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Attorneys for Plaintiff
JAVIER FARFAN

SUPERIOR COURT OF THE STATE OF CALIFORNIA,

COUNTY OF LOS ANGELES, STANLEY MOSK COURTHOUSE

JAVIER FARFAN, on behalf of himself and other current or former employees,

Plaintiff,

v.

WALMART, INC.; and DOES 1 through 20, inclusive,

Defendants.

CASE NO. 19STCV18330

COMPLAINT FOR:

1. **Failure to Pay Overtime Compensation (Labor Code § 1194)**
2. **Failure to Provide Meal Periods (Labor Code § 226.7)**
3. **Failure to Provide Rest Periods (Labor Code § 226.7)**
4. **Failure to Provide Accurate Wage Statements (Labor Code § 226)**
5. **Waiting-Time Penalty (Labor Code § 203)**
6. **Unfair Business Practices (Bus. & Prof. Code § 17200 et seq.)**
7. **Failure to Prevent Discrimination (FEHA)**
8. **Discrimination (sex/gender) (FEHA)**
9. **Business Expense Reimbursement (LC 2802)**
10. **Wrongful Termination In Violation Of Public Policy**
11. **Failure to Pay All Wages**
12. **PAGA**

Plaintiff JAVIER FARFAN, an individual, alleges for his Complaint against Defendant WALMART, INC, a corporation; and DOES 1 through 20, inclusive; as follows:

PARTIES AND JURISDICTION

1. Plaintiff JAVIER FARFAN ("Plaintiff" or "Employee") is and at all times relevant to this Complaint was an individual with places of residence in the County of Orange, California and County of Los Angeles, California.

2. Defendant WALMART, INC. ("Walmart" or "Defendant" or "Employer") is incorporated under the laws of the state of Delaware and has its principal executive offices in Bentonville, Arkansas. Walmart is engaged in the business of electronic commerce and retail supermarkets worldwide.

3. Plaintiff is informed and believes that Defendants DOES 1 through 20 are individually and/or jointly liable to his for the wrongs alleged herein. The true names and capacities of Defendants DOES 1 through 20, whether individual, corporate, or otherwise, are unknown to Plaintiff at this time. Accordingly, Plaintiff sues Defendants DOES 1 through 20 by fictitious names and will amend this Complaint to show their true names and capacities after they are ascertained.

4. Plaintiff is informed and believes that each Defendant conspired with, aided and abetted, ratified the conduct of, knowingly acquiesced in, acted with the consent and permission of, and accepted the benefits of each other Defendant with respect to the matters alleged herein.

5. Plaintiff is informed and believes that, except as otherwise alleged herein, each Defendant is, and at all times relevant to this Complaint was, the agent, joint-employer, partner, joint venturer, alter ego, affiliate, and/or co-conspirator with or of each of the other Defendants, and/or otherwise acted on the behalf of each other Defendant.

6. The jurisdiction of this Court is proper for the relief sought herein, and the amount demanded by Plaintiff exceeds $25,000.

FACTS COMMON TO MORE THAN ONE CAUSE OF ACTION

7. In this action, Plaintiff seeks recovery of wages that he earned, but never received. He seeks reimbursement for business expenses incurred but not reimbursed. He also seeks compensation for gender and sex discrimination and wrongful termination in violation of public policy.

8. Employee worked as an asset protection associate at Employer's worksites in Buena Park, CA from approximately 2010 through June 22, 2018 when Employee was terminated discriminated, and retaliated against due to his gender, sex and complaining about same. At the same time, Employer defamed Employee and portrayed him in a false light by falsely accusing him of ethics violations for doing his job and subsequently publishing these statements to persons that had no reason or need to know, all due to malice and ill will of Employee's supervisor, Crystal Garibaldi. During his time with Defendants, Plaintiff performed his job in a satisfactory manner.

9. Employee's duties included theft prevention and providing 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 business-related expenses that were not reimbursed.

