costs, penalties, taxes or other payments made or required as a result of the allocation of those payments, if any, or the reporting of those payments. Except for the allocation of attorneys' fees and costs from the Gross Settlement Amount set forth in this Paragraph, the Parties agree to bear their own attorneys' fees and costs related to this Action.

3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed $11,990.00 except for a showing of good cause and as approved by the Court. To the extent the Administrator Expenses Payment is less or the Court approves payment less than the above stated amount, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4 To Each Participating Class Member: The Individual Class Payment will be calculated as follows: (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by the total number of Workweeks worked by such Participating Class Member.

3.2.4.1 Tax Allocation of Individual Class Payments. Individual Class Payments made to Participating Class Members will be attributed as 1/3 wages and 2/3 interest and penalties. Individual PAGA Payments will be allocated as 100% penalties. The amounts paid as wages shall be subject to all tax withholdings customarily made from the employee's wages and all other authorized and required withholdings. The amounts paid as penalties and interest shall be subject to all authorized and required withholdings other than the tax withholdings customarily made from employees' wages. The Settlement Administrator will be responsible for issuing to Participating Class Members a form W-2 for amounts deemed "wages" and an IRS Form 1099 for the amounts deemed penalties and interest. The Participating Class Members are responsible for their share of the payroll taxes, which will be deducted from their Individual Class Payments. Defendant is responsible for the employer share of payroll taxes separate and apart from the Gross Settlement Amount, and these taxes will not be deducted from the Gross Settlement Amount.

3.2.4.2 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 for distribution to Participating Class Members pursuant to the formula in Paragraph 3.2.4.

3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of $100,000.00 to be paid from the Gross Settlement Amount, with 75% ($75,000.00) allocated to the LWDA PAGA Payment and 25% ($25,000.00) allocated to the Individual PAGA Payments.

3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties ($25,000.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by the total number of PAGA Pay Periods worked by the applicable Aggrieved Employee. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Class Data. Not later than fifteen (15) business days after the Court grants Preliminary Approval of the Settlement and subject to the Administrator signing a confidentiality agreement, Defendant will deliver the Class Data to the Administrator (to the extent such information is available). To protect Class Members' privacy rights, the Administrator will maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement and who have signed a confidentiality agreement on terms as protective as this Agreement; the Administrator will be responsible for any breach of this Paragraph by its employees. Administrator may share sufficient data (excluding contact information) with Class Counsel to help resolve issues regarding the distribution of the Settlement and Class Members' questions, should they arise. Defendant has a continuing duty to promptly 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 deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.2 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, along with all amounts necessary to fully pay Defendant's share of payroll taxes (which will be paid separate and apart from the Gross Settlement Amount), by transmitting the funds to the Administrator no later than thirty (30) days after the Court enters a Judgment on its Order Granting Final Approval of the Settlement, assuming no objections or appeals. Should an objection or appeal be filed, Defendant will fund the Gross Settlement Amount within sixty-five (65) days after the Judgment becomes final.

4.3 Payments from the Gross Settlement Amount. Within ten (10) business days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payments. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payments shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.3.1 The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA 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 (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 Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (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. Before mailing any checks, the Administrator will update the recipients' mailing addresses using the National Change of Address Database.

4.3.2 The Administrator will conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within seven (7) days after receiving a returned check the Administrator will 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.

4.3.3 For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to Legal Aid Foundation of Los Angeles ("Cy Pres Recipient"), a 501(c)(3) nonprofit, to help provide legal aid services to the indigent population of Los Angeles. After the void date, the Parties will submit a declaration from the Administrator attesting to the total amount that was actually paid to the class members along with any interest that has accrued thereon. The Parties will concurrently submit an amended Judgment to direct the Administrator to disburse these amounts to the Cy Pres Recipient in compliance with California Code of Civil Procedure § 384(b). The Parties, Class Counsel, and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.

4.3.4 The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. **RELEASES OF CLAIMS.** As of the Effective Date, Plaintiff, Participating Class Members and Aggrieved Employees hereby fully and forever release and discharge all claims against all Released Parties as follows:

5.1 Plaintiffs' Release. Upon entry of the final order and judgment following the fairness hearing, Plaintiffs and each of their former and present spouses, attorneys, successors, assigns, legatees, heirs, and personal representatives waive, release, forever discharge, and will not pursue any manner of action, cause of action, claim, demand, right, suit, obligation, debt, contract, agreement, promise, liability, or remedy of any nature whatsoever (including without limitation any damages, charges, penalties, losses, costs, expenses, and attorneys' fees), whether in law or in equity, under contract, tort or any other subject area, or under any statute, rule, regulation, order, or law, whether federal, state, or local, on any grounds whatsoever, arising out of or relating to any acts, facts, omissions or obligations, whether known or unknown, whether foreseen or unforeseen, fixed or contingent, against Defendant or any of its respective current or former directors, officers, members, administrators, agents, insurers, beneficiaries, trustees, employee benefit plans, representatives, servants, employees, attorneys, parents, subsidiaries, affiliates, divisions, branches, units, shareholders, investors, contractors, successors, joint venturers, predecessors, related entities, and assigns, and all other individuals and entities acting on its behalf (as defined in 1.40, the "Released Parties").

Plaintiffs' 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.

However, this release shall not apply to claims for workers' compensation benefits, unemployment insurance benefits, pension or retirement benefits, or any other claim or right that cannot be waived or released as a matter of law.

5.1.1 Plaintiffs' Waiver of Rights Under California Civil Code § 1542. In addition, Plaintiffs, and each of Plaintiffs' successors, assigns, legatees, heirs, and personal representatives, expressly waive and relinquish, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, or any other similar provision under federal or state law, which provides:

> **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.**

Plaintiffs agree that this waiver is an essential and material term of this release and the settlement that underlies it and that without such waiver the settlement would not have been accepted.

5.2 Release by Participating Class Members: Upon entry of the final order and judgment following the fairness hearing, Plaintiffs and all Participating Class Members who do not validly and timely request to be excluded from the Class, and each of their respective past or current spouses, attorneys, successors, assigns, legatees, heirs, and personal representatives release the Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the operative pleadings in the Actions and letter(s) sent by Plaintiffs to the LWDA, 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; timeliness of wages; payment of wages at separation of employment; waiting time penalties; itemized wage statements and/or accuracy of wage statements; recordkeeping;; 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 201-204, 226 *et seq*., 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2802, 2804, 2698 *et seq*., Business and Professions Code § 17200 *et seq*, 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. The time period covered by this release mirrors the Class Period.

5.3 Release by Aggrieved Employees: Upon entry of the final order and judgment following the fairness hearing, Plaintiffs and all Aggrieved Employees shall on behalf of themselves and on behalf of the LWDA waive, release, and forever discharge the Released Parties from any kind of claim or action for civil penalties under PAGA (the California Private Attorneys General Act, Labor Code section 2698, et seq.) during the PAGA Period, based on or arising out of the factual allegations of the operative pleadings in the Actions and letter(s) sent by Plaintiffs to the LWDA including, but not limited to, 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. This release also includes, but is not limited to, any and all claims under California Labor Code sections 201-204, 226 *et seq*., 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2802, 2804, 2698 *et seq*., 2699, 2699.3, and 2699.5. Business and Professions Code § 17200 *et seq*, and the applicable California Industrial Welfare Commission Wage Order(s).

6. **MOTION FOR PRELIMINARY APPROVAL.** Plaintiffs will prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals. Plaintiffs will send notice of the settlement to the LWDA as required under PAGA.

6.1 Plaintiffs' Responsibilities. Plaintiffs will prepare all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code § 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiffs, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and the Administrator; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code § 2699.3, subd. (a)), Operative Complaint (Labor Code § 2699, subd. (l)(1)), this Agreement (Labor Code § 2699, subd. (l)(2)); (vi) a redlined version of this agreement between the Parties compared with, and showing all modifications made to, the Model Agreement ready for filing with the Court; and (vii) all facts relevant to any actual or potential conflict of interest with Class Members, and the Administrator. In their Declarations, Plaintiffs and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Responsibilities of Counsel. Class Counsel is responsible for expeditiously finalizing and filing the Motion for Preliminary Approval within twenty (20) court days of the Parties executing this Agreement. Class Counsel and Defense Counsel are jointly responsible for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

6.2.1 Defendant's Declaration in Support of Preliminary Approval. Sufficiently in advance of the deadline to file the Motion for Preliminary Approval, Defendant will prepare and deliver to Class Counsel a signed Declaration from Defendant and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In their Declarations, Defense Counsel and Defendant shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.3 Duty to Cooperate. 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 on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns. The Court's decision to award less than the amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, and/or Administrator Expenses Payment shall not constitute a material modification to this Agreement within the meaning of this Paragraph.

7. **SETTLEMENT ADMINISTRATION.**

7.1 Selection of Administrator. The Parties have jointly selected Apex Class Action Administration to serve as the Administrator and verified that, as a condition of appointment, 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 the Administration Expenses Payment. 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.

7.2 Employer Identification Number. The Administrator shall obtain and use its own Employer Identification Number for purposes of providing any necessary reports to state and federal tax authorities.

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation § 468B-1.

7.4 Notice to Class Members.

7.4.1 As expeditiously as possible 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, Aggrieved Employees, and Class Period Workweeks and PAGA Pay Periods in the Class Data.

7.4.2 Using best efforts to perform as soon as possible, and on or before thirty (30) calendar days after entry of the preliminary approval order, 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 **Exhibit A**. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Class Period Workweeks / PAGA Pay Periods used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

7.4.3 Not later than seven (7) 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 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 whose Class Notice is returned by the USPS after being re-mailed a second time.

7.4.4 The deadlines for Class Members' written objections, challenges to Class Period Workweeks and PAGA Pay Periods, and Requests for Exclusion will be extended an additional fourteen (14) days beyond the sixty (60) days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.5 If the Administrator, Defendant 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 a Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith. in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than fourteen (14) days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever is later.

7.5 Requests for Exclusion (Opt-Outs).

7.5.1 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 sixty (60) calendar days after the Administrator mails the Class Notice (plus an additional fourteen (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. Plaintiffs agree to not request exclusion from the Class Settlement.

7.5.2 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. 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 the validity and authenticity of Requests for Exclusion shall be final and not appealable or otherwise susceptible to challenge.

