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11 and on behalf of all other similarly situated current and
12 former employees of WAL-MART ASSOCIATES, INC.

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **FOR THE COUNTY OF SANTA CLARA**

15 VICTOR ANDERSON, individually, and on)
16 behalf of all other similarly situated current)
17 and former employees of WAL-MART)
18 ASSOCIATES, INC.,)

19 Plaintiffs,)

20 vs.)

21 WAL-MART ASSOCIATES, INC., a)
22 corporation; and DOES 1 through 100,)
23 inclusive,)

24 Defendants.)
25)
26)
27)
28)

CASE NO.: 26CV500235

REPRESENTATIVE ACTION FOR CIVIL
PENALTIES PURSUANT TO THE
CALIFORNIA LABOR CODE PRIVATE
ATTORNEYS GENERAL ACT
(CALIFORNIA LABOR CODE § 2698 ET
SEQ.) FOR UNLAWFUL COLLECTION OR
RECEIPT OF EMPLOYEE WAGES
[CALIFORNIA LABOR CODE §§ 221 &
225.5]

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County of Santa Clara,
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Case #26CV500235

1 Plaintiff hereby alleges as follows:

2 **JURISDICTION AND VENUE**

3 1. This Court is the proper Court, and this action is properly filed in the Superior
4 Court of the State of California, County of Santa Clara, because Defendant maintains offices and
5 facilities and transacts business in the County of Santa Clara, and because Defendant's illegal
6 payroll policies and practices and other unlawful actions which are the subject of this action were
7 applied, at least in part, to Aggrieved Employees in the County of Santa Clara.

8 **PLAINTIFF**

9 2. Plaintiff VICTOR ANDERSON (hereinafter "Named Plaintiff") on behalf of
10 himself individually, the State of California, and other current and former Aggrieved Employees
11 in the State of California (sometimes referred to herein as "Plaintiffs") of Defendant WAL-MART
12 ASSOCIATES, INC., (hereinafter "Defendant" or "Walmart"), brings this action to recover,
13 among other things, civil penalties under the California Labor Code Private Attorneys General Act
14 (California Labor Code Section 2698, *et seq.*) ("PAGA") resulting from Defendant's unlawful
15 collection and/or receipt of employee wages. (California Labor Code Sections 221 & 225.5).

16 3. Plaintiff is a resident of California. At all relevant times, herein, Plaintiff was
17 employed by Defendant as an exempt employee. Aggrieved Employees are Plaintiff and other
18 current and former employees of Defendant Walmart who suffered the Labor Code violations set
19 forth below.

20 4. Plaintiff seeks to represent all current and former Aggrieved Employees of
21 Defendant, who worked for Defendant in California for a period of time within one year and
22 sixty-five days preceding the filing of this action, and who suffered the Labor Code violations set
23 forth below.

24 **DEFENDANT**

25 5. At all relevant times herein, Defendant Walmart was a corporation. Plaintiff is
26 informed and believes that Walmart is authorized to conduct business in the State of California,
27 and does conduct business in the State of California. Specifically, Defendant maintains offices
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1 and conducts business in, and engages in illegal payroll practices and policies in the County of
2 Santa Clara, California.

3 6. The true names and capacities of Defendants DOES 1 through 100, inclusive, are
4 unknown to Plaintiff who therefore sues said defendants by fictitious names. Plaintiff will amend
5 this Complaint to show their true names and capacities when they have been ascertained.

6 7. All claims against Defendant Walmart are also pled against DOES 1 through 100.

7 8. Plaintiff is informed and believes and thereon alleges that each and every of the
8 acts and omissions alleged herein were performed by, and/or attributable to, all Defendants, each
9 acting as agents and/or employees, and/or under the direction and control of each of the other
10 Defendants, and that said acts and failure to act were within the course and scope of said agency,
11 employment and/or direction and control.

12 9. In perpetrating the acts and omissions alleged herein, Defendant Walmart acted
13 pursuant to and in furtherance of its policies and practices of not paying Aggrieved Employees all
14 wages earned and due through methods and schemes including, but not limited to, diverting a
15 portion of Aggrieved Employees' wages to a trust, controlled by Defendant, for the purpose of
16 paying out those funds to Defendant's non-exempt employees.

17 10. As a direct and proximate result of the unlawful actions of Defendant, Aggrieved
18 Employees have suffered and continue to suffer from unpaid wages and other violations of the
19 California Labor Code set forth below.

