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10 Attorneys for: Plaintiff ORALIA SEPULVEDA, individually and on behalf of all
11 other aggrieved employees

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **FOR THE COUNTY OF ORANGE – CIVIL COMPLEX CENTER**

14 ORALIA SEPULVEDA, individually and on
15 behalf of all other aggrieved employees,

16 Plaintiffs,

17 v.

18 WALMART INC., an active Delaware
19 Corporation; and DOES 1 through 10,

20 Defendants.

Case No.: 30-2022-01291542-CU-OE-CXC

Assigned for All Purposes

Assigned to:

Department: Judge Peter Wilson

Complaint Filed: cx-101

**COMPLAINT FOR VIOLATIONS
UNDER THE CALIFORNIA
PRIVATE ATTORNEYS GENERAL
ACT ("PAGA")**

21
22
23 Plaintiff ORALIA SEPULVEDA ("Plaintiff") brings this action under the
24 California Private Attorneys General Act ("PAGA") on behalf of the State of
25 California, as the representative Plaintiff that includes herself and all other aggrieved
26 employees as described herein, and alleges:

- 27 1. At all relevant times hereto, Plaintiff ORALIA SEPULVEDA is a resident of the
28 State of California, and was employed by Defendant WALMART INC.

1 ("WALMART") (referred to hereinafter as "Defendant") in California at the
2 "Walmart Supercenter" supermarket located at 440 North Euclid Street in
3 Anaheim, California 92801 from on or about August 27, 2021 through on or
4 about October 25, 2021.

- 5 2. At all times relevant hereto, Defendant WALMART INC. was an active
6 Delaware Corporation and was doing business in California. WALMART is
7 engaged in the business of retail sales, merchandising, and distribution.
- 8 3. Plaintiff is ignorant of the true names, capacities, relationships and extent of
9 participation in the conduct herein alleged, of the Defendants sued herein as
10 Does 1 through 10, but she is informed and believes and thereon alleges that
11 said Defendants are legally responsible for the wrongful conduct alleged herein
12 and therefore sues these Defendants by such fictitious names under Code of
13 Civil Procedure § 474. Plaintiff will amend this Complaint to allege their true
14 names and capacities when ascertained.
- 15 4. Plaintiff is informed and believes and thereon alleges that each Defendant acted
16 in all respects pertinent to this action as the agent of the other Defendants,
17 carried out a joint scheme, business plan or policy in all respects pertinent
18 hereto, and the acts of each Defendant are legally attributable to the other
19 Defendants.
- 20 5. Venue is proper in this judicial district, pursuant to Code of Civil Procedure §
21 395. The County of Orange is the proper venue, because work for Defendant
22 was performed by Plaintiff in the County of Orange and the legal obligations
23 owed by Defendant to Plaintiff and other aggrieved employees were breached
24 in the County of Orange.
- 25 6. This action is brought by Plaintiff on behalf of all aggrieved employees as
26 described as follows: All current and former non-exempt employees who
27 worked for Defendant at the "Walmart Supercenter" located at 440 North
28 Euclid Street in Anaheim, California 92801 during the covered time period.

- 1 7. On September 6, 2022, Plaintiff on behalf of the State of California, herself, and
2 all aggrieved employees provided written notice by online submission to the
3 Labor and Workforce Development Agency ("LWDA") and by certified mail to
4 Defendant that Defendant has violated and continues to violate the California
5 Labor Code. Plaintiff's claim was assigned case number LWDA-CM-906323-22
6 by the LWDA. A true and correct copy of Plaintiff's notice letter is attached
7 hereto as **Exhibit "A"**.
- 8 8. Pursuant to Lab. Code §2699.3(a), no response has been received from the
9 LWDA of its intent to prosecute within sixty-five (65) days of the postmark date
10 of September 6, 2022 regarding Plaintiff's allegations.
- 11 9. As a result, Plaintiff has exhausted all statutory procedures required of her
12 under Lab. Code §§ 2698, 2699, and 2699.3, and as a result, is justified as a
13 matter of right and law in bringing forward this claim and cause of action.
- 14 10. Defendant implemented the policy and practice of failing to properly pay
15 employees for all hours worked including on account of pre-shift health
16 screenings off-the-clock and meal breaks of less than 30 minutes duration.
- 17 11. Defendant failed to provide employees with COVID-19 Supplemental Paid Sick
18 Leave.
- 19 12. Defendant engages in the practice of not allowing mandated meal breaks and
20 not compensating employees for any missed, late, or short meal breaks.
21 Employees did not receive premium pay for any missed, late, or short meal
22 period.
- 23 13. Defendant engages in the practice of not allowing mandated rest breaks and not
24 compensating employees for any missed, late, or short rest breaks. Employees
25 were regularly not afforded an opportunity to take rest breaks every four hours,
26 or major fraction thereof, they worked. Employees did not receive premium
27 pay for any missed rest breaks.
- 28

