

**UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEVADA**

*In re Wal-Mart Wage and Hour  
Employment Practices Litigation*

MDL 1735  
2:06-cv-00225-PMP-PAL

**THIS DOCUMENT RELATES TO:**  
*King v. Wal-Mart Stores, Inc., et al.*

**NOTICE OF CLASS ACTION SETTLEMENT**

**NOTICE TO: All hourly employees of Wal-Mart Stores, Inc. (“Wal-Mart”) who were participants or beneficiaries (the “King Class Members”) of the Wal-Mart Profit Sharing and 401(k) Plan and/or the Wal-Mart Puerto Rico Profit Sharing and 401(k) Plan, and any and all predecessors (collectively, the “Plans”) during the period from February 1, 1997 to May 26, 2009 (the “Class Period”).**

**PLEASE READ THIS NOTICE CAREFULLY.  
A FEDERAL COURT AUTHORIZED THIS NOTICE.  
THIS IS NOT A SOLICITATION.**

This Notice advises you of a proposed settlement (the “King Settlement”) of this class action (the “King Case”). The King Settlement will provide \$5.0 million in cash, less attorney fees and costs, and certain other expenses, to pay claims on behalf of the Plans and on behalf of certain Class Members for whom Wal-Mart failed to make particular employer contributions with respect to the Plans. The King Settlement resolves a lawsuit over whether fiduciaries of the Plans breached their fiduciary duties and violated the Employee Retirement Income Security Act of 1974, 29 U.S.C. §§ 1001 *et seq.* (“ERISA”). You should read the entire Notice carefully, because your legal rights are affected whether you act or not.

**YOUR RIGHTS IN CONNECTION WITH THE SETTLEMENT**

<b>YOU CAN FILE A CLAIM IN THE WAGE LITIGATION</b>	If you recover taxable wages in the Wage Litigation (as described in section 3 below), you may also recover in the King Case.  (Note that, as discussed in section 3 below, at present it is possible to file a claim only in the Settled Wage Litigation, but not in the Non-Settled Wage Litigation.)  If you are a King Class Member, and no longer participate in the Plans, the Plan fiduciaries will do their best to make arrangements to pay you any King Settlement proceeds to which you are entitled.
<b>YOU CAN DO NOTHING</b>	If you do not file a claim in the Wage Litigation (as described in section 3 below), you may not be able to recover any Settlement proceeds from the King Case.  (Note that, as discussed in section 3 below, if you are covered by the Non-Settled Wage Litigation, as opposed to the Settled Wage Litigation, you will not be able to file a claim until such time, if ever, as a recovery is obtained in such Non-Settled Wage Litigation.)
<b>YOU CAN OBJECT</b>	You can write to the Court about why you don’t like the King Settlement.
<b>YOU CAN GO TO A HEARING</b>	You can ask to speak in Court about the fairness of the King Settlement.

Your rights, options and the date by which you must object if you oppose the King Settlement are explained in this Notice.

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## **BASIC INFORMATION**

### **1. Why did I get this Notice Package?**

You or someone in your family may have been a participant or beneficiary in the Plans during the Class Period.

The Court directed that you be sent this Notice because you have a right to know about a proposed Settlement of a class action lawsuit and about all of your options before the Court decides whether to approve the Settlement.

This package explains the King Case, the King Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of the case is the United States District Court for the District of Nevada, and the case is known as *Robert J. King, et al. v. Wal-Mart Stores, Inc., et al.*, part of MDL No. 1735, 2:06-cv-00225-PMP-PAL. The persons who sued are called Plaintiffs, and the company and the individuals that Plaintiffs sued, Wal-Mart and certain of its officials, are called Defendants.

### **2. How do I get more information?**

You can visit [www.walmartmdl.com](http://www.walmartmdl.com) or call 1-877-625-9448 toll-free. **Please do not contact the Court or Wal-Mart. They will not be able to answer your questions.**

### **3. What is this lawsuit about?**

In addition to the King Case, there are pending a number of class actions in which current or former Wal-Mart employees allege that Wal-Mart engaged in wage and hour violations, including improper “wage shaving” practices (the “Wage Litigation”). The Wage Litigation includes certain cases for which proposed settlements are currently pending (the “Settled Wage Litigation”). The Settled Wage Litigation consists of the following cases:

