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David W. Slayton, Executive Officer / Clerk of Court

By: F. Monge Deputy

**HAIG B. KAZANDJIAN LAWYERS, APC**

Haig B. Kazandjian, Esq. Bar No. 278622

haig@hbklawyers.com

Cathy Gonzalez, Esq. Bar No.: 310625

cathy@hbklawyers.com

Melissa Robinson, Esq.: 336951

melissa@hbklawyers.com

801 North Brand Boulevard, Suite 1015

Glendale, California 91203

Telephone: 1-818-696-2306

Facsimile: 1-818-696-2307

*Attorneys for Plaintiff LANIE BRADFELD*

*individually and on behalf of all Aggrieved Employees*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**COUNTY OF LOS ANGELES - STANLEY MOSK COURTHOUSE**

LANIE BRADFELD, individually and on  
behalf of all Aggrieved Employees,

Plaintiff,

vs.

NORDSTROM, INC., a Washington  
Corporation, and DOES 1 through 50,  
inclusive,

Defendants.

**Case No. 24STCV15790**

*[Assigned for all purposes to Hon. Steve  
Cochran, Dept. 16]*

**SECOND AMENDED COMPLAINT FOR  
ENFORCEMENT UNDER THE PRIVATE  
ATTORNEYS GENERAL ACT,  
CALIFORNIA LABOR CODE § 2698, ET  
SEQ.**

Violation of California Labor Code § 2698, et  
seq. (California Labor Code Private Attorneys  
General Act of 2004)

Complaint Filed: June 24, 2024  
FAC Filed: October 30, 2024  
OSC Re Dismissal  
(Settlement): April 7, 2026

Plaintiff LANIE BRADFELD (hereinafter referred to as "REPRESENTATIVE  
PLAINTIFF") alleges as follows:

**PARTIES**

1. REPRESENTATIVE PLAINTIFF is an individual who resides in California and  
was employed by NORDSTROM, INC., on or about September 6, 2011 and worked for  
EMPLOYERS until on or about March 5, 2024.

2. REPRESENTATIVE PLAINTIFF is unaware of the true names and capacities, whether corporate, individual, or otherwise, of DEFENDANTS named as DOES 1 through 50, inclusive. Pursuant to California Code of Civil Procedure section 474, REPRESENTATIVE PLAINTIFF will seek leave of court to amend this complaint to state said DEFENDANTS' true names and capacities when the same have been ascertained. REPRESENTATIVE PLAINTIFF is informed and believes, and based thereon alleges, that said fictitiously-named DEFENDANTS are responsible in some manner for the injuries and damages to REPRESENTATIVE PLAINTIFF and the AGGRIEVED EMPLOYEES as further alleged herein.

3. The AGGRIEVED EMPLOYEES worked for all of the DEFENDANTS or for any of the DEFENDANTS as non-exempt, hourly-paid employees from August 21, 2022, through November 29, 2025 (the "PAGA Period"), excluding any pay periods previously released in the matter entitled Karen Bobadilla v. Nordstrom Card Services, Inc., et al. Case No. 23STCV02398 (*Bobadilla* Settlement). Nothing in this Complaint should be interpreted as limiting the AGGRIEVED EMPLOYEES to non-exempt, hourly-paid employees who worked for all DEFENDANTS only.

4. The definition of "employer" for purposes of the California Labor Code includes irregular working arrangements, and was specifically drafted in order to prevent evasion and subterfuge of California's labor laws. To that end, REPRESENTATIVE PLAINTIFF is informed and believes, and based thereon alleges, that DEFENDANTS, including any as of now unknown entities, must be classified as joint-employers for purposes of liability for civil penalties under the Private Attorneys General Act ("PAGA"). As such, DEFENDANTS are each liable for civil penalties for violation of the California Labor Code and REPRESENTATIVE PLAINTIFF seeks said penalties on behalf of all AGGRIEVED EMPLOYEES, not on her own behalf. The term "DEFENDANTS" used throughout this Complaint includes all named DEFENDANTS whether corporate, individual, or otherwise, and all unnamed DEFENDANTS whether corporate, individual, or otherwise, that are now unknown but are referred to throughout this Complaint as DOES 1 through 50, inclusive.

5. REPRESENTATIVE PLAINTIFF suffered at least one labor code violation as a result of DEFENDANTS' policies and practices, and as a result has standing to pursue a representative PAGA claim. Although REPRESENTATIVE PLAINTIFF has suffered labor code violations, REPRESENTATIVE PLAINTIFF does not seek any redress or remedy for any of her individual claims including but not limited to her individual PAGA claims. As this is a PAGA only case, no wages are sought on behalf of anyone. The only recovery REPRESENTATIVE PLAINTIFF seeks in this case are for representative PAGA penalties, attorney's fees and costs.

6. As this is only a Private Attorney General Action Complaint, pursuant to California Labor Code section 2699 et seq., brought by REPRESENTATIVE PLAINTIFF on behalf of and all other persons similarly situated who worked for DEFENDANTS in their California locations as non-exempt, hourly employees (herein collectively identified as "AGGRIEVED EMPLOYEES") for:

- i. failure to provide employment records in violation of Labor Code sections 226, 432, and 1198.5;
- ii. failure to pay overtime and double time in violation of Labor Code sections 510 and the applicable Wage Orders;
- iii. failure to provide rest and meal periods in violation of Labor Code sections 226.7, 512(a), and the applicable Wage Orders;
- iv. failure to pay minimum wage in violation of Labor Code sections 1182.2, 1194, 1197, 1197.1, and the applicable Wage Orders;
- v. failure to keep accurate payroll records and provide itemized wage statements in violation of Labor Code sections 226(a), 1174(d), 1198, and the applicable Wage Orders;
- vi. failure to pay reporting time wages in violation of applicable Wage Orders;
- vii. failure to pay split shift wages in violation of applicable Wage Orders;
- viii. failure to pay all wages earned on time in violation of Labor Code section 204 and 206;

- ix. failure to pay all wages earned upon discharge or resignation in violation of Labor Code sections 201, 202, and 203;
- x. failure to reimburse necessary, business-related expenses in violation of Labor Code sections 2800 and 2802;
- xi. failure to provide notice of paid sick time and accrual in violation of Labor Code section 246 and 246.5;
- xii. employers, and individuals acting on behalf of employers, violating or causing to be violated a section of the Labor Code or any Wage Order in violation of Labor Code section 558(a).

