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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

LERNA MAYES, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

WAL-MART STORES, INC., a
Delaware Corporation and DOE ONE
through and including DOE ONE-
HUNDRED,

Defendants.

Case No. 2:18-cv-02318-AB-KK

FIRST AMENDED COMPLAINT
[Class-Action and PAGA Complaint]

1. Continuing Wages, Cal. Lab. Code §§ 201, 202 and 203
2. Failure to Provide Adequate Pay Stubs, Cal. Lab. Code § 226(a)
3. Failure to Provide Reporting Time Pay, IWC Wage Order 7
4. Unfair Competition, Cal. Bus. & Prof. Code §§ 17200 *et seq.*
5. Failure to Provide Employment Records, Cal. Lab. Code § 226(b)
6. Failure to Provide Employment Records, Cal. Lab. Code § 1198.5
7. Violation of the Private Attorneys General Act of 2004, California Labor Code §§ 2698 *et seq.*

DEMAND FOR TRIAL BY JURY

1 Plaintiff Lerna Mays (“Mays”) on behalf of herself as an individual, in her
2 representative capacity on behalf of the State of California Labor & Workforce
3 Development Agency (“LWDA”) under the Labor Code Private Attorneys General Act
4 of 2004 (“PAGA”), California Labor Code (“Labor Code”) § 2698 *et seq.*, and as a
5 proposed representative of a putative class, alleges as follows:

6 **INTRODUCTION**

7 1. This is a PAGA law enforcement action and class action seeking continuing
8 wages, damages, penalties, civil penalties and attorneys’ fees and costs, including such
9 reasonable reimbursement of fees and costs as may be authorized by Section 218.5 of the
10 California Labor Code or otherwise. This Complaint asserts claims for violations of the
11 California Labor Code; violations of Wage Order 7 of the Industrial Welfare
12 Commission; violations of section 17200 *et seq.* of the California Business and
13 Professions Code; and otherwise as hereinafter alleged. The alleged violations include
14 failure to pay wages upon termination of employment, wage statement violations, and
15 unfair competition, among other claims.

16 2. The California Labor Code requires employers to provide to its employees,
17 among other things, itemized wage statements, and prompt payment of wages upon
18 termination. Defendants Wal-Mart Stores, Inc., (“Wal-Mart” or “Defendant”) and Doe
19 One through and including Doe One-Hundred failed to comply with the California Labor
20 Code requirements. Accordingly, Plaintiff seeks civil penalties on behalf of the State of
21 California and the LWDA, to be shared with all impacted employees, all in accord with
22 the extant statutory scheme.

23 3. Wal-Mart has and continues to employ tens of thousands of non-exempt
24 employees who perform a variety of duties throughout California. Plaintiff is bringing this
25 action against Defendant on behalf of all non-exempt persons employed by Wal-Mart
26 from the period of four years prior to the filing of the initial Complaint, to the date of
27 mailing of the class notice (collectively, these employees are the “Aggrieved
28 Employees”). Plaintiff is also bringing this action under PAGA on behalf of all

1 Aggrieved Employees from the period of one year prior to giving notice to the LWDA of
2 Defendant's violations to date.

3 4. Due to the illegal employment practices as more fully described herein,
4 Plaintiff, in her representative capacity, seeks civil penalties on behalf of herself and
5 other Aggrieved Employees pursuant to PAGA, against all Defendants.

6 5. Defendant has had a consistent policy and/or practice of: (1) failing to pay
7 timely its Aggrieved Employees with all wages due upon termination; (2) knowingly and
8 intentionally failing to furnish timely the proper itemized wage statements to Aggrieved
9 Employees; and (3) failing to pay reporting-time pay.

10 **JURISDICTION AND VENUE**

11 6. Jurisdiction is proper under the Class Action Fairness Act (CAFA), 28
12 U.S.C. § 1332(d)(2) because the amount in controversy exceeds \$5 million and Plaintiff
13 is a citizen of California while Defendant is a corporation incorporated under the laws of
14 the State of Delaware, and with its principal place of business in Arkansas.

15 7. Venue as to Defendant Wal-Mart is proper in this judicial district, pursuant
16 to 28 U.S.C section 1391(b)(2). Wal-Mart maintains an office, transacts business, has an
17 agent or is otherwise found in the State of California and the District and Division in
18 which this case is filed and is within the jurisdiction of this court for the purpose of
19 service of process. The unlawful acts alleged herein had a direct effect on and were
20 committed within the State of California.

21 8. This Court has jurisdiction over Wal-Mart because, upon information and
22 belief, Defendant is either a resident of California, has minimum contacts in California,
23 or otherwise intentionally avails itself of the protections of California so as to render
24 California's exercise of jurisdiction over Defendant Wal-Mart consistent with traditional
25 notions of fair play and substantial justice.

26 **PARTIES**

27 9. Lerna Mays is an individual who, during the time periods relevant to this
28 Complaint, was employed by Wal-Mart within the State of California.

1 10. Wal-Mart Stores, Inc. was and is a Delaware corporation doing business
2 within the State of California and having a principal place of business within the State of
3 California. Wal-Mart Stores, Inc.'s corporate headquarters are located in Bentonville,
4 Arkansas. Wal-Mart Associates, Inc. is merely engaged in the business of processing
5 payroll for Wal-Mart Stores, Inc. Wal-Mart Associates, Inc. was and is a Delaware
6 corporation doing business within the State of California and having a principal place of
7 business in Bentonville, Arkansas.

8 11. Defendants Doe One through and including Doe One-Hundred are sued
9 herein under the provisions of section 474 of the California Code of Civil Procedure.
10 Mays is unaware of the true names, identities, or capacities, whether corporate,
11 individual, or otherwise, of said fictitiously named Defendants, but leave of Court will be
12 prayed to amend this pleading to insert the same herein when finally ascertained. Mays is
13 informed, believes, and thereupon alleges that each of the fictitiously named Defendants
14 is an entity that, during the relevant time period, maintained a principal place of business
15 in the County of Los Angeles, State of California, and that each of the said fictitiously
16 named Defendants is legally responsible for the damages hereinafter more particularly
17 alleged.

18 **GENERAL ALLEGATIONS**

19 12. Wal-Mart Stores, Inc. employed Mays as an hourly employee, providing her
20 with vacation pay which should have been paid to her at termination, all in accord with
21 the provisions of section 227.3 of the California Labor Code ("Unless otherwise provided
22 by a collective-bargaining agreement, whenever a contract of employment or employer
23 policy provides for paid vacations, and an employee is terminated without having taken
24 off his vested vacation time, all vested vacation shall be paid to him as wages at his final
25 rate in accordance with such contract of employment or employer policy respecting
26 eligibility or time served.") Nevertheless, Plaintiff and others were not timely paid all
27 accrued vacation pay at termination, all giving rise to a right to continuing wages under
28 section 203 of the California Labor Code.

1 13. Mays was terminated on or about February 10, 2017 but was not paid her
2 full and final wages until many days later. She was subsequently paid on other, later
3 days, including on or about February 22, 2017 in the amount of \$175.32 and again later
4 on March 8, 2017 for \$23.78. Upon information and belief, Wal-Mart also failed to pay
5 timely other non-exempt employees (“Aggrieved Employees”) who quit or are
6 discharged by Wal-Mart all wages due and owing as required by sections 201, 202 and
7 203 of the Labor Code.

8 14. Wal-Mart’s policy is to devote minimal resources to the payroll accounting
9 function with the result that in practice its former employees are routinely not paid all
10 final wages owing to them in timely fashion.

11 15. When Mays received her final wage statement, Wal-Mart failed to include
12 certain required information, including but not limited to, the inclusive dates of the pay
13 period, all accumulated pay in the employee’s final pay statement, which Wal-Mart calls
14 a Final Statement of Wages, or the name and legal address of the employer, Wal-Mart
15 Stores, Inc. On information and belief, Wal-Mart failed to include required information
16 on the wage statements of other Aggrieved Employees as well, both on the final pay
17 statement and otherwise. Defendant’s failure to provide this statutorily required
18 information on wage statements has been deemed to cause injury under section
19 226(e)(2)(B) of the California Labor Code. Further, Plaintiff and other Aggrieved
20 Employees were not provided compliant wage statements when other tardy payments
21 were made to them, after their employ with Defendant had terminated. Wal-Mart also
22 failed to provide the amount of net wages earned in connection with post-termination, on-
23 cycle pay stubs issued to Plaintiff and Aggrieved Employees after the Final Statement of
24 Wages. Exhibit 8 hereto are true and correct copies of the February 23, 2017 and March
25 9, 2017 post-termination wage statements. Defendant’s post-termination wage
26 statements were confusing in that it was impossible to determine from the wage
27 statements alone whether or not Plaintiff was being paid wages or something else, such as
28 a stock purchase refund. The wage statement of February 23, 2017 claims that she is

1 being paid for “REGULAR EARNINGS,” “OVERTIME EARN,” and a “CA MEAL
2 PREM,” along with some accrued, unused vacation and “PERS pay.” The deductions
3 portion of the February 23, 2017 wage statement reflects typical Social Security and SDI
4 deductions associated with the payment of wages. The wage statement of March 9, 2017
5 indicates that Plaintiff was being paid for “OVERTIME/INCT,” and her “MYSHARE
6 INCT” bonus. The deductions portion of the March 9, 2017 wage statement reflects
7 typical Social Security and SDI deductions associated with the payment of wages.
8 Defendant’s Senior Director of Payroll Services, Diana McChristian has declared that
9 Plaintiff’s wage statement dated February 23, 2017 included an, “additional \$100
10 reflecting a stock purchase withholding that she [Plaintiff] had set up to be regularly
11 deducted from paychecks, including her final pay, but which was turned off before the
12 payroll run that held the February 23, 2017 pay date, resulting in a “reimbursement” of
13 the stock purchase withholding when her final pay was deducted from the “true up”
14 payment.” Jul. 30, 2018 McChristian Decl. [ECF Doc. 56-1] ¶ 16, Despite the
15 McChristian testimony, there is nothing on the wage statement that reflects this payment.
16 The statements made it impossible for Plaintiff to determine whether she had being
17 properly compensated for all hours worked. Further, Defendant disputes that the post-
18 termination payments made to Plaintiff are wages even though amounts are listed for
19 “Gross Pay” and “Net Pay” on the February 23, 2017 and March 9, 2017 wage statements
20 provided to Plaintiff. Defendant’s failure to provide accurate information regarding gross
21 and net wages earned has harmed Plaintiff in that she has been unable to determine
22 whether or not she has been paid correctly by Defendant. The fact that these errors
23 appear on post-termination wage statements is especially egregious because Plaintiff has
24 little recourse regarding obtaining accurate information since she no longer works for the
25 company. Defendant’s failure to provide the accurate name of the employer on wage
26 statements has injured Plaintiff by causing confusion as to who was her actual employer
27 while Plaintiff was working for Defendant. Defendant claims that Plaintiff has
28 “admitted” that Wal-Mart Associates, Inc., was her employer. However, this

1 “admission” by Plaintiff only illustrates Plaintiff’s confusion from Defendant’s deceptive
2 wage statements. During the course of Plaintiff’s employment with Defendant, wage
3 statements provided to Plaintiff previously listed “Wal-Mart Stores, Inc.” on the
4 statements. Subsequently, Defendant made the decision to list “Wal-Mart Associates,
5 Inc.” on the statements. Obviously, this change caused confusion to Plaintiff and
6 Aggrieved employees as to which was the entity that actually employed them, especially
7 considering that other documents provided to Plaintiff by Defendant clearly indicated
8 that Plaintiff was in fact employed by Wal-Mart Stores, Inc. Even prior to the 2013
9 statutory amendment of Cal. Lab. Code § 226, clarifying that the injury requirement was
10 minimal, the law was clear that injury could be established if employees were forced to
11 review other documents to secure information that was required to be provided on the
12 wage statements. E.g. Jaimez v. Daiohs USA, Inc., 181 Cal. App. 4th 1286, 1306-07
13 (2010); McKenzie v. Federal Express Corp., 765 F.Supp.2d 1222, 1229 (C.D. Cal. 2011);
14 Elliot v. Spherion Pac. Work, LLC, 572 F.Supp.2d 1169, 1181 (C.D. Cal. 2008).

