

September 10, 2025

**ELECTRONICALLY FILED**  
**AND U.S.P.S. CERTIFIED MAIL WITH RETURNED RECEIPT REQUESTED**

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

**Re:** Private Attorneys General Act of 2004 Notice

**Employee:** Angela Cardenas

**Employer:** Victoria's Secret Stores LLC, L Brands Inc. and Other Related Entities

Dear PAGA Administrator:

Pursuant to California Labor Code § 2699.3(a), Angela Cardenas ("Plaintiff") hereby notifies the California Labor & Workforce Development Agency ("LWDA") that she intends to seek civil penalties and injunctive relief pursuant to California Labor Code § 2699(a), (e), (f), and (k) against Victoria's Secret Stores LLC, and L Brands Inc. (collectively "Employer(s)" or "Defendant(s)"), and any unknown related entities involved in the violations alleged, for its violations of the California Labor Code and applicable Industrial Welfare Commission ("IWC") Wage Order(s), including, but not limited to:

- California Labor Code §§ 204, 226.7, 512, and 1198 (failure to authorize, permit, and/or make available meal and rest periods, or pay premium wages);
- §§ 204, 510, 1182.12, 1194, 1197, and 1198 (violations regarding payment of wages, including timeliness, overtime pay, and minimum wage);
- §§ 1174 (failure to maintain accurate records);
- § 226 (failure to provide accurate itemized wage statements);
- § 2802 (failure to reimburse necessary business expenditures); and
- §§ 201-203 (failure to pay all wages due upon termination).

Throughout the Relevant Period, Defendants committed, and continue to commit the acts herein alleged maliciously, fraudulently, and oppressively against Plaintiff and Aggrieved Employees.<sup>1</sup>

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<sup>1</sup> "Relevant Period" includes the one-year period preceding the date of this letter. "Aggrieved Employees" has the same meaning as defined in California Labor Code § 2699(c)(1).



### **Background of Defendants**

Victoria's Secret Stores is a clothing and beauty retailer with stores across the United States, including in California. Victoria's Secret employed Ms. Cardenas and other hourly, non-exempt employees to assist customers, set up floor displays, and operate registers during sales transactions. L Brands Inc. is an American fashion retailer based in Columbus, Ohio. Victoria's Secret Stores is a subsidiary of L Brands Inc. In California, Victoria's Secret operates approximately 109 retail stores.

Defendants jointly exercised control over Plaintiff and Aggrieved Employees with respect to their employment. Defendants employ Plaintiff and Aggrieved Employees because Defendants, directly or indirectly, control the employment terms, pay practices, timekeeping practices, and daily work of Plaintiff and Aggrieved Employees.

### **Background of Plaintiff**

Angela Cardenas was employed by Defendants as a non-exempt customer experience lead. Plaintiff was employed by the Defendants from approximately October 2020 to April 2025. Plaintiff worked at Defendants' location in San Diego, California. Plaintiff was compensated at an hourly rate of \$25. While Plaintiff's shift varied in length, Plaintiff worked at least eight hours per shift, five shifts per week. Plaintiff worked approximately 40 hours or more per week.

### **Failure to Timely Provide Earned Wages and to Pay Minimum Wages and Overtime Wages**

Defendants deny Plaintiff and Aggrieved Employees proper compensation for all hours worked, including minimum wage and overtime. Plaintiff and Aggrieved Employees are regularly required to perform work while off-the-clock. For instance, when Plaintiff and Aggrieved Employees work the closing shift, Defendants require that they clock out for the end of their shift but continue working after store hours. For example, Plaintiff and Aggrieved Employees must go through a check list of closing tasks including but not limited to closing and locking the cash registers for the night, putting product out on the sales floor, processing payroll, preparing bank deposits and change orders, and cleaning the store. Plaintiff and Aggrieved Employees are also required to undergo bag checks at the conclusion of their scheduled shifts after they have clocked out. In addition, although Plaintiff and Aggrieved Employees clock out for their meal breaks, they continue working. As a matter of practice, Defendants require Plaintiff and Aggrieved Employees to remain available during their meal breaks and respond to work-related inquiries from their supervisors and/or coworkers without delay, thereby prohibiting them from leaving the premises. Plaintiff and Aggrieved Employees were required to keep walkie-talkies on their person during off-the-clock meal periods to communicate with supervisors and members of management. Plaintiff and Aggrieved Employees are routinely instructed to attend to and assist Defendants' customers, replenish merchandise and check inventories, and clean and organize the store during



their clocked-out meal breaks. Moreover, all this time spent working while off-the-clock goes unrecorded and therefore uncompensated even though it should be paid at minimum wage and/or overtime rates under California law, giving rise to minimum wage and overtime violations. Upon information and belief, Defendants, across California, institutes the same or similar policy of not compensating employees for time worked off the clock pre and post-shift and during meal periods which results in thousands of Aggrieved Employees performing services for the benefit of Defendants without compensation. Defendants' failure to timely pay wages was/is willful and/or intentional.

