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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

LARRY ROACH, individually and on  
behalf of all others similarly situated,

Plaintiff,

v.

WAL-MART STORES, INC., a  
Delaware Corporation and DOE ONE  
through and including DOE ONE-  
HUNDRED,

Defendants.

Case No. 5:18-CV-02536

**COMPLAINT**

*[Class-Action Complaint]*

1. Continuing Wages, Cal. Lab. Code §§ 201, 202 and 203
2. Failure to Provide Adequate Pay Stubs, Cal. Lab. Code § 226(a)
3. Failure to Provide Reporting-Time Pay, IWC Wage Order 7
4. Unfair Competition, Cal. Bus. & Prof. Code § 17200 *et seq.*

**DEMAND FOR TRIAL BY JURY**

1 Plaintiff Larry Roach (“Plaintiff”) on behalf of himself as an individual, and as a  
2 proposed representative of a putative Class, alleges as follows:

### 3 **INTRODUCTION**

4 1. This is a class action seeking continuing wages, damages, penalties, and  
5 attorneys’ fees and costs, including such reasonable reimbursement of fees and costs as  
6 may be authorized by section 218.5 of the California Labor Code or otherwise. This  
7 Complaint asserts claims for violations of the California Labor Code, violations of Wage  
8 Order 7 of the Industrial Welfare Commission, violations of section 17200 *et seq.* of the  
9 California Business and Professions Code, and otherwise as hereinafter alleged. The  
10 alleged violations include the failure to pay wages upon the termination of employment,  
11 wage-statement violations, and unfair competition, among other claims.

12 2. The California Labor Code requires employers to provide to their  
13 employees, among other things, itemized wage statements, and to promptly pay wages  
14 upon the termination of employment. Defendants Wal-Mart Stores, Inc. (“Wal-Mart” or  
15 “Defendant”) and Doe One through and including Doe One-Hundred failed to comply  
16 with the California Labor Code requirements.

17 3. Wal-Mart has employed, and continues to employ, tens of thousands of non-  
18 exempt employees who perform a variety of duties throughout California. Plaintiff is  
19 bringing this action against Defendant on behalf of all non-exempt persons employed by  
20 Wal-Mart from the period of four years prior to the filing of the initial Complaint, to the  
21 date of judgment (collectively, these employees are the “Aggrieved Employees”).

22 4. Defendant has had a consistent policy and/or practice of: (1) failing to pay  
23 timely its Aggrieved Employees with all wages and vacation pay due upon termination, (2)  
24 knowingly and intentionally failing to furnish timely the proper itemized wage statements  
25 to Aggrieved Employees, and (3) failing to pay reporting-time pay.

### 26 **JURISDICTION AND VENUE**

27 5. Jurisdiction is proper under the Class Action Fairness Act, 28 U.S.C.  
28 § 1332(d)(2), because the amount in controversy exceeds \$5 million; Plaintiff is a citizen

1 of California; and Defendant is a corporation incorporated under the laws of the State of  
2 Delaware, with its principal place of business in Arkansas.

3 6. Venue as to Defendant Wal-Mart is proper in this judicial district, pursuant  
4 to 28 U.S.C. § 1391(b)(2). Wal-Mart maintains an office, transacts business, has an  
5 agent, or is otherwise found in the State of California and the District and Division in  
6 which this case is filed, and is within the jurisdiction of this Court for the purpose of  
7 service of process. The unlawful acts alleged herein had a direct effect on, and were  
8 committed within, the State of California.

9 7. This Court has jurisdiction over Wal-Mart because, upon information and  
10 belief, Defendant either is a resident of California, has minimum contacts in California,  
11 or otherwise intentionally avails itself of the protections of California so as to render  
12 California's exercise of jurisdiction over Defendant Wal-Mart consistent with traditional  
13 notions of fair play and substantial justice.

#### 14 **PARTIES**

15 8. Larry Roach is an individual who, during the time periods relevant to this  
16 Complaint, was employed by Wal-Mart within the State of California.

17 9. Wal-Mart Stores, Inc. was and is a Delaware corporation doing business  
18 within the State of California and having a principal place of business within the State of  
19 California. Wal-Mart Stores, Inc.'s corporate headquarters are located in Bentonville,  
20 Arkansas. Since at least 2015, Wal-Mart Associates, Inc. has been and is merely engaged  
21 in the business of processing payroll for Wal-Mart Stores, Inc. Wal-Mart Associates, Inc.  
22 was and is a Delaware corporation doing business within the State of California and  
23 having a principal place of business in Bentonville, Arkansas. Wal-Mart Associates, Inc.  
24 is not, and never has been, the employer of Plaintiff, any of the Wal-Mart non-exempt  
25 retail workers who work for Defendant in the State of California, or any resident of  
26 California, at all.

