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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **IN AND FOR THE COUNTY OF SANTA CLARA**

10 BRANDON PARRA, on behalf of the State
11 of California, as a private attorney general,

12
13 Plaintiff,

14 vs.

15 EDDIE BAUER LLC, a Limited Liability
16 Company; and DOES 1 through 50, inclusive,

17 Defendants.
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20
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25CV470181

Case No. _____

REPRESENTATIVE ACTION
COMPLAINT FOR:

1. Civil Penalties Pursuant to Labor Code
§ 2699 for violations of Labor Code
§§ 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 11070(14)
(Failure to Provide Seating), and the
applicable Wage Order(s).

E-FILED

7/9/2025 10:31 AM

Clerk of Court

Superior Court of CA,

County of Santa Clara

25CV470181

Reviewed By: M. Suarez

1 Plaintiff Brandon Parra ("PLAINTIFF"), on behalf of the people of the State of
2 California and as an "aggrieved employee" acting as a private attorney general under the
3 Labor Code Private Attorney General Act of 2004, § 2699, ("PAGA") only, alleges on
4 information and belief, except for his own acts and knowledge which are based on personal
5 knowledge, the following:

6 INTRODUCTION

7 1. PLAINTIFF brings this action against defendant Eddie Bauer LLC (referred to
8 as "DEFENDANT") seeking only to recover PAGA civil penalties on behalf of all current and
9 former aggrieved employees that worked for DEFENDANT. PLAINTIFF does **not seek to**
10 **recover anything other than penalties as permitted by California Labor Code § 2699.** To
11 the extent that statutory violations are mentioned for wage violations, PLAINTIFF does not seek
12 underlying general and/or special damages for those violations, but simply the civil penalties
13 permitted by California Labor Code § 2699.

14 2. California has enacted the PAGA which permits PLAINTIFF to bring an action
15 for PAGA penalties *only*, which is the precise and sole nature of this action.

16 3. Accordingly, PLAINTIFF seeks to obtain all applicable relief for
17 DEFENDANT's violations under PAGA and solely for the relief as permitted by PAGA – that
18 is, penalties and any other relief the Court deems proper pursuant to the PAGA. Nothing in this
19 complaint should be construed as attempting to obtain any relief that would not be available in
20 a PAGA-only action.

21 4. PLAINTIFF is not suing in his individual capacity; he is proceeding
22 herein solely under the PAGA, on behalf of the State of California for all aggrieved employees.
23 Nothing in this complaint should be construed as PLAINTIFF suing in his individual capacity.

24 THE PARTIES

25 5. Eddie Bauer LLC ("DEFENDANT") is a limited liability company at all relevant
26 times mentioned herein conducted and continues to conduct substantial business in California.

27 6. DEFENDANT owns and operates retail clothing stores in California.

1 7. PLAINTIFF was employed by DEFENDANT in California from November of
2 2024 to January of 2025. PLAINTIFF was at all times classified by DEFENDANT as a
3 non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest
4 periods and payment of minimum and overtime wages due for all time worked.

5 8. PLAINTIFF, and such persons that may be added from time to time who satisfy
6 the requirements and exhaust the administrative procedures under the Private Attorney General
7 Act, brings this Representative Action on behalf of the State of California with respect to all
8 individuals who are or previously were employed by DEFENDANT in California, including any
9 employees staffed with DEFENDANT by a third party, and classified as non-exempt employees
10 (“AGGRIEVED EMPLOYEES”) during the time period of February 20, 2024 until a date as
11 determined by the Court (the "PAGA PERIOD").

12 9. PLAINTIFF, on behalf of all AGGRIEVED EMPLOYEES presently or
13 formerly employed by DEFENDANT during the PAGA PERIOD, brings this representative
14 action pursuant to Labor Code § 2699 seeking fixed civil penalties for DEFENDANT’s
15 violation of California Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512,
16 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8,
17 Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1
18 1070(14) (Failure to Provide Seating), and the applicable Wage Order(s). Based upon the
19 foregoing, PLAINTIFF and all AGGRIEVED EMPLOYEES are aggrieved employees
20 within the meaning of Labor Code § 2699.

