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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.
Bruce G. Iwasaki, Dept. SS-11]*

**STIPULATION OF AMENDMENT TO
SETTLEMENT AGREEMENT**

Date: July 30, 2026

Time: 11:00 a.m.

Dept.: SS-11

Action Filed: August 18, 2023

Trial Date: None Set

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1 **STIPULATION OF AMENDMENT TO SETTLEMENT AGREEMENT**

2 The proposed Amended Class Action and PAGA Settlement Agreement and Class
3 Notice (“Settlement Agreement”) entered into on May 21, 2026, between Plaintiffs Miranda
4 Maravilla, Betsy Castellanos, and Sara Moreno (collectively, “Plaintiffs”) and Defendant Louis
5 Vuitton U.S. Manufacturing, Inc. (“Defendant”) (Plaintiffs and Defendant are collectively
6 referred to herein as the “Parties”) is hereby amended and modified, as follows:

7 **Paragraph 5.2** is hereby amended and restated in its entirety to clarify that Participating
8 Class Members do not release claims for civil penalties under the Private Attorneys General Act
9 (“PAGA”) by virtue of participating in the Class Settlement. Only Aggrieved Employees release
10 such claims pursuant to Paragraph 5.3, as follows:

11 “Release by Participating Class Members: Upon the Effective Date, Plaintiffs and all
12 Participating Class Members who do not validly and timely request to be excluded from the
13 Class, attorneys, successors, assigns, legatees, heirs, and personal representatives release the
14 Released Parties from all claims that were alleged, or reasonably could have been alleged, based
15 on the facts stated in the operative pleadings in the Actions, including but not limited to claims
16 for rest periods; meal periods; minimum wages; overtime wages; pay for all hours worked,
17 including but not limited to alleged off-the-clock work; calculation of the regular rate and/or
18 overtime/double time pay, including alleged non-inclusion of all forms of compensation
19 required to be included in such calculation; timeliness of wages; payment of wages at separation
20 of employment; waiting time penalties; itemized wage statements and/or accuracy of wage
21 statements; recordkeeping; written commission agreements; unfair competition; any unpaid
22 wages or compensation related to any or all of the foregoing; any premium payments related to
23 any or all of the foregoing; restitution for any or all of the foregoing; any penalties, including
24 statutory penalties, related to any or all of the foregoing, but excluding claims for civil penalties
25 under PAGA; attorneys’ fees or costs related to any or all of the foregoing; interest related to
26 any or all of the foregoing; and/or any other damages or amounts related to any or all of the
27 foregoing. The release includes, but is not limited to, claims pursuant to California Labor Code
28 sections 201-204, 226 *et seq.*, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198,

2802, 2804, 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. This release will become effective as to all the Participating Class Members, including the absent Participating Class Members, on the Effective Date, as defined in Paragraph 1.19 of this Agreement. The Effective Date will not occur until 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. For the avoidance of doubt, this Paragraph 5.2 does not release any claims for civil penalties under PAGA. Only Aggrieved Employees release such claims pursuant to Paragraph 5.3.”

Except as expressly amended above, the Settlement Agreement dated May 21, 2026, remains unchanged and in full force and effect.

AGREED TO AND SO STIPULATED.

Dated: July 30, 2026

HAINES LAW GROUP, APC

By:



Andrew J. Rowbotham
Attorneys for Plaintiffs Miranda Maravilla and
Betsy Castellanos

Dated: July 30, 2026

ROBINSON DI LANDO, APLC

By:

/s/ Orion S. Robinson

Orion S. Robinson
Attorneys for Plaintiff Sara Moreno

Dated: July 30, 2026

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/s/ Mary T. Vu

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