27 10. Plaintiff is unaware of the true names, identities, or capacities, whether  
28 corporate, individual, or otherwise, of Defendants Doe One through One-Hundred, but

1 leave of Court will be prayed to amend this pleading to insert the same herein when  
2 finally ascertained. Plaintiff is informed, believes, and thereupon alleges that each of the  
3 fictitiously named Defendants is an entity that, during the relevant time period,  
4 maintained a principal place of business in the County of Los Angeles, State of  
5 California, and that each of the said fictitiously named Defendants is legally responsible  
6 for the damages hereinafter more particularly alleged.

### 7 **GENERAL ALLEGATIONS**

8 11. Wal-Mart Stores, Inc. employed Plaintiff as an hourly employee, but, at  
9 termination, it did not provide him with all accrued reporting-time pay (in accord with the  
10 requirements articulated at [https://www.dir.ca.gov/dlse/FAQ\\_ReportingTimePay.htm](https://www.dir.ca.gov/dlse/FAQ_ReportingTimePay.htm))  
11 and/or vacation pay (in accord with the provisions of section 227.3 of the California  
12 Labor Code—“Unless otherwise provided by a collective-bargaining agreement,  
13 whenever a contract of employment or employer policy provides for paid vacations, and  
14 an employee is terminated without having taken off his vested vacation time, all vested  
15 vacation shall be paid to him as wages at his final rate in accordance with such contract  
16 of employment or employer policy respecting eligibility or time served.”). Nevertheless,  
17 Plaintiff and others were not timely paid at termination, all giving rise to a right to  
18 continuing wages under section 203 of the California Labor Code.

19 12. Plaintiff was terminated on or about November 18, 2018, but was not  
20 immediately paid his full and final wages as required by law. Upon information and  
21 belief, Wal-Mart also failed to timely pay other non-exempt employees (“Aggrieved  
22 Employees”) who quit or were discharged by Wal-Mart all wages due and owing as  
23 required by sections 201, 202 and 203 of the Labor Code.

24 13. Wal-Mart’s policy is to devote minimal resources to the payroll accounting  
25 function, with the result that, in practice, its former employees are routinely not paid all  
26 final wages owing to them in timely fashion.

27 14. When Plaintiff received his final wage statement, which Wal-Mart calls a  
28 Statement of Final Pay, Wal-Mart failed to include certain required information,

1 including, but not limited to, the inclusive dates of the pay period, all accumulated pay in  
2 the employee's final pay statement, or the name and legal address of the employer, Wal-  
3 Mart Stores, Inc. On information and belief, Wal-Mart failed to include required  
4 information on the wage statements of other Aggrieved Employees as well, both on the  
5 Statement of Final Pay and otherwise. Defendant's failure to provide this statutorily  
6 required information on wage statements has been deemed to cause injury under section  
7 226(e)(2)(B) of the California Labor Code. Further, Aggrieved Employees were not  
8 provided compliant wage statements when other tardy payments were made to them, after  
9 their employ with Defendant had terminated. Wal-Mart also failed to provide the amount  
10 of net wages earned in connection with post-termination, on-cycle pay stubs issued after  
11 the Statement of Final Pay. Defendant's post-termination wage statements were  
12 confusing in that it was impossible to determine from the wage statements alone whether  
13 or not Aggrieved Employees were being paid wages or something else, such as a stock  
14 purchase refund. The statements made it impossible for Aggrieved Employees to  
15 determine whether they had being properly compensated for all hours worked.  
16 Defendant's failure to provide accurate information regarding gross and net wages earned  
17 has harmed Aggrieved Employees in that they have been unable to determine whether or  
18 not they have been paid correctly by Defendant. The fact that these errors appear on  
19 post-termination wage statements is especially egregious because Aggrieved Employees  
20 have little recourse regarding obtaining accurate information after they no longer work  
21 for the company, many of the low-wage workers not having ready access to a computer,  
22 printer, and the internet. Defendant's failure to provide the accurate name of the  
23 employer on wage statements has injured Plaintiff and Aggrieved Employees by causing  
24 confusion as to who was his actual employer while Plaintiff was working for Defendant  
25 and after termination. Plaintiff suffered confusion as to which was the entity that actually  
26 employed him, especially considering that other documents provided to Plaintiff by  
27 Defendant clearly indicated that Plaintiff was, in fact, employed by Wal-Mart Stores, Inc.  
28 Even prior to the 2013 statutory amendment of section 226, clarifying that the injury

1 requirement was minimal, the law was clear that injury could be established if employees  
2 were forced to review other documents to secure information that was required to be  
3 provided on the wage statements. E.g. Jaimez v. Daiohs USA, Inc., 181 Cal. App. 4th  
4 1286, 1306-07 (2010); McKenzie v. Federal Express Corp., 765 F.Supp.2d 1222, 1229  
5 (C.D. Cal. 2011); Elliot v. Spherion Pac. Work, LLC, 572 F.Supp.2d 1169, 1181 (C.D.  
6 Cal. 2008).

7 15. Upon information and belief, Plaintiff had reporting-time and/or vacation  
8 time accrued but was not paid for such time at the termination of his employment. Upon  
9 information and belief, other Aggrieved Employees were not paid their reporting-time  
10 and/or accrued vacation time upon resignation or discharge as well.