7.5.3 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, is entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' releases under Paragraph 5 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4 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 or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

7.6 Challenges to Calculation of Workweeks / Pay Periods. Each Class Member has sixty (60) calendar days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Period Workweeks / PAGA Pay Periods allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator will encourage the challenging Class 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 shall promptly provide copies of all challenges to calculation of pay periods to Defense Counsel. Determination of any such challenge shall be made by Defendant and Class Counsel and, to the extent possible, resolved prior to finalizing the amounts distributable to Participating Class Members and Aggrieved Employees. If no such solution can be reached, the challenge will be provided to the Court for an ultimate determination.

7.7 Objections to Settlement.

7.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Representative Service Payments, Class Counsel Fees Payment, and/or Class Counsel Litigation Expenses Payment.

7.7.2 Participating Class Members may object to the Agreement by filing a written objection, and, if they intend to speak at the fairness hearing, must file a notice of intention to appear with the Court and serving the objection and notice on the Parties. The period to make objections shall be sixty (60) calendar days (i.e., the deadline to object is sixty (60) calendar days after the Administrator's mailing of the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice was re-mailed).

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

7.8 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.

7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval Order, the Class Notice, the Motion for Final Approval, and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

7.8.2 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 seven (7) days after the expiration of the deadline for submitting Requests for Exclusion, 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).

7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, 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 ("Weekly Report"). The Weekly Reports must include provide the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

7.8.4 Administrator's Declaration. Not later than fourteen (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, 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.

7.8.5 Final Report by Administrator. Within ten (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 seven (7) days before any deadline set by the Court, 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. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. **ESCALATOR CLAUSE**. Defendant estimates that the total number of workweeks worked by Class Members between August 18, 2019 and the date of the mediation (February 24, 2025) does not exceed 180,824 workweeks. If the number of workweeks worked during the Class Period is more than 10% greater than this figure (i.e., if there are 198,907 workweeks or more worked during the Class Period), Defendant shall have the option to either: (i) increase the Gross Settlement Amount by the percentage in excess of the 10% threshold (i.e., if there is a 13% increase in workweeks worked during the Class Period, Defendant will increase the Gross Settlement Amount by 3%); or (ii) cut-off the end of the Class Period as of the date that the workweeks worked during the Class Period is 198,907.

9. **MOTION FOR FINAL APPROVAL**. Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code § 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiffs will request that the final approval hearing be held between one hundred twenty (120) and one hundred fifty (150) calendar days after entry of the preliminary approval order, subject to the Court's availability.

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 no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

9.2 Continuing Jurisdiction of the Court. The Parties agree that, 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.

9.3 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in the 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. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

9.4 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 nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this Paragraph, as long as the Gross Settlement Amount remains unchanged.

10. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure § 384, the Parties will work together in good faith to jointly submit and 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 Defendant that any of the allegations in the Action have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of the Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and 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 Confidentiality Prior to Preliminary Approval. This Agreement and the communications leading to its execution are intended by the Parties to remain confidential and non-public. The communications and discussions regarding this Agreement are further covered by mediation and settlement privileges. Neither Plaintiffs nor their counsel shall engage in the release of any press releases or advertising relating to this settlement or Defendant, nor shall they initiate any publicity of any kind related to this settlement. The terms of this settlement (including but not limited to the amount of the Gross Settlement Amount) shall remain confidential and shall not be discussed or disclosed by any of the Plaintiffs (other than to their attorneys, spouses (if any), and/or financial advisors (if any)) or by Plaintiffs' counsel, until the preliminary approval motion is filed in the courts overseeing the Actions. If asked about the lawsuit, Plaintiffs will state only that "The parties have reached an agreement in principle and will work towards Court approval," or after the settlement has been approved, they will respond only that the matter is resolved.

11.3 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.

11.4 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.

11.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendant, 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.

11.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying this Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. 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 this Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

11.7 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 the Settlement.

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

11.9 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 their representatives, and approved by the Court.

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

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

11.12 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.

11.13 Continuing Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

11.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to the Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than ninety (90) days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy, all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destruction, of Class Data.

11.15 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.

11.16 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days, unless otherwise noted. 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.

11.17 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs: Fletcher W. Schmidt of Haines Law Group, APC
2155 Campus Drive, Suite 180, El Segundo, CA 90265
fschmidt@haineslawgroup.com

To Defendant: Christina T. Tellado of Polsinelli LLP
2049 Century Park East, Suite 2900, Los Angeles, CA 90067
ttellado@polsinelli.com

11.18 Execution in Counterparts. This Agreement may be executed in counterparts which shall be deemed to be part of one original, and facsimile and electronic image copies of signatures (including by pdf, Docusign, or any electronic signature complying with the U.S. federal ESIGN Act of 2000), or other transmission method shall be equivalent to original signatures.

11.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP § 583.330 to extend the date to bring a case to trial under CCP § 583.310 for the entire period of this settlement process.

11.20 Enforcement Action. In the event that one or more of the Parties institutes any legal action or other proceeding against any other party or parties to enforce the provisions of this agreement or to declare rights and/or obligations under this agreement, the successful party or parties will be entitled to recover from the unsuccessful party or parties' reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement action.

11.21 Right to Revoke. Defendant may terminate and withdraw from this Agreement at any time prior to the date the Court's approval of the Agreement becomes "final" (i.e., not subject to appeal or reconsideration) if: (a) the Agreement is construed in such a fashion that Defendant is required to pay more than the Gross Settlement Amount (except for an increase as a result of section 8); (b) the Court makes an order inconsistent with any of the terms of Agreement contemplated by it including, but not limited to, certifying for settlement purposes a class or representative action that is different from the Class Member defined in Paragraph 1.10, or any modification relating to the release of all claims (except for an order reducing the Class Counsel Fees Payment or the Class Representative Service Payments); (c) any government department or agency raises objections to the terms in the Agreement or otherwise indicates that it intends to pursue remedies beyond those contemplated by the Agreement; or (d) more than 5% of Class Members timely and validly opt out of the Class. The Party that terminates and withdraws under this provision bears any of the already incurred costs of the provision of notice and third-party settlement administration. If the basis for withdrawal is a Court order as described in items (a) and (b) above, the withdrawing Party must provide written notice to all other Parties of its intent to terminate and withdraw within one week of the date on which the offending order is filed. Failure to provide timely notice will serve as a waiver of the right to revoke under the circumstances described in item (a) or (b), above. The Parties and their respective counsel will work together in good faith to take all steps that may be requested by the Court relating to the approval and implementation of the Agreement and shall otherwise use their respective best efforts to obtain the Court's approval of the Agreement.

11.22 Defendant's Position and Plaintiffs' Agreement. Defendant states that it has acted lawfully at all times and its policies and practices have been lawful, fair, and consistent with all relevant laws, rules, and regulations. Defendant denies all claims as to liability, damages, penalties, interest, fees, restitution, injunctive relief, and all other forms of relief as well as the class allegations asserted in the Action. Defendant will agree to resolve the allegations through the Agreement contemplated by this Agreement, but to the extent this Agreement is deemed void, Defendant does not waive, but rather expressly reserves, all rights to challenge all such claims and allegations in the Action upon all procedural and factual grounds, including without limitation the ability to challenge class, collective, and representative action treatment on any grounds, as well as asserting any and all other potential defenses or privileges. Plaintiffs and their counsel agree that Defendant retains and reserves these rights. Specifically, Plaintiffs and their counsel agree not to argue or present any argument that, in the event the Agreement is not approved in full, Defendant could not oppose any class or collective certification motion, file a later motion for de-certification, contest any class or collective certification or representative action on any grounds, or assert any and all other potential defenses and privileges if the Action were to proceed.

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[SIGNATURES BEGIN ON FOLLOWING PAGE]

DATED: Louis Vuitton U.S. Manufacturing, Inc.

By:__________________________________

Name: ____________________________

Title: ____________________________

DATED: Aug 7, 2025 Plaintiff Miranda Maravilla

By: Miranda Maravilla (Aug 7, 2025 14:47:21 PDT)

Plaintiff and Settlement Class Representative

DATED: Plaintiff Betsy Castellanos

By:__________________________________

Plaintiff and Settlement Class Representative

DATED: Plaintiff Sara Moreno

By:__________________________________

Plaintiff and Settlement Class Representative

[COUNSEL SIGNATURES CONTINUE ON FOLLOWING PAGE]

DATED: Louis Vuitton U.S. Manufacturing, Inc.

By:_______________________________

Name: ___________________________
Title: ___________________________

DATED: Plaintiff Miranda Maravilla

By:_______________________________
Plaintiff and Settlement Class Representative

DATED: Aug 7, 2025 Plaintiff Betsy Castellanos

By: Betsy Castellanos (Aug 7, 2025 14:02:36 PDT)
Plaintiff and Settlement Class Representative

DATED: Plaintiff Sara Moreno

By:_______________________________
Plaintiff and Settlement Class Representative

[COUNSEL SIGNATURES CONTINUE ON FOLLOWING PAGE]

DATED: Louis Vuitton U.S. Manufacturing, Inc.

By:________________________________

Name: __________________________

Title: __________________________

DATED: Plaintiff Miranda Maravilla

By:________________________________

Plaintiff and Settlement Class Representative

DATED: Plaintiff Betsy Castellanos

By:________________________________

Plaintiff and Settlement Class Representative

DATED: 8/7/2025 Plaintiff Sara Moreno

Signed by:

By: 185614F720E84F3...

Plaintiff and Settlement Class Representative

[COUNSEL SIGNATURES CONTINUE ON FOLLOWING PAGE]

DATED: Polsinelli LLP

By:__________________________________
Christina T. Tellado
Attorney for Defendant

DATED: Aug 7, 2025 Haines Law Group, APC

By:__________________________________
Fletcher W. Schmidt
Attorneys for Plaintiffs Miranda Maravilla and Betsy Castellanos

DATED: Robinson Di Lando, A Professional Law Corporation

By:__________________________________
Orion Robinson
Attorneys for Plaintiff Sara Moreno

DATED: Polsinelli LLP

By:________________________________
Christina T. Tellado
Attorney for Defendant

DATED: Haines Law Group, APC

By:________________________________
Fletcher W. Schmidt
Attorneys for Plaintiffs Miranda Maravilla and Betsy Castellanos

DATED: 8-7-25 Robinson Di Lando, A Professional Law Corporation

By:________________________________
Orion Robinson
Attorneys for Plaintiff Sara Moreno

COURT APPROVED NOTICE OF CLASS ACTION AND PAGA SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Miranda Maravilla v. Louis Vuitton U.S. Manufacturing, Inc.
Los Angeles Superior Court, Case No. 23STCV19872

The Superior Court for the State of California authorized this Notice. Read it carefully! It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

This notice is being provided to you in both English and Spanish.

