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12
13

14 UNITED STATES DISTRICT COURT
15 CENTRAL DISTRICT OF CALIFORNIA
16 WESTERN DIVISION
17

18 JAMES S. EVANS, on behalf of
himself, all others similarly situated,

19 *Plaintiff,*

20 vs.

21 WAL-MART STORES, INC., a
22 Delaware corporation; and DOES 1
through 50, inclusive,

23 *Defendants.*
24
25

Case No. 2:17-cv-07641-AB-KK

Assigned For All Purposes to the
Hon. Andre Birotté, Jr., Courtroom 7B

**DECLARATION OF SHAUN
SETAREH IN SUPPORT OF
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: December 2, 2022
Time: 11:00 a.m.
Place: Courtroom 7B

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DECLARATION OF SHAUN SETAREH

I, Shaun Setareh, declare as follows:

1. I am an attorney in good standing duly admitted to practice before the United States District Court for the Central District of California and am attorney of record for Plaintiff James S. Evans (“Plaintiff” or “Class Representative”) in this action against Walmart Inc. (formerly known as Wal-Mart Stores, Inc.) (“Defendant” or “Walmart”).

2. Except for those matters stated upon information and belief, which I am informed and believe are true and correct, I have personal knowledge of all matters set forth herein. If called as a witness, I could and would competently testify thereto under oath.

Factual and Procedural Background

3. Prior to filing the complaint, Plaintiff’s counsel conducted an extensive investigation pertaining to the factual and, most importantly, legal viability of the claims that were resolved in this case.

4. On September 13, 2017, Plaintiff filed a class action complaint in the Superior Court of the State of California for the County of Los Angeles, individually and on behalf of a purported class of similarly situated employees. In the Class Action Complaint, Plaintiff asserted claims for (1) failure to pay hourly wages (Cal. Lab. Code §§ 223, 510, 1194, 1194.2, 1197, 1197.1, and 1198); (2) failure to pay vacation and/or holiday pay (Lab. Code § 227.3); (3) failure to provide accurate wage statements (Cal. Lab. Code § 226(a)); (4) failure to timely pay all final wages (Cal. Lab. Code §§ 201, 202, and 203); and (5) unfair competition (Cal. Bus. & Prof. Code §§ 17200, *et seq.*).

5. On October 18, 2017, Walmart removed the action to federal court pursuant to the Class Action Fairness Act of 2005 (“CAFA”) (28 U.S.C. § 1332(d)(2).) (ECF 1.)

6. On November 20, 2017, Plaintiff filed a First Amended Complaint adding Keineisha Smith as an additional class representative an adding, among other claims, an

1 additional cause of action for civil penalties under the Labor Code Private Attorneys
2 General Act of 2004 (“PAGA”) (Lab. Code §§ 2698 *et seq.*) (ECF 12.)

3 7. The parties engaged in extensive discovery. Class counsel served
4 interrogatories, requests for admissions and document requests, and obtained written
5 responses and document production from Walmart. Subsequently, Walmart continued
6 to produce documents on a rolling basis and eventually produced more than two
7 thousand pages of documents altogether.

8 8. On August 19, 2019, Walmart took the deposition of Plaintiff.

9 9. Walmart also served written discovery consisting of interrogatories,
10 requests for admissions and document requests on Plaintiff, who provided complete
11 written responses and documents.

12 10. After the class was certified, Plaintiff brought a discovery motion before
13 Magistrate Judge Kenly Kiya Kato seeking timekeeping and payroll records. (ECF 103-
14 104, 107-108, 115, 136.)

15 11. On February 4, 2020, Plaintiff took the deposition of Walmart’s Rule
16 30(b)(6) witness, Ms. Diana McChristian, in Bentonville, Arkansas.

17 12. On July 22, 2019, Plaintiff filed his motion for class certification. (ECF
18 50.)

19 13. Following this Court’s order granting in part Plaintiff’s motion for class
20 certification, the parties met and conferred regarding the form and content of the class
21 notice and agreed that Phoenix Settlement Administrators should be the notice
22 administrator and that it shall be sent to approximately 220,000 class members.

23 14. Ultimately, there were a total of 200,787 notices mailed to the putative
24 class. Of those mail, 2,557 notices were returned and 29 notices were forwarded.
25 The Notice Administrator received 127 requests to opt-out which amounted to just
26 0.00063% of the total putative class.

