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Attorneys for Plaintiffs JESSICA
HERNANDEZ and CAROL
TURNER, individually and on behalf
of all others similarly situated

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

JESSICA HERNANDEZ, individually
and on behalf of all others similarly
situated; CAROL TURNER,
individually and on behalf of all others
similarly situated,

Plaintiffs,

vs.

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

Defendants.

Case No. 5:21-cv-00166-FLA (KKx)

FIFTH AMENDED COMPLAINT
CLASS ACTION

1. Failure to Provide Meal Periods
2. Failure to Authorize and Permit Rest Breaks
3. Failure to Furnish Accurate Itemized Wage Statements
4. Failure to Pay All Wages Due to Discharged and Quitting Employees
5. Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties
6. Unfair and Unlawful Business Practices
7. Representative action for penalties under the Labor Code Private Attorneys General Act

DEMAND FOR JURY TRIAL

1 Plaintiffs JESSICA HERNANDEZ and CAROL TURNER (collectively,
2 “PLAINTIFFS”), individually and on behalf of all others similarly situated, hereby
3 allege as follows:

4 **JURISDICTION AND VENUE**

5 1. PLAINTIFF HERNANDEZ originally filed this action in the Superior
6 Court of the State of California, County of Los Angeles, on November 17, 2020, as
7 a class action brought pursuant to California Code of Civil Procedure section 382
8 and as a representative action brought pursuant to the Labor Code Private Attorney
9 General Act of 2004, Labor Code sections 2699 et seq.

10 2. On January 28, 2021, DEFENDANTS removed this action to the
11 United States District Court for the Central District of California under the Class
12 Action Fairness Act of 2005 (“CAFA”), 28 U.S.C. section 1332(d)(2) and 28
13 U.S.C. sections 1441, 1446, 1453 on the contentions that PLAINTIFF’S complaint
14 (a) involved 100 or more putative class members; (b) the amount in controversy
15 exceeds \$5,000,000, exclusive of interest and costs; and (c) PLAINTIFF is a citizen
16 of a state different from that of at least one defendant.

17 **THE PARTIES**

18 3. PLAINTIFF HERNANDEZ is a resident of the State of California.
19 She is a former employee of DEFENDANTS and was employed by
20 DEFENDANTS as a full-time non-exempt associate at DEFENDANTS’ Walmart
21 store number 1914, located in Highland, California, from approximately September
22 14, 2019 to approximately August 15, 2020.

23 4. PLAINTIFF TURNER is a resident of the State of California. She is a
24 current employee of DEFENDANTS and has been employed by DEFENDANTS as
25 a full-time non-exempt associate at DEFENDANTS’ Walmart store number 1756,
26 located in Fontana, California, since approximately October 3, 2017.

27 5. PLAINTIFFS are informed and believe, and thereon allege, that
28 DEFENDANTS operate a chain of approximately 280 retail stores in California.

1 6. PLAINTIFFS are informed and believe, and thereon allege, that
2 DEFENDANT WAL-MART ASSOCIATES, INC. is, and at all times relevant
3 hereto was, a Delaware corporation. PLAINTIFFS are further informed and believe,
4 and thereon allege, that WAL-MART ASSOCIATES, INC. is authorized to
5 conduct business, and conducts business, in the State of California. Specifically,
6 WAL-MART ASSOCIATES, INC. maintains offices and facilities, conducts
7 business, and engages in illegal practices or policies in the County of Los Angeles.

8 7. The true names and capacities of DOES 1 through 50, inclusive, are
9 unknown to PLAINTIFFS at this time, and PLAINTIFFS therefore sue such DOE
10 defendants under fictitious names. PLAINTIFFS are informed and believe, and
11 thereon allege, that each defendant designated as a DOE is in some manner highly
12 responsible for the occurrences alleged herein, and that PLAINTIFFS and the other
13 CLASS MEMBERS' injuries and damages, as alleged herein, were proximately
14 caused by the conduct of such DOE defendants. PLAINTIFFS will seek leave of
15 the Court to amend this Complaint to allege their true names and capacities of such
16 DOE defendants when ascertained.

