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June 17, 2021

VIA ONLINE FILING (<https://dir.tfaforms.net/260>)

Labor and Workforce Development Agency
Department of Industrial Relations

**Re: Notice of Claims Pursuant to Labor Code Private Attorneys General Act
*Linda Chavez v. Walmart Inc.; Wal-Mart Associates, Inc.***

Dear PAGA Administrator:

Pursuant to Labor Code § 2699.3 (the Labor Code Private Attorney General Act) please take notice of the following facts, theories and Labor Code violations alleged by Linda Chavez (“Chavez”) against Walmart Inc. and Wal-Mart Associates, Inc. (together “Defendants” or “Walmart”).

Summary of Facts and Theories

Chavez is an individual who resides in the City of Riverside, in Riverside County, California. Chavez is a former employee of Walmart. Walmart is one of the largest employers in California, with approximately 100,000 employees in California.

Chavez’s employment documents identify her employer as “Wal-Mart Stores, Inc.,” which is a d/b/a of Wal-Mart Associates, Inc. Walmart has subsequently represented to Chavez and her counsel that the legal entity that employed her was Walmart Inc.

According to their filings with the California Secretary of State, Walmart Inc. and Wal-Mart Associates, Inc. have the same address: 702 SW 8th Street, Bentonville, AR 72716.

Chavez began working for Walmart on or about November 8, 2019. Throughout her employment, she worked as an hourly associate at Walmart’s Neighborhood Market store in Jurupa Valley, California.

Walmart terminated Chavez’s employment on June 19, 2020. Contrary to Labor Code § 201, Chavez did not receive her final wages from Walmart on her termination date, even though Walmart could have provided her final wages on her termination date. Chavez did not receive

her final wages (which included her unused vacation hours) until three days later, on June 22, 2020.

Chavez is informed and believes that Walmart routinely fails to pay other terminating California employees their final earned wages on their termination date. These delays are caused by and/or under the control of Walmart, for example, Walmart's delays in processing final pay, delays in the transfer/processing of wages to employees paid by direct deposit, and delays in transfer/processing of funds to employees paid by debit card.

In addition, Chavez did not receive an itemized wage statement at the time of her final pay, and no itemized wage statement was made available to Chavez at the time of her final pay. Chavez is informed and believes that Walmart failed to provide other separating employees with itemized wage statements at the time of their final pay.

Chavez is informed and believes that Walmart committed the same or substantially equivalent violations against the other allegedly aggrieved employees, which for purposes of this notice is defined as all individuals whose employment ended in the State of California at any time beginning one year prior to the filing of this notice, through the date of final judgment.

Summary of Labor Code Violations

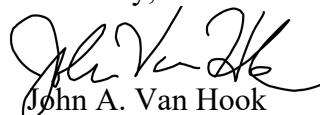
Walmart violated Labor Code §§ 201, 202, and 203 by willfully failing to pay wages due upon the separation of Chavez and the other those aggrieved employees that separated from Walmart's employment during the relevant time period.

Walmart violated Labor Code §§ 226 and 226.3 by failing to provide an itemized wage statement to Chavez with her final pay and the aggrieved employees with their final pay.

The filing fee of \$75.00 has been submitted electronically at the time of this filing. Please advise within 65 days whether the LWDA intends to investigate these alleged violations.

Please contact us at (310) 405-2426 if you have any questions.

Sincerely,


John A. Van Hook
Van Hook Law Firm

cc. Walmart Inc. c/o
CT Corporation System
Agent for Service of Process
330 N. Brand Blvd., Suite 700
Glendale, CA 91203
(VIA CERTIFIED MAIL)

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