21 10. The true names and capacities, whether individual, corporate, subsidiary,
22 partnership, associate or otherwise of defendants DOES 1 through 50, inclusive, are
23 presently unknown to PLAINTIFF who therefore sues these Defendants by such fictitious
24 names pursuant to Cal. Civ. Proc. Code § 474. PLAINTIFF will seek leave to amend this
25 Complaint to allege the true names and capacities of Does 1 through 50, inclusive, when
26 they are ascertained. PLAINTIFF is informed and believes, and based upon that information
27 and belief alleges, that the Defendants named in this Complaint, including DOES 1 through
28

1 50, inclusive, are responsible in some manner for one or more of the events and happenings
2 that proximately caused the injuries and damages hereinafter alleged.

3 11. The agents, servants and/or employees of the Defendants and each of them
4 acting on behalf of the Defendants acted within the course and scope of his, her or its
5 authority as the agent, servant and/or employee of the Defendants, and personally
6 participated in the conduct alleged herein on behalf of the Defendants with respect to the
7 conduct alleged herein. Consequently, the acts of each Defendant are legally attributable to
8 the other Defendants and all Defendants are jointly and severally liable to PLAINTIFF and
9 all the AGGRIEVED EMPLOYEES, for the loss sustained as a proximate result of the
10 conduct of the Defendants' agents, servants and/or employees.

11 12 THE CONDUCT

13 12. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT
14 was required to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for all their time
15 worked, meaning the time during which an employee is subject to the control of an
16 employer, including all the time the employee is suffered or permitted to work.
17 DEFENDANT requires PLAINTIFF and the AGGRIEVED EMPLOYEES to work without
18 paying them for all the time they are under DEFENDANT's control. Among other things,
19 DEFENDANT requires PLAINTIFF to work while clocked out during what is supposed to
20 be PLAINTIFF's off-duty meal break. PLAINTIFF was from time to time interrupted by
21 work assignments while clocked out for what should have been PLAINTIFF's off-duty meal
22 break. DEFENDANT, as a matter of established company policy and procedure,
23 administers a uniform practice of rounding the actual time worked and recorded by
24 PLAINTIFF and the AGGRIEVED EMPLOYEES, always to the benefit of DEFENDANT,
25 so that during the course of their employment, PLAINTIFF and the AGGRIEVED
26 EMPLOYEES are paid less than they would have been paid had they been paid for actual
27 recorded time rather than "rounded" time. As a result, PLAINTIFF and the AGGRIEVED
28 EMPLOYEES forfeit minimum wage, overtime wage compensation, and off-duty meal

1 breaks by working without their time being correctly recorded and without compensation at
2 the applicable rates. DEFENDANT's policy and practice not to pay PLAINTIFF and the
3 AGGRIEVED EMPLOYEES for all time worked, is evidenced by DEFENDANT's business
4 records.

5 13. As a result of their rigorous work schedules, PLAINTIFF and the
6 AGGRIEVED EMPLOYEES were from time to time unable to take thirty (30) minute off
7 duty meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF
8 and the AGGRIEVED EMPLOYEES were required from time to time to perform work as
9 ordered by DEFENDANT for more than five (5) hours during some shifts without receiving
10 a meal break. Further, DEFENDANT from time to time failed to provide PLAINTIFF and
11 AGGRIEVED EMPLOYEES with a second off-duty meal period for some workdays in
12 which these employees were required by DEFENDANT to work ten (10) hours of work.
13 DEFENDANT also engaged in the practice of rounding the meal period times to avoid
14 paying penalties to PLAINTIFF and the AGGRIEVED EMPLOYEES. PLAINTIFF and the
15 AGGRIEVED EMPLOYEES therefore forfeit meal breaks without additional compensation
16 and in accordance with DEFENDANT's corporate policy and practice.