*Adcox, et al. v. Wal-Mart Stores, Inc., et al.*, Case No. 3:04-cv-633 (United States District Court for the Southern District of Texas, Houston Division) and *Lopez, et al. v. Wal-Mart Stores, Inc., et al.*, Case No. 12326BH2000 (Twenty-Third Judicial Circuit, Brazoria County, Texas);

*Alix v. Wal-Mart Stores, Inc.*, RJI No. 01-02-071134 (Supreme Court, Albany County, New York);

*Armijo, et al. v. Wal-Mart Stores, Inc., et al.*, Case No. D-0117-CV-2000-02211 (First Judicial District Court, County of Rio Arriba, State of New Mexico);

*Bailey, et al. v. Wal-Mart Stores, Inc., et al.*, Case No. 49D05-0008-CT-1177 (Marion Superior Court, State of Indiana);

*Barnett, et al. v. Wal-Mart Stores, Inc., et al.*, Case No. 01-2-24553-8 SEA (Superior Court for the State of Washington, in and for King County);

*Brown (Lisa), et al. v. Wal-Mart Stores, Inc., et al.*, Case No. 01 L 85 (15<sup>th</sup> Judicial Circuit Court, Rock Island, Illinois);

*Carter, et al. v. Wal-Mart Stores, Inc., et al.*, Case No. 2006-CP-A5-839R (Court of Common Pleas, Fourteenth Judicial Circuit, South Carolina);

*Hale, et al. v. Wal-Mart Stores, Inc., et al.*, Case No. 01-CV-218710 (Circuit Court of Jackson County, Missouri at Kansas City);

*Iliadis, et al. v. Wal-Mart Stores, Inc., et al.*, Case No. MID-L-5498-02 (Superior Court of New Jersey, Middlesex County, New Jersey);

*Lerma, et al. v. Wal-Mart Stores, Inc., et al.*, Case No. CJ-2001-1395 (District Court of Cleveland County, State of Oklahoma);

*In Re: Wal-Mart Wage and Hour Employment Practices Litigation*, Case No. 2:06-cv-00225-PMP-PAL (United States District Court for the District of Nevada), which consists of the following cases:

*Bayardo v. Wal-Mart Stores, Inc., et al.*, Case No. 07-00349 (United States District Court for the District of Nevada) (“*Bayardo*”) (California);

*Brogan (Pam), et al. v. Wal-Mart Stores, Inc., et al.*, Case No. 07-00214 (United States District Court for the Southern District of West Virginia) (“*Brogan (Pam)*”) (West Virginia);

*Brogan (Tammy), et al. v. Wal-Mart Stores, Inc., et al.*, Case No. 2:09-cv-00338 PMP-PAL (United States District Court for the District of Nevada) (“*Brogan (Tammy)*”) (New Hampshire);

*Campbell v. Wal-Mart Stores, Inc., et al.*, Case No. 06-11722 (United States District Court for the District of Nevada) (“*Campbell*”) (Rhode Island);

*Cole v. Wal-Mart Stores, Inc., et al.*, Case No. 06-00003 (United States District Court for the District of Montana) (“*Cole*”) (Montana);

*Curless v. Wal-Mart Stores, Inc., et al.*, Case No. 05-00277 (United States District Court for the District of Wyoming) (“*Curless*”) (Wyoming);

*Cruzado v. Wal-Mart Stores, Inc., et al.*, Case No. 2:09-cv-00595-PMP-PAL (United States District Court for the District of Nevada) (“*Cruzado*”) (Puerto Rico);

*Deas v. Wal-Mart Stores, Inc., et al.*, Case No. 06-00052 (United States District Court for the Eastern District of Virginia) (“*Deas*”) (Virginia);

*Griffin v. Wal-Mart Stores, Inc., et al.*, Case No. 2:09-CV00341 (United States District Court for the District of Nevada) (“*Griffin*”) (Arkansas);

*Hall v. Wal-Mart Stores, Inc., et al.*, Case No. 05-01099 (United States District Court for the District of Nevada) (“*Hall*”) (Nevada);

*Henderson v. Wal-Mart Stores, Inc., et al.*, Case No. 06-01569 (United States District Court for the District of Nevada) (“*Henderson*”) (Connecticut);

*Hicks v. Wal-Mart Stores, Inc., et al.*, Case No. 07-00051 (United States District Court for the Eastern District of Texas) (“*Hicks*”) (Texas);

*Jackson (Dora) v. Wal-Mart Stores, Inc., et al.*, Case No. 05-00269 (United States District Court for the District of Delaware) (“*Jackson (Dora)*”) (Delaware);