11 16. Upon information and belief, on his final day of work, Plaintiff reported to  
12 work but was sent home early without being paid proper reporting-time pay. Upon  
13 information and belief, Wal-Mart also failed to pay other Aggrieved Employees for  
14 reporting-time pay owed to them.

15 17. At all relevant times herein, section 201 of the California Labor Code has  
16 stated that, “[i]f an employer discharges an employee, the wages earned and unpaid at the  
17 time of discharge are due and payable immediately.” Cal. Lab. Code § 201(a). Similarly,  
18 section 202 of the Labor Code has stated that, “[i]f an employee . . . quits his or her  
19 employment, his or her wages shall become due and payable not later than 72 hours  
20 thereafter, unless the employee has given 72 hours previous notice of his or her intention  
21 to quit, in which case the employee is entitled to his or her wages at the time of quitting.”  
22 Id. § 202(a).

23 18. According to section 203 of the Labor Code, “[i]f an employer willfully fails  
24 to pay, without abatement or reduction, in accordance with Sections 201[ or] 202, . . . any  
25 wages of an employee who is discharged or who quits, the wages of the employee shall  
26 continue as a penalty from the due date thereof at the same rate until paid or until an  
27 action therefor is commenced; but the wages shall not continue for more than 30 days.”  
28 Id. § 203(a).

1        19. At all relevant times herein, section 227.3 of the California Labor Code has  
2 stated:

3        [W]henever a contract of employment or employer policy provides for paid  
4 vacations, and an employee is terminated without having taken off his vested  
5 vacation time, all vested vacation shall be paid to him as wages at his final  
6 rate in accordance with such contract of employment or employer policy  
7 respecting eligibility or time served . . . .

8 Id. § 227.3.

9        20. Wal-Mart did not compensate Plaintiff and Aggrieved Employees as  
10 required by sections 201 through 203 of the Labor Code, nor did Wal-Mart compensate  
11 them as required by section 227.3 of the Labor Code.

12        21. Plaintiff is informed, believes, and thereupon alleges that, in addition to  
13 failing to pay him all wages due and owing upon the end of his employment, Wal-Mart  
14 has failed to pay its quitting and/or discharged Aggrieved Employees as required by  
15 sections 201 through 203 of the Labor Code. Specifically, Wal-Mart's policy and  
16 practice is to pay its quitting and discharged Aggrieved Employees in tardy fashion, not  
17 on the date that the Aggrieved Employee quits or is terminated, but rather on a  
18 subsequent date, after Wal-Mart's underfunded payroll department assembles the data  
19 required to make the accrued payments. Furthermore, Wal-Mart failed to pay on time its  
20 resigning and discharged Aggrieved Employees all accrued vacation pay.

21        22. With respect to reporting time pay, Industrial Welfare Commission Wage  
22 Order 7, provided, in relevant part:

23                    **5. REPORTING TIME PAY**

24        (A) Each workday an employee is required to report for work and does  
25 report, but is not put to work or is furnished less than half said employee's  
26 usual or scheduled day's work, the employee shall be paid for half the usual  
27 or scheduled day's work, but in no event for less than two (2) hours nor  
28 more than (4) hours, at the employee's regular rate of pay, which shall not



1 be less than the minimum wage.

2 . . . .

3 **7. RECORDS**

4 (A) Every employer shall keep accurate information with respect to each  
5 employee including the following:

6 (1) Full name, home address, occupation and social security number.

7 (2) Birth date, if under 18 years, and designation as a minor.

8 (3) Time records showing when the employee begins and ends each work  
9 period. Meal periods, split shift intervals and total daily hours worked shall  
10 also be recorded. Meal periods during which operations cease and  
11 authorized rest periods need not be recorded.

12 (4) Total wages paid each payroll period, including value of board, lodging,  
13 or other compensation actually furnished to the employee.

14 (5) Total hours worked in the payroll period and applicable rates of pay.

15 This information shall be made readily available to the employee upon  
16 reasonable request.

17 (B) Every employer shall semimonthly or at the time of each payment of  
18 wages furnish each employee, either as a detachable part of the check, draft,  
19 or voucher paying the employee's wages, or separately, an itemized  
20 statement in writing showing: (1) all deductions; (2) the inclusive dates of  
21 the period for which the employee is paid; (3) the name of the employee or  
22 the employee's social security number; and (4) the name of the employer,  
23 provided all deductions made on written orders of the employee may be  
24 aggregated and shown as one item.

25 8 Cal. Code Regs. § 11070. California's Industrial Welfare Commission Wage Orders  
26 provide expansive protection to hourly workers.

27 23. At all relevant times mentioned herein, section 1198 of the California Labor  
28 Code provided:



1 The maximum hours of work and the standard conditions of labor fixed by  
2 the commission shall be the maximum hours of work and the standard  
3 conditions of labor for employees. The employment of any employee for  
4 longer hours than those fixed by the order or under conditions of labor  
5 prohibited by the order is unlawful.