17 14. During the PAGA PERIOD, PLAINTIFF and the AGGRIEVED
18 EMPLOYEES were also required from time to time to work in excess of four (4) hours
19 without being provided ten (10) minute rest periods. Further, these employees were denied
20 their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2)
21 to four (4) hours from time to time, a first and second rest period of at least ten (10) minutes
22 for some shifts worked of between six (6) and eight (8) hours from time to time, and a first,
23 second and third rest period of at least ten (10) minutes for some shifts worked of ten (10)
24 hours or more from time to time. PLAINTIFF and the AGGRIEVED EMPLOYEES were
25 also not provided with one hour wages in lieu thereof. Additionally, the applicable
26 California Wage Order requires employers to provide employees with off-duty rest periods,
27 which the California Supreme Court defined as time during which an employee is relieved
28 from all work related duties and free from employer control. In so doing, the Court held that

1 the requirement under California law that employers authorize and permit all employees to
2 take rest period means that employers must relieve employees of all duties and relinquish
3 control over how employees spend their time which includes control over the locations
4 where employees may take their rest period. Employers cannot impose controls that prohibit
5 an employee from taking a brief walk - five minutes out, five minutes back. Here,
6 DEFENDANT's policy restricted PLAINTIFF and the AGGRIEVED EMPLOYEES from
7 unconstrained walks and is unlawful based on DEFENDANT's rule which states
8 PLAINTIFF and the AGGRIEVED EMPLOYEES cannot leave the work premises during
9 their rest period.

10 15. During the PAGA PERIOD, DEFENDANT failed to accurately record and
11 pay PLAINTIFF and the AGGRIEVED EMPLOYEES for the actual amount of time these
12 employees worked. Pursuant to the Industrial Welfare Commission Wage Orders,
13 DEFENDANT was required to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for
14 all time worked, meaning the time during which an employee was subject to the control of
15 an employer, including all the time the employee was permitted or suffered to permit this
16 work. DEFENDANT required these employees to work off the clock without paying them
17 for all the time they were under DEFENDANT's control. As such, DEFENDANT knew or
18 should have known that PLAINTIFF and the AGGRIEVED EMPLOYEES were under
19 compensated for all time worked. As a result, PLAINTIFF and the AGGRIEVED
20 EMPLOYEES forfeited time worked by working without their time being accurately
21 recorded and without compensation at the applicable minimum wage and overtime wage
22 rates. To the extent that the time worked off the clock does not qualify for overtime
23 premium payment, DEFENDANT failed to pay minimum wages for the time worked off-
24 the-clock in violation of Cal. Lab. Code §§ 1194, 1197, and 1197.1.

25 16. From time to time, DEFENDANT also failed to provide PLAINTIFF and the
26 AGGRIEVED EMPLOYEES with complete and accurate wage statements which failed to
27 show, among other things, the correct gross and net wages earned. Cal. Lab. Code § 226
28 provides that every employer shall furnish each of his or her employees with an accurate

1 itemized wage statement in writing showing, among other things, gross wages earned and all
2 applicable hourly rates in effect during the pay period and the corresponding amount of time
3 worked at each hourly rate. PLAINTIFF and the AGGRIEVED EMPLOYEES were paid on
4 an hourly basis. As such, the wage statements should reflect all applicable hourly rates
5 during the pay period and the total hours worked, and the applicable pay period in which the
6 wages were earned pursuant to California Labor Code Section 226(a). The wage statements
7 DEFENDANT provided to PLAINTIFF and the AGGRIEVED EMPLOYEES failed to
8 identify such information. More specifically, the wage statements failed to identify the
9 accurate total hours worked each pay period. When the hours shown on the wage statements
10 were added up, they did not equal the actual total hours worked during the pay period in
11 violation of Cal. Lab. Code 226(a)(2). Aside, from the violations listed above in this
12 paragraph, DEFENDANT failed to issue to PLAINTIFF an itemized wage statement that
13 lists all the requirements under California Labor Code 226. As a result, DEFENDANT from
14 time to time provided PLAINTIFF and the AGGRIEVED EMPLOYEES with wage
15 statements which violated Cal. Lab. Code § 226.

