EMPLOYEE JUSTICE LEGAL GROUP

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January 20, 2026

Filed Via LWDA Website:
Labor Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

Re: EFRAIN HERNANDEZ v. WAL-MART ASSOCIATES, INC.
Written Notice Under Labor Code § 2699.3

Dear PAGA Administrator:

Please be advised that EFRAIN HERNANDEZ (hereafter referred to as "Claimant") has retained our firm to represent him for his claims against his former employer, WAL-MART ASSOCIATES, INC. ("Walmart") (hereafter jointly referred to as "Defendant").

This letter shall serve as Claimant's written notice to the Labor and Workforce Development Agency of the Labor Code violations he claims Defendant committed against his and all other current and former non-exempt employees of Defendant in California. Claimant provides this written notice in accordance with the Labor Code Private Attorneys General Act of 2004 ("PAGA"), Labor Code 2698, et seq. Claimant desires to file a civil action to enforce his rights under the Labor Code and seek compensation accordingly.

Pursuant to Labor Code section 2699, and by way of this letter, Claimant also intends to represent all other current and former non-exempt employees of Defendants in California who have suffered at least one of the wage and hour violations described herein during their employment.

A copy of this letter, along with the $75.00 filing fee will be submitted through the LWDA's online portal for that purpose. Currently a letter is being delivered by certified mail to the Defendant in this matter.

FACTUAL BACKGROUND

The Employment Relationship:

Defendant operates a warehouse distribution center in Apple Valley, California.

Defendant hired Claimant in June of 2021, as a "equipment operator" at one of Walmart's distribution warehouses. Throughout the course of his employment, Claimant's duties primarily consisted of operating forklift machines, and moving heavy crates of merchandise throughout Defendant's warehouse facility. Additionally, Defendant'' forklift machines carried computers and scanner, which Claimant used to scan assigned pallets and track his productivity in compliance with Defendant's quota policy.

Defendant terminated Claimant on May 10, 2025. Upon information and belief, Defendant currently employs over 2,000 employees at Claimant's work location and over 100 employees with the same role.

Claimant's Hours and Work Conditions:

Defendant paid Claimant $26.55 per hour at the time of his termination. When Claimant first started worked for Defendant, he was scheduled for 4-day workweeks including weekends, and he was earning $2.60 more per hour than at the time of his termination. When Claimant requested his schedule consist of only weekdays, Defendant reduced his hourly pay. Thereafter, Defendant scheduled Claimant to work Tuesday through Friday for 10-hour shifts. However, Defendant would regularly still request Claimant and similarly situated aggrieved employees come on the weekend and do overtime; however, Defendant would not pay Claimant and similarly situated aggrieved employees the proper overtime rate—even when Claimant worked 6 days a week or over 40 total hours. Pertinently, Defendant would request overtime work almost every other week.

Defendant also requires Claimant and similarly situated aggrieved employees to satisfy a quota a daily quota relative to his level of "production." Consequently, a computer on Defendant's forklift machine kept track of Claimant's productivity relative to his time working. Defendant required a level of production of 100%, and Claimant's percentage of production would go down while the clock ran and he was off task.

Failure to Pay All Minimum, Regular, and Overtime Wages:

Defendant requires Claimant and similarly situated aggrieved employees to go through a security check process and leave their lunch in the break room before clocking in. Pertinently, the security and walk process could several minutes, as security personnel would inspect employees' bags. Further, Defendant required Claimant and similarly situated aggrieved employees to go through the security process when leaving and re-entering the facilities during meal breaks as well as at the end of the shift. Thus, Claimant and similarly situated aggrieved employees for overtime corresponding to such quantifiable ingress and egress time.