### **VENUE AND JURISDICTION**

7. Venue as to each Defendant is proper in this judicial district pursuant to California Code of Civil Procedure section 395 and under California Government Code section 12965(b), in that DEFENDANTS conduct business within the County of Los Angeles, and each Defendant is within the jurisdiction of this Court for service of process. AGGRIEVED EMPLOYEES' injuries were incurred within the County of Los Angeles, the actions giving rise to the Complaint filed on behalf of AGGRIEVED EMPLOYEES arose within the County of Los Angeles, and DEFENDANTS are located in the County of Los Angeles.

8. REPRESENTATIVE PLAINTIFF is informed and believes, and based thereon alleges, that no federal question is raised and that the Class Action Fairness Act ("CAFA"), 28 U.S.C. Section 1322(d) does not apply, or in the alternative that exceptions for local cases or controversies under the CAFA do apply and prohibit removal of the action to federal Court.

9. Under the plain meaning of the relevant venue statutes, DEFENDANTS' "liability" (§ 395.5), and "some part of the cause" (§ 393), arose in Los Angeles County because Labor Code violations allegedly occurred there. (See *Black Diamond Asphalt, Inc. v. Superior Court* (2003) 109 Cal.App.4th 166, 172, 134 Cal.Rptr.2d 510 [under § 395.5, liability arises where a breach of legal rights occurs]; *Dow AgroSciences LLC v. Superior Court, supra*, 16 Cal.App.5th at pp. 1074-1077, 224 Cal.Rptr.3d 761 [under § 393, subd. (a), in an action against a corporation for breach of statutory duty to warn residents about toxic fumigant, the cause

1 “arose” where the residents were exposed to the fumigants].) See *Crestwood Behavioral Health,*  
2 *Inc. v. Superior Court of Alameda County* (2021) 60 Cal.App.5th 1069 [275 Cal.Rptr.3d 316,  
3 60 Cal.App.5th 1069].

4 10. REPRESENTATIVE PLAINTIFF is informed and believes, and based thereon  
5 alleges, that the total number of pay periods REPRESENTATIVE PLAINTIFF worked are not  
6 at issue in this matter for purposes of calculating individual claims necessary to meet the amount  
7 in controversy so as to implicate traditional jurisdiction under 28 U.S.C. 1322(a) or jurisdiction  
8 under the CAFA

9 11. Further, as a representative action under the PAGA, the matter is not subject to  
10 removal under 28 U.S.C. Sections 1322(a)-(d). PAGA civil penalty actions are not subject to  
11 federal jurisdiction.

12 12. This Court has jurisdiction over AGGRIEVED EMPLOYEES’ claims for civil  
13 penalties under the PAGA, California Labor Code sections 2698 et seq.

#### 14 SCOPE

15 13. The “AGGRIEVED EMPLOYEES” are DEFENDANTS’ current and former  
16 salaried non-exempt and/or hourly-paid, non-exempt employees, excluding  
17 REPRESENTATIVE PLAINTIFF, who either were or are employed in the State of California  
18 from August 21, 2022 through November 29, 2025 (the “PAGA Period”), excluding any pay  
19 periods previously released in the matter entitled Karen Bobadilla v. Nordstrom Card Services,  
20 Inc., et al. Case No. 23STCV02398 (*Bobadilla* Settlement) . REPRESENTATIVE PLAINTIFF  
21 does not seek individual PAGA penalties.

#### 22 STATEMENT OF FACTS

23 14. On or about September 6, 2011, DEFENDANTS hired REPRESENTATIVE  
24 PLAINTIFF as a Beauty Advisor. REPRESENTATIVE PLAINTIFF worked for  
25 DEFENDANTS up until on or about March 5, 2024. DEFENDANT NORDSTROM, INC. is a  
26 Washington Corporation that operates as a leading fashion retailer.

27 15. REPRESENTATIVE PLAINTIFF filed a PAGA Notice on April 17, 2024 by  
28 serving a PAGA Notice to all named DEFENDANTS and to the LWDA in compliance with

1 Labor Code section 2699.3. As of June 22, 2024, 65 Days after REPRESENTATIVE  
2 PLAINTIFF's PAGA Notice, REPRESENTATIVE PLAINTIFF has not received  
3 correspondence from the LWDA regarding its intent to investigate REPRESENTATIVE  
4 PLAINTIFF's claims.

5 16. REPRESENTATIVE PLAINTIFF filed an Amended PAGA Notice on December  
6 19, 2025, by serving the Amended PAGA Notice to all named DEFENDANTS and to the  
7 LWDA in compliance with Labor Code section 2699.3. The Amended PAGA Notice alleged  
8 additional violations of California Labor Code §§ 210, 218.5, 226(c), 226(g), 226(h), 226.3,  
9 246.5, 248.5, 432, 558, 558(a), 558.1, 1174, 1194.2, 1198.5, and 2800, as well as additional  
10 facts and theories underlying all alleged Labor Code violations. As of February 23, 2026, 65  
11 Days after REPRESENTATIVE PLAINTIFF's PAGA Notice, REPRESENTATIVE  
12 PLAINTIFF has not received correspondence from the LWDA regarding its intent to investigate  
13 REPRESENTATIVE PLAINTIFF's claims.

14 17. REPRESENTATIVE PLAINTIFF brings claims and seeks relief on behalf of the  
15 AGGRIEVED EMPLOYEES only and does not seek recovery for any individual PAGA claims.