6 Cal. Lab. Code § 1198. Section 1198 refers to “conditions of labor prohibited by the  
7 order [of the IWC]” and therefore incorporates by reference Wage Order Number 7 of the  
8 IWC. On his last day of work, Plaintiff was scheduled to work but was sent home  
9 without completing more than half of his regularly scheduled shift. By failing to pay  
10 Plaintiff for his hours of reporting-time pay, Defendant violated section 1198 by  
11 employing Plaintiff “under conditions of labor prohibited by the order.” Id. § 1198.

12 24. At all times relevant herein, section 204 of the California Labor Code  
13 provided in part:

14 All wages, other than those mentioned in Section 201, 201.3, 202, 204.1, or  
15 204.2, earned by any person in any employment are due and payable twice  
16 during each calendar month, on days designated in advance by the employer  
17 as the regular paydays. Labor performed between the 1st and 15th days,  
18 inclusive, of any calendar month shall be paid for between the 16th and the  
19 26th day of the month during which the labor was performed, and labor  
20 performed between the 16th and the last day, inclusive, of any calendar  
21 month, shall be paid for between the 1st and 10th day of the following  
22 month.

23 Id. § 204.

24 25. In addition to failing to pay Plaintiff and the Aggrieved Employees on the  
25 date contemplated by sections 201 through 203 of the Labor Code, Wal-Mart failed to  
26 provide Plaintiff and the Aggrieved Employees pay stubs that contain all of the  
27 information required by section 226 of the Labor Code. Section 226 states:

28 Every employer shall, semimonthly or at the time of each payment of wages,

furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (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 his or her social security number, except that by January 1, 2008, only the last four digits of his or her social security number or an employee identification number other than a social security number may be shown on the itemized statement, (8) the name and address of the legal entity that is 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.

Id. § 226(a). Plaintiff's pay stubs demonstrate that Wal-Mart fails to include the data required by section 226(a), including but not limited to the "inclusive dates of the period for which the employee is paid," all accumulated reporting-time and/or vacation pay earned in the employee's final pay statement, and the name and address of the entity that is the employer.

26. Plaintiff's employer was Wal-Mart Stores, Inc. Nevertheless, his final wage statement, for example, incorrectly shows Wal-Mart Associates, Inc. as the employer. (Exhibit 1, Plaintiff's Statement of Final Pay.)

### **PLAINTIFF'S CLASS-ACTION ALLEGATIONS**

27. The Class represented by Plaintiff consists of all individuals who received a

1 pay stub from Wal-Mart in the State of California at any time during the four years before  
 2 the filing of the Complaint to the date of judgment (the “Class,” and the members are  
 3 “Class Members”). On January 9, 2018, in Magadia v. Wal-Mart Associates, Inc., N.D.  
 4 Cal. Case No. 17-CV-00062-LHK, the U.S. District Court for the Northern District Court  
 5 granted the plaintiff’s motion for class certification and certified the following Rule  
 6 23(b)(3) classes:

7 **Meal Period Regular Rate Class:** All current and former California non-  
 8 exempt retail store employees of [Wal-Mart] who received non-discretionary  
 9 remuneration, including “MYSHARE INCT,” and w[ere] paid any meal  
 10 period premium payments in the same period that the non-discretionary  
 11 remuneration was earned, at any time between December 2, 2012, through  
 12 the present [January 9, 2018].

13 **OVERTIME/INCT Wage Statement Class:** All current and former  
 14 California non-exempt employees of [Wal-Mart] who received  
 15 “OVERTIME/INCT,” at any time between December 2, 2015, through the  
 16 present [January 9, 2018].

17 **Final Wage Statement Class:** All former non-exempt employees who  
 18 worked for [Wal-Mart] in the State of California and whose employment  
 19 terminated (whether voluntarily or involuntarily) at any time from December  
 20 2, 2015 to the present [January 9, 2018].

21 Plaintiff’s proposed Class is not intended to overlap with the classes certified in Magadia  
 22 v. Wal-Mart Associates, Inc. Therefore, with respect to any potentially overlapping class  
 23 definitions, Plaintiff’s proposed class period shall commence on January 10, 2018, and  
 24 continue to the date of judgment.

25 28. The number of persons within the Class is great, believed to be in excess of  
 26 ten-thousand. It is therefore impractical to join each Class Member as a named plaintiff.  
 27 Accordingly, the utilization of a class action is the most economically feasible means of  
 28 determining the merits of this litigation.

1           29. Despite the numerosity of the Members of the Class, membership within it is  
2 readily ascertainable through an examination of the records that Wal-Mart is required by  
3 law to keep and that it has kept. Likewise, the dollar amounts owed to Plaintiff and Class  
4 Members are readily ascertainable by an examination of the same records. For example,  
5 with respect to Defendant's violations of section 226(a)(8) of the California Labor Code,  
6 the damages owing to each Class Member equal the sum of \$50 (for the initial wage  
7 statement issued to the employee during the period commencing one year prior to the  
8 filing of the Complaint), on the one hand, and the product of the number of further wage  
9 statements issued to the employee and \$100, on the other hand, with a per-employee cap  
10 of \$4,000.

