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Electronically FILED by
Superior Court of California,
County of Los Angeles
8/01/2024 4:40 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By M. Davis, Deputy Clerk

Attorneys for Plaintiff, the State of California, and the Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

13 MALEEH MOLSTAD, solely in her representative
14 capacity under the Private Attorneys General Act
of 2004 ("PAGA"),

15 Plaintiff,

16 v.

17
18 WALMART INC., a Delaware Corporation; and
19 DOES 1 through 100, inclusive,

20 Defendants.
21

Case No. **24AVCV00931**

COMPLAINT

(1) Violation of California Labor Code § 2698 et
seq. (California Labor Code Private Attorney
General Act of 2004)

DEMAND FOR JURY TRIAL

1 Plaintiff MALEEH MOLSTAD (“Plaintiff”), solely in her representative capacity under the
2 California Labor Code Private Attorneys General Act of 2004 (“PAGA”), files this Complaint against
3 Defendant WALMART INC., and DOES 1 through 100, inclusive (“Defendants”). Plaintiff’s allegations
4 are based upon information and belief and upon investigation of Plaintiff’s counsel, except for allegations
5 specifically pertaining to Plaintiff, which are based upon Plaintiff’s personal knowledge.

6 **JURISDICTION AND VENUE**

7 1. This PAGA action asserts claims by Plaintiff only in her representative capacity on behalf
8 of the State of California and all other current and former aggrieved employees for civil penalties pursuant
9 to California Labor Code sections 2698, *et seq.*

10 2. This PAGA action does not assert any individual PAGA claim.

11 3. Plaintiff is not pursuing an individual PAGA claim and hereby expressly waives any
12 recovery for her individual PAGA claim.

13 4. The monetary damages sought exceed the minimal jurisdiction limits of the Superior Court
14 and will be established according to proof at trial.

15 5. This Court has jurisdiction over this action pursuant to the California Constitution, Article
16 VI, section 10, which grants the Superior Court “original jurisdiction in all causes except those given by
17 statute to other courts.” The statutes under which this action is brought do not specify any other basis for
18 jurisdiction.

19 6. This Court has jurisdiction over all Defendants because each defendant is either a citizen
20 of California, has sufficient minimum contacts in California, or otherwise intentionally avails itself of the
21 California market so as to render the exercise of jurisdiction over it by the California courts consistent
22 with traditional notions of fair play and substantial justice.

23 7. Venue is proper in this Court because, upon information and belief, the named Defendants
24 reside, transact business, or have offices in this county and the acts and omissions alleged herein took
25 place in this county.

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1 **PARTIES**

2 8. Plaintiff MALEEH MOLSTAD ("Plaintiff") is a citizen of the State of California.

3 9. Defendant WALMART INC. ("WALMART INC.") is a corporation organized and
4 existing under the laws of the State of Delaware, and transacts business throughout the State of California,
5 including the County of Los Angeles. At all relevant times, WALMART INC., was the "employer" of
6 Plaintiff within the meaning of all applicable state laws and statutes.

7 10. At all times herein relevant, Defendants WALMART INC. and DOES 1 through 100, and
8 each of them, were the agents, partners, joint venturers, representatives, servants, employees, successors-
9 in-interest, co-conspirators and assigns, each of the other, and at all times relevant hereto were acting
10 within the course and scope of their authority as such agents, partners, joint venturers, representatives,
11 servants, employees, successors, co-conspirators and assigns, and that all acts or omissions alleged herein
12 were duly committed with the ratification, knowledge, permission, encouragement, authorization and
13 consent of each defendant designated herein.

14 11. The true names and capacities, whether corporate, associate, individual or otherwise, of
15 defendants DOES 1 through 100, inclusive, are unknown to Plaintiff who sues said defendants by such
16 fictitious names. Plaintiff is informed and believes, and based on that information and belief alleges, that
17 each of the defendants designated as a Doe is legally responsible for the events and happenings referred
18 to in this complaint, and unlawfully caused the injuries and damages to Plaintiff alleged in this complaint.
19 Plaintiff will seek leave of court to amend this complaint to show the true names and capacities when the
20 same have been ascertained

21 12. Defendants WALMART INC., and DOES 1 through 100 will hereinafter collectively be
22 referred to as "Defendants" or "WALMART INC."