You may be eligible to receive money from an employee class action lawsuit ("Action") against Louis Vuitton U.S. Manufacturing, Inc. ("Defendant") for alleged wage and hour violations. The Action was filed by current and former employees of Defendant, Miranda Maravilla, Betsy Castellanos, and Sara Moreno ("Plaintiffs"), and seeks payment of alleged unpaid minimum and overtime wages, meal and rest period premium wages, wage statement penalties, and waiting time penalties for Class Members. These claims are brought on behalf of Class Members (defined as all of Defendant's current and former non-exempt employees who worked for Defendant in California at any time between August 18, 2019, and July 1, 2025 (the "Class Period"); and (2) penalties under the California Private Attorney General Act ("PAGA") for all Aggrieved Employees (defined as all Defendant's current and former non-exempt employees who worked for Defendant in California at any time between August 18, 2022, and July 1, 2025 (the "PAGA Period").

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

Based on Defendant's records, and the Administrator's current calculations, **your Individual Class Payment is estimated to be $<<CLASS PAYMENT>> and your Individual PAGA Payment is estimated to be $<<PAGA PAYMENT>>**. The actual amount you may receive likely will be different and will depend on a number of factors, such as how many other individuals decide to opt out, and less any applicable state and federal withholdings.

The above estimates are based on Defendant's records showing that **you worked <<WORKWEEKS>> workweeks and <<PAY PERIODS>> pay periods** during the Class/PAGA Period. If you believe that you worked more pay periods than shown, you can submit a challenge by the deadline date. See Section 4.3 (Workweek / Pay Period Challenges) of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and

Plaintiffs' attorneys. The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

Do Nothing and Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the claims against Defendant that are covered by this Settlement (Released Claims).
Opt-out of the Class Settlement **The Opt-out Deadline is <<RESPONSE DEADLINE>>**	If you don't want to fully participate in the Class Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 (HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?) of this Notice. You cannot opt-out of the PAGA portion of the Settlement. Defendant will pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Object to the Class Settlement **Written Objections Must be Submitted by <<RESPONSE DEADLINE>>**	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the Class Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel, but every dollar paid to Class Counsel reduces the overall amount paid to Participating Class Members. You can object to the terms of the Settlement if you think they are unreasonable. See Section 7 (HOW DO I OBJECT TO THE SETTLEMENT?) of this Notice.
Participate in the Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on <<FINAL APPROVAL HEARING DATE>>. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 (CAN I ATTEND THE FINAL APPROVAL HEARING?) of this Notice.

Challenge the Calculation of Your Workweeks/Pay Periods **Written Challenges Must be Submitted by <<RESPONSE DEADLINE>>**	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks / pay periods you worked at least one day during the Class/PAGA Period. The number of workweeks and pay periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with this figure, you must challenge it by <<RESPONSE DEADLINE>>. See Section 4.3 (Workweek / Pay Period Challenges) of this Notice.

1. WHAT IS THE LAWSUIT ABOUT?

Plaintiffs are current and former employees of Defendant. In the Action, Plaintiffs allege that Defendant violated California labor laws, including failure to pay minimum wages, failure to pay overtime wages, failure to provide compliant meal periods, failure to provide compliant rest periods, failure to pay due wages at termination, failure to issue accurate wage statements, failure to provide payroll records, failure to provide personnel records, failure to reimburse for business expenses, and unfair competition. Based on the same claims, Plaintiffs also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, *et seq*.). Plaintiffs are represented by attorneys in the Action: Paul K. Haines, Fletcher W. Schmidt, Andrew J. Rowbotham, and Susan J. Perez of Haines Law Group, APC and Orion Robinson of Robinson Di Lando, A Professional Law Corporation ("Class Counsel").

Defendant denies Plaintiffs' claims and contends that it has complied with all applicable laws. Defendant entered into the Settlement solely for purposes of avoiding the risk and uncertainty of litigation.

This Settlement is the result of good-faith, arms-length negotiations between the Parties, through their respective attorneys, with the assistance of a neutral mediator. The Parties agree that in light of the risks and expense associated with continued litigation, this Settlement is fair, adequate, and reasonable, and that it is in the best interest of the Class and Aggrieved Employees.

2. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. <u>Defendant Will Pay $1,800,000.00 as the Gross Settlement Amount (Gross Settlement)</u>. Subject to Court Approval, Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Counsel's attorney's fees and expenses, the Class Representative Service Payment, the Administrator's expenses, and penalties to be paid to the LWDA). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement not more than thirty (30) days after the Judgment entered by the Court become final.

2. <u>Court Approved Deductions from Gross Settlement.</u> At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final

Approval Hearing:

A. Up to 1/3 of the Gross Settlement (currently estimated at $600,000.00) to Class Counsel for attorneys' fees and up to $40,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

B. Up to $11,990.00 to the Administrator for services administering the Settlement.

C. Up to $7,500.00 for each named Plaintiff, totaling $22,500.00, as the Class Representative Service Payments.

D. Up to $100,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment ($75,000.00) and 25% to Individual PAGA Payments ($25,000.00) paid on a proportional basis to the Aggrieved Employees based on the number of pay periods they worked during the PAGA Period.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on the proportional share Workweeks worked during the Class Period.

4. Taxes Owed on Payments to Class Members. Plaintiffs and Defendant are asking the Court to approve the following tax allocation for Individual Class Payments: 2/3 as penalties and interested and 1/3 as wages. Class Members are responsible for their share of the payroll taxes, which will be deducted from their Individual Class Payments. Defendant is responsible to pay the employer share of payroll taxes, separate and apart from the Gross Settlement Amount, and these taxes will not be deducted from the Gross Settlement Amount. The Administrator will report all wage payments on an IRS Form W2 and all non-wage payments on an IRS Form 1099.

   The Individual PAGA Payments are treated as civil penalties, not wages, for tax purposes for which an IRS Form 1099 shall be provided. You should consult your tax advisor concerning the tax consequences of the payment(s) you receive under the Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). **If you do not cash it by the void date, your check will be automatically cancelled, and the monies will be disbursed to Legal Aid Foundation of Los Angeles ("Cy Pres Recipient"), a 501(c)(3) nonprofit, to help provide legal aid services to the indigent population of Los Angeles.**

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a

Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than <<RESPONSE DEADLINE>>, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by <<RESPONSE DEADLINE>>. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not be eligible to receive an Individual Class Payment or object to the terms of the Settlement. You will not be bound by the non-PAGA terms of the Settlement, and may pursue any individual claims you may have, at your own expense, against Defendant. If you are a PAGA Member, you will still receive an Individual PAGA Payment regardless of whether you submit a Request for Exclusion.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendant have agreed that, in either case, the Settlement will be void. If the Settlement becomes void, Defendant will not pay any money and Class Members will not release any claims against Defendant.

8. Administrator. The Court has appointed a neutral company, Apex Class Action Administration (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also aid in determining the validity and authenticity of Requests for Exclusion, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 (HOW CAN I GET MORE INFORMATION?) of this Notice.

9. Participating Class Members' Release. After the Judgment is final and Defendant has fully funded the Gross Settlement, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

   The Participating Class Members will be bound by the following release:

   > Upon entry of the final order and judgment following the fairness hearing, Plaintiffs and all Participating Class Members who do not validly and timely request to be excluded from the Class, and each of their respective successors, assigns, legatees, heirs, and personal representatives release the Defendant or any of its respective current or former directors, officers, members, administrators, agents, insurers, beneficiaries, trustees, employee benefit plans, representatives, servants, employees, attorneys, parents, subsidiaries, affiliates, divisions, branches, units, shareholders, investors, contractors, successors, joint venturers, predecessors, related entities, and assigns, and all other individuals and entities acting on its behalf

("Released Parties") from all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the operative pleadings in the Action and letter(s) sent by Plaintiffs to the LWDA, including but not limited to any and all claims involving any alleged: failure to pay minimum wages; failure to pay overtime wages; failure to provide compliant meal periods; failure to provide compliant rest periods; failure to pay due wages at termination; failure to issue accurate wage statements; failure to provide payroll records; failure to provide personnel records; failure to reimburse for business expenses; and unfair competition. The release also includes, but is not limited to, claims for civil penalties predicated on alleged violations of California Labor Code sections 201-204, 226 *et seq*., 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2802, 2804, 2698 *et seq*., Business and Professions Code § 17200 *et seq*, 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. The time period covered by this release mirrors the Class Period.

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Defendant has paid the Gross Settlement, all Aggrieved Employees, including Plaintiffs, will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

    The Aggrieved Employees will be bound by the following release:

    > Upon entry of the final order and judgment following the fairness hearing, Plaintiffs and all Aggrieved Employees shall on behalf of themselves and on behalf of the LWDA waive, release, and forever discharge the Released Parties from any kind of claim or action for civil penalties under PAGA (the California Private Attorneys General Act, Labor Code section 2698, et seq.) during the PAGA Period, based on or arising out of the factual allegations of the operative pleadings in the Actions and letter(s) sent by Plaintiffs to the LWDA including, but not limited to, any and all claims under California Labor Code sections 201-204, 226 *et seq*., 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2802, 2804, 2698 *et seq*., 2699, 2699.3, and 2699.5. Business and Professions Code § 17200 *et seq*, and the applicable California Industrial Welfare Commission Wage Order(s). The time period covered by this release mirrors the PAGA Period.

3. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing the 25% share of PAGA Penalties ($25,000.00) by the total number of Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of Pay Periods worked by each individual Aggrieved Employee.

3. Workweek / Pay Period Challenges. The number of Workweeks / Pay Periods you worked during the Class/PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until <<RESPONSE DEADLINE>> to challenge the number credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 (HOW CAN I GET MORE INFORMATION?) of this Notice has the Administrator's contact information.