#### 16 **FAILURE TO PROVIDE EMPLOYMENT RECORDS**

17 18. California Labor Code Section 226 provides, "An employer who receives a  
18 written or oral request to inspect or copy records pursuant to subdivision (b) pertaining to a  
19 current or former employee [records of hours worked and wages paid]...shall comply with the  
20 request as soon as practicable, but no later than 21 calendar days from the date of the request."

21 19. California Labor Code Section 432 provides, "If an employee signs any  
22 instrument relating to the obtaining or holding of employment, he shall be given a copy of the  
23 instrument upon request."

24 20. California Labor Code Section 1198.5 provides that every employee shall be  
25 permitted to inspect and obtain a copy of their personnel records upon request.

26 21. In accordance with the process set out in Labor Code Section 226,  
27 REPRESENTATIVE PLAINTIFF requested, in writing by letter via certified first-class mail to  
28 DEFENDANTS and regular first-class mail to DEFENDANTS, that DEFENDANTS provide

1 REPRESENTATIVE PLAINTIFF with wage and payroll history, all documents signed by  
2 REPRESENTATIVE PLAINTIFF pursuant to Labor Code Section 432, and a copy of  
3 REPRESENTATIVE PLAINTIFF's personnel records pursuant to Labor Code Section 1198.5.

4 22. The time periods provided to DEFENDANTS by Labor Code Sections 226, 432,  
5 1198.5 and any other relevant statutes have elapsed since DEFENDANTS received  
6 REPRESENTATIVE PLAINTIFF's correspondence requesting documents pursuant to Labor  
7 Code Sections 226, 432, and 1198.5, and a copy of REPRESENTATIVE PLAINTIFF's  
8 personnel records pursuant to Labor Code Section 1198.5. However, DEFENDANTS failed to  
9 provide REPRESENTATIVE PLAINTIFF with all of the employment documents to which she  
10 is entitled, including, but not limited to, copies of all internal performance reviews with bonus  
11 recommendations.

12 23. REPRESENTATIVE PLAINTIFF is informed and believes, and based thereon  
13 alleges, that DEFENDANTS failed to provide records in compliance with Labor Code Sections  
14 226, 432, and 1198.5 to AGGRIEVED EMPLOYEES in response to their requests.

15 24. As a result, REPRESENTATIVE PLAINTIFF has standing under the Labor Code  
16 Section 2699 *et. seq.*, and seeks representative PAGA penalties on behalf of AGGRIEVED  
17 EMPLOYEES only.

18 25. Pursuant to the foregoing, REPRESENTATIVE PLAINTIFF is entitled to recover  
19 a \$750 penalty pursuant to Labor Code § 226(f), a \$750 penalty pursuant to Labor Code §  
20 1198.5(k), and reimbursement for costs, including attorney's fees as afforded under applicable  
21 law, including, but not limited to, Labor Code §§ 226(f) – (g), 226.3, and 1198.5(k)

## 22 OVERTIME / DOUBLE TIME

23 26. California Labor Code sections 510 and the applicable Wage Orders require  
24 employers to pay employees working more than eight (8) hours in a day or more than forty (40)  
25 hours in a week at the rate of at least time-and-one-half (1.5) times their regular rate of pay  
26 ("overtime") for time such worked, and two (2) times their regular rate of pay ("double time")  
27 for such hours worked in excess of 12 hours in a day. "Regular rate" includes all remuneration,  
28 including non-discretionary bonuses and incentives.

27. During the relevant time period, REPRESENTATIVE PLAINTIFF and AGGRIEVED EMPLOYEES regularly worked in excess of eight (8), and in excess of 12, hours in a workday and/or forty (40) hours in a workweek. However, REPRESENTATIVE PLAINTIFF is informed and believes, and based thereon alleges that DEFENDANTS, failed to pay REPRESENTATIVE PLAINTIFF AND other AGGRIEVED EMPLOYEES overtime wages at the correct regular rate of pay.

28. Because of understaffing, inadequate coverage, unreasonably high workload and expectations, and/or other actions, inactions, or decisions made by and within the sole control and discretion of DEFENDANTS, DEFENDANTS also routinely required this work to be performed before and/or after scheduled shifts, and/or during off-the-clock meal breaks, and/or during rest breaks, including but not limited to: communicating with customers; communicating with co-workers; locating or tracking merchandise for customers; participating in security screenings or bag checks; boot-up time; opening and closing stores; setting alarms and locking doors; walking to and from timeclocks and break areas; and engaging in building entry and exit activities (e.g., inputting door codes or badge swipes). As a consequence, DEFENDANTS willfully failed to pay REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES all of the wages to which they were entitled. Further, when employees performed these duties, DEFENDANTS either inaccurately recorded the work time or falsified REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES' time records.

29. As a result, REPRESENTATIVE PLAINTIFF has standing under the Labor Code Section 2699 *et. seq.*, and seeks representative PAGA penalties on behalf of AGGRIEVED EMPLOYEES only.

30. Pursuant to the foregoing, DEFENDANTS violated California Labor Code § 510 and the applicable Wage Orders. REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code §§ 558, 1194, and/or 2699(a), (f)-(g).

## MEAL / REST BREAKS

31. California Labor Code sections 226.7, 512(a), and the applicable Wage Orders require employers to pay employees one (1) additional hour of pay at the employees' regular rate for each work day that a legally compliant meal and/or rest break was not provided. Employers cannot require, cause, or permit an employee to work more than five (5) hours per day without providing an uninterrupted meal break. If an employee works over ten (10) hours in a workday, employers are required to either provide a second, uninterrupted 30-minute meal break or pay employees an additional one (1) hour of pay at the employees' regular rate. If the employer fails to properly record a valid meal period, it is presumed that no meal period was provided. Furthermore, no employer shall require an employee to work during any rest period. Rest periods requirements are based on the total hours worked; employees are legally entitled to ten (10) minutes per four (4) hours, or major fraction thereof, that employee worked.