*Jackson (Reginald) v. Wal-Mart Stores, Inc., et al.*, Case No. 05-00424 (United States District Court for the District of Idaho) (“*Jackson (Reginald)*”) (Idaho);

*Kraemer v. Wal-Mart Stores, Inc.*, Case No. 06-00098 (United States District Court for the District of North Dakota) (“*Kraemer*”) (North Dakota);

*Luce v. Wal-Mart Stores, Inc., et al.*, Case No. 05-01019 (United States District Court for the District of South Dakota) (“*Luce*”) (South Dakota);

*Mathies, et al. v. Wal-Mart Stores, Inc., et al.*, Case No. 07-00483 (United States District Court for the District of Oregon) (“*Mathies*”) (Oregon);

*McFarlin v. Wal-Mart Stores, Inc., et al.*, Case No. 05-00094 (United States District Court for the District of Alaska) (“*McFarlin*”) (Alaska);

*Nolan, et al. v. Wal-Mart Stores, Inc., et al.*, Case No. 06-0777 (United States District Court for the Northern District of Ohio) (“*Nolan*”) (Ohio);

*Olinger v. Wal-Mart Stores, Inc., et al.*, Case No. 06-14055 (United States District Court for the Eastern District of Michigan) (“*Olinger*”) (Michigan);

*Parrish v. Wal-Mart Stores, Inc., et al.*, Case No. 2:09-cv-00342-PMP-PAL (United States District Court for the District of Nevada) (“*Parrish*”) (Georgia);

*Penn v. Wal-Mart Stores, Inc., et al.*, Case No. 06-06045 (United States District Court for the Eastern District of Louisiana) (“*Penn*”) (Louisiana);

*Poba v. Wal-Mart Stores, Inc., et al.*, Case No. 05-00697 (United States District Court for the District of Hawaii) (“*Poba*”) (Hawaii);

*Pritchett v. Wal-Mart Stores, Inc., et al.*, Case No. 2:09-cv-00343 (United States District Court for the District of Nevada) (“*Pritchett*”) (Alabama);

*Smith (Adriane) v. Wal-Mart Stores, Inc., et al.*, Case No. 07-00188 (United States District Court for the Western District of Wisconsin) (“*Smith*”) (Wisconsin);

*Stafford v. Wal-Mart Stores, Inc., et al.*, Case No. 05-00535 (United States District Court for the District of Nebraska) (“*Stafford*”) (Nebraska);

*Whitacre v. Wal-Mart Stores, Inc., et al.*, Case No. 07-00445 (United States District Court for the District of Nevada) (“*Whitacre*”) (Maryland);

*Williams (Norma Jean) v. Wal-Mart Stores, Inc., et al.*, Case No. 06-00061 (United States District Court for the District of Utah) (“*Williams (Norma Jean)*”) (Utah);

*Williams (Travis) v. Wal-Mart Stores, Inc., et al.*, Case No. 06-00142 (United States District Court for the Western District of North Carolina) (“*Williams (Travis)*”) (North Carolina); and

*Woods v. Wal-Mart Stores, Inc., et al.*, Case No. 06-00006 (United States District Court for the District of Maine) (“*Woods*”) (Maine).

*Montgomery, et al. v. Wal-Mart Stores, Inc., et al.*, Case No. 3:03-CV-539-HTW-AGN (United States District Court for the Southern District of Mississippi, Jackson Division) and *Winters, et al. v. Wal-Mart Stores, Inc., et al.*, Case No. 3:02CV1171 WS (United States District Court for the Southern District of Mississippi, Jackson Division);

*Mussmann, et al. v. Wal-Mart Stores, et al.*, Case No. LA27486 (Iowa District Court, Clinton County, Iowa);

*Nagy, et al. v. Wal-Mart Stores, Inc.*, Case No. 01-CI-00854 (Commonwealth of Kentucky, Boyd County Circuit Court) and *Gross, et al. v. Wal-Mart Stores, Inc., et al.*, Case No. 04-CI-01029 (Commonwealth of Kentucky, Laurel County Circuit Court, Division II);

*Ouellete, et al. v. Wal-Mart Stores, Inc., et al.*, Case No. 67-01-CA-326 (Circuit Court, Fourteenth Judicial Circuit in and for Washington County, Florida);

*Pickett, et al. v. Wal-Mart Stores, Inc., et al.*, Case No. CT-005945-03 (Circuit Court of Tennessee for the Thirteenth Judicial District at Memphis, Shelby County); and

*Willey, et al. v. Wal-Mart Stores, Inc., et al.*, Case No. 01 C3688 (District of Wyandotte County Kansas, Civil Court Department).