- 1 14. At the time of an employee's separation (whether it be by termination or
2 resignation) Defendant has failed to provide the employee with all monies
3 owed, including vacation/PTO benefits, meal break premiums, rest break
4 premiums, and unpaid wages for work performed, including overtime and
5 double-time wages to the extent applicable.
- 6 15. Defendant has adopted a custom and practice of failing to provide wage
7 statements which reflect all hours worked during any pay period, whether or
8 not employees received all wages entitled to, including meal and rest break
9 premiums.
- 10 16. Defendant required that non-exempt employees use their personal cell phones
11 during employee training periods but provided no reimbursement for same.
- 12 17. Defendant failed to provide employees with seats when they worked at a cash
13 register or other job duties permitting the use of seats.
- 14 18. Defendant failed to maintain employee payroll records showing hours worked
15 daily and wages paid.
- 16 19. Plaintiff and all other similarly aggrieved California employees intend to seek
17 all penalties for the violations described above, including but not limited to
18 Labor Code § 558.
- 19 20. The specific California Labor Code Sections violated under PAGA by
20 Defendant includes but are not limited to the following: Lab. Code §§201-203;
21 Lab. Code § 204; Lab. Code § 226; Lab. Code § 226.7; Lab. Code § 227.3; Lab.
22 Code § 246; Lab. Code § 247; Lab. Code § 248.2; Lab. Code § 248.6; Lab. Code §
23 510; Lab. Code § 512; Lab. Code § 1174 and § 1174.5; Lab. Code § 1194; Lab.
24 Code § 1197 and § 1197.1; Lab. Code § 1198 and § 1199; and Lab. Code § 2802.
- 25 21. As a result of the acts alleged above, Plaintiff seeks penalties under Lab. Code §
26 2698 and 2699, and all other applicable sections, because of Defendant's
27 violations of the above stated provisions of the California Labor Code.
28

1 22. Pursuant to Lab. Code § 2699, civil penalties recoverable by aggrieved
2 employees shall be distributed seventy-five percent (75%) to the LWDA and
3 Plaintiff and all similarly aggrieved employees should be awarded twenty-five
4 percent (25%) of all penalties due under California law. Plaintiff shall be
5 entitled to reasonable attorneys' fees and costs.
6

7 **PRAYER FOR RELIEF**

8 **WHEREFORE**, Plaintiff prays judgment against Defendant as follows:

9 A. Pursuant to Lab. Code § 2699, Plaintiff and aggrieved employees should
10 be awarded twenty-five percent (25%) of all penalties due under California law, as
11 well as attorneys' fees and costs; the LWDA shall be awarded seventy-five percent
12 (75%) of all penalties due under California law;

13 B. Civil penalties pursuant to Labor Code § 558;

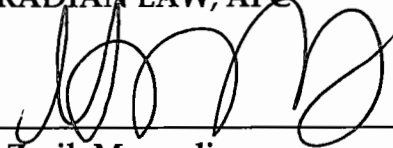
14 C. For costs of the suit incurred;

15 D. Reasonable attorney's fees and costs pursuant to statute, including, but
16 not limited to Labor Code § 218.5 and Code of Civ. Proc. § 1021.5; and

17 E. For such other relief that the Court may deem just and proper, including
18 prejudgment interest and costs.
19

20
21 DATED: November 14, 2022

MOORADIAN LAW, APC

22
23 By: 

24 Zorik Mooradian,

25 Haik Hacopian,

26 Attorneys for Plaintiff and aggrieved
27 employees
28

MOORADIAN LAW, APC
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Facsimile 1-888-783-1030

HAIK HACOPIAN

E-mail: haik@mooradianlaw.com

SEPTEMBER 6, 2022

VIA USPS CERTIFIED MAIL

Walmart Inc.
702 SW 8th Street
Bentonville, AR 72716
7019 0160 0000 9187 4977

Agent for Service of Process for
Walmart Inc.
1505 Corporation
112
C T Corporation System
330 N. Brand Blvd., Suite 700
Sacramento, CA 95833
7019 0160 0000 9187 4861

VIA ONLINE SUBMISSION

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, CA 95814
www.dir.ca.gov

Re: *California Wage & Hour Violations*
Walmart Inc.