15 16. Mays had vacation time accrued but was not paid for such time at the
16 termination of her employment. Upon information and belief, other Aggrieved
17 Employees were not paid their accrued vacation time upon resignation or discharge as
18 well.

19 17. Upon information and belief, on her final day of work, Mays reported to
20 work but was sent home early without being paid proper reporting-time pay. Upon
21 information and belief, Wal-Mart also failed to pay other Aggrieved Employees for
22 reporting time pay owed to them.

23 18. At all relevant times herein, section 201 of the California Labor Code has
24 stated that, “[i]f an employer discharges an employee, the wages earned and unpaid at the
25 time of discharge are due and payable immediately.” Cal. Lab. Code § 201(a). Similarly,
26 section 202 of the Labor Code has stated that, “[i]f an employee . . . quits his or her
27 employment, his or her wages shall become due and payable not later than 72 hours
28 thereafter, unless the employee has given 72 hours previous notice of his or her intention

1 to quit, in which case the employee is entitled to his or her wages at the time of quitting.”
2 Id. § 202(a).

3 19. According to section 203 of the Labor Code, “[i]f an employer willfully fails
4 to pay, without abatement or reduction, in accordance with Sections 201[or] 202, . . . any
5 wages of an employee who is discharged or who quits, the wages of the employee shall
6 continue as a penalty from the due date thereof at the same rate until paid or until an
7 action therefor is commenced; but the wages shall not continue for more than 30 days.”
8 Id. § 203(a).

9 20. At all relevant times herein, section 227.3 of the California Labor Code has
10 stated:

11 [W]henever a contract of employment or employer policy provides for paid
12 vacations, and an employee is terminated without having taken off his vested
13 vacation time, all vested vacation shall be paid to him as wages at his final
14 rate in accordance with such contract of employment or employer policy
15 respecting eligibility or time served

16 Id. § 227.3.

17 21. Wal-Mart did not compensate Mays and Aggrieved Employees as required
18 by sections 201 through 203 of the Labor Code, nor did Wal-Mart compensate them as
19 required by section 227.3 of the Labor Code.

20 22. Mays is informed, believes, and thereupon alleges that, in addition to failing
21 to pay her all wages due and owing upon the end of her employment, Wal-Mart has failed
22 to pay its quitting and/or discharged Aggrieved Employees as required by sections 201
23 through 203 of the Labor Code. Specifically, Wal-Mart’s policy and practice is to pay its
24 quitting and discharged Aggrieved Employees in tardy fashion, not on the date that the
25 Aggrieved Employee quits or is terminated, but rather on a subsequent date, after Wal-
26 Mart’s underfunded payroll department assembles the data required to make the accrued
27 payments. Furthermore, Wal-Mart failed to pay on time its resigning and discharged
28 Aggrieved Employees all accrued vacation pay.

23. With respect to reporting time pay, Industrial Welfare Commission Wage Order 7, provided, in relevant part:

5. REPORTING TIME PAY

(A) Each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than (4) hours, at the employee's regular rate of pay, which shall not be less than the minimum wage.

...

7. RECORDS

(A) Every employer shall keep accurate information with respect to each employee including the following:

- (1) Full name, home address, occupation and social security number.
- (2) Birth date, if under 18 years, and designation as a minor.
- (3) Time records showing when the employee begins and ends each work period. Meal periods, split shift intervals and total daily hours worked shall also be recorded. Meal periods during which operations cease and authorized rest periods need not be recorded.
- (4) Total wages paid each payroll period, including value of board, lodging, or other compensation actually furnished to the employee.
- (5) Total hours worked in the payroll period and applicable rates of pay.

This information shall be made readily available to the employee upon reasonable request.

(B) Every employer shall semimonthly or at the time of each payment of wages furnish each employee, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately, an itemized statement in writing showing: (1) all deductions; (2) the inclusive dates of

1 the period for which the employee is paid; (3) the name of the employee or
 2 the employee's social security number; and (4) the name of the employer,
 3 provided all deductions made on written orders of the employee may be
 4 aggregated and shown as one item.

5 8 Cal. Code Regs. § 11070. California's Industrial Welfare Commission Wage Orders
 6 provide expansive protection to hourly workers.

7 24. At all relevant times mentioned herein, section 1198 of the California Labor
 8 Code provided:

9 The maximum hours of work and the standard conditions of labor fixed by
 10 the commission shall be the maximum hours of work and the standard
 11 conditions of labor for employees. The employment of any employee for
 12 longer hours than those fixed by the order or under conditions of labor
 13 prohibited by the order is unlawful.

14 Cal. Lab. Code § 1198. Section 1198 refers to "conditions of labor prohibited by the
 15 order [of the IWC]" and therefore incorporates by reference Wage Order Number 7 of the
 16 IWC. Mays was scheduled to work but was sent home without completing more than
 17 half of her regularly scheduled shift. By failing to pay Mays for her hours of reporting-
 18 time pay, Defendant violated section 1198 by employing Plaintiff "under conditions of
 19 labor prohibited by the order." Cal. Lab. Code § 1198.

20 25. At all times relevant herein, section 204 of the California Labor Code
 21 provided in part:

22 All wages, other than those mentioned in Section 201, 201.3, 202, 204.1, or
 23 204.2, earned by any person in any employment are due and payable twice
 24 during each calendar month, on days designated in advance by the employer
 25 as the regular paydays. Labor performed between the 1st and 15th days,
 26 inclusive, of any calendar month shall be paid for between the 16th and the
 27 26th day of the month during which the labor was performed, and labor
 28 performed between the 16th and the last day, inclusive, of any calendar

1 month, shall be paid for between the 1st and 10th day of the following
2 month.

3 Cal. Lab. Code § 204. Wal-Mart did not compensate Mays and Aggrieved Employees by
4 timely paying all earned wages, in violation of section 204 of the Labor Code.

5 26. In addition to failing to pay Plaintiff and the Aggrieved Employees on the
6 date contemplated by sections 201 through 203 of the Labor Code, Wal-Mart failed to
7 provide Plaintiff and the Aggrieved Employees pay stubs that contain all of the
8 information required by section 226 of the Labor Code. Section 226 states:

9 Every employer shall, semimonthly or at the time of each payment of wages,
10 furnish each of his or her employees, either as a detachable part of the check,
11 draft, or voucher paying the employee's wages, or separately when wages
12 are paid by personal check or cash, an accurate itemized statement in writing
13 showing (1) gross wages earned, (2) total hours worked by the employee,
14 except for any employee whose compensation is solely based on a salary and
15 who is exempt from payment of overtime under subdivision (a) of Section
16 515 or any applicable order of the Industrial Welfare Commission, (3) the
17 number of piece-rate units earned and any applicable piece rate if the
18 employee is paid on a piece-rate basis, (4) all deductions, provided that all
19 deductions made on written orders of the employee may be aggregated and
20 shown as one item, (5) net wages earned, (6) the inclusive dates of the
21 period for which the employee is paid, (7) the name of the employee and his
22 or her social security number, except that by January 1, 2008, only the last
23 four digits of his or her social security number or an employee identification
24 number other than a social security number may be shown on the itemized
25 statement, (8) the name and address of the legal entity that is the employer,
26 and (9) all applicable hourly rates in effect during the pay period and the
27 corresponding number of hours worked at each hourly rate by the employee.

28 Cal. Lab. Code § 226(a). Mays's pay stub demonstrates that Wal-Mart fails to include

1 the data required by section 226(a), including but not limited to the “inclusive dates of the
2 period for which the employee is paid,” all accumulated vacation pay earned in the
3 employee’s final pay statement, and the name and address of the entity that is the
4 employer.

5 27. Mays’s employer was Wal-Mart Stores, Inc, see e.g., Exhibit 3 showing
6 Wal-Mart Stores, Inc. as the employer in Mays’s application in 2007; Exhibit 4 showing
7 Wal-Mart Stores, Inc. as the employer in 2016 in her promotion papers; and Exhibit 5
8 showing Wal-Mart Stores, Inc. as the employer at the time she was terminated in
9 February 2017. Nevertheless, her final wage statement incorrectly shows Wal-Mart
10 Associates, Inc. as the employer. Exhibit 1, Mays’s final wage statement.

11 28. At all times relevant herein, sections 226 (b), (c), and (f) of the California
12 Labor Code further provided in part:

13 (b) An employer that is required by this code or any regulation adopted pursuant to
14 this code to keep the information required by subdivision (a) shall afford current
15 and former employees the right to inspect or copy records pertaining to their
16 employment, upon reasonable request to the employer.

17 . . .

18 (c) An employer who receives a written or oral request to inspect or copy records
19 pursuant to subdivision (b) pertaining to a current or former employee shall
20 comply with the request as soon as practicable, but no later than 21 calendar days
21 from the date of the request.

22 . . .

23 (f) A failure by an employer to permit a current or former employee to inspect or
24 copy records within the time set forth in subdivision (c) entitles the current or
25 former employee or the Labor Commissioner to recover a seven-hundred-fifty-
26 dollar (\$750) penalty from the employer.

27 29. On March 17, 2017 Plaintiff requested her employment records from Wal-
28 Mart but it failed to provide the records within the time period required by section 226(c).

30. At all times relevant herein, section 1198.5 of the California Labor Code provided in part:

(a) Every current and former employee, or his or her representative, has the right to inspect and receive a copy of the personnel records that the employer maintains relating to the employee's performance or to any grievance concerning the employee.

(b) (1) The employer shall make the contents of those personnel records available for inspection to the current or former employee, or his or her representative, at reasonable intervals and at reasonable times, but not later than 30 calendar days from the date the employer receives a written request . . .

31. On March 17, 2017 Plaintiff requested her employment records from Defendant but it failed to provide complete records within the time periods required by section 1198.5(b)(1).

PLAINTIFF'S CLASS-ACTION ALLEGATIONS

32. The Class represented by Mays consists of all individuals who received a pay stub from Wal-Mart in the State of California at any time during the four years before the filing of the Complaint to the date of mailing of the class notice filing a motion for certification (the "Class" and the members are "Class Members").

33. The number of persons within the Class is great, believed to be in excess of ten thousand. It is therefore impractical to join each Class Member as a named plaintiff. Accordingly, the utilization of a class action is the most economically feasible means of determining the merits of this litigation.

