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November 7, 2025

VIA WEBSITE UPLOAD

State of California
Labor and Workforce Development Agency

VIA CERTIFIED MAIL (RETURN RECEIPT REQUESTED)

WAL-MART ASSOCIATES, INC.
702 SW 8th St
Bentonville, Arkansas 72716

Re: *Duran v. Wal-Mart Associates, Inc. et al.*

Dear Wal-Mart Associates, Inc.:

This office represents Michelle Jennifer Duran. We are informing you of our representation and ask that all further communication regarding this matter be directed to our attention at the address located on this letterhead, and that no contact be made directly with our client. This letter is sent pursuant to the provisions of California Labor Code, §§2699, et seq.

I. FACTS & NATURE OF THE DISPUTE

This is an employer-employee related dispute. Plaintiff is seeking relief for Defendant's violations of the California Business & Professions Code §§ 17200 et seq., including full restitution and disgorgement of all compensation retained by Defendant as a result of their unlawful and unfair business practices, as well as injunctive relief.

This action is on behalf of Plaintiff and other aggrieved employees to recover wages from Defendant due to Defendant's failure to pay overtime wages, to provide compliant meal and rest breaks (or pay the statutory compensation due), to provide accurate wage statements, to reimburse business expenses, to pay wages due on termination, and retaliation for workplace injuries .

Defendant has violated the law with respect to Plaintiff and other current and former aggrieved employees. These violations are set forth in Section II below. Plaintiff seeks compensatory, statutory, declaratory and injunctive relief to compensate her and other aggrieved employees for wage theft and otherwise unlawful working conditions.

II. § 2699, ET SEQ., LABOR CODE VIOLATIONS

Our client has numerous legal claims against Wal-Mart Associates, Inc. on behalf of herself and other aggrieved employees. Further investigation and formal discovery will likely uncover other claims and additional facts supporting liability herein.

The details of our client's Labor Code, §2699, claims on behalf of herself and other aggrieved employees include, but are not limited to:

A. FAILURE TO PAY OVERTIME WAGES (Labor Code §§510, 1194; IWC Wage Order No. 7)

Defendant intentionally and improperly failed to pay Plaintiff and other aggrieved employees proper overtime compensation. Plaintiff worked approximately 10 hours of overtime per week and often worked more than 12 hours in a day but was not properly compensated at the premium overtime rates required by law . Upon information and belief, other aggrieved employees have similarly been denied proper overtime compensation.

By virtue of Defendant's unlawful failure to pay overtime wages to Plaintiff and other aggrieved employees, Plaintiff and such aggrieved employees have suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiff, but which exceed the jurisdictional limits of the Court and which will be ascertained according to proof at trial.

B. FAILURE TO PROVIDE MEAL AND REST PERIODS (Labor Code §§512, 226.7; IWC Wage Order No. 7)

Defendant intentionally and improperly failed to afford Plaintiff and other aggrieved employees uninterrupted meal and rest periods. Plaintiff's rest breaks were interrupted at least 90% of the time, and her meal breaks were interrupted approximately 80% of the time . Plaintiff was sometimes restricted from leaving her work area during rest breaks, thereby preventing her from taking uninterrupted rest periods as required by law. Plaintiff and other aggrieved employees did not receive premium pay for Defendant's failure to afford compliant meal and rest periods.

By virtue of Defendant's unlawful failure to provide proper meal and rest periods to Plaintiff and other aggrieved employees, Plaintiff and such aggrieved employees have suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiff, but which exceed the jurisdictional limits of the Court and which will be ascertained according to proof at trial.

C. FAILURE TO REIMBURSE BUSINESS EXPENSES (Cal. Labor Code §2802)

Defendant was aware that Plaintiff was using her personal vehicle to travel to other Walmart locations for work purposes, using her personal cellular phone for work-

related communications, and purchasing back braces and clothing required for work (approximately \$600 per year), but failed to indemnify Plaintiff for all her business-related expenses, in accordance with Labor Code §2802 . Upon information and belief, other aggrieved employees have similarly been required to use their personal vehicles and cellular phones for work-related purposes and to purchase required work equipment without proper reimbursement.

Plaintiff and other aggrieved employees suffered damages in an amount, subject to proof, to the extent they were not reimbursed for all of their business-related expenses incurred in the discharge of their duties. An employer may never impose a financial burden on employees, with respect to business-related expenses, which would reduce the employee's wage rate below the minimum wage.

D. FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS
(Cal. Labor Code §226)

Throughout Plaintiff's employment from April 6, 2016 through July 9, 2025, Defendant failed to provide Plaintiff and other aggrieved employees with itemized wage statements that properly and accurately itemized all required information . Upon information and belief, other aggrieved employees have similarly received inaccurate wage statements that failed to comply with Labor Code §226 requirements.

E. WAITING TIME PENALTIES
(Cal. Labor Code §203)

As a result of Defendant's willful failure to pay all wages due upon termination as described above, Defendant is liable for waiting time penalties pursuant to Labor Code §203. Plaintiff was terminated on July 9, 2025, and Defendant willfully failed to pay all final wages including premium payments for missed meal and rest periods and unreimbursed business expenses.

F. UNFAIR COMPETITION
(Cal. Bus. & Prof. Code §§17200 et seq.)

Defendant, through the unfair and unlawful business practices as described herein, have obtained valuable property, money and services from Plaintiff and other aggrieved employees and have deprived them of valuable rights and benefits guaranteed by law all to the detriment of Plaintiff and other aggrieved employees. All the acts described are violations of, among other things, the Labor Code and IWC Wage Order No. 7, are unlawful and in violation of public policy; and in addition are immoral, unethical, oppressive, and unscrupulous, and thereby constitute unfair and unlawful business practices in violation of Business & Professions Code §§ 17200 et seq.

Plaintiff and other aggrieved employees are entitled to, and are, seeking such relief as may be necessary to restore to them the money and property which Defendant has acquired, or of which Plaintiff and other aggrieved employees have been deprived by means of the above-described unfair and unlawful business practices.

G. ADDITIONAL PENALTIES

(Violations of Labor Code §§201-204, 226, 226.7, 510, 1194, 2802)

Plaintiff intends to seek all penalties for the violations described above. Moreover, Plaintiff also intends to recover the actual wages owed to employees under the Labor Code sections that authorize such recovery, including but not limited to Labor Code §558.

III. CONCLUSION

Please take notice this letter is intended to exhaust the pre-litigation requirements set forth under California Labor Code, §§2699, *et seq.* By law, an employee alleging a violation of one of the above-referenced sections must notify his or her employer and the Labor and Workforce Development Agency (LWDA) before he or she can invoke the provisions of §2699, *et seq.*, by seeking redress in court. (Labor Code § 2699.3(a)(1).) The LWDA must then notify the employer and the employee within 33 calendar days regarding whether it intends to investigate the alleged violation. (Labor Code, §2699.3(a)(2)(B).) If the LWDA advises that it will not investigate, or if no notice is provided within 33 calendar days, the employee may file a lawsuit invoking the provisions under Labor Code, §2699. (Labor Code, §2699.3(a)(2)(A).) It is the intention of this office to file a civil complaint and to bring the appropriate claims under Labor Code, §2699, should your office not address these matters within the proscribed time.

We write this letter subject to and without waiver of our client's rights and remedies, all of which we expressly reserve. This letter is not an express statement of all facts and circumstances concerning this matter.

Sincerely,

LIPELES LAW GROUP, APC



Kevin A. Lipeles, Esq.