32. DEFENDANTS failed to provide REPRESENTATIVE PLAINTIFF and AGGRIEVED EMPLOYEES with the required rest and meal break periods. REPRESENTATIVE PLAINTIFF and AGGRIEVED EMPLOYEES were routinely required to work through these periods—including but not limited to communicating with customers, communicating with co-workers, locating or tracking merchandise for customers, participating in security screenings or bag checks, booting up, opening and closing stores, setting alarms and locking doors, walking to and from timeclocks and break areas, and engaging in building entry and exit activities (e.g., inputting door codes or badge swipes)—because of understaffing, inadequate coverage, unreasonably high workload and expectations, and/or other actions, inactions, or decisions made by and within the sole control and discretion of DEFENDANTS.

33. REPRESENTATIVE PLAINTIFF and AGGRIEVED EMPLOYEES worked shifts in excess of five (5) hours without a meal break, and worked shifts of ten (10) hours or more without a second meal break, due to understaffing, inadequate coverage, unreasonably high workload and expectations, and/or other actions, inactions, or decisions made by and within the sole control and discretion of DEFENDANTS.



- (C) From January 1, 2019, to December 31, 2019, \$12 per hour.
- (D) From January 1, 2020, to December 31, 2020, \$13 per hour.
- (E) From January 1, 2021, to December 31, 2021, \$14 per hour.
- (F) From January 1, 2022, and until adjusted by subdivision (c) \$15 per hour.

(2) For any employer who employs 25 or fewer employees:

- (A) From January 1, 2018, to December 31, 2018, \$10.50 per hour.
- (B) From January 1, 2019, to December 31, 2019, \$11 per hour.
- (C) From January 1, 2020, to December 31, 2020, \$12 per hour.
- (D) From January 1, 2021, to December 31, 2021, \$13 per hour.
- (E) From January 1, 2022, to December 31, 2022, \$14 per hour.
- (F) From January 1, 2023, and until adjusted by subdivision (c) \$15 per hour.

39. The minimum wage standard applies to each hour employees worked for which they were not paid. Therefore, employer's failure to pay for any particular hour worked by an employee is unlawful even if averaging an employee's total pay over all hours worked, paid or not, results in an average hourly wage above minimum wage.

40. As alleged throughout this Complaint, due to understaffing, inadequate coverage, unreasonably high workload and expectations, and/or other actions, inactions, or decisions made by and within the sole control and discretion of DEFENDANTS, REPRESENTATIVE PLAINTIFF and AGGRIEVED EMPLOYEES were forced to work off-the-clock before and/or after their scheduled work shifts, and/or during rest breaks, and/or during meal breaks, including but not limited to: communicating with customers; communicating with co-workers; locating or tracking merchandise for customers; participating in security screenings or bag checks; boot up time; opening and closing stores; and setting alarms and locking doors; walking to and from timeclocks and break areas; and engaging in building entry and exit activities (e.g., inputting door codes or badge swipes). DEFENDANTS failed to pay REPRESENTATIVE PLAINTIFF and AGGRIEVED EMPLOYEES minimum wage for this time and/or falsified timekeeping records to hide this fact.

41. As a result, REPRESENTATIVE PLAINTIFF has standing under the Labor Code Section 2699 *et. seq.*, and seeks representative PAGA penalties on behalf of AGGRIEVED EMPLOYEES only.

42. Pursuant to the foregoing, REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES are entitled to civil penalties, liquidated damages, attorney's fees, costs, and interest thereon, pursuant to Labor Code §§ 1182.12, 1194, 1194.2, 1197, and 1197.1, and/or 2699(a), (f)-(g), and any and all other applicable law.

#### ACCURATE/ITEMIZED WAGE STATEMENTS

43. California Labor Code 226(a) requires employers to create and provide to employees true and accurate employment records. California Labor Code section 226(e) provides that if an employer fails to furnish an employee with same, the employee is entitled to recover the greater of all actual damages, or \$50.00 for an initial infraction, and \$100 per employee for each subsequent violation in any pay period. California Labor Code 226.3 imposes civil penalties on any employer in violation of section 226(a) at \$250 per employee violation in an initial citation, and \$1,000 per employee for each subsequent violation.

44. California Labor Code 1174(d) requires employers to keep payroll records showing hours worked, and wages paid to and/or number of piece-rate units earned, for all employees. Labor Code § 1174 further requires employers to maintain accurate payroll records in a central location and to make such records available for inspection upon request. California Labor Code section 1174.5 subjects employers to a \$500 penalty for failing to maintain same.

45. California Labor Code section 1198 provides that maximum hours and standard conditions of labor are fixed by the Labor Commissioner in the applicable Wage Orders. Pursuant to the applicable Wage Order, employers must keep accurate records of when employees begin and end each work period and each meal period.

46. DEFENDANTS knowingly provided employees with records that do not meet the statutory requirements of truth and accuracy, because DEFENDANTS failed to truthfully and accurately document, among other things, employees off-the-clock work. As a result,

1 DEFENDANTS failed to accurately list the correct amount of gross and/or net wages earned by  
2 REPRESENTATIVE PLAINTIFF and the AGGRIEVED EMPLOYEES.

3 47. The statements in question are deficient in many other ways, including, but not  
4 limited to: failure to list total hours worked, failing to list applicable hourly rates and the  
5 numbers of hours worked at each rate, failure to list piece-rate units earned and the applicable  
6 piece-rate, failure to list deductions, failure to track sick leave, failure to list the employee and  
7 SSN/EID properly, failure to list the full legal name and address of the employer, failure to list  
8 inclusive dates for which employees are paid, failure to provide employees with the ability to  
9 easily access wage statements and get hard copies at no expense to the employee, and/or failure  
10 to state all hours worked as a result of off-the-clock work.