34. Despite the numerosity of the Members of the Class, membership within it is readily ascertainable through an examination of the records that Wal-Mart is required by law to keep and that it has kept. Likewise, the dollar amounts owed to Mays and Class Members are readily ascertainable by an examination of the same records. For example, with respect to Defendant's violations of section 226(a)(8) of the California Labor Code, the damages owing to each Class Member equals the sum of \$50 (for the initial wage

1 statement issued to the employee during the period commencing one year prior to the
2 filing of the Complaint) and the product of the number of further wage statements issued
3 to the employee and \$100, with a per employee cap of \$4,000.

4 35. The Class is proper insofar as common questions of fact and of law
5 predominate over individual issues regarding the money owed to each Class Member.

6 36. There is a well-defined community of interest in the questions of law and
7 fact common to the Class. The key questions are the same for each Class Member,
8 namely, (a) Whether such Class Member as an employee of Wal-Mart within California
9 was paid proper reporting time pay; (b) Whether such Class Member discharged by Wal-
10 Mart or did such Class Member quit his or her employment with Wal-Mart; (c) Whether
11 such Class Member paid his or her wages at the time of discharge or quitting, as provided
12 for by sections 201, 202, and 203 227.3 of the Labor Code; (d) Whether each Class
13 Member received proper wage statements; and (e) Whether Wal-Mart's failure to show
14 all accumulated vacation pay earned in the employee's final pay statement, failure to
15 show the "inclusive dates of the of the period for which the employee is paid," or failure
16 to list the legal name and address of the employer constitutes a violation of section 226.

17 37. Mays's claims are typical of the claims of Class Members, which all arise
18 out of the same general operative facts, namely, that Wal-Mart has a policy and practice
19 of devoting such insufficient funds to the payroll accounting function that it routinely
20 fails to pay its discharged and quitting employees according to the timing rules in
21 sections 201 and 202 of the Labor Code, that Wal-Mart's pay stubs fail to include all of
22 the information required by the Labor Code, and that Wal-Mart does not pay proper
23 reporting-time pay. Mays has no conflict of interest with Class Members, and she is able
24 to represent their interests fairly and adequately.

25 38. A class action is a far-superior method for the fair and efficient adjudication
26 of this controversy for a number of reasons. First, the persons within the Class are
27 numerous, and joinder of all of them is impractical. Second, the disposition of all Class
28 Members' claims in a single class action rather than in individual actions will benefit

both the parties and the Court. In that regard, the claims of each individual Class Member are too small to litigate individually, and the commencement of thousands of separate actions would lead to an undue burden on scarce judicial and administrative resources. The alternative of individual proceedings before California's Labor Commissioner is impractical inasmuch as that agency has insufficient resources to process such claims promptly, and, under the provisions of California Labor Code section 98.2, if the individual Class Members were to succeed in obtaining awards in their favor, such awards would be appealable as a matter of right for a *de novo* trial in Superior Court, leading to a multiplicity of such trials in that court. In addition, absent class treatment, employees will most likely be unable to secure redress given the time and expense necessary to pursue individual claims, and individual Class Members will likely be unable to retain counsel willing to prosecute their claims on an individual basis given the small amount of recovery. As a practical matter, denial of class treatment will lead to denial of recovery to the individual Class Members.

39. The interest of each Class Member in controlling the prosecution of his or her individual claim against Wal-Mart is small when compared with the efficiency of a class action.

PAGA REPRESENTATIVE ACTION ALLEGATIONS

40. On or about June 14, 2017, Plaintiff gave written notice by certified mail and online filing of Defendant's violations of various provisions of the California Labor Code as alleged in this Complaint to the Labor and Workforce Development Agency ("LWDA") and Defendant. Letter from Alan Harris to the LWDA and Defendant (June 14, 2017) attached hereto as Exhibit 2.

41. More than sixty-five days have passed from the date of Plaintiff's notice to the LWDA and Plaintiff has not been notified by the LWDA that it intends to investigate Plaintiff's allegations. Therefore, pursuant to section 2699.3(a)(2)(A), Plaintiff "may commence a civil action pursuant to Section 2699." Cal. Lab. Code § 2699.3(a)(2)(A).

42. Plaintiff is informed and believes and thereon alleges that Defendant has

1 routinely failed to provide Plaintiff and other Aggrieved Employees with the prompt
 2 payment of wages and vacation pay upon termination of employment, reporting time pay,
 3 and proper itemized wage statements.

4 43. Plaintiff alleges that Defendant violated PAGA in the following ways: (1)
 5 failing to timely pay all wages in violation of Labor Code §§ 201, 202, 203, 204, and
 6 227.3; (2) willfully failing to provide Aggrieved Employees with proper itemized wage
 7 statements in violation of Labor Code § 226(a); (3) failing to pay proper reporting-time
 8 pay under Labor Code § 1198 and Wage Order 7; and (4) failing to timely and properly
 9 respond to Labor Code section 226(b) and 1198.5 requests for employment records.
 10 “PAGA actions can serve to *indirectly* enforce certain wage order provisions by
 11 enforcing *statutes* that require compliance with wage orders (e.g., § 1198, which prohibits
 12 longer work hours than those fixed by wage order or employment under conditions
 13 prohibited by a wage order).” Thurman v. Bayshore Transit Mgmt., Inc., 203 Cal. App.
 14 4th 1112, 1132 (2012).

15 **FIRST CAUSE OF ACTION**

16 Continuing Wages, Cal. Lab. Code §§ 201, 202, 203, 227.3
 17 (On Behalf of Plaintiff Individually and the Class Against All Defendants)

18 44. Plaintiff re-pleads, re-alleges, and incorporates by reference each and every
 19 paragraph set forth in this Complaint.

20 45. Section 203 of the Labor Code states that, “[i]f an employer willfully fails to
 21 pay, without abatement or reduction, in accordance with Sections 201 [or] 202, . . . any
 22 wages of an employee who is discharged or who quits, the wages of the employee shall
 23 continue as a penalty from the due date thereof at the same rate until paid or until an
 24 action therefor is commenced; but the wages shall not continue for more than 30 days.”
 25 Cal. Lab. Code § 203(a).

26 46. Wal-Mart did not compensate Mays and Class Members as required by
 27 sections 201 through 203 of the Labor Code, as she should have been paid all earned
 28 wages on February 10, 2017. Instead, she was not paid until much later. In addition,
 Wal-Mart did not pay Mays’s accrued vacation pay. In like regard, Wal-Mart has not

1 compensated its other discharged and quitting employees as required by sections 201
2 through 203 and 227.3 of the Labor Code.

3 47. Wal-Mart's failure to compensate Mays and Class Members within the time
4 provided by sections 201 and 202 of the Labor Code, despite knowledge of its obligation
5 to do so, was "willful" as the word is used in section 203 of the Labor Code.

6 48. Mays and Class Members are, accordingly, entitled to continuing wages
7 from Wal-Mart in an amount to be determined by proof. Plaintiff is also entitled to
8 recover costs and reasonable attorneys' fees under section 218.5 of the California Labor
9 Code.

10 **SECOND CAUSE OF ACTION**

11 Failure to Provide Adequate Pay Stubs, Cal. Lab. Code § 226(a)
(On Behalf of Plaintiff Individually and the Class Against All Defendants)

12 49. Plaintiff re-pleads, re-alleges, and incorporates by reference each and every
13 paragraph set forth in this Complaint.

14 50. Section 226 of the Labor Code states:

15 An employee suffering injury as a result of a knowing and intentional failure
16 by an employer to comply with subdivision (a) is entitled to recover the
17 greater of all actual damages or fifty dollars (\$50) for the initial pay period
18 in which a violation occurs and one hundred dollars (\$100) per employee for
19 each violation in a subsequent pay period, not exceeding an aggregate
20 penalty of four thousand dollars (\$4,000), and is entitled to an award of costs
21 and reasonable attorney's fees.

22 Id. § 226(e).

23 51. Wal-Mart failed to provide Mays and Class Members with pay stubs
24 conforming to the requirements of section 226(a) of the Labor Code by failing to always
25 designate "inclusive dates of the period for which the employee is paid," failure to show
26 all accumulated vacation pay earned in the employee's final pay statement, failure to
27 accurately list the gross and net wages paid, or the name and address of the legal entity
28 that is the employer. As described in Paragraph 15 above, Defendant's defective wage

1 statements injured Plaintiff and Aggrieved Employees.

2 52. According to Mays's employment records, the employer is Wal-Mart Stores,
3 Inc. but her wage statements, and those issued to other Aggrieved Employees, incorrectly
4 lists Wal-Mart Associates, Inc. as the employer. See, e.g., Exhibit 3 showing Wal-Mart
5 Stores, Inc. as the employer in Mays's application in 2007; Exhibit 4 showing Wal-Mart
6 Stores, Inc. as the employer in 2016 in her promotion papers; and Exhibit 5 showing
7 Wal-Mart Stores, Inc. as the employer at the time she was terminated in February 2017.
8 Accordingly, Mays and Class Members are entitled to damages, to costs, and to
9 reasonable attorney's fees in accordance with the provisions of Labor Code section
10 226(e). Plaintiff was not employed by Wal-Mart Associates, Inc., an entity which merely
11 was engaged in the business of "Payroll Processing," as detailed by it on the Statement of
12 Information filed by it with the Secretary of State of the State of California on September
13 8, 2017 (Exhibit 6), and on August 30, 2016 (Exhibit 7).

14 **THIRD CAUSE OF ACTION**

15 Failure to Pay Reporting Time Wages, Cal. Lab. Code §§ 204 and 1198, and Industrial
16 Welfare Commission Wage Order 7

17 (On Behalf of Plaintiff Individually and the Class Against All Defendants)

18 53. Plaintiff repleads, realleges, and incorporates by reference each and every
19 allegation set forth in the Complaint.

20 54. Mays was not paid her reporting time wages as required by sections 204 and
21 1198 of the California Labor Code and Industrial Welfare Commission Wage Order 7.
22 Upon information and belief, Mays was not compensated for reporting-time pay when,
23 for example, she came in to work but was sent home without completing more than half
24 of her shift.

25 55. Plaintiff and Class Members who were not paid their reporting time wages
26 are entitled to payment of same, along with interest, costs and reasonable attorneys' fees
27 under section 218.5 of the California Labor Code.
28

FOURTH CAUSE OF ACTION

Unfair Competition, Cal. Bus. & Prof. Code §§ 17200 *et seq.*
(On Behalf of Plaintiff Individually and the Class Against All Defendants)

56. Plaintiff re-pleads, re-alleges, and incorporates by reference each and every paragraph set forth in this Complaint.

57. Mays is suing both in her individual capacity and on behalf of the general public, and she is a proper representative plaintiff because she has suffered direct harm from the illegal business practices herein alleged.

58. Beginning at an exact date unknown to Mays, Wal-Mart has committed acts of unlawful, unfair, and/or fraudulent business practices as defined in California Business and Professions Code section 17200 *et seq.* by failing to pay its quitting and discharged employees in accordance with sections 201, 202, 203, 204, and 227.3 of the Labor Code, by failing to pay employees reporting time to which they are entitled and by providing pay-stubs that do not provide all of the data required by section 226 of the Labor Code.