Furthermore, Defendant scheduled Claimant to work Tuesday through Friday for 10-hour shifts. However, Defendant would regularly still request Claimant and similarly situated aggrieved employees come on the weekend and do overtime; however, Defendant would not pay Claimant and similarly situated aggrieved employees the proper overtime rate—even when Claimant worked

6 days a week or over 40 total hours. Pertinently, Defendant would request overtime work almost every other week

Failure to Authorize and Permit Legally Sufficient Meal Breaks:

Claimant and similarly situated aggrieved employees would regularly work 10-hour days, or longer, for Defendant. However, Claimant and similarly situated movers did not enjoy proper 30-minute meal breaks. Particularly, Defendant did not allow Claimant and similarly situated aggrieved employees take break periods in work areas. However, the rest areas provided were not adequate. As such, Claimant and similarly situated aggrieved employees regularly took their meal breaks in their respective vehicles or otherwise outside of the facility. This, however, required Claimant and similarly situated aggrieved employees to have to wait in line to badge through the multiple doors to leave the facility, and then do the same to reenter the facility. This occurred while clocked out for break. Thus, Claimant and similarly situated aggrieved employees would end their lunch early to re-enter the facility and clock in on time. Similarly, Defendant's quota system often pushed Claimant and similarly situated aggrieved employees to skip or cut meal breaks short to keep up with the high quota requirement. As such, Claimant's and other similarly situated aggrieved employees' meal periods consistently lasted less than 30 minutes.

Thus, Defendant denied Claimant and other non-exempt employees in California specific rights afforded to them under the California Labor Code and the applicable Industrial Welfare Commission Wage Order ("IWC Wage Order").

Failure to Authorize and Permit Legally Sufficient Rest Breaks:

Claimant and similarly situated aggrieved employees would regularly work 10-hour days, or longer, for Defendant. However, Claimant and similarly situated movers did not enjoy proper 10-minute breaks. Particularly, Defendant did not allow Claimant and similarly situated aggrieved employees take break periods outside of rest areas. Nonetheless, Defendant required Claimant and similarly situated aggrieved employees to park equipment and walk to the rest area, which required about 6 to 10 minutes of travel inclusive to return time, while the production tracking system kept running. Thus, Claimant's and other similarly situated aggrieved employees' rest periods consistently lasted less than 10 minutes because Claimant and similarly situated aggrieved employees would return to work before 10 minutes of rest had elapsed, in order to prevent production percentage to drop below target values.

Thus, Defendant denied Claimant and other non-exempt employees in California specific rights afforded to them under the California Labor Code and the applicable Industrial Welfare Commission Wage Order ("IWC Wage Order").

Failure to Provide Paid Sick Leave:

Defendant did not and does not provide Claimant and similarly situated employees with proper paid sick leave. Pertinently, Defendant did not offer Claimant or other similarly situated aggrieved employees to go home and take a paid sick leave day when they appeared sick at work. Instead, Claimant and other similarly situated employees would often work, despite being sick, in order to prevent their paychecks from going down.

Failure to Provide Accurate Wage Statements:

Defendant did not and does not provide Claimant and similarly situated employees with accurate itemized wage statements because, as discussed above, the wage statements did not include all owed overtime, meal period premiums, rest period premiums, and the correct applicable rates of pay.

Failure to Pay All Wages in a Timely Fashion During the Course of Employment:

Because Defendant failed to appropriately compensate Claimant and similarly situated employees for all work performed and employee rights forsaken, including missed meal and rest breaks periods, Defendant did not pay all the wages they were due in a timely fashion in the course of employment.

Failure to Provide Suitable Seating:

Claimant and other similarly situated aggrieved employees often work or worked shifts that require standing in one general area to accomplish tasks requiring little sporadic movement. Specifically, Claimant needed to stand while operating Defendant's forklifts for extended periods of time, even though Claimant would still immobile while on the forklift. However, Defendant does not allow Claimant and other similarly situated aggrieved employees to sit down while operating such and similar machinery as well as when otherwise compliant with their duties, nor does Defendant place seats near work areas so that all employees can sit while performing suitable work tasks.

Failure to Provide a Place of Employment that is Safe and Healthful:

Defendant did not provide a safe and healthful place of employment to Claimant and similarly situated aggrieved employees. Specifically, Defendant continuously discouraged employees from using the restrooms other than during break periods—virtually, for a maximum of two pre-scheduled 10-minute sets a day. Moreover, Defendant's quota system, which would keep tracking productivity during breaks, would further discourage the use of restroom facilities even during breaks. Additionally, Defendant does not allow Claimant and other similarly situated aggrieved employees to sit down while performing suitable work tasks that do not require consistent walking.