To Whom It May Concern:

This office represents Oralia Sepulveda with respect to Private Attorneys General Act ("PAGA") claims that she intends to pursue against Walmart Inc. ("Walmart") based upon its illegal wage and hour practices in the State of California as to its non-exempt employees who worked at the "Walmart Superstore" located at 440 North Euclid Street in Anaheim, California 92801 ("Store"). This letter constitutes the notice required by Labor Code Section 2699.3.

Facts

Walmart is engaged in the business of retail sales, merchandising, and distribution. Ms. Sepulveda worked as a non-exempt hourly employee of Walmart at the Store. Walmart employs

EXHIBIT "A"

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Facsimile 1-888-783-1030

HAIK HACOPIAN

E-mail: haik@mooradianlaw.com

SEPTEMBER 6, 2022

VIA USPS CERTIFIED MAIL

Walmart Inc.
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~~Glendale~~ Sacramento, CA ~~95833~~ 91203
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Facts

Walmart is engaged in the business of retail sales, merchandising, and distribution. Ms. Sepulveda worked as a non-exempt hourly employee of Walmart at the Store. Walmart employs

numerous non-exempt, hourly paid employees such as Ms. Sepulveda at the Store. Unfortunately, Walmart has engaged in the following practices:

Failure to Pay Wages

Walmart failed to pay employees at the Store for all hours worked, including any overtime, on account of COVID-19 health screenings which occurred before employees clocked-in to start their shift. Employees were prevented from clocking in until they passed the daily screening test which included temperature checks and questionnaires. Employees frequently had to wait in line for the screening in addition to time spent undergoing the screening, repeating the screening if needed, being provided personal protective equipment, donning same, and walking over to the time clock to clock in if they were cleared to work. At all times during this process, Walmart retained complete control over employees. This process resulted in anywhere from five (5) to fifteen (15) minutes of unpaid time per employee. Additionally, Employees also did not receive net 30-minute meal breaks on account of the clocking out and clocking process and time clock accessibility as well as work off-the-clock during meal periods.

The above practices resulted in the underpayment of wages to employees, including underpayment of overtime and double-time to the extent applicable.

Failure to Provide COVID-19 Supplemental Paid Sick Leave

Walmart, as a private employer with 26 or more employees, was required to provide COVID-19 Supplemental Paid Sick Leave to employees at the Store who were unable to work or telework due to various reasons including: being subject to a quarantine or isolation period related to COVID-19, being advised by a healthcare provider to quarantine due to COVID-19, experiencing COVID-19 symptoms and seeking a medical diagnosis, caring for a family member who was subject to quarantine or isolation due to COVID-19, or attending a vaccine appointment or unable to work due to vaccine-related side effects. Walmart, however, failed to provide employees such as Ms. Sepulveda with supplemental paid sick leave. In Ms. Sepulveda's instance, she was directed by Walmart to subject herself to a 10-day quarantine but was never paid any supplemental sick leave for this period.

Meal Breaks

Walmart engages in the practice of not allowing mandated meal breaks and not compensating employees at the Store for any missed, late, or short meal breaks. Employees did not receive premium pay for any missed, late, or short meal period. Notably, meal breaks were not

at least a net thirty (30) minutes in duration on account of the clock in and out process and other factors.

Rest Breaks

Walmart engages in the practice of not allowing mandated rest breaks and not compensating employees for any missed, late, or short rest breaks. Employees did not receive premium pay for these missed rest breaks. Notably, rest breaks were not at least a net ten (10) minutes in duration on account of work interruptions and other factors.

Waiting Time and Unpaid Vacation Wages

At the time of an employee's separation (whether it be by termination or resignation) Walmart has failed to provide the employee with all monies owed, including meal break premiums, rest break premiums, and unpaid wages for work performed, including overtime and double-time wages to the extent applicable.

Walmart maintained a separate vacation/PTO benefit for employees and vacation wages would be owed to the extent that any unpaid compensation was not factored into the accrual of the vacation benefit. Correspondingly, any vacation balance paid to an employee upon separation would not be full and complete.

Noncompliant Wage Statements

Walmart has adopted a custom and practice of failing to provide wage statements which reflect all hours worked during any pay period, whether or not employees received all wages entitled to, including meal and rest break premiums and sick leave.

Failure to Fully Reimburse Employee Expenses

Walmart required the use of personal cell phones during employee training periods but never provided compensation for their use by employees.

