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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

JUN 26 2020

BY

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Attorneys for Plaintiff CLAUDIA CARR

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

CLAUDIA CARR, an aggrieved employee, on
behalf of herself and other current and former
employees;

Plaintiff,

vs.

WALMART, INC., a corporation, WAL-
MART ASSOCIATES, INC., a corporation,
and DOES 1 through 50, inclusive;

Defendants.

Case No.: **CIV DS 2014586**

**COMPLAINT FOR PENALTIES FOR
VIOLATION OF LABOR CODE
SECTION 2698 et seq.**

DEMAND FOR JURY TRIAL

200730-0003 #135-4

By Fax

1 Plaintiff CLAUDIA CARR ("Plaintiff") hereby submits her Complaint for Penalties
2 against Defendants WALMART, INC. (f/k/a Wal-Mart Stores, Inc.), and WAL-MART
3 ASSOCIATES, INC., and DOES 1 through 50, inclusive (collectively "Walmart"), on behalf
4 of herself and other similarly situated aggrieved employees of Defendants for failure to provide
5 meal periods and rest breaks, failure to pay all minimum and overtime wages, failure to
6 reimburse necessary work-related expenses, failure to maintain accurate wage statements,
7 failure to pay reporting time pay, failing to pay all gratuities, and failure to pay all wages due
8 and owing in a timely fashion, as follows:

9 INTRODUCTION

10 1. This representative action is brought pursuant to Labor Code § 2698 *et seq.*
11 (the Private Attorneys General Act of 2004 ("PAGA")) for Defendant's violations of
12 California Labor Code §§ 201 to 204.

13 2. This Complaint challenges Defendants' systemic illegal employment practices
14 resulting in violations of the stated provisions of the Labor Code and corresponding IWC
15 Wage Order against the group of aggrieved employees.

16 3. On or about August 30, 2019, Walmart terminated Plaintiff's employment.
17 Walmart paid Plaintiff part of her earned wages on her last day, but she did not receive all her
18 wages. Plaintiff was paid additional wages owed on or about 6 days and 20 days after her
19 separation from Walmart. Plaintiff alleges that Defendants as a policy and practice failed to
20 pay all wages due and owing to Plaintiff and the Represented Employees at the time their
21 employment ended with Defendants, including, but not limited to minimum wages, overtime
22 wages, wage premiums, accrued unused vacation and paid time off ("PTO") wages, among
23 others.

24 4. Plaintiff is informed and believes and thereon alleges Defendants joint and
25 severally acted intentionally and with deliberate indifference and conscious disregard to the
26 rights of all employees in failing to pay all wages due and owing in a timely fashion.

27 JURISDICTION AND VENUE

28 5. This representative action is brought pursuant to PAGA. The monetary damages

1 said Defendants are sued under such fictitious names, and Plaintiff prays for leave to amend
2 this complaint when the true names and capacities are known. Plaintiff is informed and
3 believes and thereon alleges that each of Defendants designated as a DOE was responsible in
4 some way for the matters alleged herein and proximately caused Plaintiff and members of the
5 general public and the group of aggrieved employees to be subject to the illegal employment
6 practices, wrongs and injuries complained of herein.

7 14. At all times herein mentioned, Defendants, and each of them, were agents,
8 partners, joint venturers, representatives, servants, employees, successors-in-interest, co-
9 conspirators and assigns, each of the other, and at all times relevant hereto were acting within
10 the course and scope of their authority as such agents, partners, joint venturers, representatives,
11 servants, employees, successors, co-conspirators and assigns, and that all acts or omissions
12 alleged herein were duly committed with ratification, knowledge, permission, encouragement,
13 authorization and consent of each Defendant designated herein.

14 15. As such, and based upon all the facts and circumstances incident to Defendants'
15 business in California, Defendants are subject to Labor Code §§ 201 to 204.

16 **CAUSE OF ACTION**

17 **FOR VIOLATION OF PAGA**

18 **(AGAINST ALL DEFENDANTS BY PLAINTIFF ON BEHALF OF ALL AGGRIEVED**
19 **EMPLOYEES)**

20 16. Plaintiff re-alleges and incorporates by reference paragraphs 1 through 15 as
21 though fully set forth herein.