10. 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. Further, Defendant violated the split-shift premium pay law (8 CCR § 11050(4)(C)) by failing to pay Plaintiff and other workers one hour's pay for each day Plaintiff worked split shifts due to the mandatory 1-hour lunch period.

11. Plaintiff was also not reimbursed for reasonably necessary business expenses, (such as cell phone, safety and slip-resistant shoes; among other expenses). Defendants regularly required Plaintiff and the other employee to use their personal cell phones as a direct consequence of the discharge of their duties. Defendants through supervisors and managers regularly called or texted Plaintiff and the other employees with work-related communications and required that Plaintiff and the other employees respond to these communications.

12. Defendants have not reimbursed or indemnified Plaintiff and the other employees for the out-of-pocket expenses incurred as a result of the work-related use of their personal cell phones.

13. As a result of these violations, Defendants also failed to give Plaintiff proper wage statements and failed to pay all wages due to Plaintiff upon termination. The violations experienced by Plaintiff were also experienced by other employees during the entire time Plaintiff worked for Defendants.

14. Additionally, because Defendant failed to reimburse Plaintiff and other employees for reasonably necessary business expenses, they caused their wages to fall below minimum wages, failed to pay their full overtime wages, failed to timely pay wages, and failed to provide accurate wage statement, among other violations as a result. This is because the unreimbursed expenses and uniform maintenance costs are considered "wages." (*In re Work Uniform Cases*, 133 Cal.App.4th 328 (2005) (holding that payment for uniform maintenance is compensation); *see also Sanchez v. Aerogroup Retail Holdings, Inc.*, 12-CV-05445-LHK, Order On Motion to Dismiss at 12 (N.D. Cal. May 8, 2013) (holding that Labor Code sections 1194, 1194.2, 1197, and 1197.1 permit an action based on unreimbursed expenses because they are 'wages').

15. On May 23, 2019, Plaintiff obtained a Right To Sue letter from the Department of Fair Employment and Housing for the violations alleged in this pleading.

FIRST CAUSE OF ACTION

(Failure to Pay Overtime Compensation (Labor Code § 1194))

(Against Defendants)

16. Plaintiff hereby repeats, realleges, and incorporates by this reference each and every allegation from each and every paragraph before and after this paragraph, as though said paragraphs were set forth in full herein.

17. At all times relevant, Plaintiff was employed by Defendants, and the applicable Wage Order of the IWC was Wage Order 5-2001, codified at Title 8, California Code of Regulations, section 11050 ("Wage Order"). As established by the IWC in the Wage Order and as required under Labor Code section 510, Defendants were obligated to pay Plaintiff an overtime wage of one and one-half times his regular rate for all hours worked after the eighth hour of work on any workday and for every hour worked after the 40th hour of work in any workweek. Plaintiff did not qualify for any exemption from these requirements.

18. As described above, because Defendant failed to compensate Plaintiff for the mandatory 1-hour lunch, Defendant failed to pay Plaintiff for all hours worked, including overtime.

19. Defendants breached their obligations and did not pay Plaintiff all the overtime pay required. Defendants failed to account for all overtime hour, such as time spent waiting for jobs before shifts start or time spend working through meal breaks.

20. Plaintiff is therefore entitled to recover under Labor Code section 1194 for all unpaid overtime wages, together with interest, attorney's fees, and costs of suit.

SECOND CAUSE OF ACTION

(Failure to Provide Meal Periods (Labor Code §§ 226.7))

(Against Defendants)

1. Plaintiff hereby repeats, realleges, and incorporates by this reference each and every allegation from each and every paragraph before and after this paragraph, as though said paragraphs were set forth in full herein.

2. At all times relevant, Plaintiff was employed by Defendants and Wage Order applied to them.

3. On each day that Plaintiff worked more than five hours, Defendants were required to provide Plaintiff with a meal period completely free from all duties in compliance with Labor Code sections 226.7 and 512, Wage Order, and all other applicable laws and regulations. Plaintiff did not qualify for any exemption from these requirements.

4. Defendants failed to provide Plaintiff with meal periods that were completely free from any work obligations because Defendant would contact Plaintiff on his phone during his breaks.

