

March 16, 2020

Labor and Workforce Development Agency
Attn: PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102
*Filed Online and Courtesy Copy Delivered
via Certified Mail with \$75 Check*

**Re: Written Notice – Private Attorney General Act (“PAGA”) –
California Labor Code § 2698 et seq.**
Martha Castro v. Walmart Inc.

PAGA Administrator:

Notice is hereby provided that, pursuant to California *Labor Code* § 2699.3, Martha Castro (“Employee”) contends that, Walmart Inc., (“Walmart”) has violated, and continues to violate, provisions of the California *Labor Code* and wage orders promulgated by the Industrial Welfare Commission (“IWC Wage Orders”), including, but not limited to, California *Labor Code* §§ 201-203, 226, 1194, 1194.2, 1197, 1197.1, 2698.

In accordance with the required notice under California *Labor Code* § 2699.3 of the Private Attorney General Act (“PAGA”), this letter shall serve as formal written notice to the Labor and Workforce Development Agency (“LWDA”).

Employee was a full-time, non-exempt, hourly employee of Walmart from approximately July 8, 2006, until she was terminated on August 10, 2019. Employee was employed as a “Greeter.” Employee was hired by Walmart and worked in Roseville, California.

Walmart is a Delaware corporation that does business in California.

Employee and other aggrieved employees seek penalties and other compensation from Walmart for the relevant time period because Walmart improperly failed to compensate employees for all time spent “off the clock”; failed to pay all wages owed at termination; and failed to furnish accurate, itemized wage statements.

Employee is an “aggrieved employee” as defined in California *Labor Code* § 2699, subdivision (a) and brings this action on behalf of herself and all other aggrieved employees of Walmart. Employee, also on behalf of herself and all other aggrieved employees, seeks penalties under PAGA for Walmart’s violations.

Below please find the relevant facts and legal theories to support the aforementioned violations. In addition, a copy of the Complaint which further details the facts and theories of liability is attached hereto and incorporated by reference.

Time Spent “Off the Clock”

Walmart did not compensate their hourly non-exempt employees for all the minutes that they worked as described above, including but not limited to the time that the employees were subject to the control and direction of Walmart; and/or the time that the employees were suffered or permitted to work.

Security Checks

Pursuant to a uniform policy originated by Walmart, all hourly employees are subject to bag searches. Hourly employees were and are required to wait in line with the rest of the general public and be searched for potential or possible contraband. Thus, at the discretion and control of Walmart, Employee and other aggrieved employees were and are required to wait in line for security checks for each day at the end of each shift.

Employee alleges that after “clocking out” Employee and other aggrieved employees would get their belongings from their lockers, then would go to the exit where customers leave the store and wait in line with the general public to have their bags searched.

Employee alleges that the process can take approximately two (2) to ten (10) minutes depending on the number of people in line.

This daily uncompensated waiting time during security checks was done in order to undergo searches for possible contraband. Because such screening is designed to prevent and deter employee contraband, a concern that stems from the nature of the employee's work, the security checks and consequential wait time are necessary to the employee's primary work without compensation.

Employee alleges that there were no separate security check locations for employees, and all employees had to use the security checkpoints that are open to the public leaving the store. This created lengthy lines, and the time waiting in the security line was uncompensated by the Walmart.

Termination/Final Wages

Additionally, Walmart failed to pay all wages due at the time of termination. Such failure constitutes violations of California *Labor Code* §§ 201-203.

Walmart willfully and knowingly failed to pay Employee and other aggrieved employees upon termination of employment, all accrued compensation. Specifically, Employee was entitled to receive compensation for all hours worked, including time spent “off-the clock” however, Walmart failed to pay such owed compensation.

Wage Statement Violations

Walmart violated California *Labor Code* § 226(a) which provides that, (a) Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee’s wages, or separately when 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 for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission (5) net wages earned...(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...”

Walmart failed to include the correct total hours worked by the Employee and other aggrieved employees on each wage statement in violation of *Labor Code* § 226(a)(2). Further, the hours and gross wages earned are also incorrect, due to Walmart’s systematic policies of failing to compensate Employee and other aggrieved employees for all time worked, including time spent “off the clock.”

LWDA – PAGA Notice
Re: Martha Castro v. Walmart Inc.
March 16, 2020
Page 4

Conclusion

Enclosed please find a copy of the class action complaint that is in the process of being filed in the Superior Court for the State of California, Placer County. Employee respectfully requests that the LWDA notify this office within sixty (60) days if it wishes to investigate this matter further. A copy is being sent via certified mail to Walmart. Should you have any questions or concerns or require additional information, please do not hesitate to contact the undersigned.

Thank you for your time and consideration.

Very truly yours,

BRADLEY/GROMBACHER, LLP



Marcus J. Bradley, Esq.

Enclosures – as stated above.

cc: WALMART INC.
708 SW 8TH STREET
BENTONVILLE AR 72716

cc: CT CORPORATION
818 WEST SEVENTH STREET, SUITE 930
LOS ANGELES CA 90017