22 17. Plaintiff brings this cause of action as a proxy for the State of California and in
23 this capacity, seeks penalties on behalf of all aggrieved employees for Defendants' violations
24 of Labor Code §§ 201-204, from April 21, 2019, through the present, arising from Defendants'
25 failure to timely pay final wages to separated employees.

26 18. PAGA expressly establishes that any provision of the California Labor Code
27 which provides for a civil penalty to be assessed and collected by the LWDA, or any of its
28 departments, divisions, commissions, boards, agencies or employees for a violation of the

1 California Labor Code, may be recovered through a civil action brought by an aggrieved
2 employee on behalf of himself or herself, and other current or former employees.

3 19. Plaintiff seeks to recover all applicable and available PAGA remedies pursuant
4 to Labor Code § 2699, as well as attorneys' fees, costs, and/or other damages as permitted by
5 PAGA through a representative action pursuant to the PAGA and the California Supreme
6 Court in *Arias v. Superior Court*, 46 Cal. 4th 969 (2009). Therefore, Plaintiff is not required
7 to, nor does he seek, class certification of the PAGA claims under Code of Civil Procedure §
8 382.

9 20. As with other California employees, Plaintiff was paid her final wages after her
10 separation of employment. Plaintiff is informed and believes and based thereon alleges that
11 other employees were subjected to similar conduct and, therefore, are aggrieved employees.

12 21. On April 21, 2020, Plaintiff provided written notice to the LWDA and
13 Defendants of the specific provisions of the Labor Code she contends were violated, and the
14 theories supporting her contentions. To date, she has not received a response.

15 22. Plaintiff and the other non-exempt employees are "aggrieved employees" as
16 defined by California Labor Code § 2699(c) in that they are all current or former employees of
17 Defendants, and one or more of the alleged violations was committed against them.

18 23. At all times relevant herein, Defendants were required to pay their employees in
19 a timely fashion pursuant to the mandate of Labor Code §§ 201 to 204.

20 24. Defendants failed to pay Plaintiff and the other aggrieved employees all wages
21 due them within the time periods specified by Labor Code §§ 201-204 during and upon
22 termination of employment.

23 Damages

24 25. Pursuant to Labor Code § 2699, Plaintiff, individually and on behalf of other
25 current and former aggrieved employees, requests and is entitled to recover from Defendants,
26 and each of them, unpaid wages, civil penalties, interest, attorneys' fees and costs pursuant, as
27 well as all penalties against Defendants, and each of them, including but not limited to:

28 26. Penalties under Labor Code § 256 in the amount of 30 days pay per aggrieved

1 former employee;

2 27. Any and all additional penalties and sums as provided by the Labor Code and/or
3 other statutes; and

4 28. Attorneys' fees and costs as permitted by law.

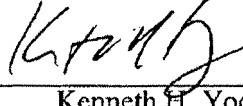
5 **PRAYER FOR RELIEF**

6 WHEREFORE, Plaintiff prays for judgment for herself and all others on whose behalf
7 this suit is brought against Defendants, jointly and severally, as follows:

- 8 1. Upon the Cause of Action, for civil penalties and wages pursuant to statute as
9 set forth in Labor Code § 2698 *et seq.*, for Defendants' violations of Labor Code
10 §§ 201, 202, 203, 204, 256;
11 2. On all causes of action for attorneys' fees, interest, and costs as provided by
12 California Labor Code §§ 2698 *et seq.*, Code of Civil Procedure § 1021.5, and
13 for such other and further relief the Court may deem just and proper.

14 DATED: June 26, 2020

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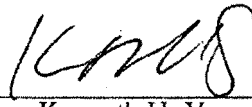
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16 By: 
17 Kenneth H. Yoon
Attorneys for Plaintiff

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19 **DEMAND FOR JURY TRIAL**

20 Plaintiff, for herself and the aggrieved employees, hereby demands a jury trial as
21 provided by California law.

22 DATED: June 26, 2020

YOON LAW, APC

23
24 By: 
25 Kenneth H. Yoon
26 Attorneys for Plaintiff
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