59. The acts and practices as described in the paragraph above violate Business and Professions Code section 17200 *et seq.* in the following respects:

- (a) Wal-Mart's policy and practice of failing to pay its discharged and quitting employees at the time of termination all earned wages violates sections 201, 202, 203, and 227.3 of the Labor Code and, consequently, constitutes an unlawful business act or practice within the meaning of section 17200 *et seq.*;
- (b) Wal-Mart's policy and practice of failing to provide all required data on its pay stubs violates section 226 of the California Labor Code and, consequently, constitutes an unlawful business act or practice within the meaning of 17200 *et seq.*
- (c) Wal-Mart's policy and practice of failing to pay reporting-time pay upon as required by Wage Order 7 and Labor Code §§ 204 and 1198, constitutes an unlawful business act or practice within the meaning of 17200 *et seq.*

60. Under section 17200 *et seq.*, this Court is authorized to enter such judgment

1 or order as may be necessary to restore to any person in interest the money or property
2 acquired by Wal-Mart through its unlawful and unfair business practices. Cal. Bus. &
3 Prof. Code § 17203.

4 61. Mays and Class Members are, therefore, entitled to a judgment of this Court
5 requiring Wal-Mart to pay both the wages and the continuing wages to which such
6 individuals were and are entitled but which have been denied them by reason of Wal-
7 Mart's conduct alleged herein. In other words, Wal-Mart's employees are entitled to
8 restitution of the wages and continuing wages improperly withheld by Wal-Mart, as such
9 funds should be distributed to the individuals who are rightfully entitled to such monies.

10 62. Mays is a proper person to bring this litigation as a "representative action" to
11 compel restitution. She is a person who has suffered damage as a result of the unlawful
12 actions of Wal-Mart herein alleged. The actions of Wal-Mart herein alleged are in
13 violation of statute and are in contravention of established public policy, and,
14 accordingly, a court order compelling Wal-Mart to cease and desist from such actions and
15 to make restitution is a vindication of an important public right. The extent to which
16 Wal-Mart has been unjustly enriched as a result of its unlawful and unfair business
17 practices is a matter that can be ascertained by an examination of the payroll and
18 accounting records that Wal-Mart is required by law to keep and maintain and that Wal-
19 Mart has kept and maintained.

20 63. The identity of the persons to whom restitution should be made is a matter
21 that can be ascertained from those records that Wal-Mart is required by law to keep and
22 maintain and that Wal-Mart has kept and maintained.

23 64. Mays's efforts in securing the requested relief will result "in the enforcement
24 of an important right affecting the public interest," as "a significant benefit, whether
25 pecuniary or nonpecuniary, [will] be[] conferred on . . . a large class of persons." Cal.
26 Civ. Proc. Code § 1021.5. Moreover, because "the necessity and financial burden of
27 private enforcement . . . are such as to make [an attorney's fee] award appropriate, and
28 [because attorney's] fees should not in the interest of justice be paid out of the recovery,

1 if any,” *id.*, Mays requests that the Court also award reasonable attorney’s fees pursuant
2 to the provisions of section 1021.5 of the California Code of Civil Procedure.

3 65. In addition, Mays and Class Members have no plain, speedy, or adequate
4 remedy at law, inasmuch as Wal-Mart, unless enjoined by an order of this Court, will
5 continue to violate systematically the provisions of sections 201, 202, 203, 204, 227.3,
6 and 226 of the California Labor Code.

7 66. Accordingly, injunctive relief is proper and necessary pursuant to section
8 17203 of the California Business and Professions Code.

9 67. Pursuant to section 17205, the remedies and penalties provided by section
10 17200 *et seq.* are cumulative to the remedies and penalties available under all other laws
11 of this state.

12 **FIFTH CAUSE OF ACTION**

13 Failure to Provide Employment Records Upon Request Cal. Lab. Code § 226(b)
14 (On Behalf of Plaintiff Individually Against All Defendants)

15 68. Plaintiff realleges and incorporates herein by reference the allegations
16 contained in this Complaint as though fully set forth herein.

17 69. Pursuant to Labor Code section 226(b), an employer shall afford current and
18 former employees the right to inspect or copy the records pertaining to that current or
19 former employee, upon reasonable request to the employer.

20 70. Plaintiff requested that Defendant permit inspection or copying of their
21 employment records pursuant to Labor Code section 226(b). Defendant has failed to
22 provide Plaintiff with an opportunity to inspect or copy her employment records within
23 21 days of her request.

24 71. Pursuant to Labor Code Section 226(f), Plaintiff is entitled, and hereby seeks
25 to recover from Defendant a seven-hundred-fifty dollar (\$750) penalty for each violation,
26 reasonable attorney’s fees, and the costs of bringing this cause of action.
27
28

SIXTH CAUSE OF ACTION

Failure to Provide Employment Records Upon Request Cal. Lab. Code § 1198.5
(On Behalf of Plaintiff Individually Against All Defendants)

72. Plaintiff realleges and incorporates herein by reference the allegations contained in this Complaint as though fully set forth herein.

73. Pursuant to Labor Code section 1198.5, an employer shall afford current and former employees the right to inspect or copy the records pertaining to that current or former employee, upon reasonable request to the employer.

74. Plaintiff has requested that Defendant permit inspection or copying of his employment records pursuant to Labor Code section 1198.5. Defendant failed to provide Plaintiff with complete records.

75. Pursuant to Labor Code Section 1198.5(k), Plaintiff is entitled, and hereby seeks to recover from Defendant a seven-hundred-fifty dollar (\$750) penalty for each violation, reasonable attorney's fees, and the costs of bringing this cause of action.

SEVENTH CAUSE OF ACTION

Civil Penalties, Cal. Lab. Code §§ 2698 *et seq.*
(On behalf of Plaintiff, the State of California and on behalf of the Aggrieved Employees
Against Defendant Wal-Mart)

76. Plaintiff repleads, realleges, and incorporates by reference each and every allegation set forth in the Complaint.

77. Plaintiff is an "aggrieved employee" under PAGA, as she was employed by Defendant during the applicable statutory period and suffered one or more of the Labor Code Violations set forth herein. Accordingly, she seeks to recover on behalf of herself and all other current and former Aggrieved Employees of Defendant, the civil penalties for which provision is made by PAGA, as well as reasonable attorney's fees and costs.

78. Pursuant to section 2699.3(a)(1) of the Labor Code, on June 14, 2017, Plaintiff gave written notice to the California Labor and Workforce Development Agency ("LWDA") of the specific provisions of the Labor Code alleged to have been violated by Defendant, including the theories set forth in this Complaint. Also on that day, Plaintiff gave written notice by certified mail to Defendant of the specific provisions of the Labor

1 Code alleged to have been violated by Defendant.

2 79. More than sixty-five days have passed from the date of Plaintiff's notice to
3 the LWDA and Plaintiff has not been notified by the LWDA that it intends to investigate
4 Plaintiff's allegations. Therefore, Plaintiff, pursuant to section 2699.3(a)(2)(A), "may
5 commence a civil action pursuant to Section 2699." Cal. Lab. Code § 2699.3(a)(2)(A).

6 80. Plaintiff seeks to recover the PAGA civil penalties through a representative
7 action permitted by PAGA and the California Supreme Court in Arias v. Superior Court,
8 46 Cal. 4th 969 (2009). Therefore, class certification of the PAGA claims is not required.

9 81. Plaintiff seeks civil penalties pursuant to PAGA for violations of the
10 following Labor Code provisions:

- 11 a. Failure to provide itemized wage statements to Aggrieved Employees in
12 violation of Labor Code § 226(a), not even identifying the legal name and
13 address of the employer;
- 14 b. Failure to timely pay all wages due to Aggrieved Employees in violation of
15 Labor Code §§ 201, 202, 203 and 227.3.
- 16 c. Failure to pay reporting-time pay in violation of Labor Code §§ 204 and 1198.
- 17 d. Failure to provide employment records in violation of Labor Code § 226(b).
- 18 e. Failure to provide employment records in violation of Labor Code § 1198.5.

19 82. Labor Code §§ 2699 *et seq.* imposes a civil penalty of one hundred dollars
20 (\$100) per pay period, per aggrieved employee for initial violations, and two hundred
21 dollars (\$200) per pay period, per aggrieved employee for subsequent violations for all
22 Labor Code provisions for which a civil penalty is not specifically provided, including the
23 applicable Wage Order.

24 **WHEREFORE**, Plaintiff prays for judgment as follows:

- 25 1. That the Court certify the proposed Class.
- 26 2. With respect to the First Cause of Action, that it be adjudged that the failure
27 of Defendant to make payments of wages in accordance with sections 201, 202, 203, and
28 227.3 of the Labor Code was and is "willful" as that word is used in section 203 of the

1 Labor Code and that the Court award Plaintiff and Class Members continuing wages for
2 up to thirty days, as well as attorney's fees and costs pursuant to section 218.5 of the
3 Labor Code.

4 3. With respect to the Second Cause of Action, that the Court enter judgment in
5 favor of Plaintiff and Class Members in an amount to be established by proof, as well as
6 costs and attorney's fees, in accordance with section 226(e) of the Labor Code.

7 4. With respect to the Third Cause of Action, it be adjudged that the failure of
8 Defendant to make payment of Plaintiff and Class Members' reporting time wages was in
9 violation of sections 204 and 1198 and Industrial Welfare Commission Wage Order 7 and
10 entitles Plaintiff to a judgment against Defendant in the amount according to proof,
11 interest, and attorneys' fees and costs pursuant to section 218.5 of the Labor Code.

12 5. With respect to the Fourth Cause of Action, that it be adjudged that the
13 failure of Defendant to make payments of wages in accordance with sections 201, 202,
14 203, 204, 227.3 and 1198 of the Labor Code and Industrial Welfare Commission Wage
15 Order 7 violated section 17200 *et seq.* of the Business and Professions Code.
16 Accordingly, Plaintiff requests that the Court order Defendant to pay restitution to
17 Members of the Class in the form of the wages and continuing wages unlawfully retained
18 by Defendant, with interest. Finally, Plaintiff requests that the Court award her
19 reasonable attorney's fees and costs incurred in the prosecution of the fourth cause of
20 action pursuant to section 1021.5 of the Code of Civil Procedure.

21 6. With respect to the Fifth Cause of Action, that this Court award Plaintiff
22 \$750 and reasonable attorneys' fees and costs pursuant to Labor Code sections 226(f).

23 7. With respect to the Sixth Cause of Action, that this Court award Plaintiff
24 \$750 and reasonable attorneys' fees and costs pursuant to Labor Code section 1198.5(k).

25 8. With respect to the Seventh Cause of Action, that this Court award Plaintiff
26 and other Aggrieved Employees their civil penalties, attorneys' fees, and costs of suit, all
27 according to proof, pursuant to Labor Code Section 2698, *et seq.*
28

1 9. For such other and further relief as this Court may deem fit and proper.

2 10. Plaintiff demands a trial by jury as to all causes of action.

3
4 DATED: September 12, 2018

HARRIS & RUBLE

5
6 /s/ Alan Harris

7 Alan Harris

8 Attorney for Plaintiff
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Index to Exhibits

Exhibit 1 – Plaintiff’s Final Wage Statement.

Exhibit 2 – PAGA Notice to LWDA and Employer.

Exhibit 3 – Plaintiff’s Wal-Mart Stores, Inc. application in 2007.

Exhibit 4 – Plaintiff’s papers related to a promotion with Wal-Mart Stores, Inc. in 2016.

Exhibit 5 – Plaintiff’s separation papers showing Wal-Mart Stores, Inc. as the employer.

