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ALIZADEH EMPLOYEES LAW, PROF. CORP.

March 9, 2019

VIA CERTIFIED MAIL

Attn: PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Subject: *Javier Farfan v. Walmart, Inc.; Crystal Garibaldi*

Dear Representative:

This office represents Javier Farfan (Employee), an employee of Walmart, Inc. (Employer).

Employer may be contacted directly at:

Walmart, Inc.
708 SW 8th Street
Bentonville AR 72716

Employee intends to seek penalties on behalf of Employee and other current and former employees for violations of the California Labor Code, which are recoverable under California Labor Code §2699 et seq. Employee is seeking penalties on behalf of the State of California of which 75% will be kept by the state, while 25% will be available to aggrieved employees. This letter is sent in compliance with the reporting requirements of California Labor Code §2699.3.

At all times alleged herein, Employer was, and is, one of the largest retailers in the US. Employer serves customers at their facilities throughout California. Employee worked as an asset protection associate at Employer's worksites in Buena Park, CA from approximately 2010 through some time in June 2018 when Employee was terminated [redacted] At the same time, Employer defamed Employee by falsely accusing him of ethics violations and publishing these statements to persons that had no reason or need to know, all due to malice and ill of Employee's supervisor, [redacted].

Employee's duties included providing theft prevention and store security. Employee was paid $15 per hour. Employee regularly used his cellphone for work purposes and was not compensated for the use of his cell phone. Employee also incurred other necessary businessrelated expenses that he was not compensated for. Employer also required Employee to take a mandatory 1-hour lunch and would not allow Employee to clock back in prior to the end of the 1-hour lunch period, causing Employee to spend an extra 30 minutes unpaid while waiting to return to work. This extra 30 minutes should have counted as time worked as the Employee could not make beneficial use of this time and this time was spent for the benefit of the Employer in complying with the meal period requirements. Employer violated the following Labor Code sections:

- Labor Code § 204 by failing to pay all wages due to Employee and other current and former employees semimonthly. This violation is based on the theory that Employee was entitled to reimbursement of expenses. These expenses are considered wages. *See Department of Industrial Relations etc. v. UI Video Stores, Inc.*, 55 Cal.App.4th 1084 (1997). By failing to reimburse Employee semimonthly, Employer failed to pay Employees all his wages semimonthly. Thus Employer violated section 204 by failing to reimburse him. Additionally, Employee violated this section by failing to compensate Employee for the additional 30-minute lunch break that Employee was required to take. This 30 minute should be counted as time worked as the Employee could not make beneficial use of this time and this time was spent for the benefit of the Employer in complying with the meal period requirements.

-Labor Code § 210 by violating section 204 as stated above. Section 210 entitles Employee to civil penalties for Employer’s violation of section 204.

-Labor Code § 226 subsection (a)(1), by failing to provide Employee with his paycheck an itemized statement in writing showing gross wages earned. This is due to Employer’s failure to reimburse Employee as explained above for section 204.

-Labor Code § 1198 by violating Wage Order No. 5, paragraphs 9 and 20. This is due to Employer’s failure to reimburse Employee as explained above for section 204.

-Labor Code § 1199 by causing Employee to work under conditions prohibited by Wage Order No. 5, paragraphs 9 and 20. This is due to Employer’s failure to reimburse Employee as explained above for section 204.

-Labor Code § 2802 by failing to reimburse Employee for Expenses incurred for purchasing slip resistant shoes and maintaining his uniform.

-Labor Code § 6401 by failing to provide Employee with slip-resistant shoes and other necessary safety equipment. Section 6401 imposes a duty on Employer to furnish safety devices and safeguard. Slip-resistant shoes are a safety device and safeguard necessary to render Employee’s employment and place of employment safe and healthful. Employer failed to provide slip-resistant shoes and other necessary safety equipment to Employee in violation of section 6401.

-Labor Code § 6401.7 by failing to implement and maintain an injury prevention program because Employer failed to provide an occupational safety and training program, conduct periodic safety inspections, implement a system for correcting unsafe and unhealthy conditions, failure to provide a discipline system, among other omissions that violate section 6401.7.

-Labor Code § 6403 by failing to provide Employee with slip-resistant shoes. Section 6403 imposes a duty on Employer to furnish safety devices and safeguard. Slip-resistant shoes are a safety device and safeguard necessary to render Employee's employment and place of employment safe and healthful. Employer failed to provide slip-resistant shoes to Employee in violation of section 6403.

Therefore, on behalf of all affected employees, Employee seeks all applicable penalties related to these violations of the California Labor Code pursuant to California's "Labor Code Private Attorney General Act of 2004."

Thank you for your attention to this matter. If you have any questions, please contact me.

Dated: March 9, 2019

ALIZADEH EMPLOYEES LAW, PROF. CORP.

Arash Alizadeh

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ARASH N. ALIZADEH
Attorney for Employee