Additionally, Defendants fail to properly calculate and pay overtime wages by excluding quarterly bonuses from the regular rate of pay of Plaintiff and Aggrieved Employees. By failing to include these bonuses in the regular rate, Defendant systematically underpays overtime wages owed to Plaintiff and Aggrieved Employees during the relevant time period.

#### **Failure to Provide Compliant Meal & Rest Breaks, or Premium Wages**

Defendants fail to provide compliant meal and rest breaks to Plaintiff and Aggrieved Employees. Defendants' policies, practices, and procedures cause Plaintiff and Aggrieved Employees to systematically miss their meal and/or rest breaks yet, do not provide them with premium payments. When Plaintiffs and Aggrieved Employees attempt to take their meal period, these are untimely and after their fifth hour of work. As a matter of practice, Defendants require Plaintiff and Aggrieved Employees to remain available during their meal and rest breaks and respond to work-related inquiries from their supervisors and/or coworkers without delay, thereby prohibiting them from leaving the premises. Defendants require Plaintiff and Aggrieved Employees to remain on-duty during meal periods by keeping on and responding to communication directed to them via walkie-talkies. Plaintiff and Aggrieved Employees meal periods are routinely interrupted by supervisors and management who instructs them to attend to and assist Defendants' customers, assist with shipment orders, replenish merchandise and check inventories, and clean and organize the store during their meal and rest breaks. As a result, Plaintiff 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.

For the same reasons, Plaintiff and Aggrieved Employees are not provided with uninterrupted, ten-minute rest periods, during which they should be completely relieved of any duty, by the end of the fourth hour of work, and again, by the end of the eighth hour of work.

Making matters worse, Defendants also fails to pay Plaintiff and other Aggrieved Employees one additional hour of pay at their regular rate of compensation for each workday that a compliant meal or rest period is not provided. Defendants' failure to timely pay earned premium wages for missed and/or noncompliant meal and rest periods was/is willful and/or intentional.

#### **Failure to Reimburse Business Expenses**



Defendants also deny Plaintiff and Aggrieved Employees proper reimbursement for business expenditures. Plaintiff and Aggrieved employees are constantly required to use their personal cell phone in the performance of their work duties. Plaintiff and Aggrieved Employees are required to respond to calls and text messages from management and coworkers throughout the day, including after work and on their days off. However, Defendants do not reimburse Plaintiff and Aggrieved Employees for such expenses, even though it should be fully reimbursed under California law. Defendants' failure to properly reimburse Plaintiff and Aggrieved Employees' necessarily incurred business expenses gives rise to violations of Labor Code § 2802. Upon information and belief, Defendants, institute the same or substantially similar policy throughout their locations in California that results in hundreds of Aggrieved Employees not being reimbursed for business expenditures incurred for the benefit of Defendants.

### **Failure to Provide Timely & Itemized Wage Statements**

As outlined above, Plaintiff and Aggrieved Employees perform a substantial amount of work which goes unrecorded and uncompensated, and do not receive premium payments for missed, interrupted and/or untimely meal and rest periods. Therefore, Plaintiff and Aggrieved Employees do not receive accurate, itemized wage statements in accordance with Labor Code §226. Defendants knowingly and intentionally fail to provide a wage statement that omits and/or inaccurately states the gross wages earned, total hours worked, all deductions, net wages earned, and "all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee." For example, in Plaintiff's wage statement, the total gross and net wages earned are inaccurate because they do not include premium wages earned for missed and non-compliant meal and rest periods, and do not include overtime and wages earned for work performed outside of scheduled hours. Plaintiff's wage statements do not set forth, at all, total hours worked, or "all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee." Plaintiff and Aggrieved Employees cannot promptly and easily determine from the wage statement alone their accurate gross wages earned, total hours worked, all deductions, net wages earned, and "all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee."

### **Failure to Timely Pay All Wages Following Separation from Employment**

As a consequence of Defendants' failure to pay for all hours worked, including minimum wage and overtime premiums, failure to pay premiums for missed, interrupted and/or untimely meal and rest periods, Plaintiff and Aggrieved Employees do not receive all wages owed during employment and upon separation from employment. Defendants' failure to timely pay earned wages to Plaintiff and other former Aggrieved Employees was/is willful and/or intentional.

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Plaintiff is represented by Schneider Wallace Cottrell Kim 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 firm can be found at [www.schneiderwallace.com](http://www.schneiderwallace.com). Plaintiff and SWCK are committed to zealously pursuing redress on behalf of the State of California and all other Aggrieved Employees for the violations set forth above.

Very truly yours,

SCHNEIDER WALLACE  
COTTRELL KIM LLP



Carolyn H. Cottrell  
Attorney at Law

*\*Admitted in California*

*CC via U.S.P.S. Certified Mail with Returned Receipt Requested:*

**Victoria's Secret Stores, LLC**  
CT Corporation System  
c/o Registered Agent for Service of Process  
330 N. Brand Blvd.  
Glendale, CA

**L Brands Inc.**  
Three Limited Parkway  
Columbus, OH 43230