Exhibit 6 – Wal-Mart Associates, Inc. Statement of Information as filed with the California Secretary of State, dated September 8, 2017.

Exhibit 7 – Wal-Mart Associates, Inc. Statement of Information as filed with the California Secretary of State, dated August 30, 2016.

Exhibit 8 - February 23, 2017 and March 9, 2017 post-termination wage statements

Exhibit 1



Statement of Final Pay

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

LERNA M MAYS	<table><tr><th>Payee</th><th>Type</th><th>Account #</th><th>Amount</th></tr><tr><td></td><td>CHECK DEPOSIT</td><td></td><td>\$1,307.81</td></tr><tr><td colspan="3">Amount Due To Associate</td><td>1307.81</td></tr></table>	Payee	Type	Account #	Amount		CHECK DEPOSIT		\$1,307.81	Amount Due To Associate			1307.81
Payee	Type	Account #	Amount										
	CHECK DEPOSIT		\$1,307.81										
Amount Due To Associate			1307.81										
Date 02-10-2017													

W4 Withholding:	Tax Method:	Pay Category:	Exemptions:	Additional Withholding:
Federal		Hourly		\$0.00

Note: State and local W4 information is not available at this time.

Description	Rate	Hours	Earnings	Year to Date	Type of Deductions	Taxes / Deductions	Year to Date
REGULAR EARNING	\$14.7900	36.00	\$532.44	\$3,709.18	FEDERAL TAX	\$195.77	\$672.77
OVERTIME EARN	\$22.1850	0.35	\$7.76	\$154.41	SOCIAL SECURITY	\$150.28	\$525.78
PERS P/OUNUSED	\$14.7900	14.44	\$213.57	\$213.57	CALIFORNIA	\$57.13	\$176.64
PTO P/O UNUSED	\$14.7900	83.92	\$1,241.18	\$2,416.97	SDI	\$4.59	\$38.18
PTO PAY			\$0.00	\$591.73	INS DEP LIFE	\$0.36	\$2.54
CO STK CONT			\$0.00	\$270.00	INS LTD	\$8.78	\$31.18
					INS DEN U *	\$9.70	\$67.89
SICK AVAILABLE		30.27			INS AD&D U *	\$0.32	\$2.23
					INS MED U HMO*	\$18.50	\$128.47
					401K *	\$139.65	\$496.02
					ACCIDENT *	\$0.67	\$4.69
					CO STK CONT	\$0.00	\$270.00
					STOCK PURCH	\$100.00	\$2,400.00
					INS VIS *	\$1.38	\$9.65
					CHECK DEPOSIT	\$1,307.81	\$4,529.82

	Earnings	Taxes	Deductions	Net Pay		Deposit No.	Amt. of Deposit
Current	\$1,994.94	\$407.77	\$279.36	\$1,307.81			
Year to Date	\$7,085.86	\$1,413.37	\$1,142.67	\$4,529.82			\$ 1307.81

I have reviewed the above pay stub in its entirety and certify that I have received the payment of wages and other pay currently due.

Signature: _____

Date: _____

Method of Payment: _____

Reference #: _____

Exhibit 2

HARRIS & RUBLE

ATTORNEYS AND COUNSELORS AT LAW

SOUTHERN CALIFORNIA OFFICE:

655 NORTH CENTRAL AVE 17th FL
GLENDALE CA 91203
TELEPHONE: 323 962 3777
FAX: 323 962 3004
www.harrisandruble.com

ALAN HARRIS
MARCELLA RUBLE*

DAVID GARRETT
PRIYA MOHAN
MIN JI GAL

*RETIRED

NORTHERN CALIFORNIA OFFICE:

116 E. BLITHEDALE AVE SUITE 2
MILL VALLEY, CA 94541
TELEPHONE: 415 388 8788
FAX: 415 388 8770

June 14, 2017

California Labor & Workforce Development Agency

Re: *Lerna Mays v. Wal-Mart Stores, Inc.*, PAGA Notice

To whom it may concern:

Pursuant to the applicable provisions of the California Labor Code Private Attorneys General Act, Lerna Mays ("Plaintiff"), hereby alleges with respect to her employment with Wal-Mart Stores, Inc. and Wal-Mart Associates, Inc. (collectively "Wal-Mart"), that Wal-Mart violated provisions of the California Labor Code.

The California Labor Code requires employers to provide to its employees, among other things, itemized wage statements, and prompt payment of wages upon termination. Wal-Mart failed to comply with the California Labor Code requirements and accordingly Plaintiff seeks civil penalties on behalf of the State of California Labor and Workforce Development Agency, to be shared with all impacted employees, all in accord with the extant statutory scheme.

Wal-Mart terminated Plaintiff's employment effective February 10, 2017 but did not pay her all wages owing to her until on or about March 8, 2017. In addition to failing to pay Plaintiff all wages due and owing at the end of her employment, Wal-Mart has failed to pay its quitting and discharged Aggrieved Employees as required by sections 201 and 203 of the Labor Code. Specifically, Wal-Mart's policy and practice is to pay its quitting and discharged Aggrieved Employees not on the date that the Aggrieved Employee quits or is terminated, but rather at a later date. Further, upon information and belief, Plaintiff alleges that Wal-Mart fails to timely pay its resigning and discharged Aggrieved Employees all accrued vacation pay.

Wal-Mart also failed to pay Plaintiff proper reporting time pay for her last day of work, February 11, 2017. When Plaintiff arrived for work that day, she was told she was terminated. However she was not paid proper reporting time work for that day.

At all relevant times herein, section 201 of the California Labor Code has stated that, “[i]f an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.” Cal. Lab. Code § 201(a). Similarly, section 202 of the Labor Code has stated that, “[i]f an employee . . . quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.” *Id.* § 202(a). According to section 203 of the Labor Code, “[i]f an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201[or] 202, . . . any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.” *Id.* § 203(a).

At all relevant times herein, section 227.3 of the California Labor Code has stated: [W]henever a contract of employment or employer policy provides for paid vacations, and an employee is terminated without having taken off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate in accordance with such contract of employment or employer policy respecting eligibility or time served

Id. § 227.3.

Wal-Mart did not compensate Plaintiff as required by sections 201 through 203 of the Labor Code, nor did Wal-Mart compensate her as required by section 227.3 of the Labor Code.

In addition to failing to pay Plaintiff and the Aggrieved Employees on the date contemplated by sections 201 through 203 of the Labor Code, Wal-Mart failed to provide Plaintiff and the Aggrieved Employees pay stubs that contain all of the information required by section 226 of the Labor Code. Section 226 states:

Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee’s wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and his or her social security number, except that by January 1, 2008, only the last four digits of his or her social security number or an employee identification number other than a social security number may be shown on the itemized statement, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

Cal. Lab. Code § 226(a). Plaintiff’s wage statements show that Wal-Mart fails to designate on certain wage statements the information required by Cal. Lab. Code § 226(a), such as the inclusive dates of the period for which the employee is paid.

Specifically, Plaintiff contends that Sections 201, 203, 204, 227.3 and 2699 et seq., of the California Labor Code enables her to recover civil penalties under PAGA, as well as attorneys’ fees and costs from Defendant through a civil action on behalf of himself and other Aggrieved Employees. Labor Code Section 2699.3 provides:

(a) A civil action by an aggrieved employee pursuant to subdivision (a) or (f) of Section 2699 alleging a violation of any provision listed in Section 2699.5 shall commence only after the following requirement have been met:

(1)(A) The aggrieved employee or representative shall give written notice by online filing with the Labor and Workforce Development Agency and by certified mail to the employer of the specific provisions of this code alleged to have been violated, including the facts and theories to support the alleged violation.

...

(2)(A) The agency shall notify the employer and the aggrieved employee or representative by certified mail that it does not intend to investigate the alleged violations within 60 calendar days of the postmark date of the notice received pursuant to paragraph (1). Upon receipt or if no notice is provided within 65 calendar days of the postmark date of the notice given pursuant to paragraph (1), the aggrieved employee may commence a civil action pursuant to Section 2599.

Plaintiff will seek to recover the PAGA penalties through a representative action permitted by PAGA and the California Supreme Court in Arias v. Superior Court, 46 Cal. 4th 969 (2009). Plaintiff will seek civil penalties pursuant to PAGA for violations of the following Labor Code provisions:

- a. failure to provide itemized wage statements to Aggrieved Employees in violation of Labor Code § 226(a);
- b. failure to provide prompt payment of wages upon termination and/or resignation of Aggrieved Employees in violation of Labor Code §§ 201, 202, 203;

Moreover, Plaintiff seeks civil penalties in the amount of unpaid wages owed to Aggrieved Employees pursuant to Labor Code § 558(a)(3).

Labor Code § 2699 *et seq.* imposes a civil penalty of one hundred dollars (\$100) per pay period, per aggrieved employee for initial violations, and two hundred dollars (\$200) per pay period, per aggrieved employee for subsequent violations for all Labor Code provisions for which a civil penalty is not specifically provided.

Please advise whether you will proceed with an investigation of this matter or whether Plaintiff may seek a civil-penalty recovery for the alleged violations under the Labor Code Private Attorneys General Act through her private counsel.

Very truly yours,



Alan Harris

Cc: (Via Certified Mail) Wal-Mart Stores, Inc. and Wal-Mart Associates, Inc. c/o Registered Agent CT Corporation System, 818 W. 7th Street, Ste. 930, Los Angeles, CA 90017

Exhibit 3

OUR PEOPLE MAKE THE Difference **WAL*MART** Stores, Inc.

EOE/M/F/D/V

Equal Opportunity Employer - By Choice.

This application for employment will not be considered unless fully completed.

Please print your name as it appears on your Social Security card.

MAYS **LERNA** **M** [REDACTED]
Last Name First Name Middle Name Social Security Number
[REDACTED]
Street Address
[REDACTED]
City, State, and Zip Code Telephone Number Alternate Telephone

Yes ☐ No ☒ If yes: Location Dates of Employment
Have you ever been employed by Wal-Mart or any of its subsidiaries?
Reason for Leaving Name employed under if now different
[REDACTED] \$9.25 Immediately
List all positions for which you would like to be considered Rate of pay expected Date you can start work
[REDACTED]

List relatives employed by Wal-Mart, their relationship and where they work. (If you live in California, do not answer.)

Peak Time ☐ Full Time ☒ Temp ☐ Yes ☒ No ☐ Yes ☒ No ☐
Type of employment you are seeking. Are you 18 years of age or older? Can you, after employment, submit verification of your legal right to work in the United States?
If under 18, applicant will be required to submit a birth certificate or a work certificate as required by the state or federal laws.
Elementary High School College/Tech
☐ or less ☐ ☐ ☐ ☒ ☐ ☐ ☐ ☐
8 1 2 3 4 1 2 3 4
Check the highest level or equivalent completed:
Yes ☐ No ☒ Will you now, or in the future, require sponsorship for employment visa status (e.g., H-1B, visa status)?
Yes ☐ No ☒

Are you currently a student? Name of college, university or vo-tech attended
Yes ☐ No ☒

Availability - To help us consider you for a job that matches your availability, please tell us the earliest time and the latest time you can work each day.

