

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

**2255 CALLE CLARA
LA JOLLA, CALIFORNIA 92037**

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**WRITERS E-MAIL:
Nick@bamlawca.com**

**WRITERS EXT:
1004**

**April 28, 2025
CA3632**

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

**Labor and Workforce Development Agency
Online Filing**

**Eddie Bauer LLC
Certified Mail #9589071052700057737741
CT Corporation System
AMANDA GARCIA
330 N BRAND BLVD, Suite 700
GLENDALE, CA 91203**

**RE: AMENDED NOTICE FOR LWDA CASE NO. LWDA-CM-
1081172-25**

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), and Violation of Applicable Industrial Welfare Commission Wage Order(s) brought Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

The purpose of this amended PAGA Notice is to clarify the claims of the original PAGA notice that was submitted on February 20, 2025.

“Aggrieved Employees” refers to all individuals who are or previously were employed by Eddie Bauer LLC in California, including any employees staffed with Eddie Bauer LLC by a third party, and classified as non-exempt employees during the time period of February 20, 2024 until a date as determined by the Court. Our offices represent Plaintiff Brandon Parra (“Plaintiff”) and other Aggrieved Employees in a lawsuit against Eddie Bauer LLC (“Defendant”). Plaintiff was employed by Defendant in California from November of 2024 to January of 2025. Plaintiff worked for Defendant as a Retail Associate at store #4185, located at 6256 Topanga Canyon Boulevard, Space #1240, Woodland Hills, California 91367 for the entirety of his employment with Defendant.

Plaintiff was at all times classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages, for all of their missed meal and rest

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breaks at the correct regular rates, and for all of their time spent working off the clock. Plaintiff was required to work off the clock, and thereby bypass meal breaks, when the flow of customers meant that Plaintiff was unable to take off duty meal breaks even though he was clocked out of Defendant's timekeeping system. There were also work shifts during the PAGA period that Plaintiff would take late meal and rest breaks as his first duty was to assist customers and recommend the proper clothing or apparel for their upcoming outdoor adventures. PLAINTIFF believes he was not paid all his meal and rest break premiums in violation of Cal. Lab. Code Sections 226.7 & 512 and the off the clock work resulted in minimum wage and overtime violations as well.

Moreover, when Defendant required Plaintiff and Aggrieved Employees to report for work, but "furnished less than half said employee's usual or scheduled day's work," Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiff and Aggrieved Employees for at least two (2) hours' worth of work at their regular rate of pay. In addition, when Defendant required Plaintiff and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). For example, Plaintiff was required to check the Dayforce application after working hours to check and recheck schedules for the next day, week...etc.

As a result of such Dayforce interactions and regular check-ins via calls and texts to his personal cell phone, Plaintiff was also not reimbursed for business related expenses that he incurred as a result of his job duties for Defendant in violation of Cal. Lab. Code Section 2802. For example, from time to time, Plaintiff's supervisors, primarily Ms. Roman and Ms. Spire, would call and text him about scheduling and availability issues after hours. Plaintiff was expected to promptly respond to such calls and text messages. Not only was Plaintiff not reimbursed for the reasonable expenses he incurred on his cell phone, this led to additional unpaid off the clock work in violation of Labor Code Sections 510, 1194, 1197, 1197.1 & 1198.

Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. The violations by Defendant were numerous in this regard. As an example, Plaintiff received his wages on his third pay stub before he received his earned wages on his very first pay stub in the PAGA period. Plaintiff was alarmed by this process and alerted Sarah Roman, store manager, and Rachel Spire, assistant store manager, that he was short on money due to Defendant's payment inadequacies and inefficiencies. Nonetheless, when Ms. Roman and Ms. Spire alerted Human Resources as to such issues, the department was woefully slow to respond. When Human Resources finally responded three weeks later, they bought themselves some more time by "looking into the issue." Finally, after discovering that the errors of their accounting ways, Plaintiff received his delinquent payments in reverse order as his first check was received six weeks after he began working for Defendant in November of 2024 and before some of the other delayed payments finally started to arrive as well. Plaintiff received payment for his initial work for Defendant during November of 2024 at some point in late-December of 2024, which was approximately six weeks after

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Plaintiff worked such hours on Defendant's behalf in violation of California Labor Code Sections 204 and 210.

Additionally, as described in detail in this notice, Defendant failed to pay all wages and premiums owed to Plaintiff and Aggrieved Employees during their employment and also failed to timely pay those amounts due and earned to departing employees upon separation of employment (such as Plaintiff when he left employment with Defendant in January of 2025). Such late and short payments ignite further claims for Cal. Lab. Code Sections 202 and 203 and the associated penalties under such sections.

Plaintiff further contends that Defendant failed to provide accurate wage statements to her, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Specifically, PLAINTIFF and the AGGRIEVED EMPLOYEES were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code Section 226(a). The wage statements Defendant provided to PLAINTIFF and the AGGRIEVED EMPLOYEES failed to identify the correct wages earned and hours worked.

Plaintiff and other Aggrieved Employees performed tasks that reasonably permitted sitting, and a seat would not interfere with their performance of any of their tasks that may have required them to stand. Defendant however failed to provide Plaintiff and other Aggrieved Employees with suitable seats. Here, no seating was evident on the sales floor or behind the sales counter, meaning Plaintiff was left without a place to sit during all of his working hours. Though a chair or two were available in the break room, no chairs were prevalent on the actual floor where Plaintiff conducted most of his business in violation of California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating).

