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February 25, 2026

VIA WEBSITE UPLOAD

State of California
Labor and Workforce Development Agency

VIA CERTIFIED MAIL (RETURN RECEIPT REQUESTED)

WAL-MART ASSOCIATES, INC.
1 CUSTOMER DR.
BENTONVILLE, AR 72716

LIZ WINN
1 CUSTOMER DR.
BENTONVILLE, AR 72716

DULCE BURGESS
1 CUSTOMER DR.
BENTONVILLE, AR 72716

DANY AMAYA
1 CUSTOMER DR.
BENTONVILLE, AR 72716

ANA DOE
1 CUSTOMER DR.
BENTONVILLE, AR 72716

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

This office represents Benjamin Ramon Eves. 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 Defendants' violations of the California Business & Professions Code §§ 17200 et seq., including full

restitution and disgorgement of all compensation retained by Defendants as a result of their unlawful and unfair business practices, as well as injunctive relief.

Defendants LIZ WINN, DULCE BURGESS, DANY AMAYA, and ANA DOE are owners, directors, officers, and/or managing agents of WAL-MART ASSOCIATES, INC. and are personally liable under Labor Code section 558.1 for all wage and hour violations as they acted on behalf of the employer and violated or caused to be violated provisions regulating minimum wages and hours of work. These Individual Defendants held positions as People Lead, Protection Team Lead, Asset Protection Operations Coach, and supervisor, respectively, and had the authority to hire, supervise, discipline, and/or terminate employees.

This action is on behalf of Plaintiff and other aggrieved employees to recover wages and penalties from Defendants due to Defendants' failure to reimburse business expenses, to provide access to personnel and payroll records, and unfair competition. Further investigation may reveal additional wage and hour violations affecting Plaintiff and other aggrieved employees.

Defendants have 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 him 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 himself 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 himself and other aggrieved employees include, but are not limited to:

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

Defendants intentionally and improperly failed to reimburse Plaintiff and other aggrieved employees for necessary business expenses incurred in the discharge of their duties. Throughout Plaintiff's employment with Defendants from May 11, 2021 through October 23, 2025, Plaintiff was required to use his personal cellphone for work-related purposes. Despite this requirement, Defendants failed to reimburse Plaintiff or other aggrieved employees for these necessary business expenses as required by Labor Code §2802. Defendants LIZ WINN, DULCE BURGESS, DANY AMAYA, and ANA DOE, as owners, directors, officers, and/or managing agents of WAL-MART ASSOCIATES, INC., are personally liable under Labor Code section 558.1 for these violations as they acted on behalf of the employer in establishing and maintaining the unlawful compensation practices.

By virtue of Defendants' unlawful failure to reimburse business expenses to Plaintiff and other aggrieved employees, Plaintiff and other aggrieved employees have suffered, and will continue to suffer, damages in amounts which are presently unknown

to Plaintiff and other aggrieved employees, but which exceed the jurisdictional limits of the Court and which will be ascertained according to proof at trial.

B. FAILURE TO ALLOW INSPECTION OF EMPLOYMENT RECORDS
(Labor Code §1198.5)

Defendants intentionally and improperly failed to permit Plaintiff and other aggrieved employees to inspect and receive copies of their personnel records, payroll records, and time records as required by law. On November 12, 2025, Plaintiff made a written request to Defendants for inspection and copies of his personnel file and payroll records pursuant to Labor Code §1198.5. Despite this written demand, Defendants have failed and refused to provide Plaintiff with access to his employment records and/or have provided incomplete records, thereby denying Plaintiff and other aggrieved employees access to information they are entitled to receive under California law. This pattern and practice of refusing to provide employment records affects other aggrieved employees as well.

By virtue of Defendants' unlawful failure to provide employment records to Plaintiff and other aggrieved employees, Plaintiff and other aggrieved employees have suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiff and other aggrieved employees, but which exceed the jurisdictional limits of the Court and which will be ascertained according to proof at trial.

C. UNFAIR COMPETITION
(Business & Professions Code §§17200 et seq.)

Defendants' conduct as alleged herein constitutes unfair competition in violation of Business and Professions Code §17200 et seq. Defendants' violations of Labor Code §2802, Labor Code §1198.5, Labor Code §226, and other California Labor Code provisions constitute unlawful, unfair, and fraudulent business practices. These violations affected Plaintiff and other aggrieved employees and provide a basis for civil penalties under the Private Attorneys General Act.

By virtue of Defendants' unlawful, unfair, and fraudulent business practices, Plaintiff and other aggrieved employees have suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiff and other aggrieved employees, but which exceed the jurisdictional limits of the Court and which will be ascertained according to proof at trial.

D. ADDITIONAL PENALTIES

Plaintiff intends to seek all penalties authorized by law for the violations described above. Moreover, Plaintiff also intends to recover the actual wages owed to employees under the Labor Code provisions that authorize such recovery, including but not limited to Labor Code §558. These penalties include civil penalties under the Private Attorneys General Act, Labor Code §2699, on behalf of Plaintiff and other aggrieved employees. Defendants' systematic violations of the Labor Code with respect to expense reimbursement, personnel records access, wage statement accuracy, and other wage and

hour requirements have affected numerous current and former employees. Plaintiff seeks to enforce these important statutory protections on behalf of himself and all aggrieved employees who have suffered from Defendants' unlawful employment practices.

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

A handwritten signature in blue ink, appearing to read 'K. Lipeles'.

Kevin A. Lipeles, Esq.