   You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept the calculation of pay periods based on Defendant's records 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. D etermination of Class Member Challenges over Workweeks / Pay Periods shall be made by Class Counsel and Defendant. Should a consensus not be reached, the Court will make the final determination. You can't appeal or otherwise challenge the final decision.

4. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

   Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 (HOW CAN I GET MORE INFORMATION?) of this Notice has the Administrator's contact information.

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

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Miranda Maravilla v. Louis Vuitton U.S. Manufacturing, Inc.*, Los Angeles Superior Court, Case No. 23STCV19872, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by <<RESPONSE DEADLINE>>, or it will be**

invalid. Section 9 (HOW CAN I GET MORE INFORMATION?) of the Notice has the Administrator's contact information.

6. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendant are asking the Court to approve. At least sixteen (16) court days before <<FINAL APPROVAL HEARING DATE>> (the Final Approval Hearing), Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, as well as a request for Fees, Litigation Expenses stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses. Upon reasonable request, Class Counsel (whose contact information is in Section 9 (HOW CAN I GET MORE INFORMATION?) of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website

<<ADMIN URL FOR CASE>>

or the Court's website (http://www.lacourt.org/casesummary/ui/index.aspx) and entering the Case Number for the Action (23STCV19872).

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees and Litigation Expenses may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel are too high or too low. **The deadline for sending written objections to the Administrator is <<RESPONSE DEADLINE>>**. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action (*Miranda Maravilla v. Louis Vuitton U.S. Manufacturing, Inc*., Los Angeles Superior Court, Case No. 23STCV19872) and include your name, current address, telephone number, and approximate dates of employment for Defendant and sign the objection. Section 9 (HOW CAN I GET MORE INFORMATION?) of this Notice has the Administrator's contact information.

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. See Section 8 (CAN I ATTEND THE FINAL APPROVAL HEARING?) of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

7. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but do not have to, attend the Final Approval Hearing on <<FINAL APPROVAL HEARING DATE>> at <<FINAL APPROVAL HEARING TIME>> in Department 11 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. 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 Class Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before deciding. You can attend (or hire a lawyer to attend) either personally or virtually via

LACourtConnect (https://my.lacourt.org/laccwelcome).Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website <<ADMIN URL FOR CASE>> beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

8. HOW CAN I GET MORE INFORMATION?

The easiest way to access the Settlement Agreement, the Judgment or any other Settlement documents is to go to the Administrator's website <<ADMIN URL FOR CASE>>. You can also contact the Administrator using the contact information listed below, or consult the Superior Court website by going to (http://www.lacourt.org/casesummary/ui/index.aspx) and entering the Case Number for the Action, Case No. 23STCV19872. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

Administrator:

<<ADMIN INFO>>

9. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. **Please make sure you contact the Administrator before the void date otherwise your check will be voided and distributed to the Legal Aid Foundation of Los Angeles.**

10. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

EXHIBIT 2

HAINES LAW GROUP
EMPLOYMENT ATTORNEYS

August 18, 2023

VIA LWDA WEBSITE

Labor and Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Re: *Miranda Maravilla vs. Louis Vuitton U.S. Manufacturing, Inc., et al.*

To Whom It May Concern:

Please be advised that this law firm represents Ms. Miranda Maravilla ("Ms. Maravilla") in claims arising from her employment with Louis Vuitton U.S. Manufacturing, Inc. and Does 1 through 100 ("Defendants"). Ms. Maravilla is an "aggrieved employee" within the meaning of Labor Code section 2699.3 as to all of the violations alleged herein. *See Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745, 754 ("any Labor Code penalties recoverable by state authorities may be recovered in a PAGA action by a person who was employed by the alleged violator and affected by at least *one* of the violations alleged in the complaint.") (emphasis added). The purpose of this letter is to comply with Labor Code § 2699.3, which requires aggrieved employees to notify their employer and the Labor and Workforce Development Agency ("LWDA") of the specific provisions of the Labor Code allegedly violated. For purposes of this letter, "aggrieved employees" includes all of Defendants' employees who worked for Defendants in California during the one year immediately preceding the date of this letter through the present.

Defendants manufacture luxury articles and commodities, including handbags. Defendants have employed Ms. Maravilla as a non-exempt "Artisan" since approximately December 2020 until the present. Specifically, Ms. Maravilla works in a manufacturing warehouse owned by Defendants in San Dimas, California. Ms. Maravilla's primary job duties consist of making handbags with a sewing machine.

Defendants failed to authorize and permit Ms. Maravilla and other aggrieved employees to take all duty-free 10-minute rest periods to which they were legally entitled due to Defendants' unlawful rest period policies/practices. Specifically, Defendants failed to authorize and permit rest periods for a "net" of 10 minutes. Under California law, Defendants are required to authorize and permit a "net" rest period of 10-minutes that begins when the employee reaches a rest area away from his or her workstation and must be uninterrupted during the duration of the rest period. See e.g., Division of Labor Standards Enforcement Manual ("DLSE Manual") §45.3.3; *Vaquero v. Stoneledge Furniture LLC*, (2017) 9 Cal.App.5th 98, 111-112 (citing DLSE Manual § 45.3.3 for the proposition that "the rest period begins when the employee reaches an area away from the workstation that is appropriate for rest"); *Augustus v. ABM Security Services, Inc*., (2016) 2 Cal.5th 257, 260 ("[D]uring required rest periods, employers must relieve their employees of all duties and relinquish any control over how employees spend their break time"). Here, Defendants maintain a bell system that alerts Ms. Maravilla and other aggrieved employees of the beginning and ending of their purported 10-minute rest periods, which fails to account for the time Ms. Maravilla and other aggrieved employees must travel to the designated rest area. Defendants also expect Ms. Maravilla and other aggrieved employees to be at their workstations before the bell announcing the end of their rest period rings, thereby further shortening their purported rest periods to less than 10 minutes. For example, Ms. Maravilla's shifts begin at 2:30 p.m., and Defendants ring a bell to alert Ms. Maravilla and other aggrieved employees of the beginning of their first rest period at 4:30 p.m. and at the end of their first rest period at 4:40 p.m. Similarly, Defendants ring a bell to alert Ms. Maravilla and other aggrieved employees of the beginning of their second rest period at 9:00 p.m. and at the end of their second rest period at 9:10 p.m. As a result, Defendants' bell system does not account for the travel time Ms. Maravilla and other aggrieved employees need to reach the break room, which could take approximately 2 minutes depending on their location in the warehouse. On occasions when Ms. Maravilla and other aggrieved employees were not authorized and permitted to take all lawful rest periods to which they were entitled, Defendants failed to pay Ms. Maravilla and other aggrieved employees an additional hour of premium pay at their respective regular rates of pay for each workday in which a rest period violation occurred, as required by Labor Code section 226.7. Upon information and belief, Defendants failed to maintain pay codes for the payment of rest period premium payments as required by Labor Code section 226.7.

Due to the extreme heat experienced inside Defendants' warehouse where Ms. Maravilla and other aggrieved employees worked, Defendants failed to provide reasonably comfortable temperatures in work areas consistent with industry-wide standards for the nature of the work performed. Specifically, Defendants failed to provide adequate air conditioning, which created extreme heat in the warehouse. As a result, Defendants failed to maintain reasonably comfortable work areas in violation of Wage Order 1, § 15 and California Labor Code § 558(a).

As a result of Defendants' failure to pay all rest period premium wages owed, Defendants also maintained inaccurate payroll records and issued inaccurate wage statements to Ms. Maravilla and other aggrieved employees.

As described above, Defendants committed the following violations of the Labor Code and Industrial Welfare Commission Wage Order No. 1 ("Wage Order 1"):

Rest Period Violations

As described above, Defendants also failed to authorize and permit Ms. Maravilla and other aggrieved employees to take all required and compliant rest periods. See Labor Code §§ 226.7 and 516; Wage Order 1, § 12. As a result, Ms. Maravilla and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday that all rest periods were not authorized and permitted. See Labor Code § 226.7.

Excessive Heat Violations

As described above, as a result of the excessive heat inside their facility, Defendants failed to maintain a work area that provided reasonable comfort consistent with industry-wide standards. *See* Labor Code § 558 and Wage Order 1, § 15(A).

Wage Statement Violations

Defendants knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Ms. Maravilla and other aggrieved employees with complete and accurate wage statements with respect to gross wages earned, total hours worked, net wages earned, all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee, in violation of Labor Code § 226 *et seq*. Defendants' failures in furnishing Ms. Maravilla and other aggrieved employees with complete and accurate itemized wage statements resulted in actual injury, as said failures led to, among other things, the non-payment of all rest period premium wages and deprived them of the information necessary to identify the discrepancies in Defendants' reported data and whether they have been paid all wages earned.

As an "aggrieved employee," Ms. Maravilla will initiate a civil action on behalf of herself and other aggrieved employees to recover damages, statutory penalties, and civil penalties (including an amount equal to the unpaid wages) resulting from the wage and hour violations alleged herein. Based on Ms. Maravilla's own investigation, and on information and belief, Defendants committed and continue to commit the following Labor Code violations:

a. Defendants violated Labor Code §§ 226.7, 516, and 558 by failing to authorize and permit Ms. Maravilla and other aggrieved employees to take all lawful rest periods to which they are entitled, and failing to pay rest period premiums to Ms. Maravilla and other aggrieved employees at these employees' respective regular rates of compensation for rest period violations;

b. Defendants violated Labor Code § 558 and Wage Order 1, § 15(A) by failing to maintain a work area that provided reasonable comfort consistent with industry-wide standards;

c. Defendants violated Labor Code § 226 by failing to furnish Ms. Maravilla and other aggrieved employees with accurate and compliant itemized wage statements;

d. Defendants violated Labor Code §§ 558 and 1174 by failing to maintain accurate records on behalf of Ms. Maravilla and aggrieved employees; and

e. Defendants violated Labor Code § 204 by failing to pay Ms. Maravilla and other aggrieved employees all wages earned at least twice during each calendar month.