5. Accordingly, Defendants were and are required to pay Plaintiff one hour of premium pay as required under California Labor Code sections 226.7 and Wage Order § 11(B) for each workday that it failed to provide Plaintiff with a meal period free from all work duties. Plaintiff estimates this to be each and every workday during his employment as far back as the law will allow.

THIRD CAUSE OF ACTION

(Failure to Provide Rest Periods (Labor Code §§ 226.7))

(Against Defendants)

6. Plaintiff hereby repeats, realleges, and incorporates by this reference each and every allegation from each and every paragraph before and after this paragraph, as though said paragraphs were set forth in full herein.

7. At all times relevant, Plaintiff was employed by Defendants, and the Wage Order applied.

8. Defendants were required to provide Plaintiff with rest periods that were completely free from any work obligations in compliance with Labor Code sections 226.7 and 512, Wage Order, and all other applicable laws and regulations. Defendants were required to give Plaintiff one ten-minute rest period free from all duties during each work shift of four hours or major fraction thereof. On days that Plaintiff worked eight or more hours, Plaintiff was entitled to two rest periods. Plaintiff did not qualify for any exemption from these requirements.

9. Defendants failed to provide Plaintiff with rest periods that were completely free from work during the middle of his work shifts.

10. Accordingly, Defendants were and are required to pay Plaintiff one hour of premium pay as required under California Labor Code sections 226.7 and Wage Order § 12(B) for each workday that it failed to provide Plaintiff with rest periods free from all work duties. Plaintiff estimates this to be each and every workday during his employment as far back as the law will allow.

FOURTH CAUSE OF ACTION

(Failure to Provide Accurate Wage Statements (Labor Code § 226))

(Against Defendants)

11. Plaintiff hereby repeats, realleges, and incorporates by this reference each and every allegation from each and every paragraph before and after this paragraph, as though said paragraphs were set forth in full herein.

12. Under California Labor Code section 226, Defendants were required to provide wage statements to Plaintiff that accurately reflected his true hours of labor worked.

13. To the contrary, Defendants provided wage statements that reflected far less than the actual amount of labor performed by Plaintiff. Despite working numerous overtime hours as described in this Complaint, Defendants issued wage statements to Plaintiff without listing the hours worked and paying him the same amount without fluctuation and without any regard to actual time worked, when in fact Plaintiff worked many more hours than indicated.

14. Plaintiff was harmed by, among other things, not being alerted to the fact that Defendants violated California's overtime laws or that he was being underpaid and thereby suffering continuous violations of his rights for a period of years;; not having accurate documentation to allow him to make a more precise calculation of his wages owed or to prove his wage claims with more certainty, all of which resulted in Defendants underpaying Plaintiff as set forth above in overtime wages.

15. Defendants' conduct was a substantial factor in causing Plaintiff harm.

16. Defendants are liable for actual damages caused subject to proof at trial plus interest thereon and attorney's fees and costs under California Labor Code section 226(e).

FIFTH CAUSE OF ACTION

(Waiting-Time Penalty (Labor Code § 203))

(Against Defendants)

17. Plaintiff hereby repeats, realleges, and incorporates by this reference each and every allegation from each and every paragraph before and after this paragraph, as though said paragraphs were set forth in full herein.

18. As set forth in Labor Code section 201 and 202, upon the termination of Plaintiff's employment or within 72 hours thereafter, Defendants were obligated to pay Plaintiff all compensation earned and unpaid at time of termination.

19. Defendants did not do so. As described above, Plaintiff was never paid for numerous hours of overtime labor, and he has not received any payment for those hours of labor even as of the filing of this Complaint.

20. Under Labor Code section 203, Defendants are obligated to pay Plaintiff a waiting-time penalty equivalent to thirty full working days worth of wages in an amount according to proof at plus interest thereon, attorney's fees, and costs of suit.

SIXTH CAUSE OF ACTION

VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200)

21. Plaintiff hereby repeats, realleges, and incorporates by this reference each and every allegation from each and every paragraph before and after this paragraph, as though said paragraphs were set forth in full herein.