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Earliest Time	00:00	00:00	00:00	00:00	00:00	00:00	00:00
Latest Time	23:59	23:59	23:59	23:59	23:59	23:59	23:59

Check if you are available to work: Days ☐ Evenings ☒ Nights ☒ Saturday ☒ Sunday ☒

Wal-Mart Stores, Inc. will provide a reasonable accommodation during the application and/or hiring process for individuals with disabilities. Please advise us if you need assistance in the application and/or hiring process to accommodate a disability.

Wal-Mart Confidential

WM0016

Employment History - List entire employment history, starting with your present employer. For any unemployed or self-employed periods show dates and location. (Attach additional sheets if necessary.)

If currently employed, may we contact your employer? Yes ☒ No ☐

	Your Job: CASHIER Supervisor's Name:  Dates Employed: UNASSIGNED From: 10/29/1999 To: 06/18/2007	Last Pay Rate: \$8.41 Reason for Leaving:  SETTING
	Your Job: ASSEMBLY Supervisor's Name:  Dates Employed: UNASSIGNED From: 06/18/2007 To: 07/07/2007	Last Pay Rate: \$8.61 Reason for Leaving: 
Company Name: _____ Address: _____ City/State/Zip: _____ Phone #: _____	Your Job: _____ Supervisor's Name: _____ Dates Employed: _____ From: _____ To: _____	Last Pay Rate: _____ Reason for Leaving: _____
Company Name: _____ Address: _____ City/State/Zip: _____ Phone #: _____	Your Job: _____ Supervisor's Name: _____ Dates Employed: _____ From: _____ To: _____	Last Pay Rate: _____ Reason for Leaving: _____
Company Name: _____ Address: _____ City/State/Zip: _____ Phone #: _____	Your Job: _____ Supervisor's Name: _____ Dates Employed: _____ From: _____ To: _____	Last Pay Rate: _____ Reason for Leaving: _____

List two (2) people (no relatives) you have worked with and whom we may contact for a reference if necessary.

Name: 
Name: 

If you reside in:

CA - Do not disclose marijuana convictions (felony or misdemeanor) more than two years old.

CO, MA, MD, NH, OK - Do not disclose criminal records that are sealed, expunged or annulled.

HI - Do not answer the following questions.

IL - Do not disclose prior convictions that have been expunged, sealed or impounded under Section 5 of the Criminal Identification Act.

WA - Do not disclose convictions which occurred more than 7 years ago or for which you were released from prison more than 7 years ago.

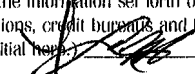
Have you ever been convicted of a felony? Yes ☐ No ☒

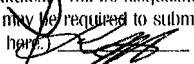
Have you ever been convicted of any type of theft or fraud or a violent crime? Yes ☐ No ☒

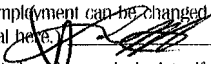
If yes, on a separate sheet, identify the crime for which you were convicted, the date of the conviction and the location of the court in which you were convicted.

Please provide any details you feel are relevant. Conviction of a crime will not automatically disqualify you from consideration for employment, but will be considered as part of an overall evaluation of your qualifications.

IMPORTANT - We are glad you are interested in joining the Wal-Mart team. Please read the following statement carefully before you sign and return this application.

Wal-Mart Stores, Inc., in considering my application for employment, may verify the information set forth on this application and obtain additional background information relating to my background. I authorize all persons, schools, companies, corporations, credit bureaus and law enforcement agencies to supply any information concerning my background. I have read, understand and agree to this statement. (Please initial here.) 

I understand that Wal-Mart Stores, Inc. has a commitment to maintain an alcohol/drug-free workplace and that Wal-Mart, unless prohibited by state law, requires a drug screening test as a part of its selection and hiring process. I understand that such drug screening will consist of the testing of a urine sample or other medically recognized test designed to detect traceable amounts of a controlled substance in my body. If after a second confirmatory test approved by SAMHSA, it is determined my specimen contains a controlled substance or was adulterated or substituted, I will be disqualified from consideration for employment and any offer of employment will be withdrawn. I further understand and agree that if I am employed, I may be required to submit to alcohol/drug-testing under certain circumstances during my employment. I have read, understand, and agree to this statement. (Please initial here.) 

I certify that the information on this application is correct and I understand that any misrepresentation or omission of any information will result in my disqualification from consideration for employment or, if employed, my dismissal. I understand that this application is not a contract, offer, or promise of employment and that if hired, I will be able to resign at any time for any reason. Likewise, the company can terminate my employment at any time with or without cause, unless otherwise required by law. I further understand that no one other than the President of Wal-Mart Stores, Inc., or Vice President of its People Division has the authority to enter into an employment contract or agreement with me, and that my at-will employment can be changed only by a written agreement signed by the President of Wal-Mart Stores, Inc. I have read, understand and agree to this statement. (Please initial here.) 

I understand that this application is good only for sixty (60) days from today's date. If I still desire a position with the company after this application expires, it will be my responsibility to fill out a new application and file it with the company. Otherwise, the company will not consider me for employment after this application expires.

Date of Application: 08/09/2007

Signature as shown on Social Security Card 

Wal-Mart Confidential

WM0017

Exhibit 4

Job Offer - Hourly

SSN#	██████████	First Name	LERNA	MI	M	Last Name	MAYS
Requisition #	20030134	Facility	01-03522	City	BALDWIN PARK	State	CA
Job Information:	1	990	510	CUSTOMER SERVICE MANAGER			
	Division #	Department #	Job Code	Job Title			
Current Pay Structure		4 Level	Position Status	Full Time			
Current Position Equivalency		4	New pay Structure	4 Level			
Current Pay Grade		B	New Position Equivalency	6			
Current Pay Rate		\$14.15	New Pay Grade	6			
			New Base Pay	\$15.57			
			Base Pay Rate	\$15.57			
			New Additional Pay	\$1.00			
			Market Differential Amount	\$1.00			
			New Pay Rate	\$16.57			
			Position Start Date	04/16/2016			
			Movement Type	PROMOTION			

Summarized within are some of the benefits for which you are eligible as an Associate. Items referenced in this document may be subject to change if the governing policy, plan, process and/or practice changes after the employment effective date.

Your schedule and number of hours scheduled will be determined by your availability and the needs of the business.

Note: Your rate of pay is determined by the position equivalency and the job code of the position offered. If in the future, if you move to another position (whether voluntary or involuntary), the new rate of pay will be determined by the position equivalency and job code of the new position. Overnight differentials and market differentials are determined by job code, and therefore will be added or removed from the total rate of pay when applicable. Seasonal differentials are a temporary increase to base pay, and only extend through an eligible time period or to eligible positions as the business defines. The seasonal differential amount will be removed from base pay at the end of the time period, if an associate moves to an ineligible position or location, or as business needs dictate.

The rate of pay provided has been calculated in accordance with the Field Hourly Associate Pay Plan in effect at the time this Job Offer was created. The Field Hourly Associate Pay Plan is subject to revision at any time. Therefore, rate of pay may be modified prior to the effective date of this Job Offer. Refer to the Field Hourly Associate Pay Plan on The WIRE for additional information regarding rate of pay.

By accepting this offer:

- Position equivalency positions and above will be removed from your Current Career Interests and placed in your Future Career Goals.
- Positions lower than a position equivalency will be removed.

Updating Your Career Preferences:

- You may update your Future Career Goals anytime.
- You may update your Current Career Interests when you meet the minimum qualifications for position equivalency positions and above.
- You may update your Current Career Interests with positions less than a position equivalency at anytime and minimum qualifications will not apply.

Contingencies Applicable to this Job Offer:

Neither the offer of this position nor the Job Description relating to this position creates an express or implied contract of employment or any other contractual commitment. Wal-Mart may modify this position, including, but not limited to, the duties, schedule, or pay rate for this position, or modify this job description, at its sole discretion, without notice, at any time consistent with applicable law.

Date, time and facility the job offer was accepted/declined:			
Date <u>04/12/2016</u>	Time <u>06:02 PM</u>	Facility # <u>01-03522</u>	
Hiring Manager <u>VIOLETA TORRES</u>		Manager Covering Job Offer <u>VIOLETA TORRES</u>	
Job Description for the Job Offer stated above:			
I have read and understand the essential functions for this position and certify that:			
☒ I have the ability to perform the essential functions of this position either with or without a reasonable accommodation.			
☐ I do not have the ability to perform the essential functions of this position either with or without a reasonable accommodation.			
Job Offer and Job Description acknowledged by:			
Applicant	SSN	First Name	Last Name
		<u>LERNA</u>	<u>MAYS</u>
		<u>M</u>	<u>MI</u>
☒ Accepted			
☐ Declined _____			
Reason for Decline			

Personnel File Copy - A copy may be made for the Associate upon request

Job Description**Customer Service Supervisor**

This position is responsible for assisting in the operation of a department. An individual in this position will be expected to perform additional job related responsibilities and duties throughout the facility as assigned and/or as necessary.

Essential Functions

An individual must be able to successfully perform the essential functions of this position with or without a reasonable accommodation.

Provides Customer service by acknowledging the Customer, identifying Customer needs, assisting with purchasing decisions, locating merchandise, resolving Customer issues and concerns, and promoting products and services, while maintaining a safe shopping environment.

Maintains the front-end in accordance with Company policies and procedures by properly handling claims and returns, zoning the area, arranging and organizing merchandise/supplies, identifying shrink and damages, and ensuring a safe work environment.

Operates equipment, such as cash registers and related tools, to process Customer purchases using appropriate procedures for different payment types and items sold.

Supervises Associates in the area of responsibility by assigning duties, communicating goals, providing feedback and follow-up, monitoring performance, teaching and supporting Company policies and procedures, ensuring compliance, and participating in the hiring, promotion, coaching, teaching, and evaluation of Associates.

Fulfills Customer service requirements by greeting Customers, approving monetary transactions, providing support to Associates for completing monetary transactions, assisting with Cashier training, balancing Customer traffic across the front-end, conducting registers audits, maintaining front end keys, coordinating Cashier meals and breaks, and assisting Management with control of front end.

Competencies

An individual must be proficient in each of the competencies listed below to successfully perform the responsibilities of this position.

Leads Point-of-Sale Operations - Helps Associates understand and apply ways to prevent shrink and follow applicable laws and regulations when selling items to Customers, and does the same in own work. Identifies Customers who need help and shares accurate information with them on payment methods, return policies, and location of items. Helps others perform cash register functions and complete Customer sales. Identifies shrink opportunities and problems with products, services, and work areas, and reports them with ideas for corrective action. Ensures cash register equipment is in proper working order and supplies are stocked.

Enhance Experience in the Store - Supports the Store of the Community merchandising concept and suggests merchandise to Management that meets the needs of local Customers. Plans for Customer service and sales based on events outside the Store (for example, weather, gas prices, local events). Stays current on competitors' prices, products, and displays to suggest to Management ways to improve the Store. Recommends ways to provide a convenient, safe, and pleasant shopping experience for Customers. Shows Associates how to address Customer, merchandise, and Store issues.

Leads Financial Services Operations - Teaches Associates how to follow applicable laws and regulations when completing and maintaining financial records and files, and practices them in own work. Identifies Customers who need help and shares accurate information with them on financial services (for example, money orders, gift registries). Provides accurate information to others on taking and filling Customer financial services orders and completing necessary documentation. Identifies problems with financial services and procedures, and reports them with ideas for corrective action. Ensures financial services equipment is working properly and supplies are stocked and organized, and uses these practices in own work.