11           30. The Class is proper insofar as common questions of fact and of law  
12 predominate over individual issues regarding the money owed to each Class Member.

13           31. There is a well-defined community of interest in the questions of law and  
14 fact common to the Class. The key questions are the same for each Class Member,  
15 namely, (a) whether such Class Member as an employee of Wal-Mart within California  
16 was paid proper reporting-time pay; (b) whether such Class Member was discharged by  
17 Wal-Mart or quit his or her employment with Wal-Mart; (c) whether such Class Member  
18 was paid his or her wages at the time of discharge or quitting, as provided by sections  
19 201, 202, and 203 227.3 of the Labor Code; (d) whether each Class Member received  
20 proper wage statements; and (e) whether Wal-Mart's failure to show all accumulated  
21 vacation pay earned in the employee's final pay statement, failure to show the "inclusive  
22 dates of the of the period for which the employee is paid," or failure to list the legal name  
23 and address of the employer constitutes a violation of section 226.

24           32. Plaintiff's claims are typical of the claims of Class Members, which all arise  
25 out of the same general operative facts, namely, that Wal-Mart has a policy and practice  
26 of devoting such insufficient funds to the payroll accounting function that it routinely  
27 fails to pay its discharged and quitting employees according to the timing rules in  
28 sections 201 and 202 of the Labor Code, that Wal-Mart's pay stubs fail to include all of

1 the information required by the Labor Code, and that Wal-Mart does not pay proper  
2 reporting-time pay. Plaintiff has no conflict of interest with Class Members, and he is  
3 able to represent their interests fairly and adequately.

4 33. A class action is a far-superior method for the fair and efficient adjudication  
5 of this controversy for a number of reasons. First, the persons within the Class are  
6 numerous, and joinder of all of them is impractical. Second, the disposition of all Class  
7 Members' claims in a single class action rather than in individual actions will benefit  
8 both the parties and the Court. In that regard, the claims of each individual Class  
9 Member are too small to litigate individually, and the commencement of thousands of  
10 separate actions would lead to an undue burden on scarce judicial and administrative  
11 resources. The alternative of individual proceedings before California's Labor  
12 Commissioner is impractical inasmuch as that agency has insufficient resources to  
13 process such claims promptly, and, under the provisions of California Labor Code section  
14 98.2, if the individual Class Members were to succeed in obtaining awards in their favor,  
15 such awards would be appealable as a matter of right for a *de novo* trial in Superior  
16 Court, leading to a multiplicity of such trials in that court. In addition, absent class  
17 treatment, employees will most likely be unable to secure redress given the time and  
18 expense necessary to pursue individual claims, and individual Class Members will likely  
19 be unable to retain counsel willing to prosecute their claims on an individual basis given  
20 the small amount of recovery. As a practical matter, denial of class treatment will lead to  
21 denial of recovery to the individual Class Members.

22 34. The interest of each Class Member in controlling the prosecution of his or  
23 her individual claim against Wal-Mart is small when compared with the efficiency of a  
24 class action.

### 25 **FIRST CAUSE OF ACTION**

26 Continuing Wages, Cal. Lab. Code §§ 201, 202, 203, 227.3  
27 (On Behalf of Plaintiff Individually and the Class Against All Defendants)

28 35. Plaintiff re-pleads, re-alleges, and incorporates by reference each and every

1 paragraph set forth in this Complaint.

2 36. Section 203 of the Labor Code states that, “[i]f an employer willfully fails to  
3 pay, without abatement or reduction, in accordance with Sections 201 [or] 202, . . . any  
4 wages of an employee who is discharged or who quits, the wages of the employee shall  
5 continue as a penalty from the due date thereof at the same rate until paid or until an  
6 action therefor is commenced; but the wages shall not continue for more than 30 days.”  
7 Cal. Lab. Code § 203(a).

8 37. Wal-Mart did not compensate Plaintiff as required by sections 201 through  
9 203 of the Labor Code, as he should have been paid all earned wages on the date of his  
10 termination. Wal-Mart did not pay Plaintiff’s reporting-time pay and/or accrued vacation  
11 pay. In like regard, Wal-Mart has not compensated its other discharged and quitting  
12 employees as required by sections 201 through 203 and 227.3 of the Labor Code.

13 38. Wal-Mart’s failure to compensate Plaintiff and Class Members within the  
14 time provided by sections 201 and 202 of the Labor Code, despite knowledge of its  
15 obligation to do so, was “willful” as the word is used in section 203 of the Labor Code.

16 39. Plaintiff and Class Members are, accordingly, entitled to continuing wages  
17 from Wal-Mart in an amount to be determined by proof. Plaintiff is also entitled to  
18 recover costs and reasonable attorneys’ fees under section 218.5 of the California Labor  
19 Code.

## 20 **SECOND CAUSE OF ACTION**

21 Failure to Provide Adequate Pay Stubs, Cal. Lab. Code § 226(a)  
22 (On Behalf of Plaintiff Individually and the Class Against All Defendants)

23 40. Plaintiff re-pleads, re-alleges, and incorporates by reference each and every  
24 paragraph set forth in this Complaint.