23 **FACTUAL ALLEGATIONS**

24 13. WALMART, INC. is a global retail store operator, with some locations offering delivery
25 services to its customers.

26 14. To accomplish this task, WALMART, INC., hires drivers (referred to as "Spark Drivers")
27 to shop for and deliver groceries and merchandise directly to its customers' homes.

28 15. At all times relevant herein, Defendants employed Plaintiff as a Spark Driver.

1 16. Defendants compensate its Spark Drivers based on the number of miles driven and the
2 order size (“Trip Earnings”). Additionally, customers have the option of leaving a tip at the time they
3 place their order—before the order is actually delivered by the Spark Driver.

4 17. Defendants also guarantee that the Spark Drivers will receive 100% of the tips earned
5 (“Confirmed Tips”).

6 18. Despite this, Defendants reduce the Spark Drivers’ Confirmed Tip amount to \$0.00 after
7 completing a delivery, and deduct the Confirmed Tip amount from the Spark Drivers’ total Trip
8 Earnings, depriving them of their guaranteed tips.

9 19. As a result, Plaintiff and the aggrieved employees have been deprived of fundamental
10 employment rights, such as the right to full payment of gratuities, the right to accurate and itemized
11 wage statements, and the right to the prompt payment of full wages within time limits designated by
12 law.

13 20. Plaintiff is informed and believes, and based thereon alleges, that at all times herein
14 relevant, Defendants were advised by skilled lawyers and other professionals, employees, advisors, and
15 consultants highly knowledgeable about California employment and wage law practices.

16 21. Plaintiff is informed and believes, and based thereon alleges, that at all times herein
17 relevant, without any justification, Defendants ignored the employment and wage law proposed by skilled
18 lawyers and other professionals, employees, advisors, and consultants highly knowledgeable about
19 California employment and wage laws.

20 22. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
21 should have known that Plaintiff and aggrieved employees were entitled to receive certain wages for all
22 work performed, including gratuities.

23 23. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
24 should have known that Plaintiff and the other aggrieved employees were entitled to receive certain wages
25 for all work performed, and that they were not receiving compensation for all work performed.

26 24. Plaintiff is informed and believes, and based thereon alleges, that Defendants engaged in a
27 uniform policy and systematic scheme of wage abuse against their Spark Drivers.

28 25. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or

1 should have known that Plaintiff and the other aggrieved employees were entitled to receive all wages
2 owed to them upon discharge or resignation.

3 26. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
4 should have known that Plaintiff and the other aggrieved employees were entitled to receive complete and
5 accurate wage statements in accordance with California law.

6 27. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
7 should have known that they had to keep complete and accurate payroll records for Plaintiff and the other
8 aggrieved employees in accordance with California laws.

9 28. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
10 should have known that they had a duty to compensate Plaintiff and the other aggrieved employees
11 pursuant to California law, and that Defendants had the financial ability to pay such compensation, but
12 willfully, knowingly, and intentionally failed to do so, and falsely represented to Plaintiff and the other
13 aggrieved employees that they were properly denied wages, all in order to increase Defendants' profits.

14 29. At all material times set forth herein, Defendants regularly and consistently failed to
15 compensate Plaintiff and the other aggrieved employees all guaranteed gratuities, without deduction.

16 30. At all material times set forth herein, Defendants regularly and consistently failed to
17 provide complete and accurate wage statements to Plaintiff and the other aggrieved employees.

18 31. At all material times set forth herein, Defendants regularly and consistently failed to pay
19 Plaintiff and the other aggrieved employees all wages owed to them upon discharge or resignation.

20 32. At all material times set forth herein, Defendants failed to keep complete and accurate
21 payroll records for Plaintiff and the other aggrieved employees.

22 **PAGA ALLEGATIONS**

23 33. At all times set forth herein, PAGA was applicable to Plaintiff's employment by
24 Defendants.

25 34. At all times set forth herein, Plaintiff, like the other aggrieved employees, were employed
26 by Defendants and against whom one or more of the following Labor Code violations were committed.

27 35. At all times herein, PAGA provides that any provision of law under the California Labor
28 Code that provides for a civil penalty to be assessed and collected by the LWDA for violations of the

1 California Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved
2 employee on behalf of herself and other current or former employees pursuant to procedures outlined in
3 California Labor Code section 2699.3.