16 17. Cal. Lab. Code § 204(d) provides, the requirements of this section shall be
17 deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if
18 the wages are paid not more than seven (7) calendar days following the close of the payroll
19 period. Cal. Lab. Code § 210 provides:

20 in [I]n addition to, and entirely independent and apart from, any other penalty provided
21 this article, every person who fails to pay the wages of each employee as provided in
22 Sections. . . .204. . . shall be subject to a civil penalty as follows: (1) For any initial
23 violation, one hundred dollars (\$100) for each failure to pay each employee; (2) For
each subsequent violation, or any willful or intentional violation, two hundred dollars
(\$200) for each failure to pay each employee, plus 25 percent of the amount
unlawfully withheld.

24 18. DEFENDANT from time to time failed to pay PLAINTIFF and the
25 AGGRIEVED EMPLOYEES within seven (7) days of the close of the payroll period in
26 accordance with Cal. Lab. Code § 204(d), including but not limited to the “Hourly” regular
27 wage payments.
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1 19. DEFENDANT intentionally and knowingly failed to reimburse and indemnify
2 PLAINTIFF and the AGGRIEVED EMPLOYEES for required business expenses incurred
3 by the PLAINTIFF and the AGGRIEVED EMPLOYEES in direct consequence of
4 discharging their duties on behalf of DEFENDANT. Under California Labor Code Section
5 2802, employers are required to indemnify employees for all expenses incurred in the course
6 and scope of their employment. Cal. Lab. Code § 2802 expressly states that "an employer
7 shall indemnify his or her employee for all necessary expenditures or losses incurred by the
8 employee in direct consequence of the discharge of his or her duties, or of his or her
9 obedience to the directions of the employer, even though unlawful, unless the employee, at
10 the time of obeying the directions, believed them to be unlawful."

11 20. In the course of their employment PLAINTIFF and the AGGRIEVED
12 EMPLOYEES as a business expense, were required by DEFENDANT to use their own
13 personal cellular phones as a result of and in furtherance of their job duties as employees for
14 DEFENDANT but are not reimbursed or indemnified by DEFENDANT for the cost
15 associated with the use of their personal cellular phones for DEFENDANT's benefit.
16 Specifically, PLAINTIFF and the AGGRIEVED EMPLOYEES were required by
17 DEFENDANT to use their personal cellular phones. As a result, in the course of their
18 employment with DEFENDANT, PLAINTIFF and the AGGRIEVED EMPLOYEES
19 incurred unreimbursed business expenses which included, but were not limited to, costs
20 related to the use of their personal cellular phones all on behalf of and for the benefit of
21 DEFENDANT.

22 21. In violation of the applicable sections of the California Labor Code and the
23 requirements of the applicable Industrial Welfare Commission ("IWC") Wage Order,
24 DEFENDANT as a matter of company policy, practice and procedure, intentionally,
25 knowingly and systematically failed to provide PLAINTIFF and the other AGGRIEVED
26 EMPLOYEES suitable seating when the nature of these employees' work reasonably
27 permitted sitting.
28

1 22. DEFENDANT knew or should have known that PLAINTIFF and other
2 AGGRIEVED EMPLOYEES were entitled to suitable seating and/or were entitled to sit
3 when it did not interfere with the performance of their duties, and that DEFENDANT did
4 not provide suitable seating and/or did not allow them to sit when it did not interfere with
5 the performance of their duties.

6 23. By reason of this conduct applicable to PLAINTIFF and all AGGRIEVED
7 EMPLOYEES, DEFENDANT violated California Labor Code Section 1198 and Wage
8 Order 4-2001, Section 14 by failing to provide suitable seats. PLAINTIFF seeks penalties
9 on behalf of PLAINTIFF and other AGGRIEVED EMPLOYEES as provided herein.
10 Providing suitable seating is the DEFENDANT's burden. As a result of DEFENDANT's
11 intentional disregard of the obligation to meet this burden, DEFENDANT violated the
12 California Labor Code and regulations promulgated thereunder as herein alleged.

13 24. The employment of PLAINTIFF and some AGGRIEVED EMPLOYEES has
14 terminated and DEFENDANT has not tendered payment of all wages owed as required by
15 law in violation of the California Labor Code, Sections 201, 202, 203.

16
17 **JURISDICTION AND VENUE**

18 25. This Court has jurisdiction over this Action pursuant to California Code of
19 Civil Procedure, Section 410.10.