17 8. At all relevant times herein, DEFENDANTS were the joint employers
18 of PLAINTIFFS and the other CLASS MEMBERS. PLAINTIFFS are informed
19 and believe, and thereon allege, that at all times material to this complaint
20 DEFENDANTS were the alter egos, divisions, affiliates, integrated enterprises,
21 joint employers, subsidiaries, parents, principals, related entities, co-conspirators,
22 authorized agents, partners, joint venturers, and/or guarantors, actual or ostensible,
23 of each other. Each defendant was completely dominated by his, her or its co-
24 defendant, and each was the alter ego of the other.

25 9. At all relevant times herein, PLAINTIFFS and the other CLASS
26 MEMBERS were employed by DEFENDANTS under employment agreements that
27 were partly written, partly oral, and partly implied. In perpetrating the acts and
28 omissions alleged herein, DEFENDANTS, and each of them, acted pursuant to, and

1 in furtherance of, their policies and practices of not paying PLAINTIFFS all wages
 2 earned and due, through methods and schemes which include, but are not limited to,
 3 failing to provide PLAINTIFFS and the other CLASS MEMBERS with compliant
 4 meal periods; failing to authorize and permit PLAINTIFFS to take compliant rest
 5 breaks; failing to provide PLAINTIFFS and the other CLASS MEMBERS accurate
 6 itemized wage statements; and failing to compensate PLAINTIFFS and the other
 7 CLASS MEMBERS for necessary expenditures, in violation of the California
 8 Labor Code and the applicable Industrial Welfare Commission (“IWC”) Wage
 9 Order.

10 10. PLAINTIFFS are informed and believe, and thereon allege, that each
 11 and every one of the acts and omissions alleged herein were performed by, and/or
 12 attributable to, all DEFENDANTS, each acting as agents and/or employees, and/or
 13 under the direction and control of, each of the other DEFENDANTS, and that said
 14 acts and failures to act were within the course and scope of said agency,
 15 employment and/or direction and control.

16 11. PLAINTIFFS bring this action on behalf of themselves and the
 17 following similarly situated class of individuals (“CLASS MEMBERS”): All
 18 current and former non-exempt employees of DEFENDANTS’ Walmart retail
 19 stores in the State of California during the period of November 17, 2017 through
 20 the time this action settles or proceeds to final judgment (“CLASS PERIOD”).
 21 PLAINTIFFS reserve the right to name additional class representatives.

22 12. PLAINTIFF TURNER further brings this action on behalf of herself
 23 and the following similarly situated class of individuals (“UCL CLASS
 24 MEMBERS”): All current and former non-exempt employees of
 25 DEFENDANTS’ Walmart retail stores in the State of California during the period
 26 of November 17, 2016 through November 16, 2017 (“UCL CLASS PERIOD”).
 27 PLAINTIFF reserves the right to name additional class representatives.

28 13. As a direct and proximate result of the unlawful actions of

1 DEFENDANTS, PLAINTIFFS and the other CLASS MEMBERS have suffered,
2 and continue to suffer, from losses as yet unascertained, but subject to proof at trial,
3 and within the jurisdiction of this Court.

4 **CLASS ACTION ALLEGATIONS**

5 14. This action is appropriately suited for a class action because:

6 a. The potential class or classes is of a significant number. Joinder
7 of all current and former employees individually would be impracticable.

8 b. This action involves common questions of law and fact because
9 the action focuses on DEFENDANTS' illegal practices and policies, which are
10 applied to all non-exempt employees in violation of the Labor Code, the applicable
11 IWC Wage Order, and the Business and Professions Code which prohibits unfair
12 business practices arising from such violations.

13 c. PLAINTIFFS' claims are typical of the claims of the class or
14 classes they seek to represent because DEFENDANTS subjected all non-exempt
15 employees to the same violations of the Labor Code, the applicable IWC Wage
16 Order, and the Business and Professions Code.

