

SALVADOR GUZMAN

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July 26, 2021

VIA ONLINE FILING

California Labor & Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Re: *Guzman v. Wal-Mart Associates, Inc.*

To Whom It May Concern:

This correspondence shall constitute written notice under Labor Code section 2699.3 of my claims against my former employer, Wal-Mart Associates, Inc. (the "Company"). Specifically, I allege that the Company:

1. Violated Labor Code §§ 226.7 and 512 by failing to pay me and other similarly situated aggrieved employees our meal period premium pay for missed meal periods at our regular rates of pay as required by these provisions. Specifically, Labor Code § 226.7(c) states that "the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided." Throughout our employment with the Company, non-exempt employees and I earned non-discretionary remuneration, including, but not limited to, MyShare Incentives, Awards and Covid pay. As these items are non-discretionary forms of remuneration, they should have been included in the regular rate of pay for purposes of paying me and other employees our meal period premium pay. However, whenever the Company paid me and other employees our meal period premium pay during pay periods in which we earned such non-discretionary remuneration, the meal period premium was always paid at our base rate of pay. Further, the Company also violated Labor Code §§ 201-203 by failing to pay other aggrieved employees and me all of the wages owed upon separation of employment due to the unpaid missed meal period premiums, and Labor Code § 226 by failing to provide accurate wage statements due to the unpaid missed meal period premiums which caused the wage statements to provide inaccurate rates of pay and gross/net wages earned.

2. Violated Labor Code §§ 201-204, and 1199 and § 5 of the applicable IWC Wage Order by failing to pay me and other similarly situated aggrieved employees reporting time pay at the regular rate of pay. Specifically, § 5 of the applicable IWC Wage Order states that reporting time pay shall be paid to the employee at the employee's "regular rate of pay." Throughout our employment with the Company, non-exempt employees and I earned non-discretionary remuneration, including, but not limited to, MyShare Incentives, Awards and Covid pay. As these items are non-discretionary forms of remuneration, they should have been included in the regular rate of pay for purposes of paying me and other employees our reporting time pay. However, whenever the Company paid me and other employees our reporting time pay during pay periods in

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which we earned such non-discretionary remuneration, the reporting time pay was always paid at our base rate of pay. Further, the Company also violated Labor Code §§ 201-203 by failing to pay other aggrieved employees and me all of the wages owed upon separation of employment due to the unpaid reporting time pay, and Labor Code § 226 by failing to provide accurate wage statements due to the unpaid reporting time pay which caused the wage statements to provide inaccurate rates of pay and gross/net wages earned.

3. Violated Labor Code §§ 201-204, 510, 558, 1194, 1197, 1197.1 by not paying proper overtime wages to me and other similarly situated aggrieved employees by failing to pay overtime at the correct rate of pay. Throughout our employment with the Company, non-exempt employees and I earned non-discretionary remuneration, including, but not limited to Covid pay. As these items are non-discretionary forms of remuneration, they should have been included in the regular rate of pay for purposes of paying me and other employees our overtime wages. However, whenever the Company paid me and other employees our overtime wages during work weeks in which we earned such non-discretionary remuneration, the overtime wages were not paid at 1.5 time the regular rate of pay as such remuneration were not factored into the regular rate of pay. Further as a result of such violations, the Company violated Labor Code §§ 201-203 by not paying employees all of their wages upon separation of employment due to the underpaid wages and Labor Code § 226(a) as the net/gross wages earned and applicable rates of pay shown on the wage statements were inaccurate due to the wage violations set forth above.

The address for the Company is:

Wal-Mart Associates, Inc.
702 S.W. 8th St.
Bentonville, Arkansas 72716

Please contact my attorney, Larry W. Lee, at the address/telephone number listed above if you have any questions regarding this matter.

Sincerely,

DocuSigned by:

0436D2a149E34FD
Salvador Guzman

cc: Wal-Mart Associates, Inc. (by certified mail)