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Clerk of the Superior Court
By M. Romero ,Deputy Clerk

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12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **COUNTY OF SAN DIEGO**

14 ZINA SHANNON, an individual, for the real
15 party in interest, the State of California,

16 Plaintiff,

17 vs.

18 WAL-MART ASSOCIATES, INC.; and DOES 1
19 through 50,

20 Defendants.
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Case No. 26CU024513C

REPRESENTATIVE ACTION

**COMPLAINT FOR VIOLATIONS OF THE
PRIVATE ATTORNEYS GENERAL ACT
(Labor Code Section 2698 et seq.)**

1 Plaintiff ZINA SHANNON (“Plaintiff”), in her capacity as the State of California’s designated
2 proxy under the Private Attorneys General Act (“PAGA”), and on behalf of other current and former
3 California employees alleges the following:

4 **NATURE OF THE ACTION**

5 1. Pursuant to the PAGA, incorporated in Labor Code sections 2698, 2699 *et seq.*,
6 Plaintiff brings this representative action against Defendants WAL-MART ASSOCIATES, INC.
7 (“WAL-MART”) and DOES 1 through 50 (all defendants are hereinafter collectively referred to as
8 “Defendants”) for wage and hour violations of the California Labor Code and the applicable Industrial
9 Welfare Commission Wage Order (the “IWC Wage Order”).

10 2. Pursuant to Labor Code section 2699 *et seq.*, any provision of the Labor Code that
11 provides for a civil penalty to be assessed and collected by the Labor and Workforce Development
12 Agency (“LWDA”) or any of its departments, divisions, commissions, boards, agencies or employees
13 for violation of the code may, as an alternative, be recovered through a civil action brought by an
14 aggrieved employee on behalf of himself or herself and other current or former employees pursuant
15 to the procedures specified in Labor Code section 2699.3.

16 3. Through this representative action, Plaintiff seeks to recover civil penalties under the
17 PAGA. No class certification is required. (*Arias v. Superior Court* (2009) 46 Cal.4th 969.)

18 **JURISDICTION AND VENUE**

19 4. Pursuant to Article VI, section 10 of the California Constitution, subject matter
20 jurisdiction is proper in the Superior Court of California, County of San Diego, State of California
21 because Plaintiff alleges claims arising under California law.

22 5. This Court has jurisdiction over Defendants because each is believed to be an
23 association, corporation, business entity, or individual that conducts substantial business in the State
24 of California, County of San Diego.

25 6. This Court has jurisdiction over Plaintiff’s claim for civil penalties under the PAGA.

26 7. Pursuant to California Code of Civil Procedure section 395, venue is proper in the
27 Superior Court of California for the County of San Diego because this is where some of the wrongful
28 misconduct alleged herein occurred.

THE PARTIES

8. The State of California is the real party in interest in a PAGA action. (*Kim v. Reins Int'l California, Inc.* (2020) 9 Cal.5th 73, 81. [The “government entity on whose behalf the plaintiff files suit is always the real party in interest.”].)

9. Defendants is a large retail company that operates discount stores, supermarkets, and warehouses in California.

10. Plaintiff is currently employed by Defendants in California.

11. Plaintiff worked as a cashier for Defendants during which time she was paid hourly and was considered non-exempt, and was subject to Defendants’ Employee Handbook for California. Defendants’ Employee Handbook provided uniform company-wide policies and practices that governed Plaintiff and all other non-exempt employees’ employment for Defendants in California.

12. Pursuant to Labor Code section 2699(c), Plaintiff is an “aggrieved employee” because she was employed by Defendants and had one or more of the alleged violations committed against her, and therefore is properly suited to act on behalf the state, and collect civil penalties for all violations committed against current and former employees, who are also aggrieved employees.

13. Specifically, Plaintiff suffered from Defendants’ violations of Labor Code sections 201, 202, 203, 204, 226, 226(a), 226(a)(1), 226(a)(5), 226(a)(9), 246, and 246(l).