17 d. PLAINTIFFS will fairly and adequately protect the interests of
18 all CLASS MEMBERS, as she does not have any conflicts of interest with the
19 CLASS MEMBERS and has retained counsel experienced in wage-and-hour class
20 actions.

21 e. PLAINTIFF TURNER will fairly and adequately protect the
22 interests of all UCL CLASS MEMBERS, as she does not have any conflicts of
23 interest with the UCL CLASS MEMBERS and has retained counsel experienced in
24 wage-and-hour class actions.

25 f. The class action device is superior to other available methods for
26 fairly and efficiently adjudicating the controversy.

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FIRST CAUSE OF ACTION

Failure to Provide Meal Periods

[Cal. Labor Code §§ 226.7, 512; IWC Wage Order No. 7-2001, § 11]

(By PLAINTIFFS, on behalf of themselves and all

CLASS MEMBERS, against all DEFENDANTS)

15. PLAINTIFFS incorporate herein by specific reference, as though fully set forth, the allegations in the foregoing paragraphs.

16. During the CLASS PERIOD, as part of their illegal payroll policies and practices to deprive their non-exempt employees of wages earned and due, DEFENDANTS failed to provide PLAINTIFFS with compliant meal periods under California Labor Code §§ 226.7 and 512 and IWC Order No. 7-2001, § 11. To satisfy the meal period obligation under these authorities, DEFENDANTS were required to relieve their non-exempt employees of all duty, relinquish control over their activities, permit them a reasonable opportunity to take an uninterrupted 30-minute break, and not impede or discourage them from doing so.

17. On at least three occasions during her employment, including but not limited to February 4, 2020, February 6, 2020, and February 8, 2020, DEFENDANTS impeded PLAINTIFF HERNANDEZ'S ability to take a timely meal period by requiring her to perform or complete her assigned work tasks and to serve customers before or during taking her meal period.

18. On multiple occasions during her employment, including but not limited to June of 2021, August of 2021, and September of 2021, DEFENDANTS impeded PLAINTIFF TURNER'S ability to take a timely meal period by requiring her to perform or complete her assigned work tasks and to serve customers before or during her meal period.

19. DEFENDANTS further knowingly and intentionally failed to maintain records of the true and actual timekeeping entries of PLAINTIFF and the other CLASS MEMBERS, in violation of California Labor Code §§ 226 and 1174 and

1 IWC Wage Order No. 7-2001, § 7, by engaging in a pattern and practice of
 2 adjusting the timekeeping entries of PLAINTIFFS and the other CLASS
 3 MEMBERS so as to make it appear PLAINTIFFS and the other CLASS
 4 MEMBERS received compliant meal periods when in fact they did not.
 5 DEFENDANTS further violated California Labor Code §§ 226.7 and IWC Wage
 6 Order No. 7-2001, § 11 by failing to compensate PLAINTIFFS and the other
 7 CLASS MEMBERS for failing to provide them with all required compliant meal
 8 periods, in accordance with the applicable wage order, one additional hour of
 9 compensation at each employee's regular rate of pay for each workday that a
 10 compliant meal period was not provided. PLAINTIFFS are informed and believe,
 11 and thereon allege, that the other CLASS MEMBERS suffered meal period
 12 violations similar or identical to the foregoing.

13 20. As a proximate result of the aforementioned violations, PLAINTIFFS
 14 and the other CLASS MEMBERS have been damaged in an amount according to
 15 proof at trial and seeks all wages earned and due, interest, penalties, expenses, and
 16 costs of suit.

17 **SECOND CAUSE OF ACTION**

18 **Failure to Authorize and Permit Rest Breaks**

19 **[Cal. Labor Code § 226.7; IWC Wage Order No. 7-2001, § 12]**

20 **(By PLAINTIFFS against all DEFENDANTS)**

21 21. PLAINTIFFS incorporate herein by specific reference, as though fully
 22 set forth, the allegations in the foregoing paragraphs, with exception of the
 23 allegations in paragraph 14 and the subparagraphs thereto.