20 **ALLEGATIONS**

21 11. On or about November 18, 2014, Plaintiff commenced employment with Walmart
22 as an overnight stocker, which was a non-exempt position. On or about September 2, 2017,
23 Plaintiff was promoted to the position of Assistant Manager, which Walmart classifies as an
24 exempt position. On or about September 12, 2025, Plaintiff's employment was terminated.

25 12. While Plaintiff was employed by Walmart as an Assistant Manager, Walmart had
26 in place, and continues to have in place, a program which it calls the Associates in Critical Need
27 Trust ("ACNT").
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1 13. The ACNT is a program for the exclusive benefit of Walmart’s non-exempt, hourly
2 employees. The program provides grants, not to exceed \$1,500 over a five-year period, to its
3 hourly employees deemed to be “in critical need” of funds, on account of unanticipated events,
4 such as damage caused by an earthquake, fire, or flooding.

5 14. Although it was originally funded by the Walmart Foundation, Walmart
6 subsequently shifted a major part of the ACNT funding to its exempt employees. The program is
7 funded through campaigns, by which Walmart solicits and pressures its exempt employees to
8 “donate” to the ACNT through payroll deductions.

9 15. Only non-exempt, hourly Walmart employees are eligible for grants from the
10 ACNT, and Walmart only solicits payroll deduction “donations” from exempt employees. Thus,
11 the individuals from whom payroll deductions are taken to fund the program are not eligible to
12 receive benefits from the program they fund. I.e., part of the wages of one class of Walmart
13 employees is taken and then given to a different class of Walmart employees.

14 16. The ACNT is a trust that is controlled exclusively by Walmart. The vast majority
15 of the ACNT’s current and former trustees are senior Walmart executives and other Walmart
16 and/or Walmart Foundation officers and directors. The ACNT has had few, if any, independent
17 trustees.

18 17. Walmart obtains substantial benefits from the ACNT. Through employee payroll
19 deductions used to fund the ACNT, Walmart obtains valuable business, operational, economic,
20 and reputational benefits, including improved employee retention, workforce stability, employee
21 morale, recruitment, reduced labor-related costs, and good-will.

22 18. Although Walmart characterizes the ACNT as an “independent public charity,”
23 none of these terms accurately describe the program. The ACNT:

- 24 A. Is not “independent,” because it is controlled by Walmart;
25 B. Is not “public,” because it is funded only by Walmart’s employees and the Walmart
26 Foundation, and benefits only Walmart’s employees; and,
27 C. Is not a “charity,” because, again, it benefits only Walmart’s own employees.
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1 19. In reality, the ACNT is an employee hardship fund, funded by payroll deductions
2 taken from one class of employees, which are then transferred to a different class of employees.

3 20. Plaintiff Victor Anderson was a classified-exempt employee of Walmart, who was
4 solicited and pressured to agree to payroll deductions to fund the ACNT. Plaintiff acquiesced to
5 Walmart's ACNT campaign, and, throughout his employment as an exempt employee, payroll
6 deductions were taken from his pay by Walmart, and transferred to the ACNT.

7 21. Plaintiff is informed and believes that numerous other Aggrieved Employees of
8 Walmart were subjected to the same ACNT payroll deductions.

9 22. California Labor Code Section 221 provides as follows: "It shall be unlawful for
10 any employer to collect or receive from an employee any part of wages theretofore paid by said
11 employer to said employee."

12 23. Walmart's ACNT violates Labor Code Section 221, because through it, Walmart
13 collects and/or receives employee wages through illegal payroll deductions, which are then
14 transferred to a trust which is controlled exclusively by Walmart, and then paid out by the trust to
15 Walmart's non-exempt employees, who are not asked to help fund the program.

16 24. California Labor Code Section 225.5 provides, in pertinent part, as follows:

17 "In addition to, and entirely independent and apart from, any other penalty provided in this
18 article, every person who unlawfully withholds wages due any employee in violation of Section
19 212, 216, 221, 222, or 223 shall be subject to a civil penalty as follows:

20 (a) For any initial violation, one hundred dollars (\$100) for each failure to pay each
21 employee.

22 (b) For each subsequent violation, or any willful or intentional violation, two hundred
23 dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully
24 withheld."