4 36. Pursuant to PAGA, a civil action under PAGA may be brought by an “aggrieved
5 employee,” who is any person that was employed by the alleged violator and against whom one or more
6 of the alleged violations was committed.

7 37. Plaintiff was employed by Defendants and the alleged violations were committed against
8 her during her time of employment and she is therefore, an aggrieved employee. Plaintiff is an “aggrieved
9 employee” as defined by California Labor Code section 2699, subdivision (c).

10 38. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved employee,
11 including Plaintiff, may pursue a civil action arising under PAGA after the following requirements have
12 been met:

13 a. The aggrieved employee shall give written notice by certified mail (hereinafter
14 “Employee’s Notice”) to the LWDA and the employer of the specific provisions of
15 the California Labor Code alleged to have been violated, including the facts and
16 theories to support the alleged violations.

17 b. The LWDA shall provide notice (hereinafter “LWDA Notice”) to the employer and
18 the aggrieved employee by certified mail that it does not intend to investigate the
19 alleged violation within sixty (60) calendar days of the postmark date of the
20 Employee’s Notice. Upon receipt of the LWDA Notice, or if the LWDA Notice is
21 not provided within thirty-three (65) calendar days of the postmark date of the
22 Employee’s Notice, the aggrieved employee may commence a civil action pursuant
23 to California Labor Code section 2699 to recover civil penalties in addition to any
24 other penalties to which the employee may be entitled.

25 39. On May 21, 2024, Plaintiff provided written notice to the LWDA and to Defendants of the
26 specific provisions of the California Labor Code alleged to have been violated, including the facts and
27 theories to support the alleged violations. A true and correct copy of the notice is attached hereto as
28 Exhibit “A.” Plaintiff has not received any response from the LWDA.

40. Plaintiff satisfied the administrative prerequisites under California Labor Code section 2699.3, subdivision (a), to recover civil penalties against Defendants in addition to other remedies, for violations of the California Labor Code and all applicable wage orders.

FIRST CAUSE OF ACTION

(Violation of California Labor Code §§ 2698, et seq.)

(Against Defendant WALMART INC., and DOES 1 through 100)

41. Plaintiff hereby incorporates by reference all the prior allegations in the preceding paragraphs and each and every part thereof has the same force and effect as though fully set forth herein.

42. PAGA expressly establishes that any provision of the California Labor Code which provides for a civil penalty to be assessed and collected by the LWDA, or any of its departments, divisions, commissions, boards, agencies or employees for a violation of the California Labor Code, may be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself, and other current or former employees.

43. Whenever the LWDA, or any of its departments, divisions, commissions, boards, agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized to exercise the same discretion, subject to the same limitations and conditions, to assess a civil penalty.

44. Plaintiff and the other employees are “aggrieved employees” as defined by California Labor Code section 2699, subdivision (c) in that they are all current or former employees of Defendants, and one or more of the alleged violations was committed against them.

Failure to Pay Statutory Gratuities

45. California Labor Code sections 351 and 353 and the applicable wage order provide that an employer must keep accurate records of all gratuities received, and make it unlawful for an employer or agent to “collect, take, or receive” any tips that an employee earns. Employers are also prohibited from deducting wages from an employee based on the tips they receive.

46. As explained above, Defendants failed to pay Plaintiff and the other aggrieved employees 100% of the tips earned from their deliveries. Instead, Defendants reduced the tips to \$0.00 after a delivery was complete and deducted the Spark Drivers' Confirmed Tip amount from their Trip Earnings. Accordingly, these gratuities were neither paid to Plaintiff and the other aggrieved employees, nor

1 accurately recorded.

2 **Failure to Timely Pay Wages Upon Termination**

3 47. California Labor Code sections 201, 202, and 203 and the applicable wage order provide
4 that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are
5 due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or
6 her wages shall become due and payable not later than seventy-two hours thereafter, unless the employee
7 has given seventy-two hours previous notice of his or her intention to quit, in which case the employee
8 is entitled to his or her wages at the time of quitting.

9 48. As explained above, Defendants failed to pay Plaintiff and the other aggrieved employees
10 their guaranteed Confirmed Tips. Accordingly, these wages are not timely paid to Plaintiff and the other
11 aggrieved employees upon their discharge or termination.

