



June 6, 2025

ELECTRONICALLY FILED

Attn: PAGA Administrator
Labor and Workforce Development Agency
1515 Clay Street, Suite 801
Oakland, California 94612
PAGAFilings@dir.ca.gov

Re: Private Attorneys General Act of 2004 Notice

Employees: Danae Aburto, Tanya Acevez, Laquita Audrey, Liliana Barrios, Aminah Diaby, Ahlani Fonseca, Chelsea Sam

Employers: Bath & Body Works, LLC; Bath & Body Works Direct, Inc.; and Bath & Body Works, Inc.

To Whom It May Concern:

Pursuant to California Labor Code § 2699.3(a)(1), Danae Aburto, Tanya Acevez, Laquita Audrey, Liliana Barrios, Aminah Diaby, Ahlani Fonseca, Chelsea Sam (“Plaintiffs”) notify the California Labor and Workforce Development Agency (“LWDA”) of their intent to bring claims under California Labor Code §§ 2699(a) and (f) against Bath & Body Works, LLC, Bath & Body Works Direct, Inc., and L Brands, Inc. (“Defendants” or “Bath & Body Works”). Plaintiffs intend to seek civil penalties pursuant to California Labor Code § 2699(a) and (f) for violations of California Labor Code § 204 (failure to compensate for all hours worked), §§ 1182.11, 1182.12, 1194, 1197 & 1198 (failure to pay minimum wages); § 510 (failure to pay overtime wages); §§ 226.7 and 512 (failure to authorize, permit and/or male available meal and/or rest periods, or pay premium wages); § 226 and § 226.3 (failure to provide timely and accurate itemized wage statements), and §§ 201-203 (waiting time penalties), on behalf of herself and other aggrieved employees of Defendants, and any unknown related entities involved in the violations alleged.

Defendants operate Bath & Body Works Direct LLC and Bath & Body Works Direct, Inc. Under the Bath & Body Works, Inc. Umbrella, which has stores across the United States and throughout California. Bath & Body Works sells a wide range of bath and beauty products. Bath & Body Works is headquartered in Ohio, and, on information and belief, generates an annual revenue of over \$2 billion.

Upon information and belief, Bath & Body Works, LLC is a Delaware limited liability company with its headquarters located in Reynoldsburg, Ohio, and is registered to do business in California. Upon information and belief, Bath & Body Works Direct, Inc.



is a Delaware corporation with its headquarters located in Reynoldsburg, Ohio, and is registered to do business in California. Upon information and belief, Bath & Body Works, Inc. is a Delaware corporation with its headquarters located in Columbus, Ohio.

Danae Aburto worked for Bath & Body Works in Walnut Creek, California from March 11, 2022 until August 6, 2022, in San Mateo, California from October 30, 2022 until March 4, 2023, and again in Walnut Creek from September 4, 2023 to December 7, 2024. Ms. Aburto was paid at an hourly rate of approximately \$16.50. While Ms. Aburto's shifts varied in length, she typically worked six to eight hours per shift and four shifts per week. On average, Ms. Aburto worked 24 to 32 hours per week, or more.

Tanya Acevez worked for Bath & Body Works in Santee, California from approximately October 10, 2024 until January 4, 2025. Ms. Acevez was paid at an hourly rate of approximately \$17.50. While Ms. Acevez's shifts varied in length, she typically worked three hours per shift and two shifts per week. On average, Ms. Acevez worked six hours per week, or more.

Laquita Audrey worked for Bath & Body Works in Lakewood, California from approximately April 18, 2021 to January 12, 2025. Ms. Audrey was paid at an hourly rate of approximately \$21.74. While Ms. Audrey's shifts varied in length, she typically worked eight hours per shift and five shifts per week. On average, Ms. Audrey worked 40 hours per week, or more.

Liliana Barrios worked for Bath & Body Works in Moreno Valley, California from approximately September 2024 to December 2024. Ms. Barrios was paid at an hourly rate of approximately \$16.00. While Ms. Barrios' shifts varied in length, she typically worked five hours per shift and three shifts per week. On average, Ms. Barrios worked 15 hours per week, or more.

Aminah Diaby worked for Bath & Body Works in Vacaville, California from approximately June 2024 until December 2024. Ms. Diaby was paid at an hourly rate of approximately \$17.50. While Ms. Diaby's shifts varied in length, she typically worked four hours per shift and three shifts per week. On average, Ms. Diaby worked 12 hours per week, or more.

Ahlani Fonseca worked for Bath & Body Works in Moreno Valley, California from approximately May 24, 2024 to August 31, 2024. Ms. Fonseca was paid at an hourly rate of approximately \$17.00. While Ms. Fonseca's shifts varied in length, she typically worked three hours per shift and three shifts per week. On average, Ms. Fonseca worked nine hours per week, or more.

Chelsea Sam worked for Bath & Body Works in Santa Clarita, California from approximately May 2, 2024 to August 17, 2024. Ms. Sam was paid at an hourly rate of approximately \$17.00. While Ms. Sam's shifts varied in length, she typically worked four



hours per shift and two to three shifts per week. On average, Ms. Sam worked nine hours per week, or more.