11 48. DEFENDANTS willfully failed to maintain accurate payroll records for  
12 REPRESENTATIVE PLAINTIFF and AGGRIEVED EMPLOYEES as a result of  
13 DEFENDANTS failure to accurately record employees rest breaks, and/or meal breaks, and/or  
14 off-the-clock work. DEFENDANTS failure makes it impossible for REPRESENTATIVE  
15 PLAINTIFF and AGGRIEVED EMPLOYEES to accurately determine the extent of their  
16 underpayment, thereby causing further injuries to each of them.

17 49. As a result, REPRESENTATIVE PLAINTIFF has standing under the Labor Code  
18 Section 2699 *et. seq.*, and seeks representative PAGA penalties on behalf of AGGRIEVED  
19 EMPLOYEES only.

20 50. DEFENDANTS' conduct further subjects them to civil penalties under Labor  
21 Code sections 226, including 226(a), 226(c), 226(g), 226(h), and 226.3 for knowingly and  
22 intentionally failing to provide accurate and complete wage statements and payroll records to  
23 AGGRIEVED EMPLOYEES.

#### 24 **REPORTING TIME**

25 51. Applicable Wage Orders provide that for each workday when an employee is  
26 required to and does in fact report to work, but is either not put to work or is furnished less than  
27 half of said employee's usual scheduled day's work, that employee should be paid for no less  
28 than half, and in no event less than two (2) hours, of the employees' regular rate of pay.

52. REPRESENTATIVE PLAINTIFF and AGGRIEVED EMPLOYEES were frequently told by DEFENDANTS to report to work and were either not put to work or were furnished less than half of said employee's usual scheduled day's work. DEFENDANTS routinely failed to pay the required reporting time wages to REPRESENTATIVE PLAINTIFF and AGGRIEVED EMPLOYEES for each of these instances. Because DEFENDANTS miscalculated the regular rate of pay, they did not pay reporting time pay at the correct rate when it was paid.

53. As a result, REPRESENTATIVE PLAINTIFF has standing under the Labor Code Section 2699 *et. seq.*, and seeks representative PAGA penalties on behalf of AGGRIEVED EMPLOYEES only.

54. Pursuant to the foregoing, REPRESENTATIVE EMPLOYEES and other AGGRIEVED EMPLOYEES are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code §§ 1197.1 and/or 2699(a), (f)-(g), and any and all other applicable law.

#### SPLIT SHIFTS

55. Applicable Wage Orders that when an employee works a "split shift", one (1) hour's pay at the State or local minimum wage (whichever is greater) must be paid in addition to the minimum wage for that workday. A "split shift" is defined as a work schedule which is interrupted by non-paid, non-working periods established by the employer, other than bona fide rest or meal periods.

56. DEFENDANTS routinely scheduled REPRESENTATIVE PLAINTIFF and AGGRIEVED EMPLOYEES for multiple different shifts throughout the same workday, separated by periods other than bona fide rest or meal breaks. DEFENDANTS failed to pay REPRESENTATIVE PLAINTIFF and AGGRIEVED EMPLOYEES one (1) hour's pay at the applicable minimum wage, which resulted in REPRESENTATIVE PLAINTIFF and AGGRIEVED EMPLOYEES being paid less than the applicable minimum wage for that day. As a further consequence, DEFENDANTS also failed to separately list "split shift" payments on REPRESENTATIVE PLAINTIFF and AGGRIEVED EMPLOYEES wage statements.

57. As a result, REPRESENTATIVE PLAINTIFF has standing under the Labor Code Section 2699 *et. seq.*, and seeks representative PAGA penalties on behalf of AGGRIEVED EMPLOYEES only.

58. Pursuant to the foregoing, REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code §§ 1197.1 and/or 2699(a), (f)-(g), and any and all other applicable law.

### ALL WAGES PAID ON TIME

59. California Labor Code section 204 requires that all wages earned, other than those due upon termination, be paid on time as defined by the statute.

60. As a result of the numerous company-wide failures of DEFENDANTS as described throughout this Complaint, DEFENDANTS failed to pay REPRESENTATIVE PLAINTIFF and AGGRIEVED EMPLOYEES all wages due to them, including, but not limited to minimum wage, overtime and double time pay, meal and rest period premiums, reporting time pay, split shift premiums, and sick leave wages, within the statutorily required time period.

61. As a result, REPRESENTATIVE PLAINTIFF has standing under the Labor Code Section 2699 *et. seq.*, and seeks representative PAGA penalties on behalf of AGGRIEVED EMPLOYEES only.

62. DEFENDANTS' failure to timely and fully pay wages owed further violates Labor Code sections 204, 203, 210, and and/or 2699(a), (f)-(g), entitles AGGRIEVED EMPLOYEES and the State of California to civil penalties and attorneys' fees pursuant to Labor Code section 218.5, recoverable through PAGA.

### PAYMENT OF DISPUTED WAGES

63. California Labor Code § 206 requires employers, in case of a dispute over wages, to pay all wages conceded to be due. Labor Code § 206 further provides the employee all remedies to any balance claimed and prohibits employers from withholding any portion of wages otherwise due to an employee.

64. PLAINTIFF alleges that DEFENDANTS routinely failed to pay PLAINTIFF and other AGGRIEVED EMPLOYEES all wages owed at the time those wages became due each pay period. Due to DEFENDANTS' systematic failure to accurately record all hours worked, including but not limited to off-the-clock work, work performed during meal periods and rest breaks, unrecorded pre-shift and post-shift work, unpaid overtime and double-time hours, and unpaid minimum wage hours, DEFENDANTS did not pay all earned, determinable and concededly-owed wages –or at all– as required by law.

65. PLAINTIFF further alleges that DEFENDANTS' failure to provide legally compliant itemized wage statements, as required by Labor Code § 226, and DEFENDANTS' failure to maintain accurate payroll records, as required by Labor Code § 1174(d), resulted in the underpayment and non-payment of wages each pay period. Because DEFENDANTS knowingly failed to pay all wages due and concededly-owed at the regular payday or at all, DEFENDANTS violated Labor Code § 206 as a matter of company-wide policy and practice.