22. Defendants are "persons" as defined under Business and Professions Code section 17021. Each of the directors, officers, and/or agents of the Defendants are equally responsible for the acts of the others as set forth in Business and Professions Code Section 17095.

23. Defendants' violations of California law as discussed above, including Defendants' failures to pay Plaintiff all earned overtime and premium-pay wages, failure to pay Plaintiff all wages due at termination or resignation, and failure to provide accurate earnings statements and additional violations alleged in the attached PAGA notice constitutes unfair business practices in violation of Business & Professions Code Section 17200 et seq.

24. Defendants have failed to reimburse Plaintiff for all necessary expenditures or losses incurred by Plaintiff in direct consequence of the discharge of her duties in violation of Labor Code § 2802.

25. Defendant has failed to maintain Plaintiff's uniforms and reimburse Plaintiff for this expense in violation of Labor Code §§ 1198, 2802 and Wage Order ¶ 9.

26. Defendants' violations have resulted in Defendants underreporting to federal and state authorities wages earned by Plaintiff and, therefore, underpaying state and federal taxes, employer matching funds, unemployment premiums, social-security and workers'-compensation premiums, etc.; and Defendants have similarly reaped an unlawful financial gain by exploiting Plaintiff by taking his labor without lawful compensation.

27. As a result of Defendants' unfair business practices, Defendants have reaped unfair benefit, illegal competitive advantage, and illegal profit at the expense of Plaintiff and other current

and former employees, competitors, and the general public. Defendants should be made to disgorge their ill-gotten gains and restore such monies to Plaintiff and to those other current and former employees as restitution.

28. Defendants' unfair business practices entitle Plaintiff to seek preliminary and permanent injunctive relief, including but not limited to orders that Defendants account for, disgorge, and restore to Plaintiff all compensation unlawfully withheld.

29. Plaintiff further requests that a receiver be appointed to control and monitor all of the business affairs of Defendants, and each of them, to ensure compliance with applicable wage-and hour-laws of the State of California and to ensure that full restitution is made to Plaintiff of his owed and unpaid compensation.

30. Plaintiff further requests that the Court issue a preliminary injunction against Defendants, and each of them, to prevent them from committing further violations of the Labor Code and the unfair business practices alleged herein.

31. Plaintiff acts in the public interest by exposing Defendants' unfair business practices and seeking injunctive relief to remedy those practices. Plaintiff asks for an award of attorneys' fees and costs under Code of Civil Procedure section 1021.5.

SEVENTH CAUSE OF ACTION

FAILURE TO PREVENT DISCRIMINATION (FEHA)

(Against All Defendants)

32. The allegations set forth in paragraphs above are re-alleged and incorporated herein by reference.

33. Throughout his employment, Defendants continually, consistently and unlawfully harassed and discriminated against Plaintiff on the basis of his sex and gender as set forth above.

34. Defendant failed to take all reasonable steps necessary to prevent discrimination and harassment of Plaintiff from occurring, as alleged above. Specifically, and among other things, the Defendants failed to: adequately train supervisors as to handling and identifying unlawful harassment or discrimination; and educate employees about what constitutes unlawful harassment or discrimination.

35. As a direct and proximate result of the Defendant's failure to take all reasonable steps necessary to prevent discrimination and harassment, as alleged above, Plaintiff has been harmed in that he has suffered physical and emotional injury, consequential and incidental losses, including but not limited to loss of income and benefits.

36. As a further proximate result of Defendant's despicable discriminatory actions, as alleged above, Plaintiff has suffered general and compensatory damages in that Plaintiff has foreseeably suffered humiliation, mental anguish, severe emotional and physical distress, and has been injured in mind and body in an amount according to proof.

37. Defendant's above-referenced despicable actions were done with malice, fraud and oppression, and in reckless disregard of Plaintiff's rights. Plaintiff is therefore entitled to punitive damages in an amount necessary to punish defendants and deter such conduct in the future.