27 15. Plaintiff retained damages expert James Toney who is qualified to render
28 expert opinions with respect to the damages attributable to Walmart’s conduct. Class

1 Counsel advanced all of the costs associated with Mr. Toney’s work on behalf of
2 Plaintiff and the putative class.

3 16. On January 15, 2020, Walmart disclosed that it had retained Dr.
4 Elizabeth Hart Newlon (“Dr. Newlon”) as its rebuttal expert. Dr. Newlon obtained her
5 Ph.D. from Carnegie Mellon University and prior to entering private practice, was an
6 Assistant Professor at the University of Kentucky where she taught graduate classes in
7 equilibrium theory and undergraduate classes in microeconomics.

8 17. On February 15, 2021, Class Counsel took the deposition of Dr. Newlon.

9 18. On January 31, 2020, Walmart filed three motions: (1) motion for partial
10 summary judgment; (2) motion for decertification; and (3) motion to strike the expert
11 report of James Toney. (ECF 109, 118, 119.) The Court subsequently denied
12 Defendant’s motions to decertify the class and for partial summary judgment.

13 19. On December 7, 2020, the Parties mediated the matter before Michelle
14 Yoshida of Philips ADR; a well-regarded mediator with extensive experience
15 mediating class actions. Unfortunately, the parties were not successful in resolving
16 the matter due to the varying differences for what the matter should be settled.

17 20. On April 12, 2021, and in compliance with this Court’s pre-trial
18 scheduling order, the parties filed their respective motions in *limine* (four for Plaintiff
19 and three for Walmart), preparing a detailed memorandum detailing Plaintiff’s
20 contentions of fact and law applicable to the case, gathering and indexing the parties’
21 joint exhibit and witness lists, drafting a proposed findings of fact and conclusions of
22 law, the joint proposed jury verdict forms along with disputes jury ones, among
23 others as specified in the Court’s Order.

24 21. On April 19, 2021, the following week, they filed their respective
25 oppositions to the motions in *limine* among others.

26 22. Counsel for the parties had spoken intermittently regarding settlement
27 after the unsuccessful mediation in December 2020. Several days before the FPTC
28 those discussions between counsel for the parties began again in earnest. Those

1 settlement discussions continued through the night prior to the FPTC and some
2 further discussions the morning of the FPTC.

3 23. Ultimately, the parties agreed to settle the case for \$35 million.

4 *Settlement Agreement*

5 24. A true and correct copy of the parties' Amended Settlement Agreement
6 ("Settlement") is attached hereto as **Exhibit 1**. It includes as **Exhibit A** (Postcard
7 Notice), **B** (Long Form Notice) and **C** (Proposed Final Approval Order).

8 a. Attached as **Exhibit 2** is a true and correct copy of the redline
9 version of the Settlement Agreement that was originally filed with the Court
10 showing all the changes made to it that culminated in the Amended Settlement
11 Agreement.

12 *Adequacy of Representation*

13 25. I am aware of no conflicts of interest between Plaintiff and Class Members,
14 or between myself and Class Members.

15 26. Plaintiff expended considerable effort in advancing the interests of the
16 Class, including but not limited to time speaking with her counsel, gathering documents,
17 assisting counsel in preparing for the mediation, and reviewing the Settlement, among
18 other things, and her assistance was instrumental in achieving a settlement amount that is
19 significant to the similarly situated individuals she sought to represent. Further, Plaintiff
20 took on the personal risk of facing intrusive discovery demanded by her former
21 employer, of making her future employment prospects uncertain, and exposed herself to
22 a possible cost award if the litigation were lost.

23 27. My firm and I, as principal of the Setareh Law Group, are well-experienced
24 class action attorneys. I, along with my senior attorney, William M. Pao, have
25 considerable experience in class action litigation. I, along with my associates, do not
26 have a conflict of interest with the class. Therefore, we are qualified to serve as class
27 counsel for the settlement class.

28 28. I received my undergraduate degree at UCLA in 1996 and my law degree

1 from Loyola Law School in 1999. Since being admitted to the State Bar of California in
2 1999, I have actively practiced civil litigation for the entirety of that time period.

- 3 a. I, and the attorneys at Setareh Law Group, have been involved as
4 lead class counsel, co-lead class counsel, and other levels of
5 involvement in over 250 wage-and-hour, consumer, and antitrust
6 class action cases.
- 7 b. I was lead counsel in *Troester v. Starbucks Corporation, et al.*,
8 before the California Supreme Court, Case No. S234969, in which
9 the Court issued a landmark decision that clarified and rejected the
10 application of the widely adopted federal *de minimis* doctrine to
11 California’s wage-and-hour laws.
- 12 c. For my work on that case, I received the California Lawyer of the
13 Year or “CLAY” award from the Daily Journal.
- 14 d. I represented the plaintiff in a Ninth Circuit victory involving the
15 standards for motions to remand under the Class Action Fairness
16 Act. *Harris v. KM Industrial, Inc.*, 980 F.3d 694 (9th Cir. 2020).
- 17 e. I am counsel of record in *Parsittie v. Schneider Logistics, Inc. et al.*,
18 No. 20-55470 (9th Cir. June 9, 2021) wherein we reversed the trial
19 Court’s Order granting Defendants motion to dismiss in a wage and
20 hour class action.
- 21 f. I am counsel of record in *Rodriguez v. U.S. Healthworks, Inc.*, 813
22 Fed.Appx. 315 (9th Cir. 2020) in which the Ninth Circuit reversed
23 the trial court’s order granting summary judgment in a wage and
24 hour class action.
- 25 g. I was also lead counsel in a landmark Ninth Circuit decision
26 interpreting the Fair Credit Reporting Act, *Gilberg v. California*
27 *Check Cashing Stores, LLC*, 913 F.3d 1169 (9th Cir. 2019),
28 reversing the District Court’s granting of Defendant’s Summary
Judgment.

1 h. Setareh Law Group has prevailed in its five most recent Ninth
2 Circuit appeals (see above).

3 i. My firm is responsible for more than 140 Westlaw-citable opinions.

4 29. As the above shows, I have substantial experience in wage-and-hour and
5 FCRA class action litigation, including in actions alleging claims similar to the claims
6 alleged in this case. I am knowledgeable about the applicable law, have diligently
7 worked to investigate and identify the potential claims in this action, and will continue to
8 commit the resources of my firm to further the interests of the Class.

9 30. According to the Settlement Agreement, Plaintiff may seek an award of
10 fees of **\$11,666,666.66** (which is one-third of the settlement amount) and out-of-pocket
11 costs incurred in this action in an amount not to exceed **\$250,000.00**. (Settlement, ¶ 5.2).
12 Plaintiff's counsel has already incurred costs totaling **\$158,765.80** including **\$84,573.37**
13 for the 2015 class notice; **\$18,419.00** in expert costs (including a damages expert and a
14 consulting expert); and **\$7,500.00** for mediation. All of these costs were reasonably
15 incurred in the prosecution of this matter over the past five years, benefitted the class,
16 and would have been charged to a paying client had this been a non-contingency case.
17 for items such as expert fees, mediation fees and filing fees. Attached as **Exhibit 3** is a
18 true and correct copy of Class Counsel's cost summary.

19 31. The work done in this case includes interviewing the client in order to
20 determine the claims in the case, drafting pleadings, engaging in informal discovery,
21 reviewing documents produced by Defendant, conducting legal research and analysis of
22 the applicable law as applied to the facts discovered regarding Plaintiffs' claims and the
23 defenses thereto, working up and drafting a mediation brief, working with an expert to
24 analyze the data produced by Defendant, preparing for mediation and preparing,
25 reviewing and drafting documents for settlement and drafting the motion for preliminary
26 approval.

27 32. As part of the investigation, Plaintiff's counsel also has conducted a study
28 and investigation of the law and facts relating to the claims that were asserted and that

1 could have been asserted, as well as a study and investigation of the scope and identity of
2 the settlement class, and has concluded, taking into account the benefits of this
3 settlement, and the risks and delays of further litigation, as well as having evaluated the
4 strengths and weakness of Plaintiff's claims and Defendant's defenses, that this
5 settlement is fair, reasonable, and adequate, and in the best interests of the Plaintiff and
6 all members of the classes affected by it.

7 33. The Parties have agreed to notify the Settlement Class about the
8 settlement by sending the notice by postcard directing them to the Settlement
9 Website. The Settlement Website will communicate all important information,
10 deadlines, and the Long Form Notice. This website shall have all relevant Motions,
11 Orders and pleadings available for download. Additionally, a toll-free telephone
12 number, email and physical mailing address will be made available will be made
13 available for Settlement Class Members to contact the Settlement Administrator or
14 Class Counsel directly. The Notice Plan is the best practicable notice under the
15 circumstances and meets all due process requirements.

16 34. Phoenix Settlement Administrators was selected after a competitive
17 bidding process led by Class Counsel. Class Counsel considered proposed from two
18 other potential administrators.

19 35. Class Counsel – each of whom have litigated hundreds of class actions
20 to settlement – previously have worked with Phoenix Settlement Administrators, the
21 two other bidders, as well as other professional administrators.

22 36. The estimated **\$535,475.00** cost for settlement administration for
23 approximately 265,000 potential class members is reasonable; which has already
24 been paid by Defendant to the Settlement Administrator.

25 ***Informed, Arm's Length Negotiations***

26 37. The parties reached a non-collusive settlement after sufficient informal
27 discovery enabled Plaintiff to form educated assessments about the strength of Plaintiff's
28 claims, the validity of Defendant's defenses, and the potential value of the case. In

1 addition, the attorney fees provision of the Settlement is consistent with the Ninth
2 Circuit's standard for reasonableness.

3 38. Plaintiff and the Class ran the risk that no recovery would be obtained in
4 the action if the matter proceeded to trial. At the time the proposed Settlement was
5 reached, both parties had pending fully briefed motions *in limine* that could be
6 dispositive as to the other party. Moreover, both parties had already taken and
7 defended multiple depositions of the other party and their respective experts, with
8 Plaintiff having survived summary judgment and decertification motions brought by
9 Walmart, and with an impending trial and post-trial appeals before the case saw a
10 positive conclusion, all of which were taken into account by both parties when
11 agreeing to the Settlement.

12 39. Against these risks, Plaintiff's counsel considered the benefits to the
13 Class of securing a \$35 million cash settlement immediately. Plaintiff's counsel
14 considered that, according to the estimates of damages expert retained by Plaintiff's
15 counsel, \$554,676,800 was calculated for the wage statement penalties and an
16 additional \$651,243,650 for PAGA penalties.

17 40. First, Class Counsel applied a 60% discount due to the probability of
18 prevailing at trial due to the fact that (1) Walmart raised the issue that 15,646
19 associates (representing approximately 8% of the entire class) switched from an
20 electronic wage statement to paper wage statements; (2) this Court's class
21 certification order, order denying Walmart's motion for summary judgment, order
22 denying Walmart's motion for decertification were all based on Walmart not having a
23 written policy permitting associates to elect paper wage statements once they elected
24 electronic wage statements. Accordingly, it is entirely plausible that a jury could
25 infer that there was some mechanism by which Walmart associates could switch from
26 electronic to paper wage statements.

27 41. Second, Class Counsel applied a 60% discount due to the probability of
28 prevailing on appeal due to the fact that (1) the claims were based on an issue of first

1 impression (i.e. whether Walmart complied with Labor Code section 226 by
2 providing electronic wage statements without an opportunity to elect paper wage
3 statements); (2) this Court's order granting class certification, denying Walmart's
4 motion for summary judgment, denying Walmart's motion for decertification, and the
5 parties' fully briefed motions *in limine* would all be subject scrutiny on review; (3)
6 Walmart has a track record of being able to obtain reversal of unfavorable rulings.
7 *Magadia v. Wal-Mart Associates, Inc.*, 999 F.3d 668 (9th Cir. 2021) (obtaining
8 reversal of a district court's entry of \$102 million judgment); *Mays v. Wal-Mart*
9 *Stores, Inc.*, 804 Fed.Appx. 641 (9th Cir. 2020) (reversing district court's order
10 certification of the Wage Statement Class); and (4) the Supreme Court's recent
11 decision in *TransUnion LLC v. Ramirez*, 141 S. Ct. 2190 (2021) may result in a finding
12 that the putative class lacks standing to recover damages.

13 42. Accordingly, after applying the discounts above to the total potential
14 recovery to just the wage statement claim of \$400,445,900, the \$35 million settlement
15 constitutes approximately 25% (\$554,676,800 - \$277,338,400 (50%) - \$138,669,200
16 (50%) = \$138,669,200) of the realistic maximum recoverable damages in this case.

17 43. In light of the uncertainties of protracted litigation, the settlement amount
18 reflects a fair and reasonable recovery for the settlement Class Members. The settlement
19 amount is, of course, a compromise figure. By necessity it took into account risks
20 related to liability, damages, and all the defenses asserted by the Defendant.

21 44. If the Court awards all of the requested amounts, the average *gross*
22 Settlement Share is estimated to be **\$161.15** before taxes; while the average *net*
23 Settlement Share is estimated to be **\$102.00** after taxes.

24 45. Although the estimated maximum PAGA penalties in this case are
25 \$641,243,650, PAGA penalties are admittedly discretionary, and the Court could choose
26 to award a very low amount in PAGA penalties or no amount at all. (*See* Lab. Code §
27 2699(e)(2).) Walmart would argue that it is unfairly duplicative to award both Labor
28 Code § 226 penalties and PAGA penalties.

1 46. There are no other agreements other than the Settlement Agreement made
2 in connection with the proposed settlement in this action.

3 47. Class Counsel’s lodestar to date is \$3,352,394, reflecting 4,149.28 hours of
4 professional time¹ that have been devoted to this case thus far. The lodestar figures are
5 based on hourly rates ranging from \$95 for paralegals up to \$1,200 for senior partners,
6 which have been accepted by other courts as fair and reasonable. The blended rate is
7 \$807.9 per hour.

8 48. The lodestar is summarized as follows:

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Table 3				
Attorney/Staff	Bar Year	Hourly Rate	Hours Billed	Total Billed
Setareh Law Group				
Shaun Setareh	1999	\$1,150.00	1032.38	\$1,187,237.00
H. Scott Leviant	1999	\$925.00	25.5	\$23,587.50
William M Pao	2002	\$925.00	1427.15	\$1,320,113.75
Thomas Segal	2002	\$900.00	19.05	\$17,145.00
Jose Patino	2010	\$725.00	162.6	\$117,885.00
Candice Pillion	2011	\$700.00	60.2	\$42,140.00
Farrah Grant	2013	\$650.00	14.05	\$9,132.50
Stacey Shim	2015	\$550.00	7.25	\$3,987.50
Ashley Batiste	2017	\$475.00	26.55	\$12,611.25
Robert Lopez	2017	\$475.00	40.5	\$19,237.50
Alex McIntosh	2018	\$425.00	231.4	\$98,345.00
Lilit Ter-Astvatsatryan	2018	\$425.00	97.7	\$41,522.50
Nolan Dilts	2019	\$400.00	408.8	\$163,520.00
Rochelle Rotea	2019	\$400.00	17.15	\$6,860.00
Christopher Orlando	2020	\$375.00	2.9	\$1,087.50
Tyson Gibb	2021	\$325.00	34.5	\$11,212.50
Maxim Gorbunov	2021	\$325.00	55.5	\$18,037.50
Kelsey Mejia	staff	\$120.00	4.65	\$558.00
Lauren Farrington	staff	\$120.00	14.15	\$1,698.00
Wendy Sarabia	staff	\$120.00	19	\$2,280.00

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¹ Setareh Decl., ¶ 49. Detailed summaries of the work performed and time spent from inception through the present are set forth in the declaration of Class Counsel, filed herewith.

1	Jackie Hernandez	staff	\$95.00	4.45	\$422.75
2	Tim Longfield	staff	\$95.00	241.2	\$22,914.00
3	Kelsey Revich	staff	\$95.00	2.2	\$209.00
4	Rodney J Leggett	staff	\$95.00	8.95	\$850.25
	Marlin & Saltzman LLP				
5	Stan Saltzman	1979	\$1,200.00	191.5	\$229,800.00
6	Total			4149.28	\$3,352,394.00
7	Fees Sought				\$11,666,666.67
8	Multiplier				3.48

49. A chart summarizing the work done by each of the above attorneys and staff members is attached hereto as **Exhibit 4**. A chart summarizing the work done by task is attached hereto as **Exhibit 5**.

50. Between now and the close of settlement administration, Class Counsel anticipate devoting additional hours to such tasks as communicating with class members, coordinating with the Settlement Administrator and defense counsel, drafting the final approval motion, presenting argument at the final approval hearing, and overseeing post-approval distribution.

I declare under the penalty of perjury of the laws of the United States of America that the foregoing is true and correct to the best of my knowledge.

Executed on October 28, 2022 at Beverly Hills, California.

/s/ Shaun Setareh
Shaun Setareh

EXHIBIT 1

SETTLEMENT AGREEMENT

1. PREAMBLE

1.1 IT IS HEREBY STIPULATED AND AGREED by and between Defendant Walmart Inc. f/k/a Wal-Mart Stores, Inc. (“Defendant” or “Walmart”), on the one hand, and Plaintiff James S. Evans (“Plaintiff” or “Evans”), on behalf of himself and the “Settlement Class” (as defined herein), subject to the approval of the Court, that the settlement of the lawsuit entitled *James S. Evans v. Wal-Mart Stores, Inc.*, Case No. 2:17-cv-07641-AB-KK (the “Lawsuit”) shall be effectuated and subject to the following terms and conditions:

2. DEFINITIONS

2.1 “Agreement” or “Settlement Agreement” means this Settlement Agreement between the Parties.

2.2 “Amended Complaint” means the operative First Amended Complaint, which was filed on November 20, 2017, ECF 12.

2.3 “Applicable Pay Periods” means, as reflected in Walmart’s records any pay periods each Settlement Class Member worked for Walmart at a Walmart Retail Location in California during the Settlement Class Period. Any pay period during which the Settlement Class Member worked at a Walmart Retail Location in California any amount of time in a non-exempt position (e.g., when not on a leave of absence) will be counted as an Applicable Pay Period.

2.4 “Attorneys’ Fees and Litigation Expenses” means the Attorneys’ Fees and Litigation Expenses to be requested by Settlement Class Counsel, subject to Court approval in accordance with Section 5.2.1 of this Agreement.

2.5 “CAFA Notice” means the notice to be made in accordance with the Class Action Fairness Act, 28 U.S.C. § 1715

2.6 “Class Settlement Amount” means the amount of money that Walmart is obligated to pay pursuant to this Settlement, which shall consist of a total payment of Thirty-Five Million Dollars (\$35,000,000), as described more fully in Section 5.1 of this Agreement.

2.7 “Complaint” means the original Complaint, which was filed in the Superior Court for Los Angeles County, California on September 13, 2017 and which was subsequently removed by Walmart to this Court, ECF 1-1.

2.8 “Court” means the District Court and any appellate court that may review any orders entered by the District Court related to this Settlement.

2.9 “Defendant” means Wal-Mart Stores, Inc., k/n/a Walmart Inc.

2.10 “District Court” means the United States District Court for the Central District of California.

2.11 “Execution” means the signing of this Agreement by all signatories hereto.

2.12 “Final Judgment and Final Approval Order” refers to the Final Judgment and Final Approval Order approving the Settlement and dismissing the Lawsuit with prejudice as against Defendant, substantially in the form attached hereto as **Exhibit C**, which this Settlement contemplates will be entered and approved by the Court

2.13 “Individual Settlement Amount” means the final gross amount to be sent and paid to each Individual Class Member in accordance with this Agreement.

2.14 “Lawsuit” means the instant action, Case No. 2:17-cv-07641-AB-KK.

2.15 “Long Form Notice” means the notice substantially in the form of **Exhibit B** which shall be posted on the Settlement Administrator website.

2.16 “LWDA” means the California Labor Workforce and Development Agency.

2.17 “Net Settlement Amount” means that portion of the Class Settlement Amount remaining after the subtraction of: (a) Attorneys’ Fees and Litigation Expenses approved and awarded by the Court; (b) the Settlement Class Representative Payment approved and awarded by the Court; (c) Notice and Administration Costs approved by the Court; (d) the PAGA Payment Amount approved by the Court; and (e) any other fees or expenses incurred in connection with this Settlement as approved by the Court (including, without limitation, taxes on interest, if any, earned by the QSF, but excluding the costs for Walmart to send CAFA Notice).

2.18 “Notice” means the Court-approved Notice of Proposed Settlement of Class Action Lawsuit, substantially in the forms attached here to as **Exhibit A** (Postcard Notice) and **Exhibit B** (Long Form Notice), consistent with the notice process as described in Section 6 of this Agreement.

2.19 “Notice and Administration Costs” means the costs approved by the Court for the Settlement Administrator to send Notice, administer the Settlement, and to perform all other reasonable duties contemplated by this Agreement and as approved or directed by the Court.

2.20 “Notice Date” means the date on which the Notice is first mailed to Settlement Class Members.

2.21 “Notice Period” means the period of time in which a Settlement Class Member may submit a Request to Opt Out or object to the Settlement.

2.22 “PAGA Payment Amount” means the amount, subject to Court approval, to be paid from the Class Settlement Amount to the LWDA for its share of PAGA penalties in accordance with this Agreement.

2.23 “Parties” means the Settlement Class Representative and Walmart.

2.24 “Plaintiff” means James S. Evans.

2.25 “Preliminary Approval Order” means the District Court’s order granting preliminary approval of this Settlement.

2.26 “Postcard Notice” means the postcard substantially in the form of **Exhibit A** that shall be mailed to Settlement Class Members.

2.27 “QSF” means the Qualified Settlement Fund to be established by the Settlement Administrator in accordance with this Agreement.

2.28 “Released Claims” means the claims, rights, demands, charges, complaints, causes of action, obligations, damages, penalties, debts, costs and expenses (other than those costs and expenses required to be paid pursuant to this Settlement Agreement), liens, or liabilities of any and every kind that are released, acquitted, and forever discharged pursuant to Section 12 of this Agreement.

2.29 “Releasees” means Defendant Wal-Mart Stores, Inc., k/n/a Walmart Inc., and each of its current and former subsidiaries, parent corporations, affiliates, predecessors, insurers, agents, employees, successors, assigns, officers, officials, directors, employers, attorneys, personal representatives, executors, and shareholders, including their respective pension, profit sharing, savings, health, and other employee benefit plans of any nature, the successors of such plans, and those plans’ respective current or former trustees and administrators, agents, employees,

and fiduciaries, as well as the personal representatives or executors of any such persons.

2.30 “Releasing Settlement Class Members” means the Settlement Class Representative and all Settlement Class Members, other than those who submit timely and valid Requests to Opt Out.

2.31 “Request to Opt Out” means the request to opt out of this Settlement that may be sent by any Settlement Class Member who does not wish to remain in the Settlement Class, in accordance with Section 8 of this Agreement.

2.32 “Settlement” means the compromise and settlement of the Lawsuit as contemplated by this Settlement Agreement.

2.33 “Settlement Administrator” means Phoenix Settlement Administrators, the entity that, subject to Court approval, shall perform the duties of, among other things: (i) establishing a QSF; (ii) preparing, printing and disseminating the Notice to the Settlement Class Members in accordance with the Notice Plan; (iii) tracking returned Notices and Requests to Opt Out; (iv) ascertaining current address and addressee information for each Notice returned as undeliverable, and re-mailing the Notice where appropriate; (v) determining and finalizing the calculations the Net Settlement Amount and the Individual Settlement Amounts; (vi) notifying Walmart’s Counsel and Settlement Class Counsel regarding submitted Requests to Opt Out and/or Objections; (vii) mailing the settlement checks to Settlement Class Members; (viii) referring to Settlement Class Counsel and, where appropriate, also to Walmart’s Counsel, all inquiries by Settlement Class Members that the Settlement Administrator cannot resolve and/or that involve matters not within the Settlement Administrator’s duties specified herein; (ix) responding to inquiries of Settlement Class Counsel or Walmart’s Counsel; (x) promptly apprising Walmart’s Counsel and Settlement Class Counsel of the activities of the Settlement Administrator; (xi) establishing a web site to provide Settlement Class Members with information about this Agreement; and (xii) other notice and administration duties in accordance with this Agreement and the District Court’s orders.

2.34 “Settlement Class” means the settlement class to be certified for settlement purposes in accordance with Section 4 of this Agreement. The Settlement Class consists of all Walmart associates who worked in a non-exempt position at a Walmart Retail Location in California during the Settlement Class Period. Excluded from the class are the Judge assigned to the case and any of his or her relatives.

2.35 “Settlement Class Counsel” means the following counsel:

Shaun Setareh, Esq. William M. Pao, Esq. SETAREH LAW GROUP 9665 Wilshire Boulevard, Suite 430 Beverly Hills, California 90212 (310) 888-7771	Stanley D. Saltzman, Esq. MARLIN & SALTZMAN, LLP 29800 Agoura Road, Suite 210 Agoura Hills, California 91301 (818) 991-8080
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2.36 “Settlement Class List” means the listing of Settlement Class Members and Applicable Pay Period information to be provided by Walmart in accordance with Section 7.1 of this Agreement.

2.37 “Settlement Class Period” means the period of time from September 13, 2016 through the date of preliminary approval, or some other end date to be agreed to by the Parties.

2.38 “Settlement Class Representative” means James S. Evans, the named Plaintiff in the Lawsuit and the person Settlement Class Counsel shall request be appointed by the District Court as the Settlement Class Representative for purposes of the Settlement Class. James S. Evans is also a member of the Settlement Class.

2.39 “Settlement Class Representative Payment” means the enhancement award to be requested by Settlement Class Counsel for payment to the Settlement Class Representative, subject to Court approval in accordance with the terms of this Agreement.

2.40 “Settlement Effective Date” means the first day following the later of the occurrences identified in Section 2.40.1 and 2.40.2:

2.40.1 The date on which the time to appeal or seek permission to appeal or seek other judicial review of the entry of the Final Judgment and Final Approval Order approving the Settlement and dismissing this Lawsuit with prejudice as to Defendant has expired with no appeal or without other judicial review having been taken or sought; or

2.40.2 If an appeal or other judicial review has been taken or sought from the entry of the Final Judgment and Order of Dismissal, the latest of:

(i) the date the Final Judgment and Final Approval Order is finally affirmed by an appellate court with no possibility of

subsequent appeal or other judicial review therefrom;

(ii) the date the appeal(s) or other judicial review therefrom are finally dismissed with no possibility of subsequent appeal or other judicial review; or

(iii) if remanded to the District Court or to a lower appellate court following an appeal or other review, the date, after the Final Judgment and Final Approval Order has been entered by the District Court after remand, upon which the time to appeal or seek permission to appeal or seek other judicial review of the entry of that Final Judgment and Final Approval Order has expired with no further appeal or other judicial review having been taken or sought. If further appeal is sought after a remand, the time periods in this Sub-Section shall apply.

2.34.3 The provisions and deadlines set forth in this Section shall apply even if there are no objections to the Settlement.

2.41 “Walmart” means Defendant Wal-Mart Stores, Inc. k/n/a Walmart Inc

2.42 “Walmart’s Counsel” means Naomi Beer, Robert J. Herrington and Timothy J. Long of Greenberg Traurig, LLP.

2.43 “Walmart Retail Location” means a Walmart Store, Supercenter or Neighborhood Market.

3. RECITALS

3.1 On September 13, 2017, Plaintiff James S. Evans filed a wage and hour putative class action entitled *James S. Evans v. Wal-Mart Stores, Inc.* in the Superior Court of the State of California, County of Los Angeles, Case No. BC675587, in which Plaintiff alleged five violations of the California Labor Code, including, among other provisions, alleged violations of California Labor Code Section 226, and the Unfair Competition Law. On October 18, 2017, Walmart removed the action to the District Court. Plaintiff filed the operative First Amended Complaint on November 20, 2017, which alleged six violations of the California Labor Code, including, among other provisions, California Labor Code Section 226, violation of the Unfair Competition Law, and a PAGA representative claim. (Dkt. 12.) With respect to the claim that Walmart violated Section 226 of the California Labor Code, Plaintiff plead numerous alleged violations, including, among other theories, the

alleged failure to provide the opportunity to receive a paper wage statement. Plaintiff contends that the alleged failure to provide the opportunity to provide a paper wage statement is “tantamount to not providing any wage statement at all” and, as such, subsumes every conceivable theory of how Section 226 of the California Labor Code could have been violated. (Dkt. 194, Plaintiff’s Memorandum of Contentions of Facts and Law at 5:8-10.)

3.2 Walmart denied and continues to deny all of Plaintiff’s material allegations including, but not limited to, those made in the Complaint and the First Amended Complaint.

3.3 This Lawsuit has been heavily litigated for nearly four years, including exchange of written, document and deposition discovery and expert information, briefing and argument on motions for class certification, decertification and summary judgment and other pre-trial and trial preparation.

3.4 On December 7, 2020, the Parties participated in a private mediation with mediator Michelle Yoshida, Esq. of Phillips ADR and were unable to reach an agreement. The Parties continued to litigate the Lawsuit for four more months, including to prepare for an April 30, 2021 Final Pretrial Conference and a June 15, 2021 trial date. The Parties resumed negotiations a few days prior to the Final Pretrial Conference, and as a result of those negotiations, the Parties reached an agreement to resolve the Lawsuit as set forth in this Agreement.

3.5 The Settlement Class Representative and Settlement Class Counsel believe that the claims of the Settlement Class Members are meritorious. Settlement Class Counsel represent that they have conducted a thorough investigation into the facts of this case and have diligently pursued an investigation of the Plaintiff and the Settlement Class Members’ claims against Walmart, including, but not limited to: (i) reviewing and analyzing relevant documents, including policy documents and data produced by Walmart; (ii) researching the applicable substantive and procedural law and Walmart’s potential defenses; (iii) conducting and defending depositions, including 30(b)(6) and expert depositions; (iv) interviewing, hiring and consulting with an expert; (v) interviewing several Walmart associates; (vi) advocating for the rights of the 200,000+ Settlement Class Members; (vii) briefing motion for class certification; (viii) obtaining approval for a notice plan and agreeing to retain and pay for the services of Phoenix Class Action Administration Solutions to implement the Court approved notice program following the District Court’s grant of class certification; (ix) defending against Walmart’s motions for partial summary judgment and to decertify the class; (x) attending a full-day mediation with an experienced and respected mediator and conducting additional follow up settlement

discussions after the mediation; and (xi) preparing for the Final Pretrial Conference and trial. Based on their own independent investigation and evaluation, Settlement Class Counsel are of the opinion that the Settlement is fair, reasonable, and adequate and that the Settlement is in the best interests of the Settlement