66. Due to DEFENDANTS' violations of Labor Code § 206, PLAINTIFF and other AGGRIEVED EMPLOYEES are entitled to recover civil penalties, attorney's fees, costs, and interest thereon pursuant to Labor Code §§ 203, 210, 558, and 2699(a), (f)-(g), as well as any other applicable law.

#### **ALL WAGES PAID ON DISCHARGE / TERMINATION**

67. California Labor Code sections 201, 202, and 203 provide that employees who are terminated are due all wages earned immediately. Employees who resign their employment without giving 72-hours' notice are due all wages earned within 72 hours of their resignation. Employees who resign their employment giving 72-hours' notice are entitled to all wages earned at the time their resignation becomes effective.

68. DEFENDANTS terminated their employment relationship with REPRESENTATIVE PLAINTIFF on March 5, 2024. Accordingly, EMPLOYEE was due all wages earned immediately.

69. When REPRESENTATIVE PLAINTIFF finally received EMPLOYEE's final paycheck, that final paycheck was legally deficient in that it did not account for all wages earned

1 despite DEFENDANTS knowing that such wages were due to REPRESENTATIVE  
2 PLAINTIFF. Due to the company-wide failures of DEFENDANTS to pay all minimum wage,  
3 overtime and double time pay, meal and rest period premiums, reporting time pay, split shift  
4 premiums, and sick leave wages due, as described throughout this Complaint, DEFENDANTS  
5 failed to pay all wages due at the time of termination.

6 70. Due to the company-wide failures of DEFENDANTS as described throughout this  
7 Complaint, DEFENDANTS similarly failed to pay other AGGRIEVED EMPLOYEES timely  
8 wages upon their discharge or resignation pursuant to Labor Code §§ 201, 202, and 203.

9 71. Pursuant to the foregoing, REPRESENTATIVE PLAINTIFF and other  
10 AGGRIEVED EMPLOYEES are entitled to civil penalties, attorney's fees, costs, and interest  
11 thereon, pursuant to Labor Code §§ 201, 202, 203, and 2699(a), (f)-(g), and any and all other  
12 applicable law.

### 13 FAILURE TO REIMBURSE

14 72. California Labor Code Sections 2800 and 2802 require that an employer  
15 indemnify employees for all necessary expenditures or losses incurred by the employee in direct  
16 consequence of the discharge of their duties.

17 73. REPRESENTATIVE PLAINTIFF and AGGRIEVED EMPLOYEES were  
18 directed and expected to incur personal expenses on behalf of DEFENDANTS while performing  
19 their job duties. Such personal expenses include, but are not limited to, use of personal cell  
20 phone, internet, work supplies, travel expenses, and parking expenses. REPRESENTATIVE  
21 PLAINTIFF and the AGGRIEVED EMPLOYEES would not have been able to successfully  
22 accomplish their job duties absent incurring these personal expenses. DEFENDANTS failed to  
23 indemnify REPRESENTATIVE PLAINTIFF and AGGRIEVED EMPLOYEES for all  
24 necessary expenditures or losses accordingly.

25 74. As a result, REPRESENTATIVE PLAINTIFF has standing under the Labor Code  
26 Section 2699 *et. seq.*, and seeks representative PAGA penalties on behalf of AGGRIEVED  
27 EMPLOYEES only.  
28

75. Pursuant to the foregoing, DEFENDANTS violated Labor Code §§ 2800 and 2802. REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code § 2699(a), (f)-(g), and any and all other applicable law.

#### NOTICE OF PAID SICK TIME AND ACCRUAL

76. California Labor Code section 246 provides that an employee who works for the same employer for more than thirty (30) days is entitled to paid sick days. Paid sick leave is to accrue at a rate not less than one (1) hour per every 30 hours worked, such accrual beginning at the commencement of employment. Employers must provide employees with written notice setting the amount of sick leave available (or paid time off in lieu thereof) for use on either itemized wage statements (as described in Labor Code section 226) or in a separate writing accompanying such wage statements.

77. REPRESENTATIVE PLAINTIFF was hired by DEFENDANTS on or about September 6, 2011 and worked for DEFENDANTS until on or about March 5, 2024. REPRESENTATIVE PLAINTIFF and AGGRIEVED EMPLOYEES worked for DEFENDANT for more than 30 days, triggering the protections of Labor Code section 246 as described above. Nevertheless, DEFENDANTS failed to furnish upon REPRESENTATIVE PLAINTIFF and AGGRIEVED EMPLOYEES, either on itemized wage statements or in a separate writing accompanying such wage statements, the amount of sick leave available to REPRESENTATIVE PLAINTIFF and AGGRIEVED EMPLOYEES.

78. As such, DEFENDANTS unlawfully retained and continue to retain paid sick leave that should have been paid to REPRESENTATIVE PLAINTIFF and AGGRIEVED EMPLOYEES but for DEFENDANTS failure to properly institute and/or adhere to a legally compliant paid sick leave program. REPRESENTATIVE EMPLOYEE is informed and believes, and based thereon alleges, that these practices were experienced and continue to be experienced by the AGGRIEVED EMPLOYEES.

1           79. As a result, REPRESENTATIVE PLAINTIFF has standing under the Labor Code  
2 Section 2699 *et. seq.*, and seeks representative PAGA penalties on behalf of AGGRIEVED  
3 EMPLOYEES only for violations of Labor Code sections 246 and 248.5.

4                           **PAID SICK LEAVE RIGHTS**

5           80. California Labor Code § 246.5 prohibits employers from denying an employee the  
6 right to use accrued paid sick leave, and from discharging, threatening to discharge, demoting,  
7 suspending, or in any manner discriminating against an employee for using, or attempting to  
8 use, paid sick leave.