Leads Front-End Operations - Encourages other Associates to use ways to prevent shrink when monitoring, cleaning, and stocking the Front-End area, and does the same in own work. Provides accurate information to others on keeping the Front-End area clean, monitoring loss controls, and helping Customers find, purchase, and load items. Identifies security and shrink risks and problems with products, services, and work areas, and reports them with ideas for corrective action. Ensures Front-End equipment is in proper working order and supplies are stocked, and uses these practices in own work.

Leads Refunds Operations - Identifies Customers who need help and shares accurate information with them on refunds policies and procedures. Provides accurate information to others on Customer merchandise returns, refunds, exchanges, and warranty repairs. Identifies shrink risks and problems with products, services, and work areas, and reports them with ideas for corrective action. Ensures returned goods are processed, distributed, and secured in correct ways, and uses these practices in own work.

Judgment: Make Informed Choices - Makes timely and effective decisions, even when the information is not clear. Identifies and uses policies, procedures, and guides to make the right choices. Uses resources, data, tools, and facts to set priorities and make informed decisions. Identifies what might be a problem and corrects it or clearly describes it to those who can correct it.

Customer Centered: Satisfy the Customer - Uses information and feedback to determine associate and customer expectations. Works with others to exceed associate and customer expectations. Seeks out ways to improve associate and customer service. Teaches others how to find and use resources to respond to associate and customer requests.

Execution and Results: Oversee Work and Get Results - Ensures work is completed to expectations. Executes plans and manages own and others' time so that priorities are met. Gives others the support and information they need to get results. Organizes tasks and ensures they are completed on time.

Planning and Improvement: Plan for and Improve Team Performance - Plans work based on business priorities and explains to others what is needed to get work done. Identifies and oversees the tasks needed to reach goals. Looks for and suggests ways to improve performance and results.

Influence and Communicate: Communicate and Promote Commitment - Gives the information needed to gain support for ideas or plans. Builds trusting relationships and works with others to reach goals. Shares clear priorities and work practices with others. Prepares written work that is accurate and complete. communicates in a respectful and professional manner.

Job Description

Customer Service Supervisor



Ethics and Compliance: Oversee Performance to Ethical Standards - Clearly explains policies and procedures and teaches others how to act in accordance with them. Guides associates on how to use the highest standards of integrity and ethics in their work. Helps managers correct ethical and legal problems. Treats all associates fairly and with respect.

Adaptability: Adapt to Requirements - Adapts to changing demands and business needs. Encourages and embraces change, even when others hesitate. Builds the knowledge and skills to handle challenges and tasks. Sets an example for others when implementing changes (for example, readily carries out improvement efforts, handles change-related issues). Shows support for, commitment to, and trust in changes.

Talent: Provide Information and Feedback - Guides and teaches associates on how to perform their work. Assigns tasks to associates and provides the tools they need to carry them out. Gives clear, constructive feedback on performance to associates and leaders. Recognizes associates for their positive contributions. Shows concern for associates and is available to meet with them. Looks for and follows up on developmental opportunities.

Physical Activities

The following physical activities are necessary to perform one or more essential functions of this position.

Visually verifies information, often in small print.

Visually locates merchandise and other objects.

Visually inspects equipment.

Reads information, often in small print.

Reaches overhead and below the knees, including bending, twisting, pulling, and stooping.

Presents information to small or large groups and individuals.

Observes associate, customer/member, or supplier behavior.

Moves, lifts, carries, and places merchandise and supplies weighing up to 25 pounds without assistance.

Grasps, turns, and manipulates objects of varying size and weight, requiring fine motor skills and hand-eye coordination.

Enters and locates information on computer.

Creates documents, reports, etc., using a writing instrument (such as a pencil or pen) or computer.

Communicates effectively in person or by using telecommunications equipment.

Work Environment

Working in the following environment is necessary to perform one or more of the essential functions of this position.

Works overnight and on varying shifts as required.

Entry Requirements

Eligibility Requirements (Internal applicants only)

Meet applicable eligibility requirements (see PD-05).

Job Description

Customer Service Supervisor



Signature

I have read and understand the essential functions for this position and certify that:

☒

I have the ability to perform the essential functions of this position either with or without a reasonable accommodation.

☐

I do not have the ability to perform the essential functions of this position either with or without a reasonable accommodation.

Lerng Mays

Associate/Applicant Printed Name

[Signature]
Associate/Applicant Signature

11/12/16
Date

NOTICE TO EMPLOYEE**Labor Code section 2810.5**

Effective January 1, 2012, California Labor Code section 2810.5(a) requires that the following information be provided to each employee at the time of hire in the language the employer normally uses to communicate employment-related information. Exceptions to this requirement are indicated on the next page.

This notice is available in other languages at www.dir.ca.gov/DLSE.

EMPLOYEE

Employee Name: MAYS, LERNA M Hire Date: 09-11-2007

EMPLOYER

Name of Employer: Wal-Mart Stores, Inc.

Business form of Employer: Corporation

Other Name Employer is doing business as (if applicable):

dba Wal-Mart Supercenter, Wal-Mart Neighborhood Market, Wal-Mart, Wal-Mart Vacations, Sam's Club, Wal-Mart Distribution Center #7033

Physical Address of Main Office: 702 SW 8th Street

City: Bentonville State: AR Zip: 72716

Facility Address: 3250 Big Dalton Ave

Employer's Mailing Address: Same as above

Facility City: Baldwin park

Employer's Telephone Number: (479) 273-4000

Facility State: CA Facility Zip: 91700

The worksite employer does not use any other business entity to hire employees or administer wages or benefits.

WAGE INFORMATION

Rate of Pay: 16.57 Overtime Rate of Pay*: 24.86

Other rate(s) of pay

\$ 0 per hour for Sunday Premium

*The overtime rate is 1.5 times the rate of pay. If you work (a) over 12 hours in a day; or (b) a seventh consecutive day and over 8 hours on that day, you will be paid 2 times the rate of pay. The overtime rate may vary if you receive compensation other than the stated rate of pay. Such compensation may include:

- Sunday Premium Pay (associates hired after January 1, 2011 are not eligible)
- A different rate of pay due to a temporary assignment to a different shift or position
- Awards or bonuses

Rate by (check box): ☒ Hour ☐ Shift ☐ Day ☐ Week ☐ Salary ☐ Piece rate ☐ Commission

☐ Other (provide specifics): _____

Employment agreement* is (check box): ☐ Oral ☐ Written

*The agreement is the contract of employment defined by Cal. Lab. Code 2750. Employment with Wal-Mart is on an at-will basis, and Wal-Mart may change the starting rate of pay at its discretion, consistent with applicable law. Other terms of employment may be communicated either orally or in writing, but are not agreements unless required by law.

No allowances are claimed as part of minimum wage.

Regular Pay Day: Thursday First Pay Day _____ Pay is biweekly thereafter.

Wal-Mart Stores, Inc.

Customer Service Scheduling Availability Associate

Dear Associate:

Thank you for your continued service with Wal-Mart. We strive to provide flexible hours for our Associates while ensuring excellent customer service. Wal-Mart recognizes that opportunities may arise that require an Associate to change their availability. We respect your request to do so. However, we want to remind you how our scheduling process works. We must ensure that we have trained Associates available when our customer traffic is heaviest. Wal-Mart tracks information about where and what time of day our customers are shopping. This aids management in scheduling Associates properly to assist our customers. Your open availability is important to this process. **Changing your availability could affect the number of hours you receive. If you have any questions, please see your facility manager.**

LERNA MAYS _____
(Print Name) (Social Security Number) _____

Please indicate the hours you ARE AVAILABLE to work. Changes to your availability must be approved by your facility manager.

Wal-Mart Store #	Is your store 24 hours? Please circle: Yes No (Shift times vary in 24 hr. facilities. Please see the Personnel Manager for shift times.)						
	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday
Store Shifts (extends slightly beyond store hours)	_____	_____	_____	_____	_____	_____	_____
Overnight Receiving Shifts	_____	_____	_____	_____	_____	_____	_____
Your availability:	All Day	N/A	All Day	All Day	All Day	All Day	All Day
Start Time	_____	_____	_____	_____	_____	_____	_____
Stop Time	All Day	N/A	All Day	All Day	All Day	All Day	All Day

Are you requesting a status change?

NO _____ YES _____ If YES, Part Time to Full Time (over 34 hours) _____ Full Time to Part Time (under 34 hours) _____

Weekly

Daily

Minimum hours requested weekly _____ Minimum hours requested daily _____
Maximum hours requested weekly _____ (not to exceed 40 hours) Maximum hours requested daily _____

Please indicate any reoccurring times you are not available to work. Some examples include night classes every other Thursday night, military service duty the 2nd weekend of every month, etc.

Beginning Day Time	Ending Day Time	Exception (how often it occurs)	Date To Begin End
_____	_____	_____	_____
_____	_____	_____	_____

You MUST be available for a minimum of 16 hours per week.

Associate's Signature LERNA MAYS _____ Date 04/12/2016 _____
Facility Manager's Signature [Signature] _____ Date _____

This form is no guarantee of a shift or minimum number of hours.
This form supersedes the availability section contained on the application.

Maintain this form in the Associate's Personnel File

Exhibit 5

Wal-Mart Stores, Inc Separation Notice for California

Statute Reference: 22CCR 1089-1

Date of Termination: _____

SECTION I. ASSOCIATE CURRENT INFORMATIONAssociate Name: Lerna Mays Social Security No. _____Work Location: Wal-Mart #3522Work Position: Job Code 01-05-201 Job Title: electronics AssociatePeriod of employment: From 09/11/2007 To 02/10/2017**SECTION II. REASON FOR SEPARATION (enter codes and description from exit interview)**☐ Voluntary _____☒ Involuntary Coachings w/ Conduct

Reason for separation: _____

SECTION III. FINAL WAGES

Associate Received:

☒
☐
☐

Regular Wages
Vacation Pay
Wage in Lieu

☐
☐
☐

Bonus
Separation/Severance Pay
Profit Sharing/401k
In the amount of \$ 1307.01 for period from _____ to 2/10/2017

If Associate retired, furnish amount of retirement pay and what percentage of contributions were paid by the employer. _____ per month _____ % paid by employer

Note: Wal-Mart Stores, Inc. does not have a qualified retirement plan.**SECTION IV. EMPLOYER CERTIFICATION**Employer Name: Wal-Mart #3522 Telephone Number () _____Address: 3250 Big Dalton Ave.City: Baldwin Park State: CA Zip: 91706

Email: _____

Employer's State Department of Labor Account Number: 427-5978-7**SECTION V. CERTIFYING OFFICIAL****I acknowledge that the above Associate has been separated from work at Wal-mart and the information furnished in this document is true and correct. This report has been delivered to or mailed to the Associate.**Name: Claudia Zapata Date: 2/10/17Title: ASMSignature: Claudia Zapata

NOTICE TO ASSOCIATE
PLEASE USE THIS FORM IF YOU WISH TO FILE FOR UNEMPLOYMENT
INSURANCE BENEFITS.