25 41. Section 226 of the Labor Code states:

26 An employee suffering injury as a result of a knowing and intentional failure  
27 by an employer to comply with subdivision (a) is entitled to recover the  
28 greater of all actual damages or fifty dollars (\$50) for the initial pay period

in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees.

Id. § 226(e).

42. Wal-Mart failed to provide Plaintiff and Class Members with pay stubs conforming to the requirements of section 226(a) of the Labor Code by failing to always designate "inclusive dates of the period for which the employee is paid," failing to show all accumulated vacation pay earned in the employee's final pay statement, failing to accurately list the gross and net wages paid, and/or failing to list the name and address of the legal entity that is the employer. As described in Paragraph 14 above, Defendant's defective wage statements injured Plaintiff and Aggrieved Employees.

43. According to Plaintiff's employment records, the employer is Wal-Mart Stores, Inc. but his wage statements, and those issued to other Aggrieved Employees, incorrectly lists Wal-Mart Associates, Inc. as the employer. Accordingly, Plaintiff and Class Members are entitled to damages, costs, and reasonable attorney's fees in accordance with the provisions of Labor Code section 226(e). Plaintiff was not employed by Wal-Mart Associates, Inc.—an entity which merely was engaged in the business of "Payroll Processing," as detailed by it on the Statement of Information filed by it with the Secretary of State of the State of California on September 6, 2018 (Exhibit 2).

### **THIRD CAUSE OF ACTION**

Failure to Pay Reporting-Time Wages, Cal. Lab. Code §§ 204 and 1198, and Industrial Welfare Commission Wage Order 7

(On Behalf of Plaintiff Individually and the Class Against All Defendants)

44. Plaintiff re-pleads, re-alleges, and incorporates by reference each and every allegation set forth in the Complaint.

45. Plaintiff was not paid his reporting-time wages as required by sections 204 and 1198 of the California Labor Code and Industrial Welfare Commission Wage Order



7. Upon information and belief, Plaintiff was not compensated for reporting-time pay when, for example, he came in to work but was sent home without completing more than half of his shift.

46. Plaintiff and Class Members who were not paid their reporting time wages are entitled to payment of same, along with interest, costs and reasonable attorneys' fees under section 218.5 of the California Labor Code.

#### **FOURTH CAUSE OF ACTION**

Unfair Competition, Cal. Bus. & Prof. Code § 17200 *et seq.*

(On Behalf of Plaintiff Individually and the Class Against All Defendants)

47. Plaintiff re-pleads, re-alleges, and incorporates by reference each and every paragraph set forth in this Complaint.

48. Plaintiff is suing both in his individual capacity and on behalf of the general public, and he is a proper representative plaintiff because he has suffered direct harm from the illegal business practices herein alleged.

49. Beginning at an exact date unknown to Plaintiff, Wal-Mart has committed acts of unlawful, unfair, and/or fraudulent business practices as defined in California Business and Professions Code section 17200 *et seq.* by failing to pay its quitting and discharged employees in accordance with sections 201, 202, 203, 204, and 227.3 of the Labor Code, by failing to pay employees reporting-time to which they are entitled, and by providing pay stubs that do not provide all of the data required by section 226 of the Labor Code.

50. The acts and practices as described in the paragraph above violate Business and Professions Code section 17200 *et seq.* in the following respects:

- (a) Wal-Mart's policy and practice of failing to pay its discharged and quitting employees at the time of termination all earned wages violates sections 201, 202, 203, and 227.3 of the Labor Code and, consequently, constitutes an unlawful business act or practice within the meaning of section 17200 *et seq.*;

1 (b) Wal-Mart's policy and practice of failing to provide all required data  
2 on its pay stubs violates section 226 of the California Labor Code and,  
3 consequently, constitutes an unlawful business act or practice within  
4 the meaning of 17200 *et seq.*

5 (c) Wal-Mart's policy and practice of failing to pay reporting-time pay  
6 upon as required by Wage Order 7 and Labor Code §§ 204 and 1198,  
7 constitutes an unlawful business act or practice within the meaning of  
8 17200 *et seq.*

9 51. Under section 17200 *et seq.*, this Court is authorized to enter such judgment  
10 or order as may be necessary to restore to any person in interest the money or property  
11 acquired by Wal-Mart through its unlawful and unfair business practices. Cal. Bus. &  
12 Prof. Code § 17203.

13 52. Plaintiff and Class Members are, therefore, entitled to a judgment of this  
14 Court requiring Wal-Mart to pay both the wages to which such individuals were and are  
15 entitled but which have been denied them by reason of Wal-Mart's conduct alleged  
16 herein. In other words, Wal-Mart's employees are entitled to restitution of the reporting-  
17 time pay improperly withheld by Wal-Mart, as such funds should be distributed to the  
18 individuals who are rightfully entitled to such monies.