24 22. At all times relevant herein, as part of DEFENDANTS' illegal payroll
 25 policies and practices to deprive their non-exempt employees of wages earned and
 26 due, DEFENDANTS failed to authorize and permit rest breaks to PLAINTIFFS as
 27 required under California Labor Code § 226.7 and IWC Wage Order No. 7-2001, §
 28 12.

23. On several occasions during her employment, including but not limited to once during each of their workweeks, DEFENDANTS impeded PLAINTIFFS' ability to take a compliant rest period by requiring them to perform or complete their assigned work tasks and to serve customers in lieu of taking their rest period. DEFENDANTS further violated California Labor Code § 226.7 and IWC Wage Order No. 7-2001, § 12 by failing to pay PLAINTIFFS when not authorized or permitted to take a compliant rest break, in accordance with the applicable wage order, one additional hour of compensation at each employee's regular rate of pay for each workday that a rest break was not provided.

24. As a proximate result of the aforementioned violations, PLAINTIFFS have been damaged in an amount according to proof at trial, and seek all wages earned and due, interest, penalties, expenses, and costs of suit.

THIRD CAUSE OF ACTION

Failure to Furnish Accurate Itemized Wage Statements

[Cal. Labor Code § 226; IWC Wage Order No. 7-2001, § 7]

(By PLAINTIFFS, on behalf of themselves and all

CLASS MEMBERS, against all DEFENDANTS)

25. PLAINTIFFS incorporate herein by specific reference, as though fully set forth, the allegations in the foregoing paragraphs.

26. Pursuant to California Labor Code § 226, DEFENDANTS are required to provide timely and accurate itemized wage statements in writing showing each employee's gross wages earned, total hours worked, all deductions made, net wages earned, the name and address of the legal entity or entities employing the employee, and all applicable hourly rates in effect during each pay period and the corresponding number of hours worked at each hourly rate.

27. During the CLASS PERIOD, DEFENDANTS knowingly and intentionally failed to provide PLAINTIFFS and the other CLASS MEMBERS timely and accurate itemized wage statements in writing showing each employee's

1 earned but unpaid meal break premium wages having accrued as a result of
 2 DEFENDANTS' failure to provide compliant meal breaks, in violation of
 3 California Labor Code § 226 and IWC Wage Order No. 7-2001, § 7.

4 28. During the CLASS PERIOD, PLAINTIFFS and the other CLASS
 5 MEMBERS suffered injury, and continue to suffer injury, as a result of
 6 DEFENDANTS' failure to provide timely and accurate itemized wage statements,
 7 as PLAINTIFFS and the other CLASS MEMBERS could not promptly and easily
 8 determine from the wage statement alone the gross and net wages earned in the pay
 9 period.

10 29. As a proximate result of DEFENDANTS' unlawful actions and
 11 omissions, PLAINTIFFS and the other CLASS MEMBERS have been damaged in
 12 an amount according to proof at trial, and seek all wages earned and due, plus
 13 interest thereon. Additionally, PLAINTIFFS and the other CLASS MEMBERS are
 14 entitled to all available statutory penalties, including but not limited to civil
 15 penalties pursuant to California Labor Code §§ 226(e) and 226.3 and an award of
 16 costs, expenses, and reasonable attorneys' fees, including but not limited to those
 17 provided in California Labor Code § 226(e), as well as other available remedies.

18 **FOURTH CAUSE OF ACTION**

19 **Failure to Pay All Wages Due to Discharged and Quitting Employees**

20 **[Cal. Labor Code §§ 201, 202, 203]**

21 **(By PLAINTIFF HERNANDEZ, on behalf of herself and all**
 22 **CLASS MEMBERS, against all DEFENDANTS)**

23 30. PLAINTIFF HERNANDEZ incorporates herein by specific reference,
 24 as though fully set forth, the allegations in the foregoing paragraphs.

25 31. Pursuant to California Labor Code §§ 201 and 202, DEFENDANTS
 26 are required to pay all earned and unpaid wages to an employee who is discharged
 27 or quits. California Labor Code § 201 mandates that if an employer discharges an
 28 employee, the employee's wages accrued and unpaid at the time of discharge are

1 due and payable immediately. Furthermore, pursuant to California Labor Code §
 2 202, DEFENDANTS are required to pay all earned wages due to an employee no
 3 later than 72 hours after the employee quits his or her employment, unless the
 4 employee provided 72 hours previous notice of his or her intention to quit, in which
 5 case the employee is entitled to his or wages at the time of quitting.