The Wage Litigation also includes certain cases for which there are no settlements currently pending (the “Non-Settled Wage Litigation”). The Non-Settled Wage Litigation consists of the following cases:

- *Hummel v. Wal-Mart Stores, Inc., et al.*, Case No. 3757 (Court of Common Pleas, Philadelphia County) (the “Hummel Case”);
- *Salvas v. Wal-Mart Stores, Inc.*, Case No. 01-3645 (Middlesex County Superior Court, Commonwealth of Massachusetts) (the “Salvas Case”); and
- *Savaglio v. Wal-Mart Stores, Inc., et al.*, Case No. C-835687 (Superior Court of the State of California for the County of Alameda) (the “Savaglio Case”).

The King Case alleges that Wal-Mart and other Defendants breached fiduciary duties with respect to the failure to make certain employer contributions to the Plans. The Plans generally provide that Wal-Mart will pay, as employer contributions, a particular percentage of wages paid to hourly workers. To the extent that, as alleged in the Wage Litigation, Wal-Mart underpaid wages through “wage shaving” and similar practices, the King Case asserts a claim on behalf of the Plans and their present and former participants and beneficiaries. The King Case asserts that, with respect to the Plans, Wal-Mart was required to make employer contributions for the wage amounts that Wal-Mart should have paid, but did not pay, according to the claims advanced in the Wage Litigation.

The Court in the King Case denied in part and granted in part Defendants’ motion to dismiss the Complaint, and Plaintiffs filed an amended complaint. Defendants deny all allegations of wrongdoing and contend they have substantial defenses in this lawsuit but are entering into this King Settlement for the purpose of avoiding the expense and uncertainty of litigation.

#### **4. Why is this a class action?**

In a class action, one or more persons called class representatives sue on behalf of people who have similar claims. All of these people who have similar claims make up the Class and are Class Members. One court resolves the issues for all Class Members. Because the wrongful conduct alleged by Plaintiffs in this case affected a large group of people in a similar way, Plaintiffs filed this case as a class action, asking the Court to allow them to represent the King Class Members as class representatives.

#### **5. Why is there a settlement?**

The Court has not decided in favor of Plaintiffs or Defendants. Instead, both sides agreed to the King Settlement. By agreeing to a settlement, the parties avoid the costs and risks of a trial, and the Plans and certain King Class Members will get compensation. The Plaintiffs and their attorneys believe that the King Settlement is best for all Class Members.

#### **6. How do I know if I am part of the Settlement?**

The Court has conditionally certified this case as a class action, in which everyone who fits the following description is a Class Member:

*All hourly employees of Wal-Mart who worked at a Wal-Mart store, Supercenter, Neighborhood Market, Sam’s Club or Distribution Center in any of the fifty United States or in Puerto Rico who (a) were participants in the Wal-Mart Stores,*

*Inc. Profit Sharing and 401(k) Plan and/or the Wal-Mart Puerto Rico Profit Sharing and 401(k) Plan (the "Plans") and any and all predecessors, from February 1, 1997 to May 26, 2009, and who (b) were eligible to have contributions from Wal-Mart allocated to their individual accounts in the Plan pursuant to the Plan's terms during such period; and as to each such hourly employee, his or her beneficiaries, alternate payees, representatives, and successors in interest.*

**7. Are there situations where, even though I am part of the King Settlement, I may not receive monetary benefits?**

As a result of the King Settlement, all King Class Members will release ERISA claims against Defendants. The following King Class Members will not receive any benefits from the King Settlement:

- a) former participants and beneficiaries of the Plans whose Payable Amount under the Plan of Allocation (*see* section 11) is less than \$25.00;
- b) current participants and beneficiaries of the Plans whose Payable Amount under the Plan of Allocation (*see* section 11) is less than \$10.00; and
- c) persons on whose behalf no Wage Litigation claims have been asserted to date or persons who are not members of a class that receives a recovery in the Wage Litigation.

**8. I'm still not sure if I may receive monetary benefits.**

If you are still not sure whether you are included, you can ask for free help. Visit [www.walmartmdl.com](http://www.walmartmdl.com) or call 1-877-625-9448.

