

Nazo Koulloukian, SBN 263809
nazo@koullaw.com
Hilary Silvia, Of-Counsel, SBN 237993
hilary@koullaw.com
KOUL LAW FIRM, APC
217 South Kenwood Street
Glendale, CA 91205
Telephone: (213) 325-3032
Facsimile: (818) 561-3938

Attorneys for Plaintiff,
ELOISA FRASCA on behalf of
herself, all aggrieved employees, and the State
of California as a Private Attorneys General

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

ELOISA FRASCA, individuals, on behalf of
herself, all aggrieved employees, and the State
of California as a Private Attorneys General,

Plaintiff,

vs.

VF OUTDOOR, LLC, a Delaware Limited
Liability Company, and DOES 1-50, inclusive,

Defendant.

Case No.: **25STCV07351**

REPRESENTATIVE ACTION

**Violation of the Private Attorneys General
Act of 2004, Cal. Labor Code §2698 *et seq.***

Plaintiff ELOISA FRASCA brings this PAGA representative action complaint on behalf
of herself, all aggrieved employees, and the State of California as a Private Attorneys General, and
alleges as follows:

1 **NATURE OF THE ACTION**

2 1. Plaintiff ELOISA FRASCA worked as an employee for Defendant VF OUTDOOR,
3 LLC and Does 1-50 (collectively “Defendant”). Defendant operates a clothing and footwear
4 manufacturing company in Los Angeles County.

5 2. Plaintiff ELOISA FRASCA worked for Defendant as a warehouse associate at the
6 location in Santa Fe Springs, CA, for over sixteen years, until her separation from employment in
7 March 2024. Plaintiff brings this action pursuant to the Private Attorneys General Act of 2004
8 (“PAGA”), Cal. Labor Code §2698 *et seq.*, on a representative basis. All current and former hourly,
9 nonexempt employees of Defendant within one year of serving notice on the LWDA to the present
10 are aggrieved employees.

11 3. Defendant failed to comply with California Labor Code requirements due to erroneous,
12 willful and intentional employment practices and policies. Plaintiff brings this representative
13 action on behalf of herself, all other similarly situated aggrieved employees, and the State of
14 California, based upon the claims articulated below. Plaintiff provided notice of her claims
15 pursuant to §2698 *et. seq.*, to the Labor and Workforce and Development Agency (“LWDA”) as
16 illustrated by the attached Exhibit, the content of which is expressly incorporated herein. The
17 LWDA has not provided any notice to Plaintiff following the exhaustion of the 65-day notice
18 period required by 2699.3(a)(2)(B). Accordingly, Plaintiff now brings this Complaint for civil
19 penalties under the Private Attorneys General Act (“PAGA”), Labor Code §2698 *et seq.*

20 4. Defendant has had a consistent policy and/or practice of: (1) failing to pay for all hours
21 worked, including overtime hours worked; (2) failing to provide timely meal breaks; (3) failing to
22 provide rest breaks; (4) failing to provide suitable seating; (5) failing to reimburse for required
23 expenses; (6) failing to provide adequate restroom facilities; (7) failing to provide safe working
24 conditions – excessive heat; and (8) failing to provide accurate itemized wage statements.
25 Defendant is therefore liable for civil penalties under the Cal. Labor Code, including the Private
26 Attorney General Act (“PAGA”), Labor Code §2698 *et seq.*, as described more fully herein.

1 **THE PARTIES**

2 5. Plaintiff ELOISA FRASCA is a resident of the State of California and worked for
3 Defendant until March 2024.

4 6. Defendant VF OUTDOOR, LLC is a Delaware Limited Liability Company authorized
5 to do business and doing business in California with the capacity to sue and to be sued, and doing
6 business, in the county of Los Angeles State of California.

7 7. Plaintiff is unaware of the true names, capacities, relationships, and extent of
8 participation in the conduct alleged herein, of the Defendant sued as DOES 1 through 50, but is
9 informed and believes and thereon alleges that said Defendant is legally responsible for the
10 wrongful conduct alleged herein and therefore sues Defendant by such fictitious names, Plaintiff
11 will amend this complaint when their true names and capabilities are ascertained.

12 8. Plaintiff is informed and believes and thereon alleges that each Defendant, directly or
13 indirectly, or through agents or other persons, employed Plaintiff and other aggrieved employees
14 of the representative class, and exercised control over their wages, hours, and working conditions.
15 Plaintiff is informed and believes and thereon alleges that each Defendant acted in all respects
16 pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business
17 plan or policy in all respects pertinent hereto, and the acts of each Defendant is legally attributable
18 to the other Defendants.

19 **JURISDICTION AND VENUE**

20 9. Venue is proper in this judicial district because each Defendant conducts business in this
21 county and each Defendant has legal obligations to Plaintiff and many of the aggrieved employees
22 in this case that arose in this county.

23 10. The statutory penalties sought by Plaintiff exceed the minimal jurisdictional limits of
24 the Superior Court and will be established according to proof at trial. Based on information,
25 investigation and analysis, Plaintiff alleges that the amount in controversy, including claims for
26 monetary damages, penalties and attorney's fees is more than twenty-five thousand dollars
27 (\$25,000).
28

1 11. The California Superior Court has jurisdiction in this matter because Plaintiff is a
2 resident of California and Defendant is qualified to do business in California and regularly conduct
3 business in California. Further, there is no federal question at issue as the claims herein are based
4 solely on California law.