19 53. Plaintiff is a proper person to bring this litigation as a "representative action"  
20 to compel restitution. He is a person who has suffered damage as a result of the unlawful  
21 actions of Wal-Mart herein alleged. The actions of Wal-Mart herein alleged are in  
22 violation of statute and are in contravention of established public policy, and,  
23 accordingly, a court order compelling Wal-Mart to cease and desist from such actions and  
24 to make restitution is a vindication of an important public right. The extent to which  
25 Wal-Mart has been unjustly enriched as a result of its unlawful and unfair business  
26 practices is a matter that can be ascertained by an examination of the payroll and  
27 accounting records that Wal-Mart is required by law to keep and maintain and that Wal-  
28 Mart has kept and maintained.

1           54. The identity of the persons to whom restitution should be made is a matter  
2 that can be ascertained from those records that Wal-Mart is required by law to keep and  
3 maintain and that Wal-Mart has kept and maintained.

4           55. Plaintiff's efforts in securing the requested relief will result "in the  
5 enforcement of an important right affecting the public interest," as "a significant benefit,  
6 whether pecuniary or nonpecuniary, [will] be[] conferred on . . . a large class of persons."  
7 Cal. Civ. Proc. Code § 1021.5. Moreover, because "the necessity and financial burden of  
8 private enforcement . . . are such as to make [an attorney's fee] award appropriate, and  
9 [because attorney's] fees should not in the interest of justice be paid out of the recovery,  
10 if any," *id.*, Plaintiff requests that the Court also award reasonable attorney's fees  
11 pursuant to the provisions of section 1021.5 of the California Code of Civil Procedure.

12           56. Pursuant to section 17205, the remedies and penalties provided by section  
13 17200 *et seq.* are cumulative to the remedies and penalties available under all other laws  
14 of this state.

15           **WHEREFORE**, Plaintiff prays for judgment as follows:

16           1. That the Court certify the proposed Class.

17           2. With respect to the First Cause of Action, that it be adjudged that the failure  
18 of Defendant to make payments of wages in accordance with sections 201, 202, 203, and  
19 227.3 of the Labor Code was and is "willful" as that word is used in section 203 of the  
20 Labor Code and that the Court award Plaintiff and Class Members continuing wages for  
21 up to thirty days, as well as attorney's fees and costs pursuant to section 218.5 of the  
22 Labor Code.

23           3. With respect to the Second Cause of Action, that the Court enter judgment in  
24 favor of Plaintiff and Class Members in an amount to be established by proof, as well as  
25 costs and attorney's fees, in accordance with section 226(e) of the Labor Code.

26           4. With respect to the Third Cause of Action, that it be adjudged that the failure  
27 of Defendant to make payment of Plaintiff and Class Members' reporting-time wages  
28 was in violation of sections 204 and 1198 and Industrial Welfare Commission Wage

1 Order 7 and entitles Plaintiff to a judgment against Defendant in the amount according to  
2 proof, interest, and attorneys' fees and costs pursuant to section 218.5 of the Labor Code.

3 5. With respect to the Fourth Cause of Action, that it be adjudged that the  
4 failure of Defendant to make payments of wages in accordance with sections 201, 202,  
5 203, 204, 227.3, and 1198 of the Labor Code and Industrial Welfare Commission Wage  
6 Order 7 violated section 17200 *et seq.* of the Business and Professions Code.  
7 Accordingly, Plaintiff requests that the Court order Defendant to pay restitution to  
8 Members of the Class in the form of the wages and continuing wages unlawfully retained  
9 by Defendant, with interest. Finally, Plaintiff requests that the Court award him  
10 reasonable attorney's fees and costs incurred in the prosecution of the fourth cause of  
11 action pursuant to section 1021.5 of the Code of Civil Procedure.

12 6. For such other and further relief as this Court may deem fit and proper.

13 7. Plaintiff demands a trial by jury as to all causes of action.  
14

15 DATED: November 30, 2018

HARRIS & RUBLE

16 /s/ Alan Harris

17 Alan Harris  
18 Attorney for Plaintiff  
19  
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28

**DEMAND FOR JURY TRIAL**

Plaintiff requests a trial by jury as to all causes of action.

DATED: November 30, 2018

HARRIS & RUBLE

/s/ Alan Harris

Alan Harris  
*Attorney for Plaintiff*

**Index to Exhibits**

**Exhibit 1** – Plaintiff’s Statement of Final Wages.

**Exhibit 2** – Wal-Mart Associates, Inc. Statement of Information as filed with the California Secretary of State, dated September 6, 2018.

# Exhibit 1



**Statement of Final Pay**

Wal-Mart Associates, Inc. 702 S.W. 8th St., Bentonville, Arkansas 72716.

\*\*\*\*\*8372

LARRY D ROACH

**Payee**

LARRY D ROACH

**Type**

WSCHK

**Account #****Amount**

863.28

**Amount Due To Associate**

863.28

**Date**

11-17-2018

**W4 Withholding:****Tax Method:****Pay Category:****Exemptions:****Additional Withholding:**

Federal

Married

Hourly

4

\$0.00

Note: State and local W4 information is not available at this time.