Failure to comply with California's Warehouse Quota Laws:

Lastly, Defendant's high quotas and compliance policies prevent Claimant and other similarly situated aggrieved employees from taking meal breaks, rest breaks, and using bathroom facilities as required, needed, and/or in a safe and healthy frequency. Pertinently, Defendant required Claimant and similarly situated aggrieved employees to meet 100% of their quota, which Defendant calls a "production standard," and the rate of work would keep running during unproductive tasks and rest breaks. In consequence, Claimant would often skip or reduce his breaks and use of restroom facilities in order to prevent his quota from dropping—and risking Defendant's disciplinary actions. Specifically, Claimant did not take his second workday break for approximately the last two years of his employment. As such, Defendant is in violation of California's quota laws.

FAILURE TO PAY MINIMUM, REGULAR AND OVERTIME WAGES

(Violation of Labor Code §§ 200, 204, 510, 1194, 1194.2, 1197, 1197.1, 1198, 2699 et seq., and the "Minimum Wages" and Hours and Days of Work" Sections-of the Applicable IWC Wage Order)

Labor Code section 510 states "[a]ny work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12- hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee."

Further, Labor Code section 1194(a) states "[n]otwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees and costs of suit." Liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon are provided for under Labor Code section 1194.2.

Additionally, Labor Code section 1197 states, "[t]he minimum wage for employees fixed by the commission or by any applicable state or local law, is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful."

Moreover, Labor Code section 1197. 1 (a) states "[a]ny employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties imposed pursuant to Labor Code §203..." As provided for in Section 1197.1 (a)(1), for any initial violation that is intentionally committed, one hundred dollars ($100) for each underpaid employee for each pay period for which the employee is underpaid. For each subsequent violation for the same specific offense, two hundred fifty dollars ($250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed.

Labor Code section 1198 states "[t]he maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful."

Pertinently, Section (B) of the "Minimum Wages" provision of the applicable IWC Wage Order states "[e]very employer shall pay to each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the payroll period, whether the remuneration is measured by time, piece, commission or otherwise."

Claimant alleges that he and other current and former aggrieved employees were not compensated all minimum, regular, and overtime wages for all hours or fraction of hours worked. Pertinently, Defendant requires Claimant and similarly situated aggrieved employees to go through a security check process and leave their lunch in the break room before clocking in. Pertinently, the security and walk process could take about 2 minutes, as security personnel would inspect employees' bags. Further, Defendant required Claimant and similarly situated aggrieved employees to go through the security process when leaving and re-entering the facilities during meal breaks as well as at the end of the shift. Similarly, Claimant and similarly situated aggrieved employees did not take 10-minute rest breaks because of Defendant's quota requirements and policy requiring taking breaks at break areas. Thus, Claimant and similarly situated aggrieved employees for overtime corresponding to such quantifiable ingress and egress time before, during, and after work hours.

Furthermore, Defendant scheduled Claimant to work Tuesday through Friday for 10-hour shifts. However, Defendant would regularly still request Claimant and similarly situated aggrieved employees come on the weekend and do overtime; however, Defendant would not pay Claimant and similarly situated aggrieved employees the proper overtime rate—even when Claimant worked 6 days a week or over 40 total hours. Pertinently, Defendant would request overtime work almost every other week. Thus, Defendant owes Claimant and similarly situated aggrieved employees for such overtime work.

Consequently, Claimant will seek to pursue all available remedies, including those provided by PAGA, for these alleged violations on behalf of himself and other current and former aggrieved employees of Defendant including, but not limited to, penalties and attorney's fees, and costs afforded under Labor Code sections 1194.2 and 1197.1.

FAILED TO PROVIDE LEGALLY COMPLIANT MEAL PERIODS

(Violation of Labor Code§§ 226.7, 512, 558, 1998, and
the "Meal Period" Sections of the Applicable IWC Wage Order)

Labor Code section 512(a) states: "An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.”

Section (A) of the "Meal Period" provision of the applicable IWC Wage Order states, "[n]o employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day’s work the meal period may be waived by mutual consent of the employer and the employee. Unless the employee is relieved of all duty during a 30 minute meal period, the meal period shall be considered "'on duty" meal period and counted as time worked." Section (8) states “If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each work day that the meal period is not provided."