38. As a further and proximate result of Defendant's despicable discriminatory actions, as alleged above, Plaintiff is entitled to reasonable costs and attorneys' fees pursuant to the Fair Employment and Housing Act, California Government Code § 12900, et seq.

EIGHTH CAUSE OF ACTION

DISCRIMINATION BASED ON GENDER/SEX (FEHA)

(Against All Defendants)

39. The allegations set forth in paragraphs above are re-alleged and incorporated herein by reference.

40. Defendant engaged in unlawful employment practices in violation of the FEHA by terminating Plaintiff on the basis of his sex/gender, as set forth above.

41. Plaintiff is informed and believes and based thereon alleges that his sex and gender, was a substantial motivating reason in Defendant's termination of his employment, and other discrimination against him, in violation of Government Code §12940(a).

42. As a proximate result of the wrongful conduct of Defendants, and each of them, Plaintiff has suffered and continues to sustain substantial losses in earnings and other employment benefits in an amount according to proof at the time of trial.

43. As a proximate result of the wrongful conduct of Defendants, and each of them, Plaintiff has suffered humiliation, emotional distress, and mental pain and anguish, all to his damage in an amount according to proof at the time of trial.

44. In doing the acts herein alleged, Defendants, and each of them, acted with oppression, fraud, malice, and in conscious disregard of Plaintiff's rights and Plaintiff is therefore entitled to punitive damages in an amount according to proof at the time of trial.

45. Plaintiff has also incurred and continues to incur attorneys' fees and legal expenses in an amount according to proof at the time of trial.

NINTH CAUSE OF ACTION

BUSINESS EXPENSE REIMBURSEMENT (L.C. § 2802)

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

47. Code section 2802(a) provides: "An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful."

48. Since at least four years prior to filing this action, Defendant failed to reimburse Plaintiff for the following expenditures, among others, incurred as a result of discharging his duty: cost of cell phone usage and safety equipment.

49. Under Code section 2802(c), Plaintiff is entitled to recover all reasonable costs, including attorney's fees, incurred in enforcing his rights granted by Section 2802. The allegations set forth in paragraphs above are re-alleged and incorporated herein by reference.

TENTH CAUSE OF ACTION

WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY

50. The allegations set forth in paragraphs above are re-alleged and incorporated herein by reference.

51. Defendant's termination of plaintiff's employment violates the fundamental public policies of the State of California including, but not limited to, the policy prohibiting an employer from discriminating against an employee because of such employee's sex and gender, as set forth in Government Code § 12920, and as stated above and because Plaintiff complained about discrimination and harassment due to sex and gender.

52. As a direct and proximate result of the Defendants actions/inactions, Plaintiff has been harmed in that he has suffered physical and emotional injury, consequential and incidental losses, including but not limited to loss of income and benefits.

53. As a further proximate result of the Defendant's actions/inactions, as alleged above, Plaintiff has suffered general and compensatory damages in that Plaintiff has foreseeably suffered humiliation, mental anguish, severe emotional and physical distress, and has been injured in mind and body in an amount according to proof.

54. Defendant's above-referenced despicable actions were done with malice, fraud and oppression, and in reckless disregard of Plaintiff's rights. Plaintiff is therefore entitled to punitive damages in an amount necessary to punish Defendant and deter such conduct in the future.

ELEVENTH CAUSE OF ACTION

FAILURE TO PAY ALL WAGES

(Against All Defendants)

55. Plaintiff hereby re-allege and incorporate b reference the allegations set forth in this pleading as though fully set forth herein.

56. Pursuant to Labor Code §§ 1197-1198, and the Wage Order, Plaintiffs and aggrieved employees were not exempt managerial, administrative, or professional employees.

57. As a result of Defendant's conduct set forth herein, Plaintiff and fellow aggrieved employees are entitled to a recovery of damages for all unpaid wages at the proper rates of pay as restitution from Defendants.

58. At all times pertinent hereto, California Labor Code § 1194.2 provides for the recovery of prejudgment interest in any action brought to recover the nonpayment of wages, at the rate specified in Civil Code § 3289.

