

JAMES MARSHALL

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July 26, 2021

VIA ONLINE FILING

California Labor & Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Re: *Marshall v. Wal-Mart Associates, Inc.*

To Whom It May Concern:

This correspondence shall constitute written notice under Labor Code section 2699.3 of my claims against my former employer, Wal-Mart Associates, Inc. (the "Company"). Specifically, I allege that the Company:

1. Violated Labor Code §§ 201-204, 510, 558, 1194, 1197, 1197.1 by not paying proper overtime wages to me and other similarly situated aggrieved employees by failing to pay overtime at the correct rate of pay. Throughout our employment with the Company, non-exempt employees and I earned non-discretionary remuneration, including, but not limited to Covid pay. As these items are non-discretionary forms of remuneration, they should have been included in the regular rate of pay for purposes of paying me and other employees our overtime wages. However, whenever the Company paid me and other employees our overtime wages during work weeks in which we earned such non-discretionary remuneration, the overtime wages were not paid at 1.5 time the regular rate of pay as such remuneration were not factored into the regular rate of pay. Further as a result of such violations, the Company violated Labor Code §§ 201-203 by not paying employees all of their wages upon separation of employment due to the underpaid wages and Labor Code § 226(a) as the net/gross wages earned and applicable rates of pay shown on the wage statements were inaccurate due to the wage violations set forth above.

2. Violated Labor Code §§ 201-204, 510, 558, 1194, 1197, 1197.1 by not paying wages, including minimum, regular, and overtime wages, to me and other similarly situated aggrieved employees for all time spent undergoing temperature checks without the payment of wages. The Company violated these provisions by requiring me and other non-exempt employees to undergo daily temperature checks before being allowed to clock in, without the payment of any wages for such time. Further as a result of such violations, the Company violated Labor Code §§ 201-203 by not paying employees all of their wages upon separation of employment due to the underpaid wages and Labor Code § 226(a) as the net/gross wages earned, applicable rates of pay and hours worked shown on the wage statements were inaccurate due to the wage violations set forth above.

The address for the Company is:

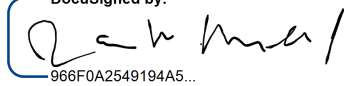
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Wal-Mart Associates, Inc.
702 S.W. 8th St.
Bentonville, Arkansas 72716

Please contact my attorney, Larry W. Lee, at the address/telephone number listed above if you have any questions regarding this matter.

Sincerely,

DocuSigned by:

966F0A2549194A5...
James Marshall

cc: Wal-Mart Associates, Inc. (by certified mail)