Pertinently, Labor Code section 1198 states "[t]he maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful."

Labor Code section 226.7(b) states: “An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.”

Consequently, Labor Code section 558 states: “(a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows:

> (1) For any initial violation, fifty dollars ($50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.
>
> (2) For each subsequent violation, one hundred dollars ($100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.”

In this case, Claimant and similarly situated aggrieved employees would regularly work 10-hour days, or longer, for Defendant. However, Claimant and similarly situated movers did not enjoy proper 30-minute meal breaks. Particularly, Defendant did not allow Claimant and similarly situated aggrieved employees take break periods in work areas. However, the rest areas provided were not adequate. As such, Claimant and similarly situated aggrieved employees regularly took their meal breaks in their respective vehicles or otherwise outside of the facility. This, however, required Claimant and similarly situated aggrieved employees to have to wait in line to badge through the multiple doors to leave the facility, and then do the same to reenter the facility. This occurred while clocked out for break. Thus, Claimant and similarly situated aggrieved employees would end their lunch early to re-enter the facility and clock in on time. As such, Claimant's and other similarly situated aggrieved employees' meal periods consistently lasted less than 30 minutes.

Claimant seeks to pursue all available remedies, including recovery of wages, interest, attorney's fees and costs and penalties to the extent allowed by law on behalf of himself and other non-exempt current and former aggrieved employees of Defendant.

FAILED TO PROVIDE LEGALLY COMPLIANT REST PERIODS

(Violation of Labor Code§§ 226.7, 558, 1198, and
the "Rest Period" Sections of the Applicable IWC Wage Order)

Section (A) of the "'Rest Periods" provision of applicable IWC Wage Order states, "'Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minute net rest, time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3½) hours. Authorized rest period time shall be counted, as hours worked, for which there shall be no deduction from wages." Section (B) states "If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each work day that the rest period is not provided."

Labor Code section 1198 states "The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful."

Labor Code section 226.7 states: "(b) An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health."

Labor Code section 558 states: "(a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows:

(1) For any initial violation, fifty dollars ($50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.

(2) For each subsequent violation, one hundred dollars ($100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages."

As set forth above, Claimant and similarly situated aggrieved employees would regularly work 10-hour days, or longer, for Defendant. However, Claimant and similarly situated movers did not enjoy proper 10-minute breaks. Particularly, Defendant did not allow Claimant and similarly situated aggrieved employees take break periods outside of rest areas. Nonetheless, Defendant required Claimant and similarly situated aggrieved employees to park equipment and walk to the rest area, which required about 6 to 10 minutes of travel inclusive of return time, while the production tracking system kept running. Thus, Claimant's and other similarly situated aggrieved employees' rest periods consistently lasted less than 10 minutes because Claimant and similarly situated aggrieved employees would return to work before 10 minutes of rest had elapsed, in order to prevent their production percentage from dropping below target values. Particularily, Claimant stopped taking his second rest for approximately 2 years prior to his termination, in order to keep up with Defendant's quota.

Claimant seeks to pursue all available remedies, including recovery of wages, interest, attorney's fees and costs and penalties to the extent allowed by law on behalf of himself and other non-exempt current and former aggrieved employees of Defendant.

FAILURE TO PROVIDE AND OFFER PAID SICK LEAVE

(Violation of Labor Code §§ 246, 248.5, 558, 2699 et seq.)

Labor Code section 246(a)(1) provides: "An employee who, on or after July 1, 2015, works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days as specified in this section."

Further, Section 246(b)(1) provides "[a]n employee shall accrue paid sick days at the rate of not less than one hour per every 30 hours worked, beginning at the commencement of employment or the operative date of this article, whichever is later, subject to the use and accrual limitations set forth in this section." Also, Section 246(c) explains "[a]n employee shall be entitled to use accrued paid sick days beginning on the 90th day of employment, after which day the employee may use paid sick days as they are accrued."