Failure to Provide Suitable Seating

Walmart failed to provide employees with seats when they worked at a cash register or other job duties permitting the use of seats.

Failure to Maintain Records

Walmart further failed to maintain Ms. Sepulveda's and other aggrieved employees' payroll records showing the hours worked daily and the wages paid pursuant to Labor Code §1174.

Additional Penalties

Ms. Sepulveda and all other similarly aggrieved employees intend to seek all available civil penalties for the violations described above.

Code Provisions Violated and Legal Theories

The specific provisions of the California Labor Code which Walmart has violated, and applicable legal theories which establish the violations, are as follows:

Labor Code Section 201: Walmart violated, and continues to violate, Labor Code Section 201 by failing to pay the employees its has discharged the complete and correct amount of all wages owing at the time of termination. The wages earned but not paid at termination include uncompensated work time, including overtime and double-time as applicable, and premium wages for missed meal and rest breaks.

Labor Code Section 202: Walmart violated, and continues to violate, Labor Code Section 202 by failing to pay employees who quit the correct amount of all wages, within 72 hours of the termination. As already stated, the wages earned but not paid at termination include the above.

Labor Code Section 203: Walmart violated, and continues to violate, Labor Code Section 203 by failing to pay 30 days of continuing wages to employees owed wages (explained above) whose employment ended.

Labor Code Section 204: Walmart violated, and continues to violate, Labor Code Section 204 by failing to pay wages to employees for all hours worked as explained above.

Labor Code Section 226: Walmart violated, and continues to violate, Labor Code Section 226(a) by failing to provide employees with accurate and compliant itemized wage statements.

Labor Code Section 226.7: Walmart violated, and continues to violate, Labor Code Section 226.7 by failing to provide meal periods and/or rest periods that are in accordance and in compliance with the IWC's applicable wage order.

Labor Code Section 227.3: Walmart violated, and continues to violate, Labor Code Section 227.3 by failing to promptly pay all vested vacation or PTO benefits to employees upon their separation.

Labor Code Sections 246, 247, 248.2, and 248.6: Walmart violated, and continues to violate, Labor Code Sections 246, 247, 248.2, and 248.6 by failing to provide sick leave and COVID-19 Supplemental Paid Sick Leave to employees.

Labor Code Section 510: Walmart violated, and continues to violate, Labor Code Section 510 by failing to pay minimum wage or overtime compensation required by law including failing to calculate overtime and doubletime wages in accordance with employees' regular rate of pay.

Labor Code Section 512: Walmart violated, and continues to violate, Labor Code Section 512 by not providing employees with legally compliant meal periods.

Labor Code Sections 1174 and 1174.5: Walmart violated, and continues to violate, Labor Code Section 1174 by failing to maintain employees' payroll records showing the hours worked daily and the wages paid.

Labor Code Section 1194: Walmart violated, and continues to violate, Labor Code Section 1194 by failing to pay employees minimum wage and overtime compensation required by law.

Labor Code Sections 1197 and 1197.1: Walmart violated, and continues to violate, Labor Code Section 1197 by failing to pay employees a wage less than the minimum fixed by an applicable state or local law.

Labor Code Sections 1198 and 1199: Walmart violated, and continues to violate, Labor Code Sections 1198 and 1199 by failing to provide employees with suitable seating pursuant to Industrial Welfare Commission Wage Order 7-2001, sections 14(A) and (B).

Labor Code Section 2802: Walmart violated and continues to violate, Labor Code Section 2802 by failing to indemnify employees for all necessary expenditures or losses incurred by employees in direct consequence of the discharge of their duties.

Conclusion

Please inform us if you intend to investigate this matter. We look forward to prompt administrative action so that the identified unlawful practices can be rectified. In the absence of such action, we may file an appropriate action, pursuant to Labor Code Section 2698 *et seq.* Ms. Sepulveda and all other similarly aggrieved employees intend to seek all penalties for the

violations described above. Should you require any additional information, do not hesitate to contact the undersigned.

Very truly yours,

MOORADIAN LAW, APC

/s/ Haik Hacopian

HAIK HACOPIAN



Haik Hacopian <haik.hacopian@gmail.com>

Thank you for submission of your PAGA Case.

LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>
To: "haik.hacopian@gmail.com" <haik.hacopian@gmail.com>

Tue, Sep 6, 2022 at 4:52 PM

9/6/2022

LWDA Case No. LWDA-CM-906323-22
Law Firm : Mooradian Law, APC
Plaintiff Name : Oralia Sepulveda
Employer: Walmart Inc.
Filing Fee : \$75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm