

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEVADA  
*In re: WAL-MART WAGE AND HOUR EMPLOYMENT PRACTICES LITIGATION, MDL 1735*

**NOTICE OF: PROPOSED CLASS ACTION SETTLEMENT AND RELEASE OF CLAIMS;  
HEARING TO DETERMINE WHETHER TO APPROVE PROPOSED CLASS SETTLEMENT**

**THIS NOTICE IS BEING SENT TO YOU BECAUSE YOU HAVE BEEN IDENTIFIED AS A MEMBER OF A CLASS OF CURRENT OR FORMER WAL-MART HOURLY EMPLOYEES WHO MAY BE ELIGIBLE TO SUBMIT A CLAIM TO RECOVER MONEY AS PART OF A PROPOSED CLASS ACTION SETTLEMENT.**

**PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY.  
YOUR RIGHTS WILL BE AFFECTED BY THIS SETTLEMENT.**

TO BE ELIGIBLE TO RECEIVE A PAYMENT FROM THE SETTLEMENT, YOU MUST BE A MEMBER OF THE SETTLEMENT CLASS DESCRIBED BELOW, **AND YOU MUST SUBMIT ONE OF THE ATTACHED CLAIM FORMS ON OR BEFORE NOVEMBER 9, 2009. THE SHORT CLAIM FORM MAY BE SUBMITTED ONLINE OR BY MAIL. THE LONG CLAIM FORM MUST BE MAILED. ALL MAILED CLAIM FORMS MUST BE POSTMARKED ON OR BEFORE NOVEMBER 9, 2009.**

IF YOU DO NOT WANT TO BE PART OF THE SETTLEMENT, YOU MUST TAKE THE STEPS DESCRIBED IN PARAGRAPH VI.B BY SEPTEMBER 24, 2009 TO REQUEST EXCLUSION. OTHERWISE, YOU WILL BE BOUND BY THE TERMS OF THE SETTLEMENT.

IF YOU HAVE ANY QUESTIONS ABOUT ANY PORTION OF THIS NOTICE, YOU MAY CALL THE CLAIMS ADMINISTRATOR AT 1-800-677-5163, OR YOU MAY VISIT THE SETTLEMENT WEBSITE AT [www.walmartmdl.com](http://www.walmartmdl.com) FOR ADDITIONAL INFORMATION.

**THE SETTLEMENT CLASS CONSISTS OF:** All current and former hourly employees who worked at a Wal-Mart store, Supercenter, Neighborhood Market, Sam's Club, or Distribution Center in one or more of the states listed in paragraph I of this Notice during the time period set forth for each listed state.

This Notice is given pursuant to the Order of the United States District Court for the District of Nevada (the "Court") to advise you that Wal-Mart has entered into a Proposed Settlement Agreement which has been preliminarily approved by the Court and which shall become effective, if at all, upon the Court issuing an Order finally approving the Proposed Settlement and, thereafter, the time for appealing that Order having ended.

**I. SUMMARY OF THE CLASS ACTION LITIGATION CLAIMS**

Lawsuits consolidated together as *In Re: Wal-Mart Wage and Hour Employment Practices Litigation* were filed in or transferred to the United States District Court for the District of Nevada before the Honorable Judge Phillip M. Pro, *In Re: Wal-Mart Stores, Inc. Employment Practices Litigation*, MDL 1735, Docket No. 2:06-cv-00225-PMP-PAL. This Notice concerns the portion of the settlement which covers claims brought on behalf of approximately 3,200,000 current and former hourly employees who worked for Wal-Mart in one or more of the following twenty-nine states or territories ("Covered States") during the time periods ("Covered Time Periods") listed below.

Alabama	2/17/1999 - 02/27/2009	Maryland	4/4/2004 - 02/27/2009	Puerto Rico	01/06/1994 - 02/27/2009
Alaska	4/7/1999 - 02/27/2009	Michigan	9/14/2000 - 02/27/2009	Rhode Island	9/20/1986 - 02/27/2009
Arkansas	5/18/2000 - 02/27/2009	Montana	1/13/1998 - 02/27/2009	South Dakota	5/11/1999 - 02/27/2009
Connecticut	12/6/2000 - 02/27/2009	Nebraska	12/8/2000 - 02/27/2009	Texas	4/3/2003 - 02/27/2009
Delaware	4/4/2002 - 02/27/2009	Nevada	7/26/1999 - 02/27/2009	Utah	1/20/2000 - 02/27/2009
Georgia	2/5/1999 - 02/27/2009	New Hampshire	2/17/2002 - 02/27/2009	Virginia	4/3/2001 - 02/27/2009
Hawaii	11/1/1999 - 02/27/2009	North Carolina	3/23/2003 - 02/27/2009	West Virginia	4/3/1997 - 02/27/2009
Idaho	10/25/2003 - 02/27/2009	North Dakota	11/15/2000 - 02/27/2009	Wisconsin	4/2/2001 - 02/27/2009
Louisiana	9/15/2003 - 02/27/2009	Ohio	4/4/1991 - 02/27/2009	Wyoming	10/26/1995 - 02/27/2009
Maine	1/12/2000 - 02/27/2009	Oregon	3/30/2001 - 02/27/2009		

Plaintiffs claim that Wal-Mart did not pay Class Members in these states for all time worked and/or did not provide them with full, uninterrupted rest breaks and meal periods. These claims are more fully described in the Amended Consolidated Complaint, which may be downloaded from the Settlement Website, [www.walmartmdl.com](http://www.walmartmdl.com), and are collectively referred to as the "Class Claims."

Wal-Mart denies all Class Claims and all other allegations of wrongdoing. Wal-Mart maintains that it took reasonable steps to give hourly employees the opportunity to take rest breaks and meal periods and to record all time worked, so that they were properly paid for that time.

If the Proposed Settlement with Wal-Mart is approved, the Class Claims will be dismissed with prejudice. By giving this Notice, the Court is not expressing any opinion regarding the merits of the Class Claims or the defenses of Wal-Mart to those claims. Nothing contained in this Notice should be construed as suggesting the Court's view as to which side might prevail should this matter proceed to trial.

**II. CLASS CERTIFICATION**

For purposes of this Settlement, the Court has entered an Order certifying the Settlement Class pursuant to Rule 23 of the Federal Rules of Civil Procedure, and certifying a collective action pursuant to the Fair Labor Standards Act. In that Order, the Court appointed the forty-three persons identified in the Settlement Agreement as Class Representatives for the Settlement Class.

The Court has also designated the following lawyers as Co-Lead Class Counsel: Robert Bonsignore of Bonsignore and Brewer and Carolyn Beasley Burton of the Mills Law Firm.

The Court has also appointed the lawyers identified in the Settlement Documents as Class Counsel for the states covered by the Proposed Settlement.

**III. THE PROPOSED CLASS SETTLEMENT**

After lengthy and hard-fought litigation, thoroughly testing all claims and defenses, and after extensive negotiations, Class Counsel and Wal-Mart agreed to settle the Class Claims on the terms described below, subject to final approval by the Court. The Court has preliminarily approved the Proposed Settlement for the purpose of giving this Notice and scheduling a Final Approval Hearing, at which time the Court will decide whether to give final approval to the Proposed Settlement. The basic terms of the Settlement

which the Court is being asked to approve are as follows:

**A. Monetary Payments.**

1. The Class Settlement Amount shall have an aggregate Ceiling of up to \$85,000,000 and a Floor of \$65,000,000 to cover claims by Class Members in this Settlement, claims by Class Members in the California Settlement Class, Attorneys' Fees and Costs to Class Counsel, payments to Class Representatives and other Named Plaintiffs, and the costs of Notice and Administration. Class Member Claims will be paid on a claims-made basis to those Class Members who submit a timely and valid Claim Form in accordance with the instructions in this Notice.
2. Class Member Claims, Attorneys' Fees and Costs, payments to Class Representatives and other Named Plaintiffs and the first \$1,500,000 of the costs of Notice and Administration shall be counted against the Floor. In the event that the aggregate total of these amounts does not reach the Floor, any remaining funds below the Floor shall be distributed as described in paragraph 3(b) and (c) below, or, if after such distribution any residual up to the Floor still remains, to a charity in accordance with the terms of the Settlement Agreement and shall not be returned to Wal-Mart. If the aggregate total of these amounts plus additional reasonable costs of Notice and Administration exceed the Floor but are below the Ceiling, the additional funds up to the Ceiling shall remain with Wal-Mart. In the event that the aggregate total of these amounts plus additional reasonable costs of Notice and Administration exceed the Ceiling, payments of approved Class Member Claims shall be decreased on a pro-rata basis, so that the Ceiling is not exceeded.
3. In order to receive a share of the Class Settlement Amount, you must submit a claim by completing and timely submitting *one* of two alternative Claim Forms: (a) a Short Claim Form, which provides for an automatic, fixed payment based upon how long you worked as an hourly employee of Wal-Mart in each Covered State that you identify on the Claim Form and requires you to verify that you had a qualifying work experience listed on the Short Claim Form; or (b) a Long Claim Form, which provides for a payment amount based upon how long you worked as an hourly employee of Wal-Mart in each Covered State that you identify on the Claim Form and your verified answers to questions on the Long Claim Form regarding your work experiences. In order to be eligible to submit a Claim, you must have worked in the Covered State during the Covered Time Period as described in paragraph I of this Notice.
  - a. You may submit **only one** Claim Form. The Short Claim Form may be submitted online or by mail. The Long Claim Form may only be submitted by mail. All Claim Forms must be sworn to under oath. If you submit a Claim Form by mail you must provide the last four digits of your Social Security number. If you submit the Short Claim Form online, you must provide your complete Social Security number. The Claim Form you submit may be subject to audit by the Claims Administrator or by Wal-Mart as further described in the Settlement Agreement.
  - b. If you submit a **Short Claim Form** you shall be eligible to recover according to the following schedule for each Covered State for which you submit a claim:

Under 1 year: <b>\$25</b>	2 to 4 years: <b>\$75</b>
1 to 2 years: <b>\$50</b>	4 years or more: <b>\$100</b>

The above payment schedule could change, and the amount you are eligible to recover could increase or decrease, depending on a variety of factors, including the total number of approved claims, the total amount of Attorneys' Fees and Costs awarded by the Court, the amount of payments to Class Representatives and other Named Plaintiffs approved by the Court, and the cost of Notice and Administration. We cannot predict the likelihood that this will happen or the extent to which your payment may increase or decrease. The maximum payment you could receive is:

Under 1 year: up to <b>\$250</b>	2 to 4 years: up to <b>\$750</b>
1 to 2 years: up to <b>\$500</b>	4 years or more: up to <b>\$1000</b>

- c. Class Members who worked at Wal-Mart in a Covered State during a Covered Time Period for six (6) Pay Periods or less (approximately three months) can only submit a Short Claim Form. Class Members who worked more than six (6) Pay Periods during the applicable Covered Time Period have the option of submitting a **Long Claim Form** instead of the Short Claim Form. If you elect to submit a Long Claim Form, the amount you are eligible to recover under the Settlement Agreement will be determined based on the number of Pay Periods you worked and by your answers to the questions in the Long Claim Form concerning your work experience during that time, according to the following schedule for each Covered State for which you submit a claim:

Three months to 1 year: up to <b>\$50</b>	3 to 5 years: up to <b>\$250</b>
1 to 3 years: up to <b>\$150</b>	5 years or more: up to <b>\$300</b>

The above payment schedule could change, and the amount you are eligible to recover could increase or decrease, depending on a variety of factors, including the total number of approved claims, the total amount of Attorneys' Fees and Costs awarded by the Court, the amount of payments to Class Representatives and other Named Plaintiffs approved by the Court, and the cost of Notice and Administration. We cannot predict the likelihood that this will happen or the extent to which your payment may increase or decrease. The maximum payment you could receive is:

Three months to 1 year: up to <b>\$166.66</b>	3 to 5 years: up to <b>\$833.33</b>
1 to 3 years: up to <b>\$499.99</b>	5 years or more: up to <b>\$1000</b>

Applicable taxes will be deducted from any payment.

Subject to these maximums, the potential payment amount under the Long Form shall be determined based on your answers to questions about your own work experience at Wal-Mart in a Covered State during the Covered Time Period, as follows:

- (i) \$1.25 for each claimed missed or interrupted rest break;
      - (ii) \$5 for each hour of claimed off-the-clock work;
      - (iii) \$2 per claim of being locked in a store after clocking out at the end of a shift;
      - (iv) \$2.50 per claim for insertion of a meal period of 30 minutes; and
      - (v) \$15 per claim of being clocked out 1 or 2 minutes after clocking in.
- d. Retaliation by Wal-Mart against Class Members relating to their submission of a Claim Form or opting out of the Proposed Settlement is unlawful and is strictly prohibited. Your managers and co-workers will not be told if you participated in or excluded yourself from the Proposed Settlement or about the nature of your participation or non-participation, absent a showing to the Court by Wal-Mart of good cause to disclose such information.
- e. **The Claims Submission Deadline is November 9, 2009.** A completed Short Claim Form may be submitted online at [www.walmartmdl.com](http://www.walmartmdl.com), on or before the Claims Submission Deadline. If you choose not to submit a Short Claim Form online, or if you choose to submit a Long Claim Form, you may mail your completed Claim Form to the Claims Administrator, postmarked on or before the Claims Submission Deadline. The mailing address for claims is Wal-Mart MDL Claims Administrator, P.O. Box 2204, Faribault, MN 55021-1604.

**B. Programmatic Relief.**

The Proposed Settlement provides that for a three-year period Wal-Mart will implement and/or continue to utilize the following programs and procedures to ensure that employees receive full, uninterrupted breaks and payment for all time worked:

1. A clock-out/lock-out program that locks hourly employees out of electronic devices, including CBL terminals and cash registers, if they are not clocked in for work on Wal-Mart's time clock;
2. Reasonably feasible technology that aids hourly employees and management in ensuring that an hourly employee is on the clock before he or she can use any in-store electronic device that requires an employee log-on and can be linked to employee user-id and time-stamp combinations, such as a Computer Based Learning (CBL) or My Learning Center (MLC) module, a cash register, or a telxon device;
3. Reasonably feasible technology that aids hourly employees and management in providing employees with the opportunity to eat a meal if they earn a meal period in accordance with applicable state law;
4. Reasonably feasible technology to help prevent management from inserting one-minute or two-minute shifts that are not approved by the hourly employee;
5. Reasonably feasible technology to assure compliance with applicable law governing the treatment of break time as hours worked;
6. Reasonably feasible technology to verify that hourly employees are being provided the opportunity to take legally required meal and rest breaks, and are not being permitted to work off the clock;
7. Make a Hotline available to hourly employees to report missed rest breaks, missed meal breaks or off-the-clock work, and post a notice in the break room of each store or club informing employees of the availability of the Hotline.

### **C. Releases.**

Regardless of whether you submit a Claim Form, once the Court enters an Order granting final approval of the Settlement, **you will be bound by the release of claims contained in the Settlement Agreement, unless you opt out by submitting an Exclusion Letter in the manner and by the deadline set forth below. The release of claims to which you will be bound if you do not opt out is more fully described in the Settlement Agreement and includes certain claims under the Fair Labor Standards Act.**

### **IV. ATTORNEYS' FEES AND EXPENSES AND PAYMENTS TO CLASS REPRESENTATIVES AND OTHER NAMED PLAINTIFFS**

Class Counsel shall request that the Court award Class Counsel a reasonable attorneys' fee of 33.333% of the total Class Settlement Amount of \$85,000,000 to compensate Class Counsel for the work performed by Class Counsel in bringing this Litigation, award reimbursement to Class Counsel for Court-Approved costs and expenses incurred in bringing this Litigation, award the four Class Representatives who were deposed \$15,000 each, and award the other 39 Class Representatives and the 14 Dismissing Named Plaintiffs \$10,000 each.

### **V. FINAL APPROVAL OF THE PROPOSED SETTLEMENT**

The Court preliminarily approved the Proposed Settlement and certified a Settlement Class, pursuant to Rule 23 of the Federal Rules of Civil Procedure, on May 28, 2009. The Court will conduct a hearing on October 19, 2009, at 11:00 a.m., to determine whether to grant final approval of the Proposed Settlement (the "Final Approval Hearing"). The Final Approval Hearing will be held before the Honorable Phillip M. Pro at the United States District Court, 333 Las Vegas Boulevard South, Las Vegas, Nevada 89101-7065. Without further notice, the Court may adjourn and reconvene the Final Approval Hearing and set it for a different time.

You do not need to appear at the Final Approval Hearing. If you, or your personal attorney, wish to attend the hearing, you may do so at your own expense.

At the Final Approval Hearing, the Court will determine whether the Proposed Settlement should be given final approval as fair, reasonable, and adequate; determine whether judgment dismissing this Litigation with prejudice should be entered; and determine what amounts to award Class Counsel and Class Representatives. If objections have been filed, the Court will consider them at that time.

If the Court approves the Proposed Settlement, Class Member Claims will be paid as soon as practicable after any appeals of such Final Approval Order have been resolved without possibility of further review.

### **VI. WHAT ARE YOUR OPTIONS AS A CLASS MEMBER?**

#### **A. You May Remain a Member of the Settlement Class and Be Eligible to Receive Benefits.**

You may remain a Class Member, in which case you will be bound by the terms of the Proposed Settlement, including your release of Class Claims and related claims under the Fair Labor Standards Act, as described in the Settlement Agreement. If you wish to submit a claim, you **MUST** submit your completed Short Claim Form online before November 9, 2009, or mail your completed Short or Long Claim Form postmarked before November 9, 2009. Regardless of whether you submit a Claim Form, once the Court enters an Order granting final approval of the Settlement, you will be bound by the release of all Class Claims, unless you submit an Exclusion Letter in the manner and by the deadlines set forth below.

#### **B. You May Exclude Yourself from the Settlement Class.**

If you do not wish to be a Class Member, you may exclude yourself from the Class by sending an Exclusion Letter, as defined below, to the Claims Administrator by September 24, 2009. If you do not comply with these exclusion requirements, you will remain a member of the Settlement Class and be bound by any rulings, decisions, or judgments affecting the Settlement Class, including the release of Class Claims. The Exclusion Letter must identify each Covered State for which you are excluding yourself, the location or location(s) and each type of facility or facilities in which you worked, the time period during which you worked in each state that you identify, must include your Social Security number, must be signed by you under oath, and must state the following:

"I do not want to be a member of the Settlement Class in MDL 1735 with respect to the state or states I have identified in this letter. I understand that, with respect to each state for which I have excluded myself, I will not be eligible to receive any monetary benefits of the settlement or to object to the settlement, and that any claim I wish to pursue against Wal-Mart will be my own responsibility and at my own expense."

#### **C. You May Remain a Member of the Settlement Class, but Object to the Proposed Settlement.**

You have the right to remain a Class Member, eligible to submit a Claim, but still object to the Proposed Settlement and/or the requests for awards of fees to Class Counsel and the Class Representatives, as described above. If you wish to object or comment, you must file a written statement of your objection with the Clerk of the Court, 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 89101-7065, and provide a copy of same to Co-Lead Class Counsel, Robert J. Bonsignore, Esq., BONSIGNORE & BREWER, 23 Forest Street, Medford, Massachusetts 02155 and Carolyn Beasley Burton, Esq., THE MILLS LAW FIRM, 880 Las Gallinas Avenue, Suite Two, San Rafael, California 94903 and to counsel for Wal-Mart, Naomi Beer, Esq. of GREENBERG TRAURIG, 1200 17th Street, Suite 2400, Denver, Colorado 80202, on or before September 24, 2009. Your written objection must be signed under penalty of perjury and must contain the following required information:

1. A heading referring to this Litigation;
2. Your name, address, telephone number, and the contact information for any attorney retained by you in connection with the objection or otherwise in connection with the litigation of MDL 1735;
3. The state or states, the specific location or locations, and the type of facility or facilities where you worked for Wal-Mart, your position at each location and your dates of employment at each location;
4. A detailed statement of the specific factual and legal basis for each objection, including why you have chosen to object rather than exclude yourself from the Settlement Class;
5. A statement as to whether you intend to appear at the Final Approval Hearing, either in person or through counsel, and, if through counsel, identifying the counsel by name, address and telephone number;
6. A list of any witnesses you may call at the Final Approval Hearing, together with a brief summary of each witness's expected testimony;
7. A list of and copies of any exhibits which you may seek to use at the Final Approval Hearing;
8. A list of any legal authority you may present at the Final Approval Hearing; and
9. Your signature, executed under penalty of perjury.

Any Class Member who fails to timely file the required written information will not be permitted to present any objection at the Final Approval Hearing, shall be regarded as having waived any right to object to the Proposed Settlement, and shall be barred from subsequently raising an objection in any proceeding relating to the Settlement.

### **VII. CONDITIONS AND CONSEQUENCES OF NON-APPROVAL**

If the Court does not enter an Order finally approving the Proposed Settlement, or if the Court enters a Final Approval Order and appellate review of said Order results in reversal of the Order and no subsequent Final Order approving the Proposed Settlement is entered, then the Proposed Settlement shall become null and void and the Class Claims will proceed to be litigated as though the parties had never entered into the Settlement Agreement.

### **VIII. SCOPE OF NOTICE AND ADDITIONAL INFORMATION**

This Notice contains only a summary of the litigation of the Class Claims and the Proposed Settlement. For more detailed information regarding the litigation of the Class Claims, you are referred to the Claims Administrator or Class Counsel. You may obtain a copy of the Settlement Agreement by contacting the Claims Administrator. You may request information by email or telephone by contacting the Claims Administrator at [info@walmartmdl.com](mailto:info@walmartmdl.com), or toll-free at 1-800-677-5163. You may also visit the claims website at [www.walmartmdl.com](http://www.walmartmdl.com).

**If you believe that you are a Class Member, but did not receive a copy of this Notice by mail, you should contact the Claims Administrator concerning your claim.**

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE FOR INFORMATION**