9           81. PLAINTIFF alleges, that DEFENDANTS failed to properly administer, honor,  
10 and permit the use of accrued paid sick leave for PLAINTIFF and the other AGGRIEVED  
11 EMPLOYEES. DEFENDANTS maintained policies, practices, or procedures that interfered  
12 with, restricted, or otherwise discouraged the use of paid sick leave, including but not limited  
13 to: failing to maintain a lawful paid sick leave program, failing to notify employees of their sick  
14 leave balances as required, and adopting or enforcing attendance, scheduling, or disciplinary  
15 practices that treated the use of sick leave as an absence or negative mark against employees.  
16 Moreover, because DEFENDANTS miscalculated the regular rate of pay, DEFENDANTS  
17 underpaid sick leave wages on those occasions where sick leave wages were paid.

18           82. As a result of these unlawful policies and practices, PLAINTIFF and other  
19 AGGRIEVED EMPLOYEES were deprived of their statutory rights to accrue, use, and receive  
20 the full protections of paid sick leave as guaranteed under California law. DEFENDANTS'  
21 conduct constitutes violations of Labor Code § 246.5 and gives rise to statutory penalties.

22           83. Pursuant to the foregoing, DEFENDANTS are in violation of California Labor  
23 Code § 246.5. PLAINTIFF and other AGGRIEVED EMPLOYEES are entitled to civil  
24 penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code §§ 2699(a), (f)-  
25 (g), 248.5(e), and any and all other applicable law.

## CIVIL PENALTIES AND INDIVIDUAL LIABILITY

84. California Labor Code section 558(a) provides that any employer, including individuals acting on behalf of employers, that violates, or causes to be violated, a section of the Labor Code or any applicable Wage Orders are subject to the following penalties;

85. \$50 for any initial violation for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover unpaid wages;

86. \$100 for each subsequent violation for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount to recover unpaid wages;

87. Labor Code section 558.1 permits joint and several liability as to both an individual and employer for violations of Labor Code sections 203, 226, 226.7, 1194, and 2802. Labor Code section 558(c) provides that the penalties in this section are in addition to any other civil penalty.

88. Pursuant to Labor Code sections 558(a), 558.1, 226.8, and 2753, individuals acting on behalf of DEFENDANTS may be held jointly and severally liable for the violations alleged herein, including willful misclassification and wage-and-hour violations.

89. DEFENDANTS are employers, and violated REPRESENTATIVE PLAINTIFF and AGGRIEVED EMPLOYEES' rights by violating, or causing to be violated, various sections of this code as described throughout this Complaint.

90. As a result, REPRESENTATIVE PLAINTIFF has standing under the Labor Code Section 2699 *et. seq.*, and seeks representative PAGA penalties on behalf of AGGRIEVED EMPLOYEES only.

### **FIRST CAUSE OF ACTION**

#### **(VIOLATION OF LABOR CODE § 2698, *ET SEQ.*)**

**(By REPRESENTATIVE PLAINTIFF Against DEFENDANTS and Does 1 through 10, inclusive)**

91. REPRESENTATIVE PLAINTIFF incorporates by reference the allegations contained in each of the preceding paragraphs and each and every part thereof with the same force and effect as though fully set forth herein.

1           92. PAGA expressly establishes that any provisions of the California Labor Code  
2 which provides for a civil penalty to be assessed and collected by the LWDA, or any of its  
3 departments, divisions, commissions, boards, agencies or employees for a violation of the  
4 California Labor Code, may be recovered through a civil action brought by an aggrieved  
5 employee on behalf of himself or herself, and other current or former employees.

6           93. Whenever the LWDA, or any of its departments, divisions, commissions, boards,  
7 agencies, or employees has discretion to assess a civil penalty, a court in a civil action is  
8 authorized to exercise the same discretion, subject to the same limitations and conditions, to  
9 assess a civil penalty.

10           94. The AGGRIEVED EMPLOYEES on whose behalf this Complaint is brought by  
11 REPRESENTATIVE PLAINTIFF are hourly-paid or non-exempt employees "AGGRIEVED  
12 EMPLOYEES" within the meaning of California Labor Code section 2699(c) as they are all  
13 current or former employees of DEFENDANT, and one or more of the alleged violations was  
14 committed against them.

15                           **Failure to Provide Employment Records**

16           95. DEFENDANTS failure to provide AGGRIEVED EMPLOYEES with  
17 employment records constitutes unlawful and/or unfair activity and is prohibited by California  
18 Labor Code 226, 432, and 1198.5.

19                           **Failure to Pay Overtime / Double Time**

20           96. DEFENDANTS failure to pay legally required overtime and double time wages  
21 to AGGRIEVED EMPLOYEES is in violation of the Wage Orders and constitutes unlawful  
22 and/or unfair activity prohibited by California Labor Code sections 510 and 1198.

23                           **Failure to Provide Meal and Rest Periods**

24           97. DEFENDANTS failure to provide legally required meal and rest periods to  
25 AGGRIEVED EMPLOYEES constitutes unlawful and/or unfair activity prohibited by  
26 California Labor Code sections 226.7, 512(a), and the applicable Wage Orders.  
27  
28

**Failure to Pay Minimum Wages**

98. DEFENDANTS failure to pay legally required minimum wages to AGGRIEVED EMPLOYEES constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 1182.12, 1194, 1197, 1197.1, and the applicable Wage Orders.

**Failure to Keep Accurate and Provide Itemized Wage Statements**

99. DEFENDANTS failure to keep accurate and provide itemized wage statements to AGGRIEVED EMPLOYEES constitutes unlawful and/or unfair activity prohibited by California Labor Code section 226(a), 1174(d), and 1198.

**Failure to Pay Reporting Time**

100. DEFENDANTS failure to pay AGGRIEVED EMPLOYEES who were required to and did in fact report to work, but who were then furnished less than half of such employees usual scheduled day's work, with at least half, and in no event less than two (2) hours, of the employees' regular rate of pay constitutes unlawful and/or unfair activity prohibited by applicable Wage Orders.

**Failure to Pay "Split Shift" Premiums**

101. DEFENDANTS failure to pay AGGRIEVED EMPLOYEES one (1) hour's pay at the minimum wage in addition to the wages for that workday for any workday in which AGGRIEVED EMPLOYEES were scheduled for and required to work a "split shift" constitutes unlawful or unfair activity prohibited by applicable Wage Orders.