5 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

6 12. During the relevant time period, Defendant committed various violations of the
7 California Labor Code as alleged below in more detail. Defendant enforces multiple policies that
8 violate state law, which are intended to increase profits to the detriment of aggrieved employees.

9 13. This representative action represents over one hundred current and former aggrieved
10 employees.

11 14. For at least one (1) year prior to the date of service notice on the LWDA, and continuing
12 to the present, Defendant engaged in unlawful employment practices that resulted in violations of
13 numerous Labor Code sections, as set forth more fully below.

14 15. Plaintiff and all current and former hourly, nonexempt employees within one year of
15 filing this action to the present are aggrieved employees within the meaning of Labor Code 2699,
16 *et seq.* (See Labor code §2699(c).)

17 16. Defendant, and each of them, have committed the following violations of the California
18 Labor Code:

19 **Failure to Pay For All Hours Worked, Including Overtime Hours Worked**

20 (Cal. Labor Code §§00, 204, 206, 206.5, 210, 216, 218, 218.6, 221, 223, 510, 511, 558, 1194,
21 1197, 1197.1, 1198, 2698 *et seq.*, Wage Order 5)

22 17. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
23 incorporate said paragraphs herein by reference.

24 18. Off-the-Clock Hours Worked – Waiting in Required Lines Plaintiff and aggrieved
25 employees frequently worked off the clock and were routinely subjected to periods wherein they
26 were under the Defendant's control but not compensated for their time. Numerous employees came
27 on shift at the same time which resulted in many employees waiting in required lines to clock in
28 for work to use the timeclock. Plaintiff recalls waiting up to 10 minutes each shift working off the

1 clock. Employees were also required to get a cart and a scanner gun prior to the place of clocking
2 in, all unpaid. This time spent walking and waiting in required lines was required by Defendant
3 prior to each shift and when clocking back in for lunch, and was essential and required before
4 employees could begin and/or resume working on the clock. This resulted in shaving/rounding
5 time from employee time records.

6 19. Off-the-clock Hours Worked. Plaintiff and aggrieved employees frequently worked off
7 the clock and were routinely subjected to periods wherein they were under Defendant's control
8 but not compensated for their time. Plaintiff and aggrieved employees were required to wait in
9 long lines and walk long distances to and from the break area. Defendant violated Labor Code
10 §§510 1194, 1198, 1199 and Wage Order 1. Defendants are liable for civil penalties pursuant to
11 Labor Code §§558 and 2698 et seq.

12 20. Defendant's conduct described herein violates Labor Code §§ 200, 223, 226, 500, 1197
13 and 1198, and the Applicable Wage Orders. Therefore, pursuant to Labor Code §§ 203, 218.5,
14 226, 558, 1194 and 1194.2, Plaintiff and other Aggrieved Employees are entitled to recover
15 damages for the nonpayment of wages of all their worked hours in addition to penalties, attorneys'
16 fees, expenses, and costs of suit. As a result of these ongoing violations, Defendant is liable for,
17 among other things, civil penalties pursuant to Labor Code §§ 558 & 2698 et seq.

18 21. During the applicable recovery period, Aggrieved Employees were suffered, permitted,
19 and required to perform work by Defendant for which they received no pay. In particular, as
20 alleged above, Defendant failed, and continues to fail, to pay Aggrieved Employees for time spent
21 off the clock and on unpaid meal periods. The aforementioned acts by Defendant were undertaken
22 with the intention of depriving Aggrieved Employees of their earned wages. As a result of these
23 ongoing violations, Defendant is liable for, among other things, civil penalties pursuant to Labor
24 Code §§ 558 & 2698 et seq.

25 **Failure to Rest Breaks**

26 (Cal. Lab. Code §§226, 226.7, 512, 558, 1198, 2698 *et seq.*)

27 22. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
28 incorporates said paragraphs herein by reference.

1 23. Defendant has failed to maintain a compliant rest period policy and practice that
2 provides its employees with off-duty rest periods as required by California law. Plaintiff reports
3 that she and aggrieved employees frequently missed rest periods as a result of Defendant's staffing
4 and business practices, and that breaks were not scheduled into daily shifts.

5 24. Rest break – Walk time Rest periods were under 10 minutes due to the time it took for
6 employees to walk to the resting facilities from their work stations. The rest period requirement
7 obligates defendants to permit and authorize employees to take off-duty rest periods, meaning
8 employers must relieve employees of all duties and relinquish control over how employees spend
9 their time. *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th 257, 269. Defendant must
10 pay employees an additional hour of wages at the employee's regular rate of pay for each missed
11 or improper rest period (e.g., less than 10 minutes, interrupted rest period, rest period(s) at
12 improper time(s) during shift(s). Lab. Code §226.7; applicable IWC Wage Order, §12(B) ("If an
13 employer fails to provide an employee a rest period in accordance with the applicable provisions
14 of this Order, the employer shall pay the employee one (1) hour of pay at the employee's regular
15 rate of compensation for each work day that the rest period is not provided"). Moreover, under
16 California law rest periods must be a "net" ten minutes in a suitable rest area. (*Id.* at 268) (relying
17 on January 3, 1986 and February 22, 2002 DLSE Letters wherein the DLSE ruled that the net ten-
18 minute language for rest periods means ten minutes of time in a rest area and cannot include time
19 it takes to get to and from the rest area). The employer must show that it clearly articulates the
20 right to a net ten minutes, which means it must clearly communicate what "net" ten minutes means
21 (i.e., regardless of what happens along the way to and from a rest area, employees are entitled to a
22 full ten minutes of rest in the rest area). *Id.*; see also, *Bufile v. Dollar Fin. Grp., Inc.*, (2008) 162
23 Cal. App. 4th 1193, 1199 (the "onus is on the employer to clearly communicate the authorization
24 and permission [to take rest periods] to their employees.")