59. At all times pertinent hereto, Labor Code §1194, provided for the recovery of attorney's fees in any action brought to recover the nonpayment of minimum wages.

60. Plaintiff is informed, believes, and thereon alleges that Defendants, and each of them, ordered, authorized, approved, or ratified the conduct herein alleged with intent to deprive Plaintiff and fellow members of the Class/aggrieved employees of their wages and other benefits to which they were entitled under California law, so as to increase Defendants' revenue, notwithstanding statutory obligations, including those which carry criminal penalties for noncompliance.

61. Plaintiff is informed, believes, and thereon alleges that Defendants, by and through their respective corporate officers, directors, and managing agents, ordered, authorized, approved, and/or ratified the conduct herein alleged with intent to deprive the Plaintiff and aggrieved employees of monies to which they were and are entitled under California law, so as to increase Defendants' revenue, notwithstanding clear statutory obligations, including those which carry criminal penalties for noncompliance. .

TWELFTH CAUSE OF ACTION

(Violation of Labor Code Private Attorneys General Act of 2004, L.C. §§ 2698 et seq.)

62. Plaintiff acts in the public interest by exposing Defendants' unfair business practices and seeking injunctive relief to remedy those practices. Plaintiff asks for an award of attorneys' fees and costs under Code of Civil Procedure section 1021.5.

63. Plaintiff brings this cause of action pursuant to PAGA on behalf of Plaintiff and other current and former aggrieved employees. Plaintiff is an "aggrieved employee" as defined in Labor Code § 2699(c) and brings this cause of action on behalf of Plaintiff and other current and former employees ("Plaintiffs") against Defendants for the violation of the Labor Code sections alleged in this pleading and the attached PAGA Notice, which is attached as **Exhibit 1** and incorporated herein by reference as if fully set forth in this pleading.

64. Plaintiff properly submitted the PAGA Notice to the Labor and Workforce Development Agency (LWDA) and Division of Occupational Safety and Health (DOSH) Notify them of the specific provisions of the Labor Code alleged herein to have been violated, including the facts and theories to support the alleged violations. More than 60 days lapsed since Plaintiff's

postmarked its notice and neither LWDA nor DOSH have taken any action nor given notice of its intention to take any action.

65. Due to the aforementioned conduct of Defendants, Plaintiffs are entitled to penalties as set forth in each alleged Labor Code section that has been violated or if no penalties are provided, the default penalty set forth in Labor Code section 2699.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for the following relief against Defendants:

1. For general and special compensatory damages in an amount not less than $200,000.
2. For liquidated damages, interest thereon, attorney's fees, and costs of suit under Labor Code section 1194
3. For unpaid wages, overtime wages, meal and rest period premium pay according to proof at trial
4. For interest thereon, attorney's fees, and costs of suit under Labor Code section 226(e);
5. For waiting-time penalties according to proof at trial
6. For punitive damages in an amount sufficient to punish and make an example of Defendants for the wrongful conduct alleged herein and to deter such conduct in the future;
7. For restitution in an amount subject to proof at trial
8. For disgorgement of profits gained as a result of Defendants' unlawful failure to pay wages and other compensation earned and other unlawful and unfair business practices;
9. For penalties under PAGA in an amount not less than $3,000,000.
10. For attorney's fees under Code of Civil Procedure section 1021.5; Labor Code 1194, 2802;
11. For pre- and post-judgment interest;
12. General, special and punitive damages;
13. For declaratory relief;

14. For costs of suit and attorney fees; and

15. For such further relief as the Court may deem appropriate.

DEMAND FOR TRIAL BY JURY

Plaintiff hereby demands a trial by jury.

Respectfully submitted,

Dated: 5/24/19

ALIZADEH EMPLOYEES LAW, PROF. CORP.

Arash Alizadeh

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ARASH N. ALIZADEH, attorney for plaintiff
Javier Farfan

Exhibit 1

alizadeh
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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 and discriminated against due to his gender and sex. 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, Crystal Garibaldi.

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 business-related 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