Pursuant to Labor Code § 2699.3, please notify us and Defendants if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
HAINES LAW GROUP, APC

Fletcher W. Schmidt

cc: Louis Vuitton U.S. Manufacturing, Inc., CSC-Lawyers Incorporating Service, Becky DeGeorge, 2710 Gateway Oaks Dr., Ste. 150N, Sacramento, CA 95833, agent for service of process (via certified mail)

UNITED STATES POSTAL SERVICE

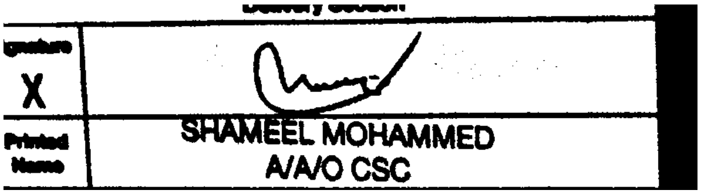
Mailer: Haines Law Group

Date Produced: 08/22/2023

ConnectSuite Inc.:

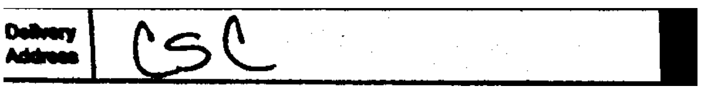
The following is the delivery information for Certified Mail™/RRE item number 9214 8901 9403 8327 0865 43. Our records indicate that this item was delivered on 08/21/2023 at 11:35 a.m. in SACRAMENTO, CA 95813. The scanned image of the recipient information is provided below.

Signature of Recipient :


Signature X

Printed Name SHAMEEL MOHAMMED A/A/O CSC

Address of Recipient :


Delivery Address CSC

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

This USPS proof of delivery is linked to the customers mail piece information on file as shown below:

LOUIS VUITTON U S MANUFACTURING INC
CSC-LAWYERS INCORPORATING SERVICE BECKY DEGEORGE
STE 150N
2710 GATEWAY OAKS DR
SACRAMENTO CA 95833-3502

Customer Reference Number: C4406725.26340965

Return Reference Number VC

Valerina Cifuentes

From:	noreply@salesforce.com on behalf of LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>
Sent:	Friday, August 18, 2023 2:42 PM
To:	Valerina Cifuentes
Subject:	Thank you for submission of your PAGA Case.

8/18/2023

LWDA Case No. LWDA-CM-976334-23
Law Firm : Haines Law Group, APC
Plaintiff Name : Miranda Maravilla
Employer: Louis Vuitton U.S. Manufacturing, Inc.
Filing Fee : $75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

Please review the error(s) below.

- **We ran into an error while authorizing your payment.Please review your card information and try again. (Error: 64dfe5608950b)**

State of California
Labor and Workforce Development Agency /
Department of Industrial Relations

Private Attorneys General Act (PAGA) - Filing

New PAGA Claim Notice

Your Information (Person Who is Filing)

Your First Name *
Fletcher

Your Last Name *
Schmidt

Firm Name (if any) *
Haines Law Group, APC
(Enter "in pro per" if you are representing yourself)

Your Email Address *
vcifuentes@haineslawgrou

Your Street Name, Number and Suite/Apt *
2155 Campus Drive, Suite

Your Mobile Phone Number
4242922350

Your City *
El Segundo

Your Work Phone Number

Your State *
California

Your Zip/Postal Code *
90245

Plaintiff Information

Plaintiff/Aggrieved Employee Name *
Miranda Maravilla

Plaintiff/Aggrieved Employee Occupation *
Artisan

Add Additional Plaintiffs

Employer Information

Employer Entity Type

Corporation

Employer Name *

Louis Vuitton U.S. Manufacturing, Inc.

Maximum 80 Character Limit

Employer Street Name, Number and Suite/Apt *

1 East 57th Street, 10th Floor

Employer City *

New York

Employer State *

New York

Employer Zip/Postal Code *

10022

Employer Industry *

Other

Employer Industry for "Other" *

Manufacturing

Add additional defendants

- [ ] Add any entity other than an individual
- [ ] Add an individual/sole proprietor employer

Notice General Information

Estimated Number of Employees Impacted by Violations *

100

Notice Violations - Check All that Apply *

- [ ] Child Labor
- [ ] Misclassification Employee Classified as Contractor
- [ ] Misclassification NonExempt Classified as Exempt
- [ ] Minimum Wage
- [ ] Overtime
- [ ] Not paid for all hours worked
- [ ] Not paid wages due on termination
- [ ] Other Unpaid Wages
- [ ] Tips or Gratuities
- [ ] Payment or Reimbursement of Employee Expenses
- [ ] Improper Form of Payment Including NSF Checks
- [ ] Kickbacks
- [x] Meal and Rest Breaks
- [ ] Sick Leave
- [ ] Lactation Accommodation (Labor Code 1030-1033)
- [ ] Not providing required time off, other
- [ ] Pay Discrimination on basis of sex, (Labor Code 1197.5)
- [ ] No Wage Statements
- [x] Improper or Incomplete Wage Statements
- [x] Other Notice or Posting or Recordkeeping
- [ ] Public Works (Labor Code 1720 - 1815)
- [ ] Apprenticeship (Labor Code 3070 - 3098)
- [ ] Occupational Safety and Health (Labor Code 6300 et seq)
- [ ] No Workers' Compensation
- [ ] Licensing, Registration, or Permit
- [ ] Unfair Immigration Activities
- [ ] Agricultural Labor Relations
- [ ] Industrial Homework
- [ ] Retaliation for Protected Status or Activity (Specify)
- [x] Other

Child Labor - Specify Ages

Provide Details of Other Violation *

Failing to pay all wages earned at least twice during each calendar mor

Other(Maybe Multiple)

- [x] Other Violation

Provide Details of Other Violation *

Failing to maintain a work area that provided reasonable comfort

Other(Maybe Multiple)

☐ Other Violation

PAGA Claim Type - Check All that Apply *

☑ **Notice asserts one or more Labor Code violations listed in Labor Code 2699.5- not curable subject to 2699.3(a)**

☐ **Notice asserts one or more OSHA violations subject to requirements of 2699.3(b)**

☑ **Includes one or more violations not listed in Labor Code 2699.5 - curable subject to 2699.3(c)**

Filing Fee

A filing fee of $75 is required to file a new PAGA claim notice.

IFP

☐ I wish to claim In Forma Pauperis and am attaching a Confidential Request to Waive Court Fees (Judicial Council Court Form FW-001) or similar form to this submission.

Billing information

Billing First Name *

Paul

Billing Last Name *

Haines

Billing Email *

vcifuentes@haineslawgrou

Billing Phone

4242922350

Billing Street Name, Number and Suite/Apt *

2155 Campus Drive, Suite 180

Billing City *

El Segundo

Billing State *

California

Billing Zip/Postal Code *

90245

Credit Card Type *

Visa

Credit Card Number *

4154178575546940

Credit card information has been removed to protect billing details. Learn more.

CVV Number *

182

Credit card information has been removed to protect billing details. Learn more.

Credit Card Expiration Month *

05

mm

Credit Card Expiration Year *

2024

yyyy

Notice and Other Attachments

PAGA Claim Notice (must be a .pdf) *

2023-08-18 Louis Vuitton LWDA Ltr.pdf ☐ Upload a different file

Other Attachment - (if any) (must be a .pdf)

Choose File No file chosen

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Should you have questions regarding this online form, please contact PAGAInfo@dir.ca.gov

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.

☑ **I understand that, if I file, I must comply with the redaction rules consistent with this notice.**

Previous Page Submit

HAINES LAW GROUP
EMPLOYMENT ATTORNEYS

April 25, 2024

<u>VIA LWDA WEBSITE</u>

Labor and Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Re: *Miranda Maravilla vs. Louis Vuitton U.S. Manufacturing, Inc., et al.*
LWDA Case No. *LWDA-CM-976334-23*

To Whom It May Concern:

Please be advised that this law firm represents Ms. Miranda Maravilla ("Ms. Maravilla") and Ms. Betsy Castellanos ("Ms. Castellanos") in claims arising from their employment with Louis Vuitton U.S. Manufacturing, Inc. and DOES 1 through 100 (collectively "Defendants"). This letter is intended to amend Ms. Maravilla's previous letter, submitted August 18, 2023, by adding Ms. Castellanos as a PAGA representative. Ms. Maravilla's previous letter to the Labor and Workforce Development Agency ("LWDA") is attached hereto as Exhibit A and incorporated by reference.

Ms. Maravilla and Ms. Castellanos are "aggrieved employees" within the meaning of Labor Code § 2699.3 as to all of the violations alleged herein. *See Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745, 754 ("any Labor Code penalties recoverable by state authorities may be recovered in a PAGA action by a person who was employed by the alleged violator and affected by at least *one* of the violations alleged in the complaint.") (emphasis added). The purpose of this letter is to comply with Labor Code § 2699.3, which requires aggrieved employees to notify their employer and the LWDA of the specific provisions of the Labor Code allegedly violated. For purposes of this letter, "aggrieved employees" includes all of Defendants' employees who worked for Defendants in California during the one year immediately preceding the date of Ms. Maravilla's previously filed letter to the LWDA, August 18, 2023, through the present.

Defendants manufacture luxury articles and commodities, including handbags. Defendants have employed Ms. Maravilla as a non-exempt "Artisan" since approximately December 2020 until the present. Defendants employed Ms. Castellanos as a non-exempt "Artisan" from approximately October 2021 until approximately August 2023. Specifically, Defendants employed Ms. Maravilla and Ms. Castellanos out of their San Dimas, California manufacturing warehouse. Ms. Maravilla's and Ms. Castellanos's primary job duties consisted of making handbags with a sewing machine, under a quota of approximately ten handbags per day.

During Ms. Maravilla's and Ms. Castellanos', employment with Defendants, Defendants maintained an unlawful policy/practice that failed to compensate Ms. Maravilla, Ms. Castellanos, and other aggrieved employees with at least the minimum wage and additional unpaid overtime for all hours actually worked including, but not limited to, all hours they were subject to the control of Defendants and/or suffered or permitted to work. Specifically, Defendants required Ms. Maravilla, Ms. Castellanos, and other aggrieved employees to don protective gear prior to clocking in for their shift, but only paid Ms. Maravilla, Ms. Castellanos, and other aggrieved employees for their scheduled shift time. For example, Defendants displayed signage indicating to all employees that their "Steel Toe Boots Are Required Past This Point," ***before*** employees could reach the timeclock. In effect, Defendants' required their employees to don their steel toe boots before clocking in, a task that could take approximately 4-5 minutes each day. As a result, Defendants required Ms. Maravilla, Ms. Castellanos, and other aggrieved employees to perform work while off-the-clock, and Defendants failed to compensate Ms. Maravilla, Ms. Castellanos, and other aggrieved employees for all minimum and overtime wages earned.