**Failure to Timely Pay All Wages on Time During Employment**

102. DEFENDANTS failure to timely pay wages to AGGRIEVED EMPLOYEES during their employment constitutes unlawful and/or unfair activity prohibited by California Labor Code section 204.

**Failure to Pay All Wages Conceded to be Due**

103. DEFENDANTS failure to to pay all wages conceded to be due, in a case of a dispute over wages, to AGGRIEVED EMPLOYEES during their employment constitutes unlawful and/or unfair activity prohibited by California Labor Code section 206.

**Failure to Timely Pay Wages Upon Termination**

104. DEFENDANTS failure to timely pay wages to AGGRIEVED EMPLOYEES upon termination constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 201, 202, and 203.

**Failure to Reimburse Necessary Business-Related Expenses and Costs**

105. DEFENDANTS failure to reimburse AGGRIEVED EMPLOYEES for necessary business-related expenses and costs constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 2800 and 2802.

**Failure to Provide Notice of Paid Sick Time and Accrual**

106. DEFENDANTS failure to provide AGGRIEVED EMPLOYEES that works for DEFENDANTS for more than 30 days with written notice setting the amount of sick leave available (or paid time off in lieu thereof) for use in their itemized wage statements or in a separate writing accompanying such statements constitutes unlawful and/or unfair activity prohibited by California Labor Code section 246.

**Failure to Properly Administer, Honor, and Permit the Use of Accrued Paid Sick Leave**

107. DEFENDANTS failure to properly administer, honor, and permit the use of accrued paid sick leave to AGGRIEVED EMPLOYEES constitutes unlawful and/or unfair activity prohibited by California Labor Code section 246.5.

**Civil Penalties**

108. Pursuant to California Labor Code section 2699, REPRESENTATIVE PLAINTIFF, on behalf of all AGGRIEVED EMPLOYEES only, requests and is entitled to recover penalties from DEFENDANTS and each of them, for violations of the Labor Code as more fully described herein according to proof, interest, attorneys' fees and costs pursuant to California Labor Code section 218.5, including but not limited to:

109. Penalties under California Labor Code section 2699 in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation;

110. Penalties under California Code of Regulations Title 8 section 11010, et seq. in the amount of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation, and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation;

111. Penalties under California Labor Code section 210 in addition to, and entirely independent and apart from, any other penalties provided in the California Labor Code in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation; and

112. Any and all additional penalties and sums as provided by the California Labor Code and/or other statutes, including, but not limited to, penalties pursuant to California Labor Code 558(a).

113. Pursuant to California Labor Code section 2699(i), civil penalties recovered shall be distributed as follows: seventy-five percent (75%) to the Labor and Workforce Development Agency for the enforcement of labor laws and education of employers and employees about their rights and responsibilities and twenty-five percent (25%) to the AGGRIEVED EMPLOYEES.

114. Further, REPRESENTATIVE PLAINTIFF is entitled to reasonable attorneys' fees and costs pursuant to California Labor Code sections § 1194, 210, 218.5 and 2699 and any other applicable statute.

115. THEREFORE, REPRESENTATIVE PLAINTIFF on behalf of all AGGRIEVED EMPLOYEES she seeks to represent request relief as described below:

**PRAYER**

THEREFORE, REPRESENTATIVE PLAINTIFF prays for judgment against DEFENDANTS, and Does 1 through 50, and each of them, as follows:

1. Statutory attorneys' fees and costs under PAGA and California Code of Civil Procedure Section 1021.5;
2. Statutory penalties under PAGA;

3. Costs of suit; and

4. Such further relief as the Court deems just and proper.

Dated: March 5, 2026

**HAIG B. KAZANDJIAN LAWYERS, APC.**

*/s/ Haig B. Kazandjian*

By: \_\_\_\_\_  
Haig B. Kazandjian, Esq.,  
Cathy Gonzalez, Esq.  
Melissa Robinson, Esq.  
*Attorneys for Plaintiff LANIE  
BRADFIELD individually and on behalf  
of all Aggrieved Employees*

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**PROOF OF SERVICE**  
**STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 801 North Brand Boulevard, Suite 1015, Glendale, California 91203.

On February 24, 2026, I served the foregoing document(s) described as:

**SECOND AMENDED COMPLAINT FOR ENFORCEMENT UNDER THE PRIVATE  
ATTORNEYS GENERAL ACT, CALIFORNIA LABOR CODE § 2698, ET SEQ.**

on the interested parties in this action by method indicated below:

|                                                                                                                                                                                                                                        |                                              |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|
| Julie A. Dunne<br>julie.dunne@us.dlapiper.com<br>Andrea Bergam<br>Andrea.bergam@us.dlapiper.com<br><b>DLA PIPER LLP</b><br>4365 Executive Drive, Suite 1100<br>San Diego, CA 92121<br>Telephone: (858) 677-1400<br>Fax: (858) 677-1401 | Attorneys for Defendants,<br>NORDSTROM, INC. |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|

☒ **BY ELECTRONIC SERVICE:** Based on a court order or agreement by the parties to accept service by e-mail or electronic transmission, I transmitted the foregoing document(s) by electronic mail from aren@hbklawyers.com to the electronic mail addresses indicated on the mailing list. The transmission was reported as complete and without error.

☐ **BY U.S. MAIL:** I enclosed said document(s) in a sealed envelope or package to each addressee. I placed the envelope for collection and mailing, following our firm’s ordinary business practices. I am readily familiar with the firm’s practice for collecting and processing correspondence for mailing. Under that practice, the correspondence is deposited with the United States Postal Service, with postage fully prepaid, on the same day in the ordinary course of business.

☒ (STATE): I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on March 5, 2026, at Glendale, California.

\_\_\_\_\_  
/s/ Aren Sukiasyan  
Aren Sukiasyan