25 25. Rest periods were often either less than ten minutes, not provided, interrupted or late,
26 "on duty", or not scheduled before and after a meal period for shifts greater than six hours, as
27 prescribed by California law because Defendant: (1) did not account for all hours worked that were
28 unaccounted for on their timecard; (2) did not adequately inform and train employees about their

1 rights to rest breaks and premium payments for non-compliant rest breaks; (3) did not adequately
2 inform and train employees about when, where and how to take timely and uninterrupted ten-
3 minute rest breaks; (4) because Defendant did not staff enough people to schedule all timely and
4 uninterrupted ten-minute rest breaks; and/or (5) because management at various levels, affecting
5 all hourly, non-exempt employees, refused to offer, permit, or enforce a lawfully compliant rest
6 break policy.

7 26. Defendant did not authorize or permit all of its hourly employees to take at least a ten
8 minute rest period in which they were relieved of all duties, for every 4 hours of work, or major
9 fraction thereof, as required by Cal. Lab. Code §226.7, §512 and Wage Order 4-2001 11(A). When
10 breaks were missed Defendant failed to pay the 1-hour penalty, as required. Because Defendant
11 violated the Wage Order, Defendant is liable under Labor Code §1198. As a result of these
12 violations, Defendant is liable for civil penalties pursuant to Cal. Labor Code §2698 *et. seq.*

13 **Failure to Provide Timely Meal Breaks**

14 (Cal. Lab. Code §§226(a), 226.7, 512, 558, 1198, 2699 *et seq.*)

15 27. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
16 incorporate said paragraphs herein by reference.

17 28. During Plaintiff's employment, Defendant failed to maintain a compliant meal period
18 policy and practice. Defendant failed to provide all of its hourly employees with their right to take
19 an off-duty unpaid 30-minute meal period. Labor Code §512 provides, "[a]n employer may not
20 employ an employee for a work period of more than five hours per day without providing the
21 employee with a meal period of not less than 30 minutes..." Labor Code §226.7(a) provides, "[n]o
22 employer shall require an employee to work during any meal... period mandated by an applicable
23 order of the Industrial Welfare Commission." Paragraph 11(A) of the Wage Orders provides, in
24 pertinent part, "[u]nless an employee is relieved of all duty during a 30-minute meal period, the
25 meal period shall be considered an 'on duty' meal period and counted as time worked." Labor
26 Code 1198 states that any violation of a wage order is a violation of the Labor Code.

27 29. Plaintiff and aggrieved employees frequently missed her first and second meal periods.
28 When meal periods were provided, they were often late, short, and/or uninterrupted. Plaintiff

1 reports that she and her coworkers were not permitted to leave the premises during meal periods
2 even to go to their own cars. Full, uninterrupted, off-duty, thirty-minute meal periods were not
3 provided because Defendant: (1) did not account for all hours worked that were unaccounted for
4 on their timecard; (2) did not adequately inform and train employees about their rights to meal
5 periods and premium payments for non-compliant meal periods; (3) did not adequately inform and
6 train employees about when, where and how to take timely and uninterrupted thirty-minute meal
7 periods; (4) because Defendant did not staff enough people to schedule all timely and uninterrupted
8 thirty-minute meal periods; and/or (5) because management at various levels, affecting all hourly,
9 non-exempt employees, refused to offer, permit, or enforce a lawfully compliant meal period
10 policy. Plaintiff and aggrieved employees were not paid a premium payment, paid as an hour's
11 wage when meal periods were not given to them in compliance with California law.

12 30. The Wage Orders require employers to authorize and permit employees to take an
13 uninterrupted 30-minute meal period after no more than 5 hours of work. Pursuant to Labor Code
14 §1198, "the employment of any employee... under conditions of labor prohibited by the order is
15 unlawful." Defendant failed to permit Plaintiff and others to take timely, off-duty, meal breaks of
16 "not less than 30 minutes" for each five consecutive hours of work in violation of Labor Code
17 §§226.7 and 512. Defendant failed to pay all penalty pay at the regular rate of pay to Plaintiff or
18 aggrieved employees for noncompliant meal periods. As a derivative claim, Plaintiff alleges that
19 pay statements were inaccurate, failing to include required meal period penalties, thus failing the
20 requirements of Labor Code §226(a). As a result of these violations, Defendants are liable for civil
21 penalties pursuant to Cal. Labor Code §558 and §2698 et. seq.

22 **Failure to Provide Suitable Seating**

23 (Lab. Code 1198)

24 31. Labor Code section 1198 states in pertinent part, "The employment of any employee...
25 under conditions of labor prohibited by the [Wage Order] is unlawful."

26 32. The Wage Order provides that: (a) All working employees shall be provided with
27 suitable seats when the nature of the work reasonably permits the use of seats. (b) When employees
28 are not engaged in the active duties of their employment and the nature of the work requires

standing, an adequate number of suitable seats shall be placed in reasonable proximity to the work area and employees shall be permitted to use such seats when it does not interfere with the performance of their duties.