**9. Can I exclude myself from the Settlement?**

In some class actions, class members have the opportunity to exclude themselves from a settlement. This is sometimes referred to as "opting out" of the settlement. **You do not have the right to exclude yourself from the King Settlement.** The case was certified under Fed. R. Civ. P. 23(b)(1) and (b)(2) as a "non opt-out" class action because of the way ERISA operates. Breach of fiduciary duty claims must be brought by participants on behalf of the Plan, and any judgment or resolution necessarily applies to all Plan participants and beneficiaries. As such, it is not possible for any participants or beneficiaries to exclude themselves from the benefits of the King Settlement. **Therefore, you will be bound by any judgments or orders that are entered in the King Case for all claims that were asserted in this case on your behalf or on behalf of the Plans or otherwise included in the release provided for by the King Settlement.**

Although you cannot opt out of the King Settlement, you can object to the King Settlement and ask the Court not to approve the King Settlement. *See* question 17.

**THE SETTLEMENT BENEFITS - WHAT YOU GET**

**10. What does the Settlement provide?**

Defendants have agreed to pay \$5.0 million to resolve Plaintiffs' claims against them. The payment is called the King Settlement Fund. Certain fees and expenses, including those incurred by Plaintiffs' Counsel, will be deducted from the ERISA Settlement Fund. The remaining amount is called the King Net Settlement Fund.

**11. How much will my payment be, if any?**

**In general, your Plan account will be paid in the King Settlement 3.1% of the amount, if any, that you will be paid for taxable wages in the Wage Litigation. However, there are important exceptions to this general rule, as set forth below.**

**The Net Settlement Fund will be distributed according to a Plan of Allocation to be approved by the Court. The Plan of Allocation is anticipated to provide as follows: Class Members will be entitled to receive an amount (the “Payable Amount”) equal to 3.1% of all amounts paid to them in the Wage Litigation with respect to taxable wages, subject to the limitations described in Item 7 above, and subject to the following Group Percentage Limitations:**

- (A) The aggregate Payable Amounts with respect to the Settled Wage Litigation will be subject to a Group Percentage Limitation of 90.4% of the Net Settlement Fund;**
- (B) The aggregate Payable Amounts with respect to the Hummel Case will be subject to a Group Percentage Limitation of 3.8% of the Net Settlement Fund;**
- (C) The aggregate Payable Amounts with respect to the Salvas Case will be subject to a Group Percentage Limitation of 1.3% of the Net Settlement Fund; and**
- (D) The aggregate Payable Amounts with respect to the Savaglio Case will be subject to a Group Percentage Limitation of 4.5% of the Net Settlement Fund.**

**To the extent that the aggregate Payable Amounts for any group of Class Members exceeds the applicable Group Percentage Limitation (referred to as a “Shortfall”), the Payable Amounts distributable to those Class Members will be reduced proportionately. To the extent that the aggregate Payable Amounts for any group of Class Members are less than the applicable Group Percentage Limitation (referred to as an “Excess”), the amount of the Excess will be made available to reduce any Shortfall; provided that if distributions have already been made to Class Members subject to a Shortfall, no further distributions will be made to those Class Members.**

**The Plan of Allocation is on file with the Court and, in addition, available at [www.walmartmdl.com](http://www.walmartmdl.com).**

### **HOW YOU GET A PAYMENT**

#### **12. How can I get my payment?**

If you are a Class Member, a current Plan participant or beneficiary, and authorized to receive a payment, your Settlement proceeds will be deposited in your Plan account. If you are a Class Member, no longer a participant or beneficiary in the Plans, and authorized to receive a payment, the Plan fiduciaries will undertake to pay you directly. (If you are no longer a participant or beneficiary in the Plans, you must roll over any payment you receive into an appropriate retirement plan in order to avoid current tax liability.)

#### **13. When will I get my payment?**

The Court will hold a hearing on October 19, 2009, to decide whether to approve the King Settlement and the proposed Plan of Allocation. If the Court approves the King Settlement, appeals may follow. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. Please be patient.

In addition, please be aware that this Settlement is contingent upon the Court’s final approval of the Settled Wage Litigation. If you are not a member of a class in the Settled Wage Litigation, you will not be entitled to receive a recovery in the King Case unless and until a class of which you are a member receives a recovery in the Wage Litigation.

## THE LAWYERS REPRESENTING YOU

### 14. Do I have a lawyer in this case?

The law firms of Berger & Montague, P.C. of Philadelphia, Pennsylvania; Keller Rohrback, LLP of Seattle, Washington; and Ann Miller, LLC of Philadelphia, Pennsylvania represent you and other Class Members. These lawyers are called Class Counsel. You will not be charged for these lawyers. These lawyers will be paid from the King Settlement Fund. If you want to be represented by your own lawyer, you may hire one at your own expense.