Finally, under 1198.5 of the California Labor Code Plaintiff has the right to inspect and receive copies of his personnel records relating to his performance and any grievances. Defendant is required to comply and respond within thirty (30) days of a written request for the employment file. Plaintiff sent via certified mail a written request for his employment file on March 13, 2025, Defendant to this day has still not responded to this written request or produced Plaintiff's employment file. As a result, Plaintiff may now recover a penalty of seven hundred and fifty (\$750) from Defendant. A true and correct copy of the written request is attached hereto as **Exhibit#1**.

This notice is provided to enable Plaintiff to proceed with the Complaint against Defendant as authorized by California Labor Code section 2699, *et seq.* The lawsuit consists of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Statute of 2004 on behalf of Plaintiff and all Aggrieved Employees.

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Your earliest response to this notice is appreciated. If you have any questions of concerns, please do not hesitate to contact me at the above number and address.

Respectfully,

/s/ Nicholas J. De Blouw

Nicholas J. De Blouw, Esq.

EXHIBIT #1

FACSIMILE
(858) 551-1232

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW
2255 CALLE CLARA
LA JOLLA, CALIFORNIA 92037
Web Site: www.bamlawca.com

TELEPHONE
(877) 852-3912

WRITERS E-MAIL: Nick@bamlawca.com

WRITERS EXT: 5

March 13, 2025

CA3632

VIA CERTIFIED MAIL

Eddie Bauer LLC
2200 1st Avenue S, Suite 400
Seattle, WA 98134
Certified Mail #9589 0710 5270 0057 7403 52

Re: **Employee Brandon Parra – Request for Employment Records**

Dear Human Resource Director:

Please be advised we have been retained by Brandon Parra to investigate employment law violations. Mr. Parra worked for your company in California. Please direct all future communication regarding this matter to our office.

This letter is written to request copies of all paystubs issued to Mr. Parra during his tenure of employment with you. Additionally, we would like a copy of Mr. Parra's complete employment file, including all documents and arbitration agreements signed by Mr. Parra and all background check disclosure and authorization forms.

Under California Labor Code Section 1198.5, an employer is required to allow an employee to inspect and receive a copy of his or her personnel records which relate to the employee's performance or to any grievance concerning the employee. The failure of an employer to permit an employee to review his or her personnel file is a misdemeanor per Labor Code Section 1199. Labor Code Section 432 also entitles an employee to receive copies of any signed documents related to the obtaining or holding of employment.

Additionally, California Labor Code Section 226(b) requires employers to make payroll records available to employees upon reasonable request. Labor Code Section 226(c) further requires that the employer comply with the request for records as soon as practicable, but no later than thirty (30) calendar days from the date of request. Finally, Labor Code Section 226(f) entitles employees to recover civil penalties of \$750.00 against an employer who violates these requirements.

This request is made on behalf of Brandon Parra in accordance with California Labor Code §§ 226, 1198.5, as well as the applicable Industrial Welfare Commission Wage Order, § 7(c). Please provide the records within thirty (30) days from the date of this correspondence. We would be pleased to pay for any reasonable copy charges.

Respectfully,

/s/ Nicholas De Blouw

Nicholas J. De Blouw, Esq

AUTHORIZATION FOR RELEASE OF EMPLOYMENT RECORDS

I, Brandon Parra ("Client"), do hereby authorize Eddie Bauer INC ("Employer"), to release my entire employment file, including all pay statements, time cards issued to me, arbitration agreements signed by me, background check disclosure and authorization forms signed by me, and all other documents signed by me from the date of my hire, to my attorneys at Blumenthal, Nordrehaug & Bhowmik located at 2255 Calle Clara, La Jolla, California 92037. Thank you.

Respectfully,

Brandon Parra

Brandon Parra (Mar 12, 2025 00:25 PDT)

Client

FACSIMILE
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WRITERS EXT: 5

March 13, 2025

CA3632

VIA CERTIFIED MAIL

Eddie Bauer LLC
18411 Hatteras Street, Unit 214
Tarzana, CA 91356
Certified Mail #9589 0710 5270 0057 7403 69

Re: Employee Brandon Parra – Request for Employment Records

Dear Human Resource Director:

Please be advised we have been retained by Brandon Parra to investigate employment law violations. Mr. Parra worked for your company in California. Please direct all future communication regarding this matter to our office.

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Respectfully,

/s/ Nicholas De Blouw

Nicholas J. De Blouw, Esq

AUTHORIZATION FOR RELEASE OF EMPLOYMENT RECORDS

I, Brandon Parra ("Client"), do hereby authorize Eddie Bauer INC ("Employer"), to release my entire employment file, including all pay statements, time cards issued to me, arbitration agreements signed by me, background check disclosure and authorization forms signed by me, and all other documents signed by me from the date of my hire, to my attorneys at Blumenthal, Nordrehaug & Bhowmik located at 2255 Calle Clara, La Jolla, California 92037. Thank you.

Respectfully,

Brandon Parra

Brandon Parra (Mar 12, 2025 00:25 PDT)

Client