25 25. Given the illegal payroll deductions set forth above, Plaintiff's wage statements
26 were inaccurate and failed to comply with California law, including, but not limited to, California
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1 Labor Code § 226. Plaintiff is informed and believes that the wage statements of the other
2 Aggrieved Employees were also inaccurate for the same reasons.

3 26. Walmart's illegal payroll policies and practices were applied consistently to
4 Plaintiff and the other Aggrieved Employees. These policies and practices were designed for the
5 sole and exclusive benefit of Walmart.

6 27. Walmart's aforementioned unlawful payroll policies and practices were in effect
7 throughout Plaintiff's employment with Walmart, and were applied uniformly to Plaintiff and the
8 other Aggrieved Employees.

9 28. Pursuant to California Labor Code §§ 201 and 202, employers, including Walmart,
10 must make timely payment of the full wages due to their employees who quit or have been
11 discharged. California Labor Code § 203 provides waiting time penalties for violations of §§ 201
12 and 202.

13 29. At the time of Plaintiff's termination, Plaintiff had unpaid wages which were due,
14 resulting from the illegal payroll deductions set forth above. In violation of California Labor
15 Code §§ 201, 202 and 203, Walmart failed to pay these wages due and owing to Plaintiff upon his
16 termination. Plaintiff is informed and believes that Walmart also failed to pay wages due from
17 illegal payroll deductions to other Aggrieved Employees who are no longer employed by
18 Walmart, in violation of Labor Code Sections 201 and 202.

19 30. For the reasons set forth above, Plaintiff and other Aggrieved Employees are
20 entitled to civil penalties, including but not limited to, penalties pursuant to California Labor Code
21 § 225.5(a), in addition to other penalties pursuant to PAGA.

22 31. Walmart has committed, and continues to commit, the acts alleged herein
23 knowingly and willfully. Plaintiff and other Aggrieved Employees are therefore entitled to civil
24 penalties, including but not limited to enhanced civil penalties pursuant to California Labor Code
25 § 225.5(b), in addition to other penalties pursuant to PAGA.

26 32. California Labor Code § 2699(a) specifically provides for a private right of action
27 to recover penalties for violations of the California Labor Code: "[n]otwithstanding any other
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1 provision of law, any provision of this code that provides for a civil penalty to be assessed and
2 collected by the California Labor and Workforce Development Agency or any of its departments,
3 divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an
4 alternative, be recovered through a civil action brought by an aggrieved employee on behalf of
5 himself or herself and other current and former employees.”

6 32. Plaintiff has complied with the requirements set forth in California
7 Labor Code § 2699.3.

8 33. Pursuant to California Labor Code §§ 2698-2699.5, Plaintiff and other Aggrieved
9 Employees are entitled to collect civil penalties from Walmart in a representative action for the
10 California Labor Code violations set forth above. Plaintiff therefore seeks to collect civil
11 penalties on behalf of the State of California and Aggrieved Employees for Walmart’s violations
12 of the California Labor Code including, but not limited to, §§ 201, 202, 203, 204, 221, 225.5, and
13 226, which include, but are not limited to, penalties under California Labor Code §§ 2699.

14 34. Plaintiff is entitled to an award of civil penalties as set forth in
15 California Labor Code § 2699, *et. seq.* on behalf of himself and the Aggrieved Employees of
16 Walmart. In addition, Plaintiff seeks an award of reasonable attorney’s fees and costs.

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18 **WHEREFORE**, Plaintiff, individually, and on behalf of all other current and former
19 Aggrieved Employees of Walmart, by his attorneys, respectfully prays for relief against Walmart
20 and DOES 1 through 100 inclusive, and each of them as appropriate under the facts and laws of
21 the case, as follows:

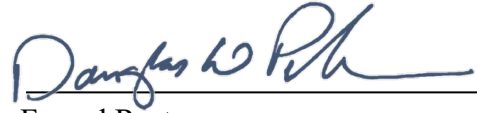
- 22 1. For civil penalties to the extent allowed by law, including without limitation
23 PAGA, and any section, subsection, or provision of the California Labor Code
24 and/or any IWC Wage Order;
- 25 2. For costs and disbursements to the fullest extent allowable or required by law;
- 26 3. For reasonable attorney’s fees to the fullest extent allowable or required by law;
- 27 and,

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4. For such other, further, or different relief as the Court may appear proper.

Dated: August 5, 2026

RASTEGAR LAW GROUP, APC



Farzad Rastegar
Douglas Perlman
Attorneys for Plaintiffs