Description	Rate	Hours	Earnings	Year to Date	Type of Deductions	Taxes / Deductions	Year to Date
REGULAR EARNING	\$11.0000	39.27	\$431.97	\$13,934.58	FEDERAL TAX	\$0.00	\$30.40
OVERTIME EARN	\$16.5000	0.20	\$3.30	\$1,773.64	SOCIAL SECURITY	\$71.88	\$1,245.30
CA MEAL PREM			\$0.00	\$66.00	CALIFORNIA	\$0.00	\$0.00
PTO P/O UNUSED	\$11.0000	45.84	\$504.24	\$504.24	SDI	\$4.35	\$157.77
					CRED GARN CGPN	\$0.00	\$287.29
					ADMIN FEE	\$0.00	\$6.00
					CHECK DEPOSIT	\$0.00	\$13,623.11

	Earnings	Taxes	Deductions	Net Pay
Current	\$939.51	\$76.23	\$0.00	\$863.28
Year to Date	\$16,278.46	\$1,433.47	\$293.29	\$14,551.70

Advice No.	Amt. Due Associate
232752198	\$ 863.28

I have reviewed the above pay stub in its entirety and certify that I have received the payment of wages and other pay currently due.

**Signature:****Date:****Method of Payment:** Money Network Check**Reference #:** 1613415312**Money Network**7000 Goodlett Farms Pkwy., Suite 200  
Cordova, TN 38016-4917Payable without fee or discount at  
any Walmart location or at:Walmart Store #1554  
3223 E. Hammer Lane  
Stockton, CA 95212

Check Number

161341531

Digit

2

Date November 17, 201828-399  
8-90

PAY TO THE ORDER OF

Larry Roach\$863.38

VOID AFTER 100 DAYS

THE SUM OF

eight hundred sixty three dollars and 38/100

DOLLARS

ISSUER NUMBER

188899

TRANSACTION NUMBER

3538001-423

This check is not valid without a TRANSACTION NUMBER. For your protection, before cashing, collect the information requested on the back of this check, and call 1-866-845-9322 to verify the TRANSACTION NUMBER and dollar amount are valid.

Issued by MetaBank, member FDIC.  
MetaBank, 7000 Goodlett Farms Parkway, Suite 200 Cordova, TN 38016-4917

MetaBank

⑈161341531⑈ ⑆084003997⑆ 99⑈00001312⑈

# Exhibit 2



# State of California Secretary of State

## Statement of Information

(Foreign Corporation)

FEES (Filing and Disclosure): \$25.00.

If this is an amendment, see instructions.

**IMPORTANT – READ INSTRUCTIONS BEFORE COMPLETING THIS FORM**

**F**

**G023969**

**FILED**

In the office of the Secretary of State  
of the State of California

**SEP-06 2018**

**1. CORPORATE NAME**

WAL-MART ASSOCIATES, INC.

**2. CALIFORNIA CORPORATE NUMBER**

C1990849

This Space for Filing Use Only

**No Change Statement** (Not applicable if agent address of record is a P.O. Box address. See instructions.)

**3. If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement of information has been previously filed, this form must be completed in its entirety.**

☐ If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to **Item 13**.

**Complete Addresses for the Following** (Do not abbreviate the name of the city. Items 4 and 5 cannot be P.O. Boxes.)

4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE CITY STATE ZIP CODE  
702 SW 8TH STREET, BENTONVILLE, AR 72716

5. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY CITY STATE ZIP CODE

6. MAILING ADDRESS OF THE CORPORATION, IF DIFFERENT THAN ITEM 4 CITY STATE ZIP CODE

**Names and Complete Addresses of the Following Officers** (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

7. CHIEF EXECUTIVE OFFICER/ ADDRESS CITY STATE ZIP CODE  
SCOTT SCHMIDT 702 SW 8TH STREET, BENTONVILLE, AR 72716

8. SECRETARY ADDRESS CITY STATE ZIP CODE  
GORDON Y. ALLISON 702 SW 8TH STREET, BENTONVILLE, AR 72716

9. CHIEF FINANCIAL OFFICER/ ADDRESS CITY STATE ZIP CODE  
MATTHEW ALLEN 702 SW 8TH STREET, BENTONVILLE, AR 72716

**Agent for Service of Process** If the agent is an individual, the agent must reside in California and Item 11 must be completed with a California street address, a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 11 must be left blank.

10. NAME OF AGENT FOR SERVICE OF PROCESS [Note: The person designated as the corporation's agent MUST have agreed to act in that capacity prior to the designation.]  
C T CORPORATION SYSTEM

11. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL CITY STATE ZIP CODE

**Type of Business**

12. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION  
PAYROLL PROCESSING FOR ASSOCIA

13. THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT.

09/06/2018

KELLY LETTMANN

POWER OF ATTORNEY

DATE

TYPE/PRINT NAME OF PERSON COMPLETING FORM

TITLE

SIGNATURE

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Walmart Hit with Class Action in California Over Alleged Post-Employment Wage Statement Missteps](#)

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