Additionally, Section 246(i) establishes "[a]n employer shall provide an employee with written notice that sets forth the amount of paid sick leave available, or paid time off leave an employer provides in lieu of sick leave, for use on either the employee's itemized wage statement described in Section 226 or in a separate writing provided on the designated pay date with the employee's payment of wages."

Lastly, Section 248.5(b) provides penalties for failure to comply with section 246, including reinstatement, backpay, payment of sick days unlawfully withheld, payment of an additional sum in the form of an administrative penalty owed to the aggrieved employee, as well as further penalties no less than $250 and up to $4,000 to the extent that an employee suffered harm.

In this instance, Defendants failed to offer, record, and grant paid sick leave to Claimant and similarly situated aggrieved employees. Precisely, Defendant did not offer Claimant or other similarly situated aggrieved employees to go home and take a paid sick leave day when they appeared sick at work. Instead, Claimant and other similarly situated employees would often work, despite being sick, in order to prevent their paychecks from going down. Upon information and belief, Defendant does not accurately record accrued of paid sick leave days and inform its employees of their right to claim paid sick leave.

Consequently, Claimant will pursue all remedies for Defendants' failure to paid sick leave on behalf of himself and other current and former aggrieved employees, including recovery of wages, attorney's fees, costs, and penalties to the extent allowed by law.

FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

(Violation of Labor Code§§ 226(a), 226(e)(l), 226.2, 226.3, 1198, 2699 et seq., and the "Records" Section of the Applicable IWC Wage Order)

Labor Code section 226(a) states in pertinent part that every employer shall provide an accurate itemized statement in writing with respect to each one of its employees showing: 1) gross wages earned; 2) total hours worked by an 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 the last four digits of his or him social security number or an employee identification number other than a social security number;· (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.

Further, Labor Code section 226.3 provides: "Any employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars ($250) per employee per violation in an initial citation and one thousand dollars·($1,000) per employee for each violation in a subsequent citation for which the employer fails to provide the employee a wage deduction statement or fails to keep the records required in subdivision (a) of Section 226."

In addition, Labor Code section 226(e) imposes a penalty of the greater of all actual damages or $50 for the initial pay period in which a violation occurs and $100 per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of $4,000, and Claimant is entitled to an award of costs and reasonable attorney's fees.

Also, Labor Code section 1198 states: "The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful."

Pertinently, Section (B) of the "Records" provision of the applicable IWC Wage Order states that "[e]very 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 the period for which the employee is paid; (3) the name of the employee or the employee's social security number; and (4) the name of the employer, provided all deductions made on written orders of the employee may be aggregated and shown as one item."

Moreover, Labor Code section 226.2(a)(2) provides that for employees earning piece-rate compensation "[t]he itemized statement required by subdivision (a) of Section 226 shall, in addition to the other items specified in that subdivision, separately state the following, to which the provisions of Section 226 shall also be applicable:

> (A) The total hours of compensable rest and recovery periods, the rate of compensation, and the gross wages paid for those periods during the pay period.
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> (B) Except for employers paying compensation for other nonproductive time in accordance with paragraph (7), the total hours of other nonproductive time, as determined under paragraph (5), the rate of compensation, and the gross wages paid for that time during the pay period.

In this case, Defendants failed to provide Claimant and similarly situated aggrieved employees with accurate itemized wage statements complying with the requirements of Labor Code 226 and the applicable IWC Wage Order. Pertinently, Defendant failed to compensate Claimant and similarly situated aggrieved employees for overtime, including time spent going through security checks at the beginning of shifts and foregoing compliant rest and meal periods. Furthermore, Defendant failed to provide Claimant and similarly situated aggrieved employees with compliant meal and rest periods or provide compensation in lieu thereof. Thus, because Defendant failed to compensate for all hours Claimant and other similarly situated aggrieved employees were actually on-duty or foregoing proper meal and rest breaks, Defendant failed to record and pay for all hours worked, as well as record one additional hour of pay for each workday that a code-compliant meal or rest period were not provided.

Consequently, Claimant will seek to pursue all available remedies, including those provided by PAGA, for these alleged violations on behalf of himself and other current and former aggrieved employees of Defendant including, but not limited to, penalties and attorney's fees and costs to the extent allowed by the law.