### 15. How will the lawyers be paid?

Class Counsel will ask the Court for attorney fees and expenses of up to 33.3% of the King Settlement Fund. The Court may award less than this amount. In addition, there will be an application for an incentive award to Plaintiffs in an aggregate amount not to exceed \$7,500.

## OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the King Settlement or some part of it.

### 16. What does it mean to object?

Objecting is simply telling the Court that you do not like something about the King Settlement. It will not have any bearing on your right to King Settlement proceeds.

### 17. How do I tell the Court that I don't like the Settlement?

You can object to the King Settlement if you dislike any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must send a letter saying that you object to the Settlement in *Robert J. King, et al. v. Wal-Mart Stores, Inc., et al.* Be sure to include your name, address, telephone number, signature, and the reasons you object to the King Settlement. You must identify in your written objection the names of any witness you may call to testify, and any exhibits you intend to introduce into evidence at the Fairness Hearing. **Mail the objection to each of the different addresses below, postmarked no later than September 24, 2009. You must mail your objection by this date. If you fail to do so, the Court may not consider your objection.**

<b>COURT</b>	<b>CLASS COUNSEL</b>	<b>DEFENSE COUNSEL</b>
Clerk of Court United States District Court District of Nevada 333 Las Vegas Boulevard South Las Vegas, NV 89101	Todd S. Collins Berger & Montague, P.C. 1622 Locust Street Philadelphia, PA 19103	Brian L. Duffy Greenberg Traurig, LLP 1200 17 <sup>th</sup> Street Suite 2400 Denver, CO 80202
	Lynn L. Sarko Keller Rohrback, LLP 1201 Third Avenue, Suite 3200 Seattle, WA 98101	
	Ann Miller Ann Miller LLC 834 Chestnut Street, Suite 206 Philadelphia, PA 19107	

**ALL PAPERS SUBMITTED MUST INCLUDE THE CASE NUMBER MDL 1735, 2:06-cv-00225-PMP-PAL.**

## **THE COURT'S FAIRNESS HEARING**

The Court will hold a hearing to decide whether to approve the King Settlement. You may attend and you may ask to speak, but you are not required to do so.

### **18. When and where will the Court decide whether to approve the Settlement?**

The Court will hold a Fairness Hearing at 11:00 a.m. on October 19, 2009, at the United States District Court for the District of Nevada, Lloyd D. George United States Courthouse, 1<sup>st</sup> Floor, 333 Las Vegas Boulevard South, Las Vegas, Nevada. At this hearing, the Court will consider whether the King Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will listen to people who have asked to speak at the hearing. The Court will also consider what amount of Class Counsel fees and expenses will be paid from the King Settlement Fund, and what amounts, if any, should be paid to Plaintiffs as an incentive award. We do not know when the Court will rule on these issues.

### **19. Do I have to go to the Fairness Hearing?**

No, Class Counsel will answer questions the Court may have. You are, however, welcome to go at your own expense. If you send an objection, you do not have to go to Court to talk about it. As long as your objection is postmarked by September 24, 2009, the Court will consider it. You also may pay your own lawyer to attend, but it is not necessary.

### **20. May I speak at the hearing?**

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that you wish to be heard orally with respect to the approval of the Settlement, the amounts you may be entitled to receive (*see* section 11 above), the request for fees and expenses for Class Counsel, or the request for an amount to be paid to Plaintiffs as an incentive award. Your letter must bear the caption "Notice of Intention to Appear in *Robert J. King, et al. v. Wal-Mart Stores, Inc., et al.*, part of MDL No. 1735, 2:06-cv-00225-PMP-PAL." Be sure to include your name, address, telephone number, and your signature. Your letter must be postmarked no later than September 24, 2009, and sent to the Clerk of the Court, Class Counsel, and Defense Counsel, at the addresses indicated above in section 17.

## **GETTING MORE INFORMATION**

### **21. Are there more details about the Settlement?**

This Notice summarized the proposed King Settlement. More details are in the parties' Settlement Agreement. You can get a copy of the King Settlement Agreement by visiting [www.walmartmdl.com](http://www.walmartmdl.com) or by calling 1-877-625-9448. **Remember, please do not contact the Court or Wal-Mart. They cannot give you additional information.**

DATE: August 10, 2009.