Complete Along with Exit Interview (WMP 20)

WM0022

Wal-Mart Stores, Inc.
EXIT INTERVIEWPrinted From GAIN - GAIN # 10340240
Associate Information

Associate Name : LERNA MAYS WIN : [REDACTED] SSN # [REDACTED]

Address : [REDACTED] US Phone: [REDACTED]

Facility #: 3522 Division #: 1 Associate Type: Hourly

Last Worked Date: 02/10/2017 Effective Date: 02/10/2017

Last Position Held:- Last Rate of Pay:

Company Property Information

The following applicable Wal-Mart property must be collected at the time of Exit Interview.

☐ Badge ☐ Discount Card ☐ Membership Card ☒ Company Issued Clothings ☐ Weight Belt☐ Box Cutter ☐ Freezer Gear**Note :** To be considered for re-employment, you must re-apply. Your previous work record with Wal-Mart Stores, Inc. will be reviewed.

The Company assumes no obligation to contact you for possible re-employment. Where state laws allow, a Neutral Reference will be provided to external employers seeking information regarding your employment with Wal-Mart Stores, Inc. Dates of employment and last position held is the only information that will be released.

Summary of Termination Information

Termination Type: Involuntary Termination

Eligible for Rehire Status: Rehirable

Termination Reason: Misconduct With Coachings

Last Day Worked: 02/10/2017

Manager Comments

On 02/02/2017 Lerna was short 620.00. Lerna lets customer handle money after she counts it, customer takes money without cashier noticing. Cashier does not recount.

Signatures

Associate Name :	LERNA MAYS	Date:	02/10/2017	Electronic Acknowledge:	Yes
Supervisor Name :	CLAUDIA ZAPATA	Date:	02/10/2017	Electronic Acknowledge:	Yes
Witness Name :	BERNARDO BOWERS	Date:	02/10/2017	Electronic Acknowledge:	Yes

Provided below is important information related to your separation....

COBRA	Continuation of Benefits	(800) 421-1362
DISCOUNT CARD - RETIREE	Application Information	(800) 421-1362
LIFE INSURANCE	Conversion of Benefits	(877) 740-2116 * must call within 31 days of date coverage ends
PROFIT SHARING	Account Information	(888) 968-4015
STOCK OWNERSHIP	Account Information	(800) 438-6278
401K	Account Information	(888) WMT401K OR (888) 968-4015
RESOURCES FOR LIVING	Counseling Service	(800) 825-3555

Exhibit 6



State of California Secretary of State

Statement of Information

(Foreign Corporation)

FEES (Filing and Disclosure): \$25.00.

If this is an amendment, see instructions.

IMPORTANT – READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

F

FQ88436

FILED

In the office of the Secretary of State
of the State of California

SEP-08 2017

1. CORPORATE NAME

WAL-MART ASSOCIATES, INC.

2. CALIFORNIA CORPORATE NUMBER

C1990849

This Space for Filing Use Only

No Change Statement (Not applicable if agent address of record is a P.O. Box address. See instructions.)

3. If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement of information has been previously filed, this form must be completed in its entirety.

☐ If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to **Item 13**.

Complete Addresses for the Following (Do not abbreviate the name of the city. Items 4 and 5 cannot be P.O. Boxes.)

4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE CITY STATE ZIP CODE
708 SW 8TH STREET, BENTONVILLE, AR 72716

5. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY CITY STATE ZIP CODE

6. MAILING ADDRESS OF THE CORPORATION, IF DIFFERENT THAN ITEM 4 CITY STATE ZIP CODE

Names and Complete Addresses of the Following Officers (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

7. CHIEF EXECUTIVE OFFICER/ ADDRESS CITY STATE ZIP CODE
BRYAN MILLER 708 SW 8TH STREET, BENTONVILLE, AR 72716

8. SECRETARY ADDRESS CITY STATE ZIP CODE
GORDON ALLISON 708 SW 8TH STREET, BENTONVILLE, AR 72716

9. CHIEF FINANCIAL OFFICER/ ADDRESS CITY STATE ZIP CODE
CHARLES HOLLEY 708 SW 8TH STREET, BENTONVILLE, AR 72716

Agent for Service of Process If the agent is an individual, the agent must reside in California and Item 11 must be completed with a California street address, a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 11 must be left blank.

10. NAME OF AGENT FOR SERVICE OF PROCESS [Note: The person designated as the corporation's agent MUST have agreed to act in that capacity prior to the designation.]
C T CORPORATION SYSTEM

11. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL CITY STATE ZIP CODE

Type of Business

12. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION
PAYROLL PROCESSING FOR ASSOCIA

13. THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT.

09/08/2017

KELLY LETTMANN

POA

DATE

TYPE/PRINT NAME OF PERSON COMPLETING FORM

TITLE

SIGNATURE

Exhibit 7



State of California Secretary of State

Statement of Information

(Foreign Corporation)

FEES (Filing and Disclosure): \$25.00.

If this is an amendment, see instructions.

IMPORTANT – READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

F

FF54598

FILED

In the office of the Secretary of State
of the State of California

AUG-30 2016

1. CORPORATE NAME

WAL-MART ASSOCIATES, INC.

2. CALIFORNIA CORPORATE NUMBER

C1990849

This Space for Filing Use Only

No Change Statement (Not applicable if agent address of record is a P.O. Box address. See instructions.)

3. If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement of information has been previously filed, this form must be completed in its entirety.

☐ If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to Item 13.

Complete Addresses for the Following (Do not abbreviate the name of the city. Items 4 and 5 cannot be P.O. Boxes.)

4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE CITY STATE ZIP CODE
702 SW 8TH STREET, BENTONVILLE, AR 72716

5. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY CITY STATE ZIP CODE

6. MAILING ADDRESS OF THE CORPORATION, IF DIFFERENT THAN ITEM 4 CITY STATE ZIP CODE

Names and Complete Addresses of the Following Officers (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

7. CHIEF EXECUTIVE OFFICER/ ADDRESS CITY STATE ZIP CODE
BRYAN MILLER 702 SW 8TH STREET, BENTONVILLE, AR 72716

8. SECRETARY ADDRESS CITY STATE ZIP CODE
GORDON ALLISON 702 SW 8TH STREET, BENTONVILLE, AR 72716

9. CHIEF FINANCIAL OFFICER/ ADDRESS CITY STATE ZIP CODE
CHARLES HOLLEY 702 SW 8TH STREET, BENTONVILLE, AR 72716

Agent for Service of Process If the agent is an individual, the agent must reside in California and Item 11 must be completed with a California street address, a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 11 must be left blank.

10. NAME OF AGENT FOR SERVICE OF PROCESS

C T CORPORATION SYSTEM

11. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL CITY STATE ZIP CODE

Type of Business

12. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION

PAYROLL PROCESSING FOR ASSOCIA

13. THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT.

08/30/2016

KELLY LETTMANN

POA

DATE

TYPE/PRINT NAME OF PERSON COMPLETING FORM

TITLE

SIGNATURE

Exhibit 8



LERN M MAYS

Redacted

Wal-Mart Statement of
Earnings and Deductions
Wal-Mart Associates, Inc.
702 S.W. 8th Street 3522
Bentonville AR 72716

211579779

Pay Date 02/23/2017

Advice # D405469600

Pay Period

Start 02/04/2017

Pay Period

End 02/17/2017

W-4 Fed

Withholding S

Additional Tax Withholding

Fed \$0.00

Exemptions

Fed 2

Employment Information

Work

Location 3522

Earnings Totals

Gross Pay

Net Pay

Deduction Totals

Taxes

Other Deductions

Earnings Detail

REGULAR EARNINGS

OVERTIME EARN

CA MEAL PREM

PERS P/OUNUSED

VAC P/O UNUSED

PTO PAY

CO STK CONT

Deductions Detail

FEDERAL TAX

SOCIAL SECURITY

CALIFORNIA

SDI

INS DEP LIFE

INS LTD

INS DEN U *

INS AD&D U *

INS MED U HMO*

401K *

FINAL PAY

ACCIDENT *

CO STK CONT

STOCK PURCH

INS VIS *

CHECK DEPOSIT

Other Information

SICK AVL

WRKDHRS

Distributions

EFS NATIONAL BANK

Messages

Employee Category :HOURLY

Current

YTD

\$2,131.39

\$7,222.31

\$175.32

\$3,397.33

Current

YTD

\$458.75

\$1,464.35

\$1,497.32

\$2,360.63

Current

YTD

Rate

Hours

\$14.79

40.50

\$599.00

\$3,775.74

\$22.185

2.36

\$52.36

\$199.01

\$14.79

1.00

\$14.79

\$14.79

\$14.79

14.44

\$213.56

\$213.56

\$14.79

84.63

\$1,251.68

\$2,427.48

\$0.00

\$591.73

\$0.00

\$270.00

Current

YTD

\$224.01

\$701.01

\$160.72

\$536.22

\$68.30

\$187.81

\$5.72

\$39.31

\$0.36

\$2.54

\$9.38

\$31.78

\$9.70

\$67.89

\$0.32

\$2.23

\$18.50

\$128.47

\$149.20

\$505.57

\$1,307.81

\$1,307.81

\$0.67

\$4.69

\$0.00

\$270.00

\$0.00

\$2,300.00

\$1.38

\$9.65

\$175.32

\$3,397.33

Current

\$175.32

30.27

42.86



LERNA M MAYS

Redacted

Wal-Mart Statement of
Earnings and Deductions
Wal-Mart Associates, Inc.
702 S.W. 8th Street 3522
Bentonville AR 72716

211579779

Pay Date 03/09/2017

Advice # D406917748

Pay Period

Start 02/18/2017

Pay Period

End 03/03/2017

W-4 Fed

Withholding S

Additional Tax

Withholding

Fed \$0.00

Exemptions

Fed 2

Employment

Information

Work

Location 3522

Earnings Totals

Gross Pay

Net Pay

Deduction Totals

Taxes

Other Deductions

Earnings Detail

REGULAR EARNINGS

OVERTIME EARN

CA MEAL PREM

OVERTIME/INCT

PERS P/OUNUSED

PTO P/O UNUSED

MYSHARE INCT

PTO PAY

CO STK CONT

Deductions Detail

FEDERAL TAX

SOCIAL SECURITY

CALIFORNIA

SDI

INS DEP LIFE

INS LTD

INS DEN U *

INS AD&D U *

INS MED U HMO*

401K *

FINAL PAY

ACCIDENT *

CO STK CONT

STOCK PURCH

INS VIS *

CHECK DEPOSIT

Other Information

SICK AVL

Distributions

EFS NATIONAL BANK

Messages

Employee Category :HOURLY

Current YTD

\$25.99 \$7,248.30

\$23.78 \$3,421.11

Current YTD

\$2.21 \$1,466.56

\$0.00 \$2,360.63

Current YTD

\$0.00 \$3,775.74

\$0.00 \$199.01

\$0.00 \$14.79

\$1.12 \$1.12

\$0.00 \$213.56

\$0.00 \$2,427.48

\$24.87 \$24.87

\$0.00 \$591.73

\$0.00 \$270.00

Current YTD

\$0.00 \$701.01

\$1.98 \$538.20

\$0.00 \$187.81

\$0.23 \$39.54

\$0.00 \$2.54

\$0.00 \$31.78

\$0.00 \$67.89

\$0.00 \$2.23

\$0.00 \$128.47

\$0.00 \$505.57

\$0.00 \$1,307.81

\$0.00 \$4.69

\$0.00 \$270.00

\$0.00 \$2,300.00

\$0.00 \$9.65

\$23.78 \$3,421.11

Current

\$23.78