FAILURE TO MAINTAIN ACCURATE RECORDS

(Labor Code §§1174(d), 1174.5, 1198, 2699 et seq., and the "Records" Section of the applicable IWC Wage Order)

Labor Code section 1174(d) provides that an employer must keep at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to employees employed at the respective establishments. These records shall be kept on file for not less than three years. Labor Code section 1174.5 provides for a civil penalty of five hundred dollars ($500) for an employer who willfully fails to maintain the records pursuant to Labor Code section l 174(d).

Further, Labor Code section 1198 states: "The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful."

Pertinently, Sections (7)(A)(4) and (5) of the "Records" provision of the IWC Wage Order provides that employers "shall keep accurate information with respect to each employee," including total wages paid each payroll period, total hours worked during the payroll period, and applicable rates of pay, as well as time records showing when each employee begins and ends each work period. The time records must also show meal periods, split shift intervals, and total daily hours worked.

In this case, Defendant failed to maintain records as set forth in section 1174 of the Labor Code and the "Records" section of the applicable IWC Wage Order including but not limited to, accurately recording total hours of compensable overtime, missed meal and rest periods, and applicable rates of pay. For instance, upon information and belief, Defendant's records do not show with accuracy and requisite specificity when Claimant and similarly situated aggrieved employees took compliant meal periods or breaks during shifts or otherwise received compensation in lieu thereof. Furthermore, upon information and belief, Defendant's records do not show the time Claimant and similarly situated aggrieved employees spend going through security checks before the start of their shifts.

Consequently, Claimant will seek to pursue all available remedies, including those provided by PAGA, for these violations on behalf of himself and other current and former aggrieved employees of Defendant, to the extent a1lowed by law.

FAILURE TO TIMELY PAY WAGES DUE DURING THE COURSE OF EMPLOYMENT AND UPON TERMINATION OF EMPLOYMENT

(Violation of Labor Code §§ 201, 202, 203, 204, 210, 1198, 2699 et seq., and the "Minimum Wages" Section of the Applicable IWC Wage Order)

Labor Code section 201 states: "If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately."

Further, Labor Code section 202 states "[i]f an employee not having a written contract for a definite period 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."

Furthermore, Labor Code section 203(a) states, in relevant part: "If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 202, and 205.5, 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 therefore is commenced; but the wages shall not continue for more than 30 days."

In addition, Labor Code section 204(a) states, in pertinent part, "[a]ll wages . . . earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays."

Moreover, Labor Code section 210(a) imposes a civil penalty for violation of Labor Code section 204 of one hundred dollars ($100) for the initial violation for each failure to pay each employee and two hundred dollars ($200) for each subsequent violation, plus 25 percent of the amount unlawfully withheld.

Similarly, the "Minimum Wages" section of the applicable IWC Wage Order provides "[e]very employer shall pay to each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the payroll period, whether the remuneration is measured by time, piece, commission, or otherwise."

In this instance, Defendant failed to pay Claimant all minimum, regular, overtime, and meal and rest period wages due and owing during Claimant's employment. Similarly, Defendant owes the same to Claimant and similarly situated aggrieved employees who have been terminated or have quit Defendant's employment. Defendant willfully failed to pay Claimant and similarly situated aggrieved employees all wages when required by Sections 201 and 202 of the Labor Code, including but not limited to overtime, regular time, minimum wage, and premiums owed for missed meal and rest breaks. Therefore, Defendant owes waiting time penalties to all affected employees, including Claimant.

Consequently, Claimant will pursue all remedies for Defendant's failure to pay timely wages on behalf of himself and other current and former aggrieved employees, including recovery of wages, attorney's fees, costs, and penalties to the extent allowed by law.

FAILURE TO PROVIDE SUITABLE SEATING

(Violation of Labor §§ 1198, 2698 *et seq*., and the Applicable Wage Order, subsection 14)

Labor Code section 1198 states: "The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful."

Pertinently, section 14 of the applicable IWC Wage Order provides:

> (A) All working employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats.
>
> (B) When employees are not engaged in the active duties of their employment and the nature of the work requires standing, an adequate number of suitable seats shall be placed in reasonable proximity to the work area and employees shall be permitted to use such seats when it does not interfere with the performance of their duties.