33. At all relevant times, Defendant failed to provide Plaintiff and aggrieved employees with suitable seating during their employment as required by section 12 of the applicable Wage Order. Plaintiff and aggrieved employees were not provided with seating during shifts in which they worked at positions which would reasonably permit the use of seating nor was seating provided within a 3-4 minute walk from work area for necessary breaks, Accordingly Plaintiff, on behalf of herself and aggrieved employees, will pursue civil penalties under Labor Code §2698 et seq., and all available remedies to the extent allowed by law for the alleged violations.

Failure to Reimburse For Required Business Expenses

(Cal. Lab. Code §§21198, 2802, 2699)

34. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and incorporate said paragraphs herein by reference.

35. Labor Code §2802 requires employers to indemnify employees for necessary expenditures or losses incurred by employees in direct consequence of discharge of duties. Here, Plaintiff and aggrieved employees were required to use their personal cell phones and employees were not compensated for the use of their devices and resources.

Failure to Provide Adequate Restroom Facilities

(Cal. Labor Code §§ 226, 226.7, 512, 558, 1198, 2350, 2698, 3457 and 6712)

36. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and incorporate said paragraphs herein by reference.

37. California Labor Code §2350 requires employers to provides that “[e]very factory, workshop, mercantile or other establishment in which one or more persons are employed, shall be kept clean and free from the effluvia arising from any drain or other nuisance, and shall be provided, within reasonable access, with a sufficient number of toilet facilities for the use of the employees.” Defendant violated §2350 by failing to provide bathrooms for employees. Defendant further violated 8 CCR §3457(c) by failing to provide adequate toilet and handwashing facilities.

1 38. Cal. Code Regs. tit. 8, § 3457 requires that “[t]oilet facilities shall be, at all times,
2 operational, maintained in a clean and sanitary condition, and kept in good repair. Written records
3 of service and maintenance shall be maintained and retained for two years.” Labor Code §6712
4 requires toilets to be “serviced and maintained in a clean, sanitary condition and kept in good repair
5 at all times, including written records of that service and maintenance.” Moreover, “any employer
6 who fails to provide the facilities required by the field sanitation standard shall be assessed a civil
7 penalty...of not less than seven hundred fifty dollars (\$750) for each violation.” Labor Code
8 §6712. Further, the public policy of the State of California as codified, expressed and mandated in
9 Labor Code sections 6300, 6310 and 6400, et seq. requires all employers to take reasonable steps
10 to provide a safe and secure workplace. Unfortunately, bathrooms in Defendant’s workplaces non-
11 compliant with minimum standards.

12 **Failure to Provide Safe Working Conditions – Excessive Heat**

13 (Cal. Labor Code §§1198.)

14 39. Defendant’s workplaces would get unsafely hot. Plaintiff and aggrieved employees
15 were forced to work in incredibly hot and unventilated rooms reaching temperatures of over 100
16 degrees. The warehouse facilities would get extremely hot, especially on the second floor where
17 Plaintiff was stationed. Plaintiff reports that there was no climate control on the second floor and
18 that Defendant would not permit Plaintiff to open a window for ventilation.

19 40. Wage Order 1 ¶15 requires: (a) The temperature maintained in each work area shall
20 provide reasonable comfort consistent with industry-wide standards for the nature of the process
21 and the work performed; and (b) If excessive heat or humidity is created by the work process, the
22 employer shall take all feasible means to reduce such excessive heat or humidity to a degree
23 providing reasonable comfort. By violating the wage order, Defendant is liable for civil penalties
24 pursuant to §2698 et. seq.

1 **Failure to Provide Accurate Itemized Wage Statements & Violation of Record Keeping**
2 **Requirements**

3 (Cal. Labor Code §§6226, 1174, 1174.5, 2699 *et seq.*)

4 41. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
5 incorporate said paragraphs herein by reference.

6 42. Defendant knowingly and intentionally failed to provide timely, accurate, itemized
7 wage statements to Plaintiff and the aggrieved employees in accordance with Labor Code §§ 226
8 and keep accurate records as required by §1174(d). The statements provided to Plaintiff and
9 aggrieved employees, and the records maintained by Defendant, have not accurately reflected
10 actual gross wages earned, including pay for all hours worked and the accurate rate of pay for all
11 hours worked, and overtime pay, and pay for meal and rest period penalty wages. Wage statements
12 further fail to state the true name and address of the legal entity that is the employer.

13 43. §226 (a) requires:

14 A. An employer, semimonthly or at the time of each payment of wages,
15 shall furnish to his or her employee, either as a detachable part of the check,
16 draft, or voucher paying the employee's wages, or separately if wages are paid
17 by personal check or cash, an accurate itemized statement in writing showing
18 (1) gross wages earned, (2) total hours worked by the employee, except as
19 provided in subdivision (j), (3) the number of piece-rate units earned and any
20 applicable piece rate if the employee is paid on a piece-rate basis, (4) all
21 deductions, provided that all deductions made on written orders of the employee
22 may be aggregated and shown as one item, (5) net wages earned, (6) the
23 inclusive dates of the period for which the employee is paid, (7) the name of the
24 employee and only the last four digits of his or her social security number or an
25 employee identification number other than a social security number, (8) the
26 name and address of the legal entity that is the employer and, if the employer is
27 a farm labor contractor, as defined in subdivision (b) of Section 1682, the name
28 and address of the legal entity that secured the services of the employer, and (9)

all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee...