6 32. California Labor Code § 203 provides that if an employer willfully
 7 fails to pay, in accordance with California Labor Code §§ 201 and 202, any wages
 8 of an employee who is discharged or quits, the employer is liable for waiting time
 9 penalties in the form of continued compensation to the employee at the same rate
 10 for up to 30 workdays.

11 33. During the CLASS PERIOD, DEFENDANTS willfully failed to pay
 12 accrued meal break premium wages to PLAINTIFF and the other CLASS
 13 MEMBERS in accordance with California Labor Code §§ 201 and 202.

14 34. As a result, PLAINTIFF and the other CLASS MEMBERS are entitled
 15 to all available statutory penalties, including the waiting time penalties provided in
 16 California Labor Code § 203, together with interest thereon, as well as other
 17 available remedies.

18 **FIFTH CAUSE OF ACTION**

19 **Failure to Indemnify Employees for Necessary**

20 **Expenditures Incurred in Discharge of Duties**

21 **[Cal. Labor Code § 2802]**

22 **(By PLAINTIFFS, on behalf of themselves and all**

23 **CLASS MEMBERS, against all DEFENDANTS)**

24 35. PLAINTIFFS incorporate herein by specific reference, as though fully
 25 set forth, the allegations in the foregoing paragraphs.

26 36. California Labor Code § 2802(a) requires an employer to indemnify an
 27 employee for all necessary expenditures or losses incurred by the employee in
 28 direct consequence of the discharge of her his or her duties, or of his or her

1 obedience to the directions of the employer.

2 37. During the CLASS PERIOD, DEFENDANTS created an environment
3 in which it was reasonable for PLAINTIFFS and the other CLASS MEMBERS to
4 incur expenses by using their personal cell phones to (1) download and operate the
5 “Walmart” and “Me@Walmart” apps to perform work related tasks, including but
6 not limited to checking schedules, requesting shift changes, locating merchandise,
7 and helping customers; and (2) receive and respond to cell phone calls and text
8 messages from managers regarding work related matters in the course and scope of
9 store operations.

10 38. Despite knowing or having reason to know that PLAINTIFFS and the
11 other CLASS MEMBERS incurred expenses by using their personal cell phones in
12 such manners and for such purposes, DEFENDANTS failed to indemnify them for
13 those expenses, thus passing operating expenses onto PLAINTIFFS and the other
14 CLASS MEMBERS in violation of California Labor Code § 2802.

15 39. As a proximate result of DEFENDANTS’ unlawful actions and
16 omissions in violation of California Labor Code § 2802, PLAINTIFFS and the
17 other CLASS MEMBERS have been damaged in an amount according to proof at
18 trial, and seek reimbursement of all necessary expenditures, plus interest thereon
19 pursuant to California Labor Code § 2802(b). Additionally, PLAINTIFFS and the
20 other CLASS MEMBERS are entitled to all available statutory penalties and an
21 award of costs, expenses, and reasonable attorneys’ fees, including those provided
22 in California Labor Code § 2802(c), as well as other available remedies.

23 **SIXTH CAUSE OF ACTION**

24 **Unfair and Unlawful Business Practices**

25 **[Cal. Bus. & Prof. Code §§ 17200 et. seq.]**

26 **(By PLAINTIFF TURNER, on behalf of herself and all**
27 **UCL CLASS MEMBERS, against all DEFENDANTS)**

28 40. PLAINTIFF TURNER incorporates herein by specific reference, as

1 though fully set forth, the allegations in the foregoing paragraphs.