20 26. Venue is proper in this Court pursuant to California Code of Civil Procedure,
21 Sections 395.5 and 393, because DEFENDANT operates in locations across California,
22 employs AGGRIEVED EMPLOYEES across California, including in this County, and
23 committed the wrongful conduct herein alleged in this County against AGGRIEVED
24 EMPLOYEES.

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1 amended written notice by electronic mail to the Labor and Workforce Development Agency
2 (the "Agency") and by certified mail to the employer of the specific provisions of this code
3 alleged to have been violated as required by Labor Code § 2699.3. See **Exhibit #2**, attached
4 hereto and incorporated by this reference herein. The statutory waiting period for
5 PLAINTIFF to add these allegations to the Complaint has expired. As a result, pursuant to
6 Section 2699.3, PLAINTIFF may now commence a representative civil action under PAGA
7 pursuant to Section 2699 as the proxy of the State of California with respect to all
8 AGGRIEVED EMPLOYEES as herein defined.

9 31. The policies, acts and practices heretofore described were and are an unlawful
10 business act or practice because DEFENDANT (a) failed to provide PLAINTIFF and the
11 AGGRIEVED EMPLOYEES accurate itemized wage statements, (b) failed to properly
12 record and provide legally required meal and rest periods, (c) failed to pay minimum wages,
13 (d) failed to pay overtime wages, (e) failed to reimburse employees for required expenses,
14 (f) failed to provide wages when due, and (g) failed to provide suitable seating, all in
15 violation of the applicable Labor Code sections listed in Labor Code §§ 201, 202, 203, 204,
16 210, 226(a), 226.7, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code
17 of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of
18 Regulations, Title 8, Section 11070(14) (Failure to Provide Seating), and the applicable
19 Wage Order(s), and thereby gives rise to civil penalties as a result of such conduct.¹
20 PLAINTIFF hereby seeks recovery of only civil penalties as prescribed by the Labor Code
21 Private Attorney General Act of 2004 as the representative of the State of California for the
22 illegal conduct perpetrated on PLAINTIFF and the AGGRIEVED EMPLOYEES.

23 24 **PRAYER FOR RELIEF**

25 WHEREFORE, PLAINTIFF prays for judgment against each Defendant, jointly and
26 severally, as follows:

27 _____
28 ¹Plaintiff specifically excludes and/or does not allege any claims under California Labor
Code §558(a)(3).

1. On behalf of the State of California and with respect to all AGGRIEVED EMPLOYEES:

A) Recovery of civil penalties as prescribed by the Labor Code Private Attorneys General Act of 2004; and,

B) An award of attorneys' fees and cost of suit, as allowable under the law, including, but not limited to, pursuant to Labor Code §2699.

Dated: July 9, 2025 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

By: /s/ Nicholas De Blouw
 Norman B. Blumenthal
 Kyle R. Nordrehaug
 Nicholas J. De Blouw
Attorneys for Plaintiff

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EXHIBIT 1

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

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WRITERS EXT:

1004

February 20, 2025

CA3632

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Eddie Bauer LLC
Certified Mail #9589071052701755844816
CT Corporation System
AMANDA GARCIA
330 N BRAND BLVD, Suite 700
GLENDALE, CA 91203

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204, 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2100, 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:

“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 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 and sick pay wages at the correct rate, for all of their missed meal and rest breaks at the correct regular rates, and for all of their time spent working off the clock. 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). Further, Defendant failed to advise Plaintiff and the other Aggrieved

Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. 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 such information. More specifically, the wage statements failed to identify the accurate total hours worked each pay period in violation of Cal. Lab. Code Section 226(a)(2). Additionally, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Plaintiff and other Aggrieved Employees perform tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendant failed to provide Plaintiff and other Aggrieved Employees with suitable seats. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246, 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 11070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

A true and correct copy of the Complaint by Plaintiff against Defendant, which (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiff, (iii) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, and (iv) sets forth the illegal practices used by Defendant, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. Plaintiff therefore incorporates the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

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 Statue of 2004 on behalf of Plaintiff and all Aggrieved Employees.

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.

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EXHIBIT 2

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

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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

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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

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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