12 **Failure to Timely Pay Wages During Employment**

13 49. California Labor Code section 204 and the applicable wage order require that all wages
14 earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar
15 month, other than those wages due upon termination of an employee, are due and payable between the
16 16th and the 26th day of the month during which the labor was performed, and that all wages earned by
17 any person in any employment between the 16th and the last day, inclusive, of any calendar month,
18 other than those wages due upon termination of an employee, are due and payable between the 1st and
19 the 10th day of the following month. Labor Code section 204 also requires that all wages earned for
20 labor in excess of the normal work period shall be paid no later than the payday for the next regular
21 payroll period.

22 50. As explained above, Defendants failed to pay Plaintiff and the other aggrieved employees
23 their guaranteed Confirmed Tips. Accordingly, these wages are not timely paid Plaintiff and the other
24 aggrieved employees during their employment.

25 **Failure to Provide Compliant Wage Statements**

26 51. California Labor Code section 226 and the applicable wage order require employers to
27 make, keep, and provide true, accurate, timely, and complete wage statement.

28 52. Defendants do not provide Plaintiff and the other aggrieved employees with true,

1 accurate, timely, and complete wage statements as alleged above.

2 **Failure to Keep Complete and Accurate Payroll Records**

3 53. California Labor Code section 1174, subdivision (d) requires employers to keep complete
4 and accurate payroll records.

5 54. Defendants do not keep complete and accurate payroll records for Plaintiff and the other
6 aggrieved employees as alleged above.

7
8 **PRAYER FOR RELIEF**

9 WHEREFORE, Plaintiff prays for relief and judgment against Defendants, jointly and severally, as
10 follows

11 1. Pursuant to California Labor Code section 2699, Plaintiff requests and is entitled to
12 recover from Defendants civil penalties, including:

13 a. Penalties under California Labor Code section 2699 in the amount
14 of a hundred dollars (\$100) for each aggrieved employee per pay
15 period for the initial violation, and two hundred dollars (\$200) for
16 each aggrieved employee per pay period for each subsequent
17 violation;

18 b. Penalties under California Code of Regulations Title 8 section
19 11070 in the amount of fifty dollars (\$50) for each aggrieved
20 employee per pay period for the initial violation, and one hundred
21 dollars (\$100) for each aggrieved employee per pay period for each
22 subsequent violation;

23 c. Penalties under California Labor Code section 210 in addition to,
24 and entirely independent and apart from, any other penalty provided
25 in the California Labor Code in the amount of a hundred dollars
26 (\$100) for each aggrieved employee per pay period for the initial
27 violation, and two hundred dollars (\$200) for each aggrieved
28 employee per pay period for each subsequent violation; and

d. Any and all additional penalties and sums as provided by the California Labor Code and/or other statutes.

2. Pursuant to California Labor Code section 2699, subdivision (i), civil penalties recovered by aggrieved employees shall be distributed as follows: seventy-five percent (75%) to the Labor and Workforce Development Agency for the enforcement of labor laws and education of employers and employees about their rights and responsibilities and twenty-five percent (25%) to the aggrieved employees.

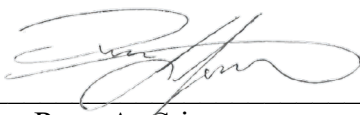
3. Plaintiff is not seeking any sort of individualized (i.e., victim-specific) relief as described in *Esparza v. KS Industries, L.P.* (2007) 13 Cal.App.5th 1228.

4. Plaintiff is not seeking to recover any penalties for her individual PAGA claim and her Prayer for Relief expressly excludes penalties for her individual PAGA claim.

5. Further, Plaintiff is entitled to seek and recover reasonable attorneys' fees and costs pursuant to California Labor Code section 2699, 218.5, 210, and any other applicable statute.

Date: August 1, 2024

PARRIS LAW FIRM

By: 
Ryan A. Crist
Attorneys for Plaintiff,
the State of California, and
the Aggrieved Employees

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Date: August 1, 2024

By:

Ryan A. Crist
Attorneys for Plaintiff,
the State of California,
and the Aggrieved Employees

EXHIBIT “A”



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www.parrislawyers.com

May 21, 2024

VIA ONLINE & BY CERTIFIED MAIL

California Labor & Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, California 94612

Re: Walmart Inc.

