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California Labor & Workforce Development Agency
801 K. Street, Suite 2101
Sacramento, CA 95814

**Re: Labor Code Sec. 2699 Notice
Gina Turner v. Walmart Inc.**

Pursuant to Labor Code Sec. 2699.3(a)(1), Gina Turner ("Claimant") hereby gives written notice of Claimant's intent to file a Labor Code Sec. 2699 ("PAGA") representative action on behalf of Claimant and other current and former employees to recover civil penalties for violations of the California Labor Code against Claimant's former employer Walmart Inc. ("Respondent").

Claimant worked for Respondent as an Assistant Manager for over 26 years from on or about July 18, 1993 to on or about November 8, 2019.

Claimant is a 50-year old female.

For over 26 years, Claimant competently worked for Respondent with an exemplary record.

As part of her employment, Claimant received 50 cent coupons as an employee of Respondent and therefore reasonably believed that she was allowed to use the same for discounts on purchases at Walmart stores. However, after using these coupons for discounts on her purchases at the store, Claimant was terminated on the pretext of using the same.

However, the reality is that in or about the end of October 2019 and the beginning of November 2019, [REDACTED]

We therefore believe that Claimant's employment with Respondent was wrongfully terminated due to her disability, Claimant's request for a reasonable accommodation of her disability, and Claimant's age.

Last, although Claimant worked 10-12 hours per workday, and approximately 50-60 hours per workweek, she was not provided her legally-required 30-minute meal periods as she

was often interrupted and not completely relieved of all job duties during her attempted meal breaks.

For said conduct, Claimant seeks damages for the following violations, including but not limited to:

1. Failure to Provide Legally-Required 30-Minute Meal Periods
2. Failure to Pay Waiting Time (Wage Continuation) Penalties
3. Failure to Provide Accurate, Itemized Wage Statements
4. Age Discrimination
5. Disability Discrimination
6. Failure to Accommodate Disability
7. Failure to Engage in the Interactive Process
8. Failure to Take Reasonable Steps to Prevent Harassment, Discrimination and Retaliation
9. Retaliation
10. Wrongful Termination
11. Unfair Business Practices
12. Breach of Implied Covenant of Good Faith and Fair Dealing

The specific provisions of the Labor Code that Respondent has violated, include, but are not limited to, Labor Code §§ 98.6, 200, 201-203, 204, 206, 210, 226, 226.3, 226.7, 232.5, 510, 512, 558, 1102.5, and 1194, and 3700.5(a). Respondent has violated the foregoing Labor Code provisions, as well as other California laws, although Claimant reserves the right to limit the above violations alleged upon further investigation. Respondent is also liable for all applicable premiums and penalties, interest, attorneys' fees and costs. We look forward to receiving your response to this letter pursuant to Labor Code Sec. 2699.3(a)(2)(A). Thank you and please do not hesitate to call with any questions.

Sincerely,

LAW OFFICE OF EDWARD ANTONINO



Edward Antonino, Esq.

cc: **Certified Mail**
Walmart Inc.
708 S.W. 8th St.
Bentonville, AR 72716