14. Plaintiff brings this action on behalf of Defendants’ current and former non-exempt California employees who worked for Defendants from February 28, 2025 until trial (“Representative Employees”) that suffered from any one of the alleged violations in this Complaint.

15. The true names and capacities, whether individual, corporate, associate or otherwise of the Defendant named herein as DOES 1 through 50, are unknown to Plaintiff at this time. Plaintiff therefore sues said Defendants by such fictitious names pursuant to California Code of Civil Procedure section 474. Plaintiff will seek leave to amend the operative complaint (“Complaint”) to allege the true names and capacities of DOES 1 through 50 when their names are ascertained. Plaintiff is informed and believes, and based thereon allege, that each of the DOE Defendants is in some manner liable to Plaintiff for the events and actions alleged herein.

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1 16. Plaintiff is informed and believes, and based thereon alleges, that at all times, each
2 Defendant was acting as an agent, joint venturer, integrated enterprise and/or alter ego for each of the
3 other defendants and each were co-conspirators with respect to the acts and the wrongful conduct
4 alleged herein so that each is responsible for the acts of the other in connection with the conspiracy
5 and in proximate connection with the other defendants.

6 17. At all material times, Defendants were and/or are employers or persons acting on
7 behalf of employers, under California law, the IWC Wage Order, and the Labor Code, including Labor
8 Code sections 558 and 558.1 and thus are jointly and severally liable for the violations alleged herein
9 and any amounts awarded and/or recoverable as a result of this action.

10 **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

11 18. On February 28, 2026, Plaintiff, via counsel, provided the statutorily required notice
12 to the LWDA (“PAGA Notice”), indicating that Plaintiff intends to pursue claims against Defendants
13 for violations of the Labor Code on behalf of herself and Representative Employees pursuant to the
14 PAGA.

15 19. On February 28, 2026, Plaintiff, via counsel, sent a copy of the PAGA Notice to
16 Defendant WAL-MART.

17 20. The statutory period expired since Plaintiff provided the PAGA Notice to the LWDA
18 and the LWDA did not serve Plaintiff with a notice of its intent to assume jurisdiction over the
19 applicable penalty claims and did not provide notice as set forth in Labor Code section
20 2699.3(a)(2)(A). As such, Plaintiff has exhausted the administrative requirements under the PAGA.

21 **PAGA REPRESENTATIVE ACTION CLAIMS**

22 21. California law provides that an aggrieved employee may file a representative action
23 under the PAGA against an employer for violations of the Labor Code and Wage Order.

24 22. Defendants’ Employee Handbook provided uniform company-wide policies and
25 practices that governed Plaintiff and Representative Employees’ employment for Defendants in
26 California.

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23. As alleged below, current and former non-exempt employees of Defendants in California, including Plaintiff, were subject to systemic and company-wide wage and hour violations by Defendants, specifically by Defendants' violation of Labor Code sections 201, 202, 203, 204, 226, 226(a), 226(a)(1), 226(a)(5), 226(a)(9), 246, and 246(l).

FIRST CAUSE OF ACTION

**(Representative Claim for Civil Penalties Under the PAGA for violations of Labor Code
Sections 246 and 246(l) against all Defendants)**

24. Plaintiff re-alleges and incorporate by reference the foregoing allegations as though set forth herein.

25. Under Labor Code sections 246, 246(a), 246(b), and 246(c) employers in California must provide employees with paid sick leave.

26. Under Labor Code sections 246 and 246(l), employers in California must provide employees with paid sick leave to be paid at a specified rate of pay which must factor in additional earnings during a given pay period wherein such leave is used.

27. During their employment, Plaintiff and Representative Employees earned additional nondiscretionary compensation, including but not limited to incentives, quarterly bonus, yearend bonus, spot bonus, retention bonuses, shift differential earnings, Myshare bonuses, holiday differential earnings, on call payments, employee referral bonuses, and service earnings.

28. Defendants failed to pay Plaintiff and Representative Employees all sick leave wages in accordance with Labor Code section 246(l) because Defendants have a systemic company-wide payroll deficiency that resulted in the issuance of sick leave to all Representative Employees in California at an incorrect rate of pay.