Dear Representative:

The Parris Law Firm has been retained to represent Maleeh Molstad against Walmart Inc. (“Walmart”) for violations of the California Labor Code. Ms. Molstad intends to seek penalties under the California Labor Code Private Attorneys General Act of 2004 (“PAGA”) on behalf of the State of California and all current and former employees of Walmart (“Aggrieved Employees”) based on the factual and legal allegations alleged in this letter. Ms. Molstad will not be pursuing an individual PAGA claim and will only be pursuing non-individual, representative PAGA claims on behalf of the State of California and Aggrieved Employees. This letter is sent in compliance with the requirements of California Labor Code section 2699.3.

Walmart is a corporation organized and existing under the laws of the State of Delaware and conducts business throughout the State of California. Its principal place of business is located at 702 SW 8th Street, Bentonville, Arkansas 72716. A copy of this letter was mailed there to SchoolsFirst by certified mail in satisfaction of the requirement under California Labor Code section 2699.3(a)(1)(A).

Walmart employed Ms. Molstad in California as a Spark Driver to shop for and deliver groceries and merchandise from Walmart retail stores directly to customers’ homes. Spark Drivers are compensated for each delivery based on the number of miles driven and the size of the order (“Trip Earnings”). Additionally, customers have the option of leaving a tip at the time they place the order, before the orders are actually delivered. To increase the number of deliveries and maximize its profits, Walmart guarantees that 100% of the tips would be paid to the Spark Driver.

PERSONAL INJURY | ENVIRONMENTAL | EMPLOYMENT

Attorneys – R. Rex Parris | Alexander R. Wheeler | Jason P. Fowler | Kitty K. Szeto | Khail A. Parris
Patricia K. Oliver | Ryan K. Kahl | Jonathan W. Douglass | Rutger R. Parris | Ryan A. Crist | Lusine V. Coppock
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Of Counsel – Bruce L. Schechter | Daniel Eli

Earnings
Resources
English
SIGN UP

Incentives
+

Referrals
+

Tips
-

Customers might choose to include a tip and you always keep 100% of confirmed customer tips.

[Learn more →](#)

← Trip #25

Confirmed Earnings
\$15.00

Trip Earnings ⓘ
\$15.00

Confirmed Tips ⓘ
\$4.00

Trip Details

In-Store Pickup at
1:45 PM, Oct. 28

Walmart San Jose #5435
777 Story Rd,
San Jose, CA 95122

1st Stop
2:05 PM, Oct. 28

OSN Order Status
#375 #49483940199483 Delivered

Despite guaranteeing Spark Drivers would receive 100% of the tips, Walmart would reduce the Confirmed Tips to \$0.00 after the Spark Driver completes the delivery and deduct that amount from their Trip Earnings, thereby depriving Spark Drivers of their hard-earned and guaranteed Confirmed Tips. This pay scheme violates Labor Code sections 351 and 353. Ms. Molstad, like the Aggrieved Employees, was employed by Walmart, and against whom one or more of the following Labor Code violations were committed.

Labor Code section 351 states: “No employer or agent shall collect, take, or receive any gratuity or a part thereof that is paid, given to, or left for an employee by a patron, or deduct any amount from wages due an employee on account of a gratuity, or require an employee to credit the amount, or any part thereof, of a gratuity against and as a part of the wages due the employee from the employer. Every gratuity is hereby declared to be the sole property of the employee or employees to whom it was paid, given, or left for. An employer that permits patrons to pay gratuities by credit card shall pay the employees the full amount of the gratuity that the patron indicated on the credit card slip, without any deductions for any credit card payment processing fees or costs that may be charged to the employer by the credit card company. Payment of gratuities made by patrons using credit cards shall be made to the employees not later than the next regular payday following the date the patron authorized the credit card payment.” (Lab Code, § 351.)

PERSONAL INJURY | ENVIRONMENTAL | EMPLOYMENT

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Labor Code section 353 states: “Every employer shall keep accurate records of all gratuities received by him, whether received directly from the employee or indirectly by means of deductions from the wages of the employee or otherwise. Such records shall be open to inspection at all reasonable hours by the department.” (Lab Code, § 353.)