Defendants failed to provide Ms. Maravilla, Ms. Castellanos, and other aggrieved employees with all legally-compliant meal periods due to Defendants' unlawful meal period policies/practices that failed to provide timely meal periods before the end of the fifth hour of work. Even though Defendants scheduled meal periods to take place between 6:30 p.m. and 7:00 p.m., for shifts that began at 2:30 p.m., Defendants did not allow Ms. Maravilla, Ms. Castellanos, and other aggrieved employees to leave any materials out on their respective workstations in between the making of each handbag, which meant they could not pause and later resume crafting a handbag. Defendants' policy and practice caused Ms. Maravilla, Ms. Castellanos, and other aggrieved employees to frequently and consistently delay their meal periods until after the end of the fifth hour of work in order to finish crafting the handbag they were working on. As a result, Plaintiff and other non-exempt employees did not receive an additional hour of premium pay at their respective regular rates of pay for each workday in which a meal period violation occurred, as required by Labor Code § 226.7. Upon information and belief, Defendants failed to maintain pay codes for the payment of meal period premium payments as required by Labor Code § 226.7.

Defendants failed to authorize and permit Ms. Maravilla, Ms. Castellanos, and other aggrieved employees to take all duty-free 10-minute rest periods to which they were legally entitled due to Defendants' unlawful rest period policies/practices. Specifically, Defendants failed to authorize and permit rest periods for a "net" of 10 minutes. Under California law, Defendants are required to authorize and permit a "net" rest period of 10-minutes that begins when the employee reaches a rest area away from his or her workstation and must be uninterrupted during the duration of the rest period. See e.g., Division of Labor Standards Enforcement Manual ("DLSE Manual") §45.3.3; *Vaquero v. Stoneledge Furniture LLC*, (2017) 9 Cal.App.5th 98, 111-112 (citing DLSE Manual § 45.3.3 for the proposition that "the rest period begins when the employee reaches an area away from the workstation that is appropriate for rest"); *Augustus v. ABM Security Services, Inc.*, (2016) 2

Cal.5th 257, 260 ("[D]uring required rest periods, employers must relieve their employees of all duties and relinquish any control over how employees spend their break time").

Here, Defendants maintained a bell system that alerted Ms. Maravilla, Ms. Castellanos, and other aggrieved employees of the beginning and ending of their purported 10-minute rest periods, which failed to account for the time Ms. Maravilla, Ms. Castellanos, and other aggrieved employees must travel to the designated rest area. For example, Ms. Maravilla's and Ms. Castellanos' shifts began at 2:30 p.m., and Defendants rang a bell to alert Ms. Maravilla, Ms. Castellanos, and other aggrieved employees of the beginning of their first rest period at 4:30 p.m. and at the end of their first rest period at 4:40 p.m. Similarly, Defendants rang a bell to alert Ms. Maravilla, Ms. Castellanos, and other aggrieved employees of the beginning of their second rest period at 9:00 p.m. and at the end of their second rest period at 9:10 p.m. As a result, Defendants' bell system does not account for the travel time Ms. Maravilla, Ms. Castellanos, and other aggrieved employees needed to reach the break room, which could take approximately 2 to 3 minutes depending on their location in the warehouse. Further, Defendants also expected Ms. Maravilla, Ms. Castellanos, and other aggrieved employees to be at their workstations before the bell announcing the end of their rest period rang, thereby further shortening their purported rest periods to less than 10 minutes. Of note, Defendants' supervisor reprimanded Ms. Castellanos for not returning to her workstation by the time the bell announcing the end of her rest period rang.

Moreover, Defendants pressured Maravilla, Ms. Castellanos, and other aggrieved employees to forgo their rest periods due to Defendants' quota policies. Specifically, Defendants maintained an unrealistic quota policy that required Ms. Maravilla, Ms. Castellanos, and other aggrieved employees to craft a certain number of handbags per day. Defendants' supervisors constantly pushed employees to meet Defendants' quota policy, which created pressure on employees to skip their rest periods in order meet their quotas.

On occasions when Ms. Maravilla, Ms. Castellanos, and other aggrieved employees were not authorized and permitted to take all lawful rest periods to which they were entitled, Defendants failed to pay Ms. Maravilla, Ms. Castellanos, and other aggrieved employees an additional hour of premium pay at their respective regular rates of pay for each workday in which a rest period violation occurred, as required by Labor Code § 226.7. Upon information and belief, Defendants failed to maintain pay codes for the payment of rest period premium payments as required by Labor Code § 226.7.

Due to the extreme heat experienced inside Defendants' warehouse where Ms. Maravilla, Ms. Castellanos, and other aggrieved employees worked, Defendants failed to provide reasonably comfortable temperatures in work areas consistent with industry-wide standards for the nature of the work performed. Specifically, Defendants failed to provide adequate air conditioning, which created extreme heat in the warehouse. Likewise, Defendants' failure to provide adequate heating in the winter months exacerbated the cold temperatures in the warehouse. As a result, Defendants failed to maintain reasonably comfortable work areas in violation of Wage Order 1, § 15 and California Labor Code § 558(a).

As a result of Defendants' failure to pay all overtime wages, minimum wages, and meal and rest period premium wages owed, Defendants also maintained inaccurate payroll records and issued inaccurate wage statements to Ms. Maravilla, Ms. Castellanos, and other aggrieved employees. Defendants also failed to pay all final wages owed to Ms. Castellanos and other aggrieved employees upon their respective separations from employment.

As described above, Defendants committed the following violations of the Labor Code and Industrial Welfare Commission Wage Order No. 1 ("Wage Order 1"):

Overtime Wage Violations

Defendants were required to properly pay Ms. Maravilla, Ms. Castellanos, and members of the Overtime Class for all overtime hours worked pursuant to California Labor Code § 1194 and Wage Order 1. Wage Order 1, § 3 requires an employer to pay an employee "one and one-half (1½) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours" per work day and/or in excess of 40 hours of work in the workweek. Wage Order 1, § 3 also requires an employer to pay an employee double the employee's regular rate of pay for work in excess of 12 hours each workday and/or for work in excess of 8 hours on the seventh consecutive day of work in the workweek. Defendants caused Ms. Maravilla, Ms. Castellanos, and other aggrieved employees to work overtime hours but did not compensate Ms. Maravilla, Ms. Castellanos, or other aggrieved employees at one and one-half times their regular rate of pay for all such hours.

Minimum Wage Violations

Wage Order 1, § 4 and California Labor Code §§ 1197 and 1182.12 establish the right of employees to be paid minimum wages for all hours worked, in amounts set by state law. Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid wages and interest accrued thereon. Defendants failed to conform their pay practices to the requirements of the law by failing to pay Ms. Maravilla, Ms. Castellanos, and members of the Minimum Wage Class for all hours worked including, but not limited to, all hours they were subject to the control of Defendants and/or suffered or permitted to work under the California Labor Code and Wage Order 1.

Meal Period Violations

As alleged above, Defendants failed to provide Ms. Maravilla, Ms. Castellanos, and other aggrieved employees with all required and compliant meal periods. *See* Labor Code §§ 226.7 and 512; Wage Order 1, § 11. As a result, Ms. Maravilla, Ms. Castellanos, and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday they experienced a meal period violation. *See* Labor Code § 226.7 ("If an employer fails to provide an employee a meal or rest or recovery period in accordance with … [an] order of the Industrial Welfare Commission … the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.").

Rest Period Violations

As described above, Defendants also failed to authorize and permit Ms. Maravilla, Ms. Castellanos, and other aggrieved employees to take all required and compliant rest periods. See Labor Code §§ 226.7 and 516; Wage Order 1, § 12. As a result, Ms. Maravilla, Ms. Castellanos, and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday that all rest periods were not authorized and permitted. See Labor Code § 226.7.

Excessive Heat and Cold Violations

Wage Order 1, § 15 establishes the right of employees to be provided a work environment of reasonable comfort consistent with industry-wide standards for the nature of the process and the work performed, and requires employers to employ all feasible means to reduce excessive heat. Labor Code Sections 558 and 1198 make it unlawful for any employer to maintain conditions of work which violate the Wage Order. Defendants have failed to take adequate steps to prevent excessive heat and cold and provide a work environment of reasonable comfort due to the excessive temperatures that are reached inside of its warehouses and trailers, and are liable for civil penalties as a result.

Wage Statement Violations

Defendants knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Ms. Maravilla, Ms. Castellanos, and other aggrieved employees with complete and accurate wage statements with respect to gross wages earned, total hours worked, net wages earned, all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee, in violation of Labor Code § 226 *et seq*. Defendants' failures in furnishing Ms. Maravilla, Ms. Castellanos, and other aggrieved employees with complete and accurate itemized wage statements resulted in actual injury, as said failures led to, among other things, the non-payment of all overtime and minimum wages as well as meal and rest period premium wages and deprived them of the information necessary to identify the discrepancies in Defendants' reported data and whether they have been paid all wages earned.

Waiting Time Penalties

Defendants failed to timely pay Ms. Castellanos, and other aggrieved employees all final wages due to them at the time of their separation which includes, among other things, unpaid overtime and minimum wages, and meal and rest period premium wages. Further, Ms. Castellanos is informed and believes, and based thereon alleges, that as a matter of uniform policy and practice, Defendants continue to fail to pay other aggrieved employees all earned wages at the end of employment in a timely manner pursuant to the requirements of Labor Code §§ 201-203. Defendants' failure to pay all final wages was willful within the meaning of Labor Code § 203. Defendants' willful failure to timely pay Ms. Castellanos and other aggrieved employees their earned wages upon separation from employment results in a continued payment of wages up to thirty (30) days from the time the wages were due.