Labor Code section 2699(f) provides for penalties of $100 "for each aggrieved employee per pay period for [an] initial violation," and $200 "for each aggrieved employee per pay period for each *subsequent* violation."

In this case, Claimant and other similarly situated aggrieved employees often work or worked shifts that require standing in one general area to accomplish tasks requiring little sporadic movement. Specifically, Claimant needed to stand while operating Defendant's forklifts for extended periods of time, even though Claimant would still immobile while on the forklift. However, Defendant does not allow Claimant and other similarly situated aggrieved employees to sit down while operating such and similar machinery as well as when otherwise compliant with their duties, nor does Defendant place seats near work areas so that all employees can sit while performing suitable work tasks. .

Consequently, Claimant will pursue all remedies for Defendant's failure to provide suitable seating for its employees on behalf of herself and other current and former aggrieved employees, including recovery attorney's fees, costs, and penalties to the extent allowed by law.

FAILURE TO PROVIDE A PLACE OF EMPLOYMENT THAT IS SAFE AND HEALTHFUL FOR THE EMPLOYEES THEREIN

(Violation of Labor §§ 6400, 6402, 6404 and 8 Cal. Code. Regs. § 3364; Applicable Wage Order subsection 15 (A)-(C))

Labor Code section 6400 states: "(a) Every employer shall furnish employment and a place of employment that is safe and healthful for the employees therein."

Labor Code section 6402 further provides: "No employer shall require, or permit any employee to go or be in any employment or place of employment which is not safe and healthful."

Labor Code Section 6404 reiterates: "No employer shall occupy or maintain any place of employment that is not safe and healthful."

Labor Code section 2699(f) provides for penalties of $100 "for each aggrieved employee per pay period for [an] initial violation," and $200 "for each aggrieved employee per pay period for each *subsequent* violation."

Additionally, California Code of Regulations, Title 8 § 3364 (b) states: "Toilet facilities shall be kept clean, maintained in good working order and be accessible to the employees at all times. Where practicable, toilet facilities should be within 200 feet of locations at which workers are regularly employed and should not be more than one floor-to-floor flight of stairs from working areas." Section 3364(a) further provides "[s]eparate toilet facilities shall be provided for each sex according to the [provided] table," and the pertinent table requires 6 water closets per gender for employers with a maximum of 150 employees. Employers who employ over 150 must provide for one additional water closet for each set of 40 extra employees. *Id*.

In this case, Defendant did not provide a safe and healthful place of employment to Claimant and similarly situated aggrieved employees. Specifically, Defendant continuously discouraged employees from using the restrooms other than during break periods—virtually, for a maximum of two pre-scheduled 10-minute sets a day. Moreover, Defendant's quota system, which would keep tracking productivity during breaks, would further discourage the use of restroom facilities even during breaks. Additionally, Defendant does not allow Claimant and other similarly situated aggrieved employees to sit down while performing suitable work tasks that do not require consistent walking. Moreover, Claimant and similarly situated employees would be subject to high stress and intra-peer harassment, as Defendant's quota system would be enforced even when there was not enough work, such that coworkers would become hostile to each other in the process of securing work tasks for themselves and to the exclusion of others.

Consequently, Claimant will pursue all remedies for Defendant's failure safe and healthful working conditions on behalf of himself and other current and former aggrieved employees, including recovery of attorney's fees, costs, and penalties to the extent allowed by law.

FAILURE TO ESTABLISH QUOTAS COMPLIANT WITH LABOR LAW REQUIREMENTS

(Violation of Labor Code §§ 2101 et seq. and 2699 et seq.)

Labor Code § 2101 provides that each employer that employs 100 or more employees at a single warehouse distribution center in California, or 1,000 employees at one or more warehouse distribution centers in California, shall provide upon hire or within 30 days of the effective date of this part, a written description of each quota to which the employee is subject, including the quantified number of tasks to be performed or materials to be produced or handled, within the defined time period, and any potential adverse employment action that could result from failure to meet the quota.