29. Defendants systemically and categorically failed to include all compensation earned (e.g. annual incentives, bonuses, shift differentials, on call payments, commissions, service earnings, and/or incentives) during a given period when determining the appropriate rate of pay for sick leave wages as required by Labor Code sections 246 and 246(l), resulting in the underpayment of wages.

30. During Plaintiff's employment, Defendants issued sick leave to Plaintiff at her base rate of pay rather than her higher blended rate of pay despite her earning incentive pay.

31. Defendants' failure to issue sick leave at the rate mandated by Labor Code section 246(l) was systemic and company-wide in California, thereby resulting in the underpayment of wages to Plaintiff and Representative Employees.

32. The PAGA imposes upon Defendants, and each of them, civil penalties for violating Labor Code sections 246 and 246(l).

33. Aggrieved Employees are permitted to use the PAGA to enforce California's Healthy
Workplaces Healthy Families Act. (*Wood v. Kaiser Found. Hosps.* (2023) 88 Cal.App.5th 742, 748.)

34. Plaintiff is seeking civil penalties against Defendants under Labor Code section 2699(f) and/or any other applicable statute allowing recovery of civil penalties under the PAGA in an amount to be shown according to proof.

35. Pursuant to Labor Code section 248.5, if applicable herein, Plaintiff seeks to recover attorney's fees, costs, equitable relief in the form of civil penalties, in an amount to be shown according to proof.

36. Pursuant to Labor Code section 2699(k), Plaintiff seeks injunctive relief.

37. Pursuant to the PAGA, Labor Code section 2699(k), or any other applicable statute, Plaintiff seeks to recover reasonable attorney's fees, costs, and filing fees paid to the LWDA in an amount to be shown according to proof.

SECOND CAUSE OF ACTION

(Representative Claim for Civil Penalties Under the PAGA for Violations of Labor Code

Section 226(a)(1) against all Defendants)

38. Plaintiff re-alleges and incorporate by reference the foregoing allegations as though set forth herein.

39. Labor Code section 226(a)(1) requires wage statements that an employer issues to its employees accurately state the gross wages earned.

40. Defendants failed to accurately state the gross wages on the wage statements it issued to Plaintiff and Representative Employees in violation of Labor Code section 226(a)(1). By way of one example, the wage statements Defendants issued to Plaintiff failed to include the accurate amount of gross wages, including, but not limited to, sick pay wages.

41. Because Defendants' payroll practices in California are uniform, Defendants' failure to furnish accurate itemized wage statements to Plaintiff is a systemic company-wide issue that affected Representative Employees in California.

42. The PAGA imposes upon Defendants, and each of them, civil penalties for violating Labor Code section 226(a)(1).

43. Plaintiff is seeking civil penalties against Defendants under Labor Code sections 2699(f), 226.3, and/or any other applicable statute allowing recovery of civil penalties under the PAGA in an amount to be shown according to proof.

44. Pursuant to Labor Code section 2699(k), Plaintiff seeks injunctive relief.

45. Pursuant to the PAGA, and/or Labor Code section 2699(k), Plaintiff seeks to recover reasonable attorney's fees, costs, and filing fees paid to the LWDA in an amount to be shown according to proof.

THIRD CAUSE OF ACTION

**(Representative Claim for Civil Penalties Under the PAGA for Violations of Labor Code
Section 226(a)(5) against all Defendants)**

46. Plaintiff re-alleges and incorporates by reference the foregoing allegations as though set forth herein.

47. Labor Code section 226(a)(5) requires wage statements that an employer issues to its employees accurately state the net wages earned.

48. Defendants failed to accurately state the net wages on the wage statements it issued to Plaintiff and Representative Employees in violation of Labor Code section 226(a)(5). By way of one example, the wage statements Defendants issued to Plaintiff failed to include the accurate amount of net wages, including, but not limited to, sick pay wages.

49. Because Defendants' payroll practices in California are uniform, Defendants' failure to furnish accurate itemized wage statements to Plaintiff is a systemic company-wide issue that affected Representative Employees in California.

