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April 23, 2020

VIA ELECTRONIC MAIL (\$75 filing fee to follow by mail)

PAGA Administrator
California Labor and Workforce Development Agency
PAGAfiling@dir.ca.gov

Re: WAL-MART ASSOCIATES, INC. (hereafter, the "Employer")

NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO LABOR CODE §2699.3

To: PAGA Administrator, California Labor and Workforce Development Agency and the Employer

From: CECILIA RODRIGUEZ and BREANA STEWART (the "Employees"), who were subjected to the wage and hour practices set forth below

The Employees, by way of the above-named counsel, submit this Notice, pursuant to and in compliance with the requirements of California Labor Code §2699.3(a)/(c), and allege the facts and theories to support the alleged violations as follows:

During the applicable time period, the Employer employed the Employees and all others similarly aggrieved as hourly-paid non-exempt employees, and utilized consistent policies and procedures regarding the Employees and all other similarly aggrieved employees, as follows:

The Employer failed to provide legally requisite paid off premises rest breaks to the Employees and all other similarly aggrieved employees. Here, the Employer's rest break policy states in pertinent part: "**Location of rest breaks** - You should take your rest breaks in the facility's break/meeting room or in another area of the premises designated for associate rest breaks or meal periods. You are encouraged not to leave Walmart property during your rest breaks without management approval." Because the Employees and all other similarly aggrieved employees were not allowed to leave the premises for their rest breaks, the Employees and all other similarly aggrieved employees were not always provided legally compliant rest breaks. Augustus v ABM Security Services, Inc. (2016) 2 Cal 5th 257. Because the Employer did not pay a rest period penalty for these violations, the Employer violated Labor Code §§226.7 and 516 and the applicable Industrial Wage Order, ¶12(A)/(B), and owes rest period wages and penalties pursuant to Labor Code §§2699(f) and/or 558.

As a derivative result of some or all of the above claim(s), the Employer has also allegedly violated Labor Code §226 and §§201-203, as follows:

Regarding wage statements, pursuant to Labor Code §226 and the applicable Industrial Wage Order, the Employer is required to include certain information on a paystub. Here, because the Employer allegedly failed to pay all wages as set forth above, improper paystubs were issued by the Employer to the Employees and all other similarly aggrieved employees, and the Employees allege that the Employer has derivatively violated Labor Code §226, and owes penalties pursuant to Labor Code §§2699(f) and/or 226.3.

Regarding waiting time penalties, pursuant to Labor Code §203, the Employees and all other similarly aggrieved employees are entitled to thirty day of wages at their regular rate of pay for the Employer's alleged failure to pay all wages due upon separation of employment. Here, because the Employer allegedly failed to pay all wages as set forth above, the Employees allege that the Employer has derivatively violated Labor Code §§201-203, and owes penalties pursuant to Labor Code §§2699(f) and/or 203.

Pursuant to Labor Code §2699.3(a)(2)(A), please advise within sixty-five (65) calendar days of the postmark date of this notice whether the LWDA intends to investigate these alleged violations.

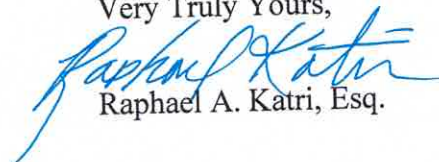
Further, pursuant to Labor Code §2699.3(c)(2)(A), the Employer may cure the alleged violations within thirty-three (33) calendar days of the postmark date of this notice and within that period, give notice by certified mail if the alleged violation is cured, including a description of actions taken.

In addition, this letter clearly sets forth the Employee's grievances and proposed remedies, pursuant to the Labor Code, PAGA and otherwise, as set forth above. The Employees would like to engage in reasonable efforts to settle this dispute before filing a civil action against the Employer. The Employees gives the Employer the opportunity, prior to the expiration of the deadline for the LWDA to investigate, to meet the Employee's demands and settle this dispute.

We understand that if we do not receive a response within sixty-five (65) calendar days of the postmark and filing date of this notice that the LWDA intends to investigate these allegations and/or a notice from the Employer that the alleged violations are cured, and/or if the alleged violations are not cured, then the Employees may immediately thereafter commence a civil action against the Employer pursuant to Labor Code §2699.

Thank you for your consideration.

Very Truly Yours,



Raphael A. Katri, Esq.

cc: (via Certified Mail)
Wal-Mart Associates, Inc.
702 S.W. 8th Street
Bentonville, AR 72716