Labor Code § 2102 provides that an employee shall not be required to meet a quota that prevents compliance with meal or rest periods, use of bathroom facilities, including reasonable travel time to and from bathroom facilities, or occupational health and safety laws in the Labor Code or division standards. An employer shall not take adverse employment action against an employee for failure to meet a quota that does not allow a worker to comply with meal and rest periods, or occupational health and safety laws in the Labor Code or division standards, or for failure to meet a quota that has not been disclosed to the employee pursuant to Section 2101.

Labor Code § 2103 provides:

(a) Any actions taken by an employee to comply with occupational health and safety laws in the Labor Code or division standards shall be considered time on task and productive time for purposes of any quota or monitoring system.

(b) Notwithstanding subdivision (a), consistent with existing law, meal and rest breaks are not considered productive time unless the employee is required to remain on call.

In this case, Lastly, Defendant's high quotas and compliance policies prevent Claimant and other similarly situated aggrieved employees from taking meal breaks, rest breaks, and using bathroom facilities as required, needed, and/or in a safe and healthy frequency. Pertinently, Defendant required Claimant and similarly situated aggrieved employees to meet 100% of their quota, which Defendant calls a “production standard,” and the rate of work would keep running during unproductive tasks and rest breaks. In consequence, Claimant would often skip or reduce his breaks and use of restroom facilities in order to prevent his quota from dropping—and risking Defendant’s disciplinary actions. Specifically, Claimant did not take his second workday break for approximately the last two years of his employment. As such, Defendant is in violation of California’s quota laws.

Claimant will seek all available remedies, including PAGA penalties as provided for by California law.

CIVIL PENALTIES FOR VIOLATION OF THE LABOR CODE
(Labor Code§§ 558 and 1197.1)

Labor Code section 558 subjects any employer, or any other person acting on behalf of an employer, who violates or causes to be violated Part 2, Chapter 1, of the Labor Code (Labor Code §§ 500-558) or any provision regulating the hours and days of work in any IWC Wage Order to a civil penalty in the amount of fifty dollars ($50) for any initial violation for each pay period in which an employee is underpaid in addition to an amount sufficient to recover underpaid wages, and one hundred dollars ($100) for each subsequent violation, in addition to an amount sufficient to recover underpaid wages. Similarly, Labor Code section 1197.1 subjects any employer, and any other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by an order of the commission, to a civil penalty of $100 for any initial violation for each underpaid employee for each pay period for which the employee is underpaid, and a $250 for each subsequent violation for the same specific offense for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed. The $ 100/$250 civil penalties shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203, which shall be payable directly to the employee.

As set forth above, Defendant underpaid Claimant and other aggrieved employees by failing to pay them all missed meal and rest period wages as well as all proper overtime wages as required by Labor Code sections 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 1174, 1174.5, 1175, 1194, 1198, and the applicable sections of the IWC Wage Order. Consequently, Claimant will seek to pursue all available remedies, including those provided by PAGA, for these violations on behalf of himself and other current and former aggrieved employees, including those set forth under Labor Code sections 558 and 1197.1.

ATTORNEY'S FEES AND COSTS
(Labor Code§§ 218.5, 218.6, 226(e), 1194, 1194.2. and 2698, et seq.)

Labor Code Sections 218.5, 218.6, 226(e), 1194, and 1194.2 give employees the right to recover in a civil action the unpaid balance of the full amount of minimum wages, regular wages, overtime compensation, reimbursements, damages, liquidated damages and penalties, including interest thereon, reasonable attorney's fees, and costs of suit.

In addition, Labor Code sections 2698, et seq., among others, give employees the right to recover reasonable attorney's fees and costs, including any filing fee paid. Pursuant to Labor Code section 2698 et seq. employees are entitled to collect 35% of the penalty assessment. Consequently, Claimant will seek all available remedies, including those provided by PAGA. for these violations on behalf of himself and other current and former aggrieved employees in California.

CONCLUSION

The facts and claims contained herein are based on the information available at the time of this writing. If Claimant becomes aware of additional claims, additional compensation owed and/or other violations to his or any other current and former employee of Defendant, he reserves the right to revise these facts and/or add any new claims by amending this written notice.

Sincerely,

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