2 41. Each and every one of DEFENDANTS' acts and omissions in
3 violation of the California Labor Code and/or the applicable IWC Wage Order as
4 alleged herein relating to DEFENDANTS' failure to provide required meal periods
5 and failure to indemnify PLAINTIFFS and the other CLASS MEMBERS for
6 necessary expenditures and/or losses incurred in the discharge of their duties
7 constitute unfair and unlawful business practices under California Business and
8 Professions Code § 17200, et seq. PLAINTIFF TURNER and the other UCL
9 CLASS MEMBERS were subjected to these acts and omissions during the UCL
10 CLASS PERIOD and are seeking a restitutionary remedy under the UCL for their
11 resulting economic injuries because they lack an adequate remedy at law to redress
12 them.

13 42. DEFENDANTS' violations of California wage and hour laws
14 constitute a business practice because DEFENDANTS' aforementioned acts and
15 omissions were done repeatedly over a significant period of time, and in a
16 systematic manner, to the detriment of PLAINTIFF TURNER and the other UCL
17 CLASS MEMBERS.

18 43. DEFENDANTS have avoided payment of meal period premiums and
19 reimbursement for necessary expenditures and/or losses incurred in the discharge of
20 duties as required by the California Labor Code and the applicable IWC Wage
21 Order. Further, DEFENDANTS have failed to record, report, and pay the correct
22 sums of assessment to the state authorities under the California Labor Code and
23 other applicable regulations.

24 44. As a result of DEFENDANTS' unfair and unlawful business practices
25 during the UCL CLASS PERIOD, DEFENDANTS have reaped unfair and illegal
26 profits at the expense of PLAINTIFF TURNER and the other UCL CLASS
27 MEMBERS, all of whom are members of the public whose interests are intended to
28 be protected by the UCL. DEFENDANTS should be made to disgorge their ill-

1 gotten gains and to restore them to PLAINTIFF TURNER and the other UCL
2 CLASS MEMBERS.

3 45. DEFENDANTS' unfair and unlawful business practices during the
4 UCL CLASS PERIOD entitle PLAINTIFF TURNER and the other UCL CLASS
5 MEMBERS to an order that DEFENDANTS account for, disgorge, and restore to
6 PLAINTIFF TURNER and the other UCL CLASS MEMBERS the money or
7 property unlawfully withheld from them.

8 **SEVENTH CAUSE OF ACTION**

9 **Representative Action for Civil Penalties**

10 **[Cal. Labor Code §§ 2698-2699.5]**

11 **(By PLAINTIFFS, on behalf of all AGGRIEVED**
12 **EMPLOYEES, against all DEFENDANTS)**

13 46. PLAINTIFFS incorporate herein by specific reference as though fully
14 set forth the allegations in all preceding paragraphs, with exception of the
15 allegations in paragraph 14 and the subparagraphs thereto.

16 47. PLAINTIFFS are "aggrieved employees" within the meaning of
17 California Labor Code § 2699(c) because they were employed by DEFENDANTS
18 and at least one violation of the California Labor Code was committed against
19 them, and each of them. Pursuant to the procedures under California Labor Code
20 section 2699.3, PLAINTIFFS are proper representatives to bring a civil action on
21 behalf of themselves and all current and former non-exempt employees of
22 DEFENDANTS' Walmart retail stores in the State of California during the period
23 of November 16, 2019 through the time this action settles or proceeds to final
24 judgment ("AGGRIEVED EMPLOYEES").

25 48. Pursuant to the California Private Attorneys General Act of 2004
26 ("PAGA"), Labor Code §§ 2698-2699.5, PLAINTIFFS seek to recover civil
27 penalties, including but not limited to penalties under California Labor Code
28 §§ 2699, 210, 226.3, 558, 1197.1, and IWC Wage Order No. 7-2001, § 20, from

1 DEFENDANTS in a representative action for the violations set forth herein,
 2 including but not limited to violations of California Labor Code §§ 201, 202, 203,
 3 204, 226, 226.7, 510, 512, 1194, 1197, 1198, and 2802. PLAINTIFF are also
 4 entitled to an award of reasonable attorneys' fees and costs pursuant to California
 5 Labor Code § 2699(g)(1).