50. The PAGA imposes upon Defendants, and each of them, civil penalties for violating Labor Code section 226(a)(5).

51. Plaintiff is seeking civil penalties against Defendants under Labor Code sections 2699(f), 226.3, and/or any other applicable statute allowing recovery of civil penalties under the PAGA in an amount to be shown according to proof.

52. Pursuant to Labor Code section 2699(k), Plaintiff seeks injunctive relief.

53. Pursuant to the PAGA, and/or Labor Code section 2699(k), Plaintiff seeks to recover reasonable attorney's fees, costs, and filing fees paid to the LWDA in an amount to be shown according to proof.

FOURTH CAUSE OF ACTION

**(Representative Claim for Civil Penalties Under the PAGA for Violations of Labor Code
Section 226(a)(9) against all Defendants)**

54. Plaintiff re-alleges and incorporates by reference the foregoing allegations as though set forth herein.

55. Labor Code section 226(a)(9) requires wage statements that an employer issues its employees to accurately state all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

56. Defendants failed to provide Plaintiff and Representative Employees the applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee in violation of Labor Code section 226(a)(9). By way of one example, the rates for sick pay are inaccurately itemized on the wage statement Defendants issued to Plaintiff.

57. Because Defendants' payroll practices in California are uniform, Defendants' failure to furnish accurate itemized wage statements to Plaintiff is a systemic company-wide issue that affected Representative Employees in California.

58. The PAGA imposes upon Defendants, and each of them, civil penalties for violating Labor Code section 226(a)(9).

59. Plaintiff is seeking civil penalties against Defendants under Labor Code sections 2699(f), 226.3, and/or any other applicable statute allowing recovery of civil penalties under the PAGA in an amount to be shown according to proof.

60. Pursuant to Labor Code section 2699(k), Plaintiff seeks injunctive relief.

61. Pursuant to the PAGA, and/or Labor Code section 2699(k), Plaintiff seeks to recover reasonable attorney's fees, costs, and filing fees paid to the LWDA in an amount to be shown according to proof.

FIFTH CAUSE OF ACTION

(Representative Claim for Civil Penalties Under the PAGA for Violations of Labor Code

Section 226(a) against all Defendants)

62. Plaintiff re-alleges and incorporates by reference the foregoing allegations as though set forth herein.

63. Under Labor Code section 226(a) an employer must either keep a duplicate of the wage statement provided to an employee or a computer-generated record that accurately shows all of the information required under 226(a)(1) through (a)(9).

64. Defendants failed to keep records required under Labor Code section 226(a). By way of example, the copies of Plaintiff's payroll records that Defendants produced to Plaintiff do not include the accurate gross and net wages, total hours worked, and applicable hourly rates and corresponding hours worked.

65. Because Defendants' payroll practices in California are uniform, Defendants' failure to maintain accurate itemized wage statements for Plaintiff is a systemic company-wide issue that affected Representative Employees in California.

66. The PAGA imposes upon Defendants, and each of them, civil penalties for violating Labor Code section 226(a).

67. Plaintiff is seeking civil penalties against Defendants under Labor Code section 2699(f), 226.3, and/or any other applicable statute allowing recovery of civil penalties under the PAGA in an amount to be shown according to proof.

68. Pursuant to Labor Code section 2699(k), Plaintiff seeks injunctive relief.

69. Pursuant to the PAGA, and/or Labor Code section 2699(k), Plaintiff seeks to recover reasonable attorney's fees, costs, and filing fees paid to the LWDA in an amount to be shown according to proof.

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1 **SIXTH CAUSE OF ACTION**

2 **(Representative Claim for Civil Penalties Under the PAGA for Violations of Labor Code**
3 **Section 204 against all Defendants)**

4 70. Plaintiff re-alleges and incorporates by reference the foregoing allegations as though
5 set forth herein.

6 71. Labor Code section 204 imposes an obligation of timely payment of wages upon
7 California employers.