Bath & Body Works denies Plaintiffs and Aggrieved Employees proper compensation for all hours worked. As a matter of company policy and/or common practice, Plaintiffs and the Aggrieved Employees are instructed by Defendants to arrive at work early to complete various tasks but not clock in until their scheduled start time. For instance, Ms. Audrey and Aggrieved Employees are instructed to arrive early to prepare for corporate visits and clean the store but not clock in until their scheduled start time. Ms. Acevez, Ms. Sam, Ms. Diaby, Ms. Fonseca and Aggrieved Employees are also instructed by Defendants to arrive at work early to, without limitations, begin preparing for their day, meeting with their supervisors to discuss daily tasks and objectives, and set up their walkie talkie for the day, but are instructed not to clock in until their scheduled start time. Moreover, Mr. Aguirre and Aggrieved Employees are instructed to arrive early to prepare inventory, restock, and clean before clocking in their shift at their scheduled start time.

Further, at the end of their shifts, Ms. Fonseca, Ms. Barrios, Ms. Acevez, Ms. Sam, Ms. Aburto, Ms. Diaby and Aggrieved Employees are directed by their managers to clock out and continue working. For instance, Ms. Fonseca, Ms. Diaby, Ms. Barrios, Ms. Acevez, Ms. Sam, and Aggrieved Employees are routinely required to stay after clocking out to put uniforms away, stock the products for the next day, and meet with supervisors to review their daily tasks and discuss their performance. Additionally, Defendants' supervisors instruct Ms. Fonseca, Ms. Diaby, Ms. Barrios, Ms. Acevez, Ms. Sam, Ms. Aburto and Aggrieved Employees to undergo security and bag checks after clocking out.

The above described off-the-clock work goes unrecorded and uncompensated, even though it should be compensated at minimum wage and/or overtime rates under California law, giving rise to minimum wage and overtime violations.

Moreover, Bath & Body Works fails to provide code-compliant meal and rest periods to Plaintiffs and Aggrieved Employees. Bath & Body Works's policies, practices, and procedures frequently prevent Plaintiffs and Aggrieved Employees from receiving meal and/or rest periods that are fully free of duty and uninterrupted yet, Bath & Body Works do not provide them with requisite premium payments.

Bath & Body Works systematically denies who work shifts lasting more than five hours code-compliant meal periods. Bath & Body Works's policies, practices, and procedures frequently prevent those Plaintiffs and Aggrieved Employees from receiving meal periods that are fully free of duty and uninterrupted, yet Bath & Body Works does not provide them with requisite premium payments. Those Plaintiffs and Aggrieved Employees are systematically denied code-complaint meal periods for at least three reasons: (i) they are required to clock out for meal periods but continue working, (ii) Bath & Body Works' supervisors frequently interrupt them during their meal periods with work-



related requests and inquiries; and (iii) they are often unable to start their meal periods before the end of their fifth hour of work or forced to entirely forgo their meal periods because there are not enough workers on duty to relieve them. As a result, those Plaintiffs and Aggrieved Employees are not provided with duty-free, uninterrupted, and timely thirty-minute meal periods by the end of the fifth hour of work.

Additionally, for the same or similar reasons, Plaintiffs and Aggrieved Employees are not provided with duty-free, uninterrupted, and timely ten-minute rest periods by the end of the fourth hour of work, and again by the end of the eighth hour of work. Bath & Body Works also equips its break rooms with walkie-talkies and requires that its employees remain available to requests and inquiries from their supervisors and/or coworkers without delay. As a result, Ms. Aburto, Mr. Aguirre, Ms. Sam, Ms. Acevez, Ms. Diaby, Ms. Audrey and Aggrieved Employees are subject to frequent work-related interruption by coworkers and/or supervisors during their rest periods.

Bath & Body Works also has failed and continues to fail to pay Plaintiffs and Aggrieved Employees one additional hour of pay at their regular rate of compensation for each workday that a compliant meal and/or rest period is not provided. Bath & Body Works's failure to timely pay premium wages for missed and/or noncompliant meal and rest periods was/is willful and/or intentional.

Further, Plaintiffs and Aggrieved Employees experience several derivative violations from these wage and hour practices, including but not limited to receiving incorrect wage statements and not receiving all pay owed to them during and upon separation from employment. This is based on the off-the-clock work performed by Plaintiffs and Aggrieved Employees, and the unpaid premiums for non-complaint meal and/or rest periods.

Plaintiffs are represented by Schneider Wallace Cottrell Konecky LLP ("SWCK"), a law firm based in Emeryville, California. SWCK has extensive experience in the successful litigation and resolution of employment and representative actions nationwide. A description of the work, mission, and credentials of the firms can be found at www.schneiderwallace.com. Plaintiffs and their counsel are committed to zealously pursuing redress on behalf of the State of California and all other similarly situated employees for the violations and civil penalties set forth above.



Sincerely,

SCHNEIDER WALLACE
COTTRELL KONECKY LLP

A handwritten signature in blue ink, reading "Carolyn H. Cottrell".

CAROLYN H. COTTRELL
Attorney at Law

cc: **VIA CERTIFIED MAIL TO:**

Bath & Body Works, LLC
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