“Employer” is defined as “every person engaged in any business or enterprise in this state that has one or more persons in service under any appointment, contract of hire, or apprenticeship, express or implied, oral or written, irrespective of whether the person is the owner of the business or is operating on a concessionaire or other basis.” (Lab Code, § 350, subd. (a).)

“Employee” is defined as “every person, including aliens and minors, rendering actual service in any business for an employer, whether gratuitously or for wages or pay, whether the wages or pay are measured by the standard of time, piece, task, commission, or other method of calculation, and whether the service is rendered on a commission, concessionaire, or other basis.” (Lab Code, § 350, subd. (b).)

“Gratuity” is defined as “any tip, gratuity, money, or part thereof that has been paid or given to or left for an employee by a patron of a business over and above the actual amount due the business for services rendered or for goods, food, drink, or articles sold or served to the patron.” (Lab Code, § 350, subd. (d).)

Walmart has violated Labor Code section 351 because despite guaranteeing Spark Drivers would receive 100% of the tips, Walmart would reduce the Confirmed Tips to \$0.00 after the Spark Driver completes the delivery and deduct that amount from their Trip Earnings, thereby depriving Spark Drivers of their hard-earned and guaranteed Confirmed Tips

Walmart has violated Labor Code section 353 because it would record a customer tip as a guaranteed and Confirmed Tip but then reduce it to zero after the Spark Driver completes the delivery and deduct that amount from their Trip Earnings, and therefore, does keep accurate records of the Spark Drivers’ tips. It also does not allow Spark Drivers to access records showing how much they have earned in Confirmed Tips.

By failing to pay Spark Drivers all guaranteed Confirmed Tips, Walmart also willfully failed to timely pay wages upon termination in violation of California Labor Code sections 201 and 202, which constitutes a violation of California Labor Code section 2698, *et seq.*

By failing to pay Spark Drivers all guaranteed Confirmed Tips, Walmart also willfully failed to timely pay wages during employment in violation of California Labor Code section 204, which constitutes a violation of California Labor Code section 2698, *et seq.*

By failing to pay Spark Drivers all guaranteed Confirmed Tips, Walmart also failed to provide compliant wage statements in violation of California Labor Code section 226(a), which constitutes a violation of California Labor Code section 2698, *et seq.*

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California Labor Code section 226 requires employers to make, keep and provide true, accurate, and complete wage statements. The violations of this section include, without limitation, the failure to include (1) gross wages earned, (2) total hours worked by the 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 only the last four digits of his or her 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, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of 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. The deductions made from payment of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement and the record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.

During the relevant time period, Walmart did not provide Ms. Molstad and other Aggrieved Employees with properly itemized wage statements because Walmart's wage statements failed to include the correct rates of pay due to its failure to pay the guaranteed Confirmed Tips.

By failing to pay Spark Drivers all guaranteed Confirmed Tips, Walmart also failed to keep complete or accurate payroll records in violation of California Labor Code section 1174(d), which constitutes a violation of California Labor Code section 2698, *et seq.*

California Labor Code section 1174, subdivision (d) requires employers 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, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years.

During the relevant time period, Walmart intentionally and willfully failed to keep accurate and complete payroll records, including but not limited to, failing to keep, at a central location in the State of California or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, or the number of piece rate united earned by or any applicable piece rate paid to, employees employed at the respective plants or establishments. Walmart's payroll records are incomplete and inaccurate because Walmart failed to pay the guaranteed Confirmed Tips.

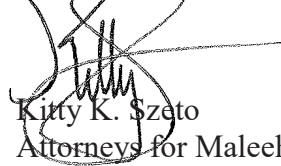
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PERSONAL INJURY | ENVIRONMENTAL | EMPLOYMENT

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Of Counsel – Bruce L. Schechter | Daniel Eli

In light of the above, Ms. Molstad seeks, on behalf of the State of California and all Aggrieved Employees, all applicable penalties related to the above-mentioned violations of the California Labor Code pursuant to PAGA. If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter.

PARRIS LAW FIRM



Kitty K. Szeto

Attorneys for Maleeh Molstad

cc: Walmart Inc. (via U.S. Certified Mail)
702 SW 8th Street
Bentonville, Arkansas 72716

PERSONAL INJURY | ENVIRONMENTAL | EMPLOYMENT

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