As an "aggrieved employees," Ms. Maravilla and Ms. Castellanos will initiate a civil action on behalf of themselves and other aggrieved employees to recover damages, statutory penalties, and civil penalties (including an amount equal to the unpaid wages) resulting from the wage and hour violations alleged herein. Based on Ms. Maravilla's and Ms. Castellanos' own investigation, and on information and belief, Defendants committed and continue to commit the following Labor Code violations:

a. Defendants violated Labor Code §§ 204, 510, 558, 1194 and 1198 by failing to pay Ms. Maravilla, Ms. Castellanos, and other aggrieved employees all overtime compensation earned;

b. Defendants violated Labor Code §§ 1182.12, 1194, 1194.2, and 1197 by failing to pay Ms. Maravilla, Ms. Castellanos, and other aggrieved employees the statutory minimum wage for all hours worked;

c. Defendants violated Labor Code §§ 226.7, 512, and 558, by failing to provide meal periods as required by law and failing to pay meal period premiums to Ms. Maravilla, Ms. Castellanos, and other aggrieved employees at these employees' respective regular rates of compensation for meal period violations;

d. Defendants violated Labor Code §§ 226.7, 516, and 558 by failing to authorize and permit Ms. Maravilla, Ms. Castellanos, and other aggrieved employees to take all lawful rest periods to which they are entitled, and failing to pay rest period premiums to Ms. Maravilla, Ms. Castellanos, and other aggrieved employees at these employees' respective regular rates of compensation for rest period violations;

e. Defendants violated Labor Code § 558 and Wage Order 1, § 15(A) by failing to maintain a work area that provided reasonable comfort consistent with industry-wide standards;

f. Defendants violated Labor Code § 226 by failing to furnish Ms. Maravilla, Ms. Castellanos, and other aggrieved employees with accurate and compliant itemized wage statements;

g. Defendants violated Labor Code §§ 201- 203 by failing to timely pay all final wages due to Ms. Castellanos and other aggrieved employees;

h. Defendants violated Labor Code §§ 558 and 1174 by failing to maintain accurate records on behalf of Ms. Maravilla, Ms. Castellanos, and aggrieved employees; and

i. Defendants violated Labor Code § 204 by failing to pay Ms. Maravilla, Ms. Castellanos, and other aggrieved employees all wages earned at least twice during each calendar month.

Pursuant to Labor Code § 2699.3, please notify us and Defendants if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
HAINES LAW GROUP, APC

Fletcher W. Schmidt

cc: Louis Vuitton U.S. Manufacturing, Inc., CSC-Lawyers Incorporating Service, Becky DeGeorge, 2710 Gateway Oaks Dr., Ste. 150N, Sacramento, CA 95833, agent for service of process (via certified mail)

EXHIBIT A

HAINES LAW GROUP
EMPLOYMENT ATTORNEYS

August 18, 2023

VIA LWDA WEBSITE

Labor and Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Re: *Miranda Maravilla vs. Louis Vuitton U.S. Manufacturing, Inc., et al.*

To Whom It May Concern:

Please be advised that this law firm represents Ms. Miranda Maravilla ("Ms. Maravilla") in claims arising from her employment with Louis Vuitton U.S. Manufacturing, Inc. and Does 1 through 100 ("Defendants"). Ms. Maravilla is an "aggrieved employee" within the meaning of Labor Code section 2699.3 as to all of the violations alleged herein. *See Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745, 754 ("any Labor Code penalties recoverable by state authorities may be recovered in a PAGA action by a person who was employed by the alleged violator and affected by at least *one* of the violations alleged in the complaint.") (emphasis added). The purpose of this letter is to comply with Labor Code § 2699.3, which requires aggrieved employees to notify their employer and the Labor and Workforce Development Agency ("LWDA") of the specific provisions of the Labor Code allegedly violated. For purposes of this letter, "aggrieved employees" includes all of Defendants' employees who worked for Defendants in California during the one year immediately preceding the date of this letter through the present.

Defendants manufacture luxury articles and commodities, including handbags. Defendants have employed Ms. Maravilla as a non-exempt "Artisan" since approximately December 2020 until the present. Specifically, Ms. Maravilla works in a manufacturing warehouse owned by Defendants in San Dimas, California. Ms. Maravilla's primary job duties consist of making handbags with a sewing machine.

Defendants failed to authorize and permit Ms. Maravilla and other aggrieved employees to take all duty-free 10-minute rest periods to which they were legally entitled due to Defendants' unlawful rest period policies/practices. Specifically, Defendants failed to authorize and permit rest periods for a "net" of 10 minutes. Under California law, Defendants are required to authorize and permit a "net" rest period of 10-minutes that begins when the employee reaches a rest area away from his or her workstation and must be uninterrupted during the duration of the rest period. See e.g., Division of Labor Standards Enforcement Manual ("DLSE Manual") §45.3.3; *Vaquero v. Stoneledge Furniture LLC*, (2017) 9 Cal.App.5th 98, 111-112 (citing DLSE Manual § 45.3.3 for the proposition that "the rest period begins when the employee reaches an area away from the workstation that is appropriate for rest"); *Augustus v. ABM Security Services, Inc*., (2016) 2 Cal.5th 257, 260 ("[D]uring required rest periods, employers must relieve their employees of all duties and relinquish any control over how employees spend their break time"). Here, Defendants maintain a bell system that alerts Ms. Maravilla and other aggrieved employees of the beginning and ending of their purported 10-minute rest periods, which fails to account for the time Ms. Maravilla and other aggrieved employees must travel to the designated rest area. Defendants also expect Ms. Maravilla and other aggrieved employees to be at their workstations before the bell announcing the end of their rest period rings, thereby further shortening their purported rest periods to less than 10 minutes. For example, Ms. Maravilla's shifts begin at 2:30 p.m., and Defendants ring a bell to alert Ms. Maravilla and other aggrieved employees of the beginning of their first rest period at 4:30 p.m. and at the end of their first rest period at 4:40 p.m. Similarly, Defendants ring a bell to alert Ms. Maravilla and other aggrieved employees of the beginning of their second rest period at 9:00 p.m. and at the end of their second rest period at 9:10 p.m. As a result, Defendants' bell system does not account for the travel time Ms. Maravilla and other aggrieved employees need to reach the break room, which could take approximately 2 minutes depending on their location in the warehouse. On occasions when Ms. Maravilla and other aggrieved employees were not authorized and permitted to take all lawful rest periods to which they were entitled, Defendants failed to pay Ms. Maravilla and other aggrieved employees an additional hour of premium pay at their respective regular rates of pay for each workday in which a rest period violation occurred, as required by Labor Code section 226.7. Upon information and belief, Defendants failed to maintain pay codes for the payment of rest period premium payments as required by Labor Code section 226.7.

Due to the extreme heat experienced inside Defendants' warehouse where Ms. Maravilla and other aggrieved employees worked, Defendants failed to provide reasonably comfortable temperatures in work areas consistent with industry-wide standards for the nature of the work performed. Specifically, Defendants failed to provide adequate air conditioning, which created extreme heat in the warehouse. As a result, Defendants failed to maintain reasonably comfortable work areas in violation of Wage Order 1, § 15 and California Labor Code § 558(a).

As a result of Defendants' failure to pay all rest period premium wages owed, Defendants also maintained inaccurate payroll records and issued inaccurate wage statements to Ms. Maravilla and other aggrieved employees.

As described above, Defendants committed the following violations of the Labor Code and Industrial Welfare Commission Wage Order No. 1 ("Wage Order 1"):

Rest Period Violations

As described above, Defendants also failed to authorize and permit Ms. Maravilla and other aggrieved employees to take all required and compliant rest periods. See Labor Code §§ 226.7 and 516; Wage Order 1, § 12. As a result, Ms. Maravilla and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday that all rest periods were not authorized and permitted. See Labor Code § 226.7.

Excessive Heat Violations

As described above, as a result of the excessive heat inside their facility, Defendants failed to maintain a work area that provided reasonable comfort consistent with industry-wide standards. *See* Labor Code § 558 and Wage Order 1, § 15(A).

Wage Statement Violations

Defendants knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Ms. Maravilla and other aggrieved employees with complete and accurate wage statements with respect to gross wages earned, total hours worked, net wages earned, all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee, in violation of Labor Code § 226 *et seq*. Defendants' failures in furnishing Ms. Maravilla and other aggrieved employees with complete and accurate itemized wage statements resulted in actual injury, as said failures led to, among other things, the non-payment of all rest period premium wages and deprived them of the information necessary to identify the discrepancies in Defendants' reported data and whether they have been paid all wages earned.

As an "aggrieved employee," Ms. Maravilla will initiate a civil action on behalf of herself and other aggrieved employees to recover damages, statutory penalties, and civil penalties (including an amount equal to the unpaid wages) resulting from the wage and hour violations alleged herein. Based on Ms. Maravilla's own investigation, and on information and belief, Defendants committed and continue to commit the following Labor Code violations:

a. Defendants violated Labor Code §§ 226.7, 516, and 558 by failing to authorize and permit Ms. Maravilla and other aggrieved employees to take all lawful rest periods to which they are entitled, and failing to pay rest period premiums to Ms. Maravilla and other aggrieved employees at these employees' respective regular rates of compensation for rest period violations;

b. Defendants violated Labor Code § 558 and Wage Order 1, § 15(A) by failing to maintain a work area that provided reasonable comfort consistent with industry-wide standards;

c. Defendants violated Labor Code § 226 by failing to furnish Ms. Maravilla and other aggrieved employees with accurate and compliant itemized wage statements;

d. Defendants violated Labor Code §§ 558 and 1174 by failing to maintain accurate records on behalf of Ms. Maravilla and aggrieved employees; and

e. Defendants violated Labor Code § 204 by failing to pay Ms. Maravilla and other aggrieved employees all wages earned at least twice during each calendar month.

Pursuant to Labor Code § 2699.3, please notify us and Defendants if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
HAINES LAW GROUP, APC

Fletcher W. Schmidt

cc: Louis Vuitton U.S. Manufacturing, Inc., CSC-Lawyers Incorporating Service, Becky DeGeorge, 2710 Gateway Oaks Dr., Ste. 150N, Sacramento, CA 95833, agent for service of process (via certified mail)

Valerina Cifuentes

From: DIR PAGA Unit <lwdadonotreply@dir.ca.gov>
Sent: Thursday, April 25, 2024 4:11 PM
To: Valerina Cifuentes
Subject: Thank you for your Amended PAGA Claim Notice Submission.