6 49. Pursuant to California Labor Code §§ 2699.3, PLAINTIFF
 7 HERNANDEZ gave written notice on November 16, 2020 by online filing to the
 8 California Labor and Workforce Development Agency ("LWDA") and by certified
 9 mail to WAL-MART ASSOCIATES, INC. of the specific provisions of the
 10 California Labor Code and IWC Wage Orders alleged to have been violated,
 11 including the facts and theories to support the alleged violations. A true and correct
 12 copy of the notice is attached hereto as Exhibit 1. More than sixty-five (65) days
 13 have passed and the LWDA has not provided notice to PLAINTIFF HERNANDEZ
 14 that it intends to investigate the alleged violations.

15 50. Pursuant to California Labor Code §§ 2699.3, PLAINTIFF TURNER
 16 gave written notice on May 26, 2022 by online filing to the California Labor and
 17 Workforce Development Agency ("LWDA") and by certified mail to WAL-MART
 18 ASSOCIATES, INC. of the specific provisions of the California Labor Code and
 19 IWC Wage Orders alleged to have been violated, including the facts and theories to
 20 support the alleged violations. A true and correct copy of the notice is attached
 21 hereto as Exhibit 2. More than sixty-five (65) days have passed and the LWDA has
 22 not provided notice to PLAINTIFF TURNER that it intends to investigate the
 23 alleged violations.

24 51. Therefore, PLAINTIFFS have complied with all of the requirements
 25 set forth in California Labor Code § 2699.3 to commence a representative action
 26 under PAGA.

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PRAYER FOR RELIEF

WHEREFORE, PLAINTIFFS, individually and on behalf of all other persons similarly situated, respectfully pray for relief against DEFENDANTS, and each of them, as follows:

1. For compensatory damages in an amount to be ascertained at trial;
2. For restitution of all monies due to PLAINTIFF TURNER and the other UCL CLASS MEMBERS, as well as disgorged profits from DEFENDANTS' unfair and unlawful business practices;
3. For meal and rest period compensation pursuant to California Labor Code § 226.7 and IWC Wage Order No. 7-2001;
4. For reimbursement for necessary expenditures and/or losses incurred in the discharge of duties pursuant to California Labor Code § 2802;
5. For liquidated damages pursuant to California Labor Code §§ 1194.2 and 1197.1;
6. For waiting time penalties pursuant to California Labor Code § 203;
7. For statutory and civil penalties according to proof, including but not limited to all penalties authorized by the California Labor Code §§ 226(e) and 2699, et seq.;
8. For interest on the unpaid wages and unreimbursed expenditures at 10% per annum pursuant to California Labor Code §§ 218.6, 1194, and 2802, California Civil Code §§ 3287 and 3288, and/or any other applicable provision providing for pre-judgment interest;
9. For reasonable attorneys' fees and costs pursuant to California Labor Code §§ 1194, 2699, and 2802, California Civil Code § 1021.5, and any other applicable provisions providing for attorneys' fees and costs;
10. For declaratory relief;
11. For an order certifying the First, Third, Fourth, Fifth, and Sixth Causes of Action as a class action;

1 12. For an order appointing PLAINTIFFS as class representatives and
2 PLAINTIFFS' counsel as class counsel; and

3 13. For such further relief that the Court may deem just and proper.

4
5 DATED: July 24, 2023

Respectfully submitted,

6 **MATERN LAW GROUP, PC**

7
8 By: /s/ Mikael H. Stahle

Matthew J. Matern

Mikael H. Stahle

10 Attorneys for Plaintiffs JESSICA
11 HERNÁNDEZ and CAROL
12 TURNER, individually and on behalf
of all others similarly situated

DEMAND FOR JURY TRIAL

PLAINTIFFS, individually and on behalf of all others similarly situated,
hereby demand a trial by jury on all issues so triable.

DATED: July 24, 2023

Respectfully submitted,

MATERN LAW GROUP, PC

By: /s/ Mikael H. Stahle

Matthew J. Matern

Mikael H. Stahle

Attorneys for Plaintiffs JESSICA
HERNANDEZ and CAROL
TURNER, individually and on behalf
of all others similarly situated