44. Such failures caused injury to Plaintiff and others, by, among other things, impeding them from knowing the total hours worked and the amount of wages to which they are and were entitled. Defendant knowingly and intentionally failed to accurately itemize the gross wages earned, net wages earned, and total hours worked. Defendant is liable for civil penalties pursuant to Labor Code § 2698 *et seq.*

45. Finally, Defendant has violated Labor Code §432.5 by forcing Plaintiff and aggrieved employees to sign employment-related contracts and documents that contained unlawful terms of employment.

FIRST CAUSE OF ACTION

Against Defendant for Violation of the Private Attorneys General Act (“PAGA”)

(California Labor Code §2698 *et seq.*)

46. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and incorporate said paragraphs herein by reference.

47. Plaintiff is an “aggrieved employee” under PAGA, as she was employed by Defendant during the applicable statutory period and suffered one or more of the Labor Code violations set forth herein. Accordingly, Plaintiff seeks to recover on behalf of herself and all other current and former aggrieved employees of Defendant, the civil penalties provided by PAGA, plus reasonable attorneys’ fees and costs.

48. Plaintiff seeks to recover the PAGA civil penalties through a representative action permitted by PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46 Cal. 4th 969. Therefore, class certification of the PAGA claims brought herein is not required.

49. Plaintiff seeks civil penalties pursuant to PAGA for violations of the following Labor Code provisions:

- a. Failure to Pay For All Hours Worked, Including Overtime Hours Worked (Cal. Labor Code §§200, 204, 206, 206.5, 210, 216, 218, 218.6, 221, 223, 510, 511, 558, 1194, 1197, 1197.1, 1198, 2698 *et seq.*, Wage Order 5);

- b. Failure to Provide Timely Meal Breaks (Cal. Labor Code §§226, 226.7, 512, 558, 1198, 2699 *et seq.*)
- c. Failure to Provide Rest Breaks (Cal. Labor Code §§226, 226.7, 512, 558, 1198, 2698 *et seq.*)
- d. Failure to Provide Suitable Seating (Lab. Code section 1198)
- e. Failure to Reimburse for Required Business Expenses (Cal. Labor Code §§ 1198, 2802 and 2699 *et seq.*)
- f. Failure to Provide Adequate Restroom Facilities (Cal. Labor Code §§ 226, 226.7, 512, 558, 1198, 2350, 2698 *et seq.*, 3457, 6712)
- g. Failure to Provide Safe Working Conditions – Excessive Heat (Cal. Labor Code §119)
- h. Failure to Provide Accurate Itemized Wage Statements (Cal. Labor Code §§ 226, 1174, 1174.5, 2699 *et seq.*).

50. With respect to violations of Labor Code §226(a), Labor Code §226.3 imposes a civil penalty in addition to any other penalty provided by law of two hundred fifty dollars (\$250) per aggrieved employee for the first violation, and one thousand dollars (\$1,000) per aggrieved employee for each subsequent violation of Labor Code §226(a).

51. With respect to violations of Labor Code §512, Labor Code §558 imposes a civil penalty in addition to any other penalty provided by law of fifty dollars (\$50) for initial violations for each underpaid employee for each pay period for which the employee was underpaid, and one hundred dollars (\$100) for subsequent violations for each underpaid employee for each pay period for which the employee was underpaid.

52. Labor Code §2698 *et seq.* imposes a civil penalty of one hundred dollars (\$100) per pay period, per aggrieved employee for initial violations, and two hundred dollars (\$200) per pay period, per aggrieved employee for subsequent violations for all Labor Code provisions for which a civil penalty is not specifically provided.

53. Plaintiff and the other current and former employees of Defendant are aggrieved employees. They were or are employed by Defendant, and each of them, and the violations alleged

herein were committed against them. Plaintiff brings this action on behalf of herself and all other current and former aggrieved employees.

54. At the time of each violation, Defendant employed one or more employees.

55. As a result of the aforesaid wrongful and illegal conduct of Defendant, and each of them, Plaintiff and aggrieved employees are entitled to civil penalties in an amount to be determined at trial, pre-judgment interest, costs and attorneys' fees.

56. Plaintiff has complied with all procedural requirements of Labor Code §2699.3 prior to filing this Complaint. By the Notice attached as Exhibit 1, submitted online to the Labor and Workforce Development Agency ("LWDA") and served by certified mail upon Defendant, Plaintiff through counsel notified the LWDA and Defendant of the specific Labor Code provisions that Defendant has violated. The LWDA did not respond to Plaintiff's Notice within the statutory timeframe, and Plaintiff has therefore exhausted administrative remedies. Pursuant to Labor Code §2699.3, Plaintiff may now pursue their PAGA claims in this action on behalf of aggrieved employees and the State of California.

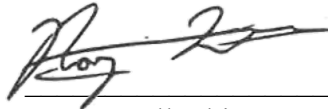
PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of the aggrieved employees, prays for judgement against Defendant as follows:

1. An award of civil penalties pursuant to PAGA and the Cal. Labor Code in an amount to be determined at trial, but at least the jurisdictional amount of this Court;
2. An award of reasonable attorneys' fees and costs pursuant to California Labor Code §2699(g) and/or other applicable law;
3. For civil penalties as provided under Labor Code §§226.3 and 558, and/or other applicable law;
4. Pre-judgement and post-judgement interest as provided by law; and
5. Such other and further relief that the Court may deem just and proper.