Follow Up Flag: Follow up
Flag Status: Completed

04/25/2024 04:10:52 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Amended PAGA Claim Notice

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

PAGA Amended PAGA Claim Notice

Private Attorneys General Act (PAGA) – Filing

Amended PAGA Claim Notice

PAGA Number (LWDA-CM-) : * 976334-23

Please enter only the eight digit number after "LWDA-CM-" in the following format, "XXXXXX-XX".
Search for PAGA Case number

Your Information (Attorney or Employee – Whoever is Filing)

Your First Name * Fletcher

Your Last Name * Schmidt

Your Email Address * vcifuentes@haineslawgrou

Your Street Name, Number and Suite/Apt * 2155 Campus Drive, Suite

Your Mobile Phone Numer 4242922350

Your City * El Segundo

Your Work Phone Number

Your State * California

Your Zip/Postal Code * 90245

Amended Notice Detail

Please provide the details of the amendments to the original notice. *

- [x] **Adding additional claims**
- [ ] **Adding additional corporate defendants**
- [ ] **Adding additional Individual/Sole proprietor defendants**
- [x] **Adding additional plaintiffs**
- [ ] **Other (please specify)**

Please enter additional plaintiff names * Betsy Castellanos

Add Additional Plaintiff Names

Notice Violations – Check All that Apply *

- [ ] Child Labor
- [ ] Misclassification Employee Classified as Contractor
- [ ] Misclassification NonExempt Classified as Exempt
- [x] Minimum Wage
- [x] Overtime
- [ ] Not paid for all hours worked
- [x] Not paid wages due on termination
- [ ] Other Unpaid Wages
- [ ] Tips or Gratuities
- [ ] Payment or Reimbursement of Employee Expenses
- [ ] Improper Form of Payment Including NSF Checks
- [ ] Kickbacks
- [x] Meal and Rest Breaks
- [ ] Sick Leave
- [ ] Lactation Accommodation (Labor Code 1030-1033)
- [ ] Not providing required time off, other
- [ ] Pay Discrimination on basis of sex, (Labor Code 1197.5)
- [ ] No Wage Statements
- [ ] Improper or Incomplete Wage Statements
- [ ] Other Notice or Posting or Recordkeeping
- [ ] Public Works (Labor Code 1720 - 1815)
- [ ] Apprenticeship (Labor Code 3070 - 3098)
- [ ] Occupational Safety and Health (Labor Code 6300 et seq)
- [ ] No Workers' Compensation
- [ ] Licensing, Registration, or Permit
- [ ] Unfair Immigration Activities
- [ ] Agricultural Labor Relations
- [ ] Industrial Homework
- [ ] Retaliation for Protected Status or Activity (Specify)
- [ ] Other

Child Labor – Specify Ages

PAGA Claim Type - Check All that Apply *

PAGA Claim Type - Check All that Apply *

- [x] Notice asserts one or more Labor Code violations listed in Labor Code 2699.5- not curable subject to 2699.3(a)
- [ ] Notice asserts one or more OSHA violations subject to requirements of 2699.3(b)
- [x] Includes one or more violations not listed in Labor Code 2699.5 - curable subject to 2699.3(c)

Amended Notice

Amended Notice *

Choose File 2024-04-25 ... LWDA Ltr.pdf

Other Attachment (if any) (must be a .pdf)

Choose File No file chosen

Add Another Attachment

Should you have questions regarding this online form, please contact PAGAInfo@dir.ca.gov

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.

- [x] **I understand that, if I file, I must comply with the redaction rules consistent with this notice.**

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Robinson Di Lando
Serving Our Clients for 25 Years

ROBINSON DI LANDO
A PROFESSIONAL LAW CORPORATION
801 South Grand Avenue Suite 500
Los Angeles, California 90017
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Facsimile: (213) 229-0114
www.rdwlaw.com

Orion S. Robinson
Email: orobinson@rdwlaw.com

March 11, 2024

Filed Electronically

Labor and Workforce Development Agency / Department of Industrial Relations
Accounting Unit
455 Golden Gate Avenue, 10th Floor
San Francisco, CA 94102

Re: ***Notice Letter of Sara Moreno on Behalf of Herself and Aggrieved Employees under California Labor Code Section 2699.3***

Employer:

Louis Vuitton U.S. Manufacturing, Inc.
321 W. Covina Blvd.
San Dimas, CA 91773

2710 Gateway Oaks Drive
Sacramento, CA 95833

Dear Representative:

This letter constitutes notice under Labor Code section 2699.3 (the "PAGA Notice"). It is submitted online with the Labor and Workforce Development Agency ("LWDA") and accompanied by the $75 filing fee required under Labor Code section 2699.3, subdivision (a)(1)(B). Copies of the PAGA Notice are sent via certified mail to the employer(s) listed above.

The PAGA Notice involves Sara Moreno ("Employee") and other aggrieved employees who were employed by Louis Vuitton U.S. Manufacturing, Inc. (collectively as "Employer"). Employee seeks to represent all persons who were employed by Employer and suffered one or more of the alleged Labor Code violations committed by Employer (i.e., other aggrieved employees), as described below.

Employee has worked for Employer since on or around October 26, 2009 through April 27, 2023 as an hourly employee. Other aggrieved employees that Employee seeks to represent are all other non-exempt employees of Employer. In return, Employer paid (or purported to pay) Employee and other aggrieved employees an hourly wage for their services.

Aggrieved employees were regularly compensated an amount less than the wages earned. Aggrieved employees were regularly forced to work off-the-clock, so the aggrieved employees were not paid owed regular/minimum wages for all time worked. Employee is informed and believes, and therefore alleges, that Employer violated Labor Code sections 1194 and 1197 and the applicable Wage Orders, entitling the aggrieved employees to damages under the Labor Code, including, without limitation, Sections 1194 and 1194.2. Employer is also liable for civil penalties under Labor Code sections 558, 1197.1, and 2699.

Aggrieved employees were not paid owed overtime wages for working over eight hours in a workday, over forty hours in a workweek, over twelve hours in a workday, the first eight hours on the seventh consecutive workday in a workweek, and/or over eight hours on the seventh consecutive workday in a workweek. Employee is informed and believes, and therefore alleges, that Employer violated Labor Code sections 510, 1194, and the applicable Wage Orders, entitling the aggrieved employees to damages under the Labor Code. Employer is also liable for civil penalties under Labor Code sections 558 and 2699.

Employer had a practice of failing to provide aggrieved employees with a thirty-minute, uninterrupted, and timely meal period for days on which those employees worked in excess of five hours in a workday, and a second thirty-minute, uninterrupted, and timely meal period for days on which those employees worked in excess of ten hours in a workday. The aggrieved employees were not compensated with premium payments for the missed, interrupted, or untimely meal periods, which payments are required by California law. Employee is informed and believes, and therefore alleges, that Employer violated Labor Code section 512 and the applicable Wage Orders, entitling aggrieved employees to premium payments under the Labor Code, including, without limitation, Section 226.7. Employer is also liable for civil penalties under Labor Code sections 558 and 2699.

Employer had a practice of failing to authorize and permit aggrieved employees with a timely, full, and uninterrupted ten-minute rest period per four hours of work (or major fraction thereof) as required by the applicable Wage Orders. The aggrieved employees were not compensated with premium payments for the missed, interrupted, or untimely rest periods, which payments are required by California law. Employee is informed and believes, and therefore alleges, that the aggrieved employees are entitled to premium payments under the Labor Code, including, without limitation, Section 226.7. Employer is also liable for civil penalties under Labor Code sections 558 and 2699.

Aggrieved employees were regularly compensated an amount less than the wages earned. The unlawful wages practices included, but were not limited to, aggrieved employees were regularly forced to work off-the-clock, were not paid all wages earned, were not paid for all hours worked, and were penalized by having wages withheld, so the aggrieved employees were not paid owed regular/minimum wages for all time worked. Aggrieved employees were not compensated owed overtime wages. Further, aggrieved employees were not paid meal and rest period premiums for break violations. As a result, the aggrieved employees' wage statements did not accurately show all of the information required under Labor Code section 226, subdivision (a), including the gross wages earned, the total hours worked by the employee, the net wages earned, and the rates of pay at which wages should have been paid. The wage statements also did not include the aggrieved employees' properly named employer and other employee information required by Labor Code section 226(a). Employee is informed and believes, and therefore alleges, that the aggrieved employees are entitled to penalties under Labor Code section 226, subdivision (e). Employer is also liable for civil penalties under Labor Code sections 226.3, 558, and 2699.

Aggrieved employees were not paid all wages owed at the time of employment separation. Those wages were not timely paid to aggrieved employees upon separation. Employee is informed and believes, and therefore alleges, that Employer violated Labor Code sections 201, 202, and 203, entitling the aggrieved employees to waiting-time penalties under Labor Code section 203, subdivision (a). Employer is also liable for civil penalties under Labor Code sections 558 and 2699.

Employee complained about the unlawful wage practices as set forth above to Employer and was retaliated for complaining. Employee is informed and believes, and therefore alleges, that Employer violated Labor Code section 1102.5, entitling Employee to damages under the Labor Code, including, without limitation, Sections 1102.5 and 98.6. Employer is also liable for civil penalties under Labor Code sections 2699 and 98.6.

Employees were not properly reimbursed for business expenses in violation of Labor Code § 2802, entitling Employee to damages under the Labor Code as well as civil penalties under Labor Code sections, including but not limited to, 2699 and 98.6

In accordance with Labor Code section 2699.3, subdivision (a)(2)(A), please notify us within 60 calendar days of the postmarked date of the PAGA Notice as to whether the LWDA intends to investigate the violations alleged above. Our understanding is that if we do not receive a notice within 65 calendar days of the postmarked date of the PAGA Notice, Employee may commence a civil action against Employer, on behalf of himself and other aggrieved employees, under Labor Code section 2699.

Should you have any questions, please do not hesitate to contact the undersigned.

Very truly yours,

Orion S. Robinson

OSR:mby

cc: (Via Certified Mail Return Receipt Requested)

Louis Vuitton U.S. Manufacturing, Inc.
321 W. Covina Blvd.
San Dimas, CA 91773

2710 Gateway Oaks Drive
Sacramento, CA 95833

EXHIBIT 3