8 72. Defendants violated Labor Code section 204 because they failed to timely pay their
9 employees all earned wages during an applicable pay period. By way of one example, Defendants
10 failed to pay all earned wages, including, but not limited to, sick pay wages in a timely manner as
11 required under Labor Code section 204.

12 73. Defendants' failure to timely pay Plaintiff all wages due and owing is a systemic
13 company-wide issue that affected Representative Employees in California.

14 74. The PAGA imposes upon Defendants, and each of them, civil penalties for violating
15 Labor Code section 204.

16 75. Labor Code section 210 imposes upon Defendants, and each of them, civil penalties of
17 one hundred dollars (\$100) per pay period, per aggrieved employee for initial violations, and two
18 hundred dollars (\$200) per pay period, per aggrieved employee for subsequent violations.

19 76. Plaintiff is seeking civil penalties against Defendants under Labor Code sections 210,
20 2699(f), and/or any other applicable statute allowing recovery of civil penalties under the PAGA in
21 an amount to be shown according to proof.

22 77. Pursuant to Labor Code section 2699(k), Plaintiff seeks injunctive relief.

23 78. Pursuant to the PAGA, and/or Labor Code section 2699(k), Plaintiff seeks to recover
24 reasonable attorney's fees, costs, and filing fees paid to the LWDA in an amount to be shown
25 according to proof.

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1 **SEVENTH CAUSE OF ACTION**

2 **(Representative Claim for Civil Penalties Under the PAGA for Violations of Labor Code**
3 **Sections 201, 202, and 203 against all Defendants)**

4 79. Plaintiff re-alleges and incorporates by reference the foregoing allegations as though
5 set forth herein.

6 80. Under Labor Code section 201, if an employee is discharged by his/her employer, the
7 wages earned and unpaid at the time of discharge are due and payable immediately.

8 81. Under Labor Code section 202, if on the other hand, “an employee not having a written
9 contract for a definite period quits his or her employment, his or her wages shall become due and
10 payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of
11 his or her intention to quit, in which case the employee is entitled to his or her wages at the time of
12 quitting.”

13 82. Labor Code section 203 provides, in pertinent part: “If an employer willfully fails to
14 pay, without abatement or reduction, ... any wages of an employee who is discharged or who quits,
15 the wages of the employee shall continue as a penalty from the due date thereof at the same rate until
16 paid or until an action therefore is commenced; but the wages shall not continue for more than 30
17 days. ...”

18 83. Plaintiff and Representative Employees did not receive all wages upon termination or
19 separation of employment. By way of one example, Plaintiff and Representative Employees were
20 owed wages, including, but not limited to, sick pay wages. To this date, Defendants have not paid
21 Plaintiff and Representative Employees all wages due to them upon their termination of or separation
22 from employment.

23 84. Defendants’ failure to pay Plaintiff all wages due and owing at the time of her
24 separation from employment is a systemic company-wide issue that affected Representative
25 Employees in California that were terminated or separated from employment.

26 85. The PAGA imposes upon Defendants, and each of them, civil penalties for violating
27 Labor Code sections 201, 202, and 203.

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86. Plaintiff is seeking civil penalties against Defendants under Labor Code section 2699(f), and/or any other applicable statute allowing recovery of civil penalties under the PAGA in an amount to be shown according to proof.

87. Pursuant to Labor Code section 2699(k), Plaintiff seeks injunctive relief.

88. Pursuant to the PAGA, and/or Labor Code section 2699(k), Plaintiff seeks to recover reasonable attorney's fees, costs, and filing fees paid to the LWDA in an amount to be shown according to proof.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for a judgment against Defendants as follows:

1. An award of civil penalties pursuant to the PAGA and/or other applicable laws;
2. An award of reasonable attorney's fees, costs, and filing fees paid to the LWDA pursuant to the PAGA, California Labor Code section 2699(g), and/or other applicable law;
3. Post-judgment interest as provided by law; and
4. Injunctive relief;
5. Such other and further relief that the Court may deem just and proper.

Dated: May 4, 2026

THE JAMI LAW FIRM P.C.

By: 
 Tamim Jami
 Attorney for Plaintiff
 ZINA SHANNON