1 DATED: March 13, 2025

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3 **KOUL LAW FIRM, APC**

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5 Nazo Koulloukian, Esq.
6 Attorneys for Plaintiff ELOISA FRASCA,
7 and all aggrieved employees
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EXHIBIT 1



Nazo@Koullaw.com

P (213) 761 – 5484

F (818) 561 – 3938

3435 WILSHIRE BLVD

SUITE 1710

LOS ANGELES, CA 90010

www.koullaw.com

December 4, 2024

Via E-filing:

California Labor & Workforce
Development Agency
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

Via Certified U.S. Mail & E-Mail:

VF Outdoor, LLC
15700 Shoemaker Ave
Santa Fe Springs, CA 90670

VF Outdoor, LLC
105 Corporate Center Blvd
Greensboro, NC 27408

Lonnie D. Giamela, Esq.
FISHER & PHILLIPS LLP
lgiamela@fisherphillips.com

[via email only]

Re: PAGA Notice Pursuant to California Labor Code §2698 *et seq.*
 Claimant: Eloisa Frasca
 Employer: VF Outdoor, LLC

Dear Sir or Madam:

Eloisa Frasca (“Claimant”) has retained Nazo Koulloukian, Esq. of Koul Law Firm, APC, to represent her, and all other aggrieved employees, for conditions of employment and wage and hour claims against former employer, VF Outdoor LLC (hereafter “Employer”).

VF Outdoor is a clothing and footwear manufacturing company. Claimant worked for Employer from February 8, 2008, until March 5, 2024.

Claimant alleges herein the specific provisions of California law that Employer has violated, requiring this Notice, including but not limited to: California Labor Code sections 201-203, 204, 208, 216, 221-223, 226, 226.2, 226.7, 245-248.6, 432, 432.5, 432.6, 432.7, 510, 512, 558, 558.1, 1024.5, 1174, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2810.5, and all applicable Wage Orders.

Employer violated, and/or has caused to be violated, several Labor Code provisions and is therefore liable for civil penalties under Labor Code § 2698 *et seq.* We request that your agency investigate the claims alleged below or permit Claimant to seek civil penalties under the Private Attorney General Act (“PAGA”), Labor Code § 2698 *et seq.*, on behalf of the Labor and Workforce and development Agency (“LWDA”) and the State of California in a representative action. This letter will serve as notice of these allegations pursuant to Labor Code § 2699.3. Based on information and belief, Employer continues to commit all the violations alleged herein.

Failure to Pay For All Hours Worked, Including Overtime Hours Worked

(Cal. Labor Code §§200, 204, 206, 206.5, 207, 210, 216, 218, 218.6, 221, 223, 351, 510, 558, 1194, 1197, 1197.1, 1198, 2698 *et seq.*, Wage Order 1)

Section 2(G) of Wage Order 1 defines “hours worked” as “the time during which an employee is subject to the control of an employer, and including all the time the employee is suffered or permitted to work, whether or not required to do so.” When employees like Claimant and her coworkers earning at or near minimum wage do not receive payment for all hours worked as a result of unlawful employment practices, the result is that they are earning less than the statutory minimum wages for all hours worked. Employer has been engaged in many unlawful employment practices which resulted in underpayment for hours worked each pay period, including overtime hours worked, as more fully set forth below. Employer has also failed to pay the required minimum wage for all hours worked, and has failed to pay all wages owed twice per month. Employer also rounds time entries instead of paying employees from clock in to clock out times. This resulted in a failure to pay all hours worked, including a failure to pay all overtime wages owed at the regular rate of pay.

Off-the-Clock Hours Worked- Waiting in Required Lines

Claimant and aggrieved employees frequently worked off the clock and were routinely subjected to periods wherein they were under the Employer’s control but not compensated for their time. Numerous employees came on shift at the same time which resulted in many employees waiting in required lines to clock in for work to use the timeclock. Claimant recalls waiting up to 10 minutes each shift working off the clock. Employees were also required to get a cart and a scanner gun prior to the place of clocking in, all unpaid. This time spent walking and waiting in required lines was required by Employer prior to each shift and when clocking back in for lunch, and was essential and required before employees could begin and/or resume working on the clock. This resulted in shaving/rounding time from employee time records.

Off-the-Clock Hours Worked

Claimant and aggrieved employees frequently worked off the clock and were routinely subjected to periods wherein they were under the Employer’s control but not compensated for their time. Claimant and aggrieved employees were required to wait in long lines and walk long distances to and from the break area. Employer has violated Labor Code §§510 1194, 1198, 1199

and Wage Order 1. Employer is liable for civil penalties pursuant to Labor Code §§558 and 2698 *et seq.*

Failure to Provide Timely Meal Breaks

(Cal. Labor Code §§226 (a), 226.7, 512, 558, 1198, 2698 *et seq.*, Wage Order)

Labor Code §512 provides, “[a]n employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes...” Labor Code §226.7(a) provides, “[n]o employer shall require an employee to work during any meal... period mandated by an applicable order of the Industrial Welfare Commission.” Paragraph 11 of the Wage Order provides, in pertinent part, “[u]nless an employee is relieved of all duty during a 30-minute meal period, the meal period shall be considered an ‘on duty’ meal period and counted as time worked.”

In this case, Claimant and her coworkers frequently missed first and second meal periods. When meal periods were provided, they were often late, short, and/or interrupted. Claimant reports that she and her coworkers were not permitted to leave the premises during meal periods, even to go to their own cars.

Full, uninterrupted, off-duty, thirty-minute meal periods were not provided because Employer: (1) did not account for all hours worked that were unaccounted for on their timecard; (2) did not adequately inform and train employees about their rights to meal periods and premium payments for non-compliant meal periods; (3) did not adequately inform and train employees about when, where and how to take timely and uninterrupted thirty-minute meal periods; (4) because Employer did not staff enough people to schedule all timely and uninterrupted thirty-minute meal periods; (5) because management at various levels, affecting all hourly, non-exempt employees, refused to offer, permit, or enforce a lawfully compliant meal period policy; and/or (6) because Employer unlawfully shaved and/or rounded clock in and clock out times for meal periods. Employees were not paid a premium payment, paid as an hour’s wage when meal periods were not given to them in compliance with California law.

The Wage Orders require employers to authorize and permit employees to take an uninterrupted 30-minute meal period after no more than 5 hours of work. Pursuant to Labor Code §1198, “the employment of any employee... under conditions of labor prohibited by the order is unlawful.” Employer failed to permit Claimant and others to take timely, off-duty, meal breaks of “not less than 30 minutes” for each five consecutive hours of work in violation of Labor Code §§226.7 and 512. Employer failed to pay all penalty pay at the regular rate of pay to Claimant or aggrieved employees for noncompliant meal periods. As a derivative claim, Claimant alleges that pay statements were inaccurate, failing to include required meal period penalties, thus failing the requirements of Labor Code §226(a). As a result of these violations, Employers are liable for civil penalties pursuant to Cal. Labor Code §558 and §2698 *et. seq.*

Failure to Provide Rest Breaks

(Cal. Labor Code §§226, 226.7, 512, 558, 1198, 2698 et seq., Wage Order)

Employer has failed to maintain a compliant rest period policy and practice that provides its employees with off-duty rest periods as required by California law. Claimant reports that she and her coworkers frequently missed rest periods as a result of Employer's staffing and business practices, and that rest breaks were not scheduled into daily shifts.

Rest break- Walk time

Rest periods were under 10 minutes due to the time it took for employees to walk to the resting facilities from their work stations. The rest period requirement obligates employers to permit and authorize employees to take off-duty rest periods, meaning employers must relieve employees of all duties and relinquish control over how employees spend their time. *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th 257, 269. Employers must pay employees an additional hour of wages at the employee's regular rate of pay for each missed or improper rest period (e.g., less than 10 minutes, interrupted rest period, rest period(s) at improper time(s) during shift(s). Lab. Code §226.7; applicable IWC Wage Order, §12(B) ("If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each work day that the rest period is not provided"). Moreover, under California law rest periods must be a "net" ten minutes in a suitable rest area. (*Id.* at 268) (relying on January 3, 1986 and February 22, 2002 DLSE Letters wherein the DLSE ruled that the net ten-minute language for rest periods means ten minutes of time in a rest area and cannot include time it takes to get to and from the rest area). The employer must show that it clearly articulates the right to a net ten minutes, which means it must clearly communicate what "net" ten minutes means (i.e., regardless of what happens along the way to and from a rest area, employees are entitled to a full ten minutes of rest in the rest area). *Id.*; see also, *Bufile v. Dollar Fin. Grp., Inc.*, (2008) 162 Cal. App. 4th 1193, 1199 (the "onus is on the employer to clearly communicate the authorization and permission [to take rest periods] to their employees.").

Rest periods were either less than ten minutes, not provided, interrupted or late, "on duty," or not scheduled before and after a meal period for shifts greater than six hours, as prescribed by California law because Employer: (1) did not account for all hours worked that were unaccounted for on their timecard; (2) did not adequately inform and train employees about their rights to rest breaks and premium payments for non-compliant rest breaks; (3) did not adequately inform and train employees about when, where and how to take timely and uninterrupted ten-minute rest breaks; (4) because Employer did not staff enough people to schedule all timely and uninterrupted ten-minute rest breaks; and/or (5) because management at various levels, affecting all hourly, non-exempt employees, refused to offer, permit, or enforce a lawfully compliant rest break policy.

Employer did not authorize or permit all of its hourly employees to take at least a ten minute rest period in which they were relieved of all duties, for every 4 hours of work, or major fraction thereof, as required by Cal. Lab. Code §226.7, §512 and Wage Order 4-2001 11(A). When breaks were missed Employer failed to pay the 1-hour penalty at the regular rate of pay as required. Because Employer violated the Wage Order, Employer is liable under Labor Code §1198. As a result of these violations, Employer is liable for civil penalties pursuant to Cal. Labor Code §2698 *et. seq.*

Failure To Provide Suitable Seating
(Lab. Code section 1198 and Wage Order)

Labor Code section 1198 states, in pertinent part, “The employment of any employee... under conditions of labor prohibited by the [Wage Order] is unlawful.”

The Wage Order provides that:

- (A) All working employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats.
- (B) When employees are not engaged in the active duties of their employment and the nature of the work requires standing, an adequate number of suitable seats shall be placed in reasonable proximity to the work area and employees shall be permitted to use such seats when it does not interfere with the performance of their duties.

At all relevant times, Employer failed to provide Claimant and aggrieved employees with suitable seating during their employment as required by section 12 of the applicable Wage Order. Claimant and other aggrieved employees were not provided with seating during shifts in which they worked at positions which would reasonably permit the use of seating, nor was seating provided within a 3-4 minute walk from work areas for necessary breaks. Accordingly, Claimant, on behalf of herself and aggrieved employees, will pursue civil penalties under Labor Code §2698 *et seq.*, and all available remedies to the extent allowed by law for the alleged violations.

Failure to Reimburse for Required Business Expenses
(Cal. Labor Code §§1198, 2802, 2699 *et seq.*)

Labor Code §2802 requires employers to indemnify employees for necessary expenditures or losses incurred by employees in direct consequence of the discharge of duties. Here, Employer required Claimant and aggrieved employees to utilize their personal cell phones for work purposes, including but not limited to receiving and sending emails and text messages, without reimbursing for the use of their personal devices. Accordingly, Employer is liable for civil penalties under PAGA §2699 *et eq.*

Failure to Provide Adequate Restroom Facilities
(Cal. Labor Code §§226, 226.7, 512, 558, 1198, 2350, 2698 *et seq.*, 3457, 6712)

Rest breaks did not comply with state laws as required by Labor Code §226.7 there were not sufficient restrooms for all the workers. On occasion, Claimant would have to wait 10 to 15 minutes or more to use the restroom. Additionally, on occasions the restrooms were unclean.

California Labor Code §2350 requires employers to provides that “[e]very factory, workshop, mercantile or other establishment in which one or more persons are employed, shall be kept clean and free from the effluvia arising from any drain or other nuisance, and shall be provided, within reasonable access, with a sufficient number of toilet facilities for the use of the employees.” Employer violated §2350 by failing to provide bathrooms for employees. Employer further violated 8 CCR §3457(c) by failing to provide adequate toilet and handwashing facilities.

Cal. Code Regs. tit. 8, § 3457 requires that “[t]oilet facilities shall be, at all times, operational, maintained in a clean and sanitary condition, and kept in good repair. Written records of service and maintenance shall be maintained and retained for two years.” Labor Code §6712 requires toilets to be “serviced and maintained in a clean, sanitary condition and kept in good repair at all times, including written records of that service and maintenance.” Moreover, “any employer who fails to provide the facilities required by the field sanitation standard shall be assessed a civil penalty...of not less than seven hundred fifty dollars (\$750) for each violation.” Labor Code §6712. Further, the public policy of the State of California as codified, expressed and mandated in Labor Code sections 6300, 6310 and 6400, et seq. requires all employers to take reasonable steps to provide a safe and secure workplace. Unfortunately, bathrooms in Employer’s workplaces non-compliant with minimum standards.

Failure to Provide Safe Working Conditions – Excessive Heat
(Cal. Labor Code §1198, Wage Order)

Employer’s workplaces would get unsafely hot. Claimant and aggrieved employees were forced to work in incredibly hot and unventilated rooms reaching temperatures of over 100 degrees. The warehouse facilities would get extremely hot, especially on the second floor where Claimant was stationed. Claimant reports that there was no climate control on the second floor and that Employer would not permit Claimant to open a window for ventilation.

Wage Order 1 ¶15 requires:

(A) The temperature maintained in each work area shall provide reasonable comfort consistent with industry-wide standards for the nature of the process and the work performed.

(B) If excessive heat or humidity is created by the work process, the employer shall take all feasible means to reduce such excessive heat or humidity to a degree providing reasonable comfort.

By violating the wage order, Employer is liable for civil penalties pursuant to §2698 *et seq.*

Failure to Provide Accurate Itemized Wage Statements
(Cal. Labor Code §§ 226, 1174, 2699 *et seq*)

Employer knowingly and intentionally failed to provide timely, accurate, itemized wage statements to Claimant and the aggrieved employees in accordance with Labor Code §§ 226 and keep accurate records as required by §1174(d).

The statements provided to Claimants and aggrieved employees, and the records maintained by Employer, have not accurately reflected actual gross wages earned, including pay for all hours worked and the accurate rate of pay for all hours worked, and overtime pay, sick pay at the correct rate, and pay for meal and rest period premium wages at the correct regular rate.

§226 (a) requires:

An employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employee, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except as provided in subdivision (j), (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee...

Such failures called injury to Claimant and others, by, among other things, impeding them from knowing the true legal name of their employer, the total hours worked, and the amount of

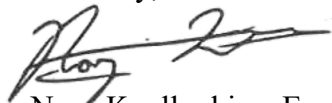
wages to which they are and were entitled. Employer knowingly and intentionally failed to accurately itemize the gross wages earned, net wages earned, and total hours worked. Employer is liable for civil penalties pursuant to Labor Code § 2698 *et seq.*

Finally, Employer has violated Labor Code §432.5 for forcing Claimant and aggrieved employees to sign employment-related contracts and documents that contained unlawful terms of employment, including invalid meal period waivers resulting from a noncompliant meal period policy and/or practice.

Conclusion

Employer has violated a number of California wage and hour laws. Claimant respectfully requests that the agency investigate the above allegations and hereby provides notice of the allegations pursuant to PAGA's provisions. Alternatively, Claimant requests that the agency inform Claimant if it does not intend to investigate these violations so that Claimant may pursue these claims as a representative action in civil court.

Sincerely,

A handwritten signature in black ink, appearing to read 'Nazo Koulloukian', written over a horizontal line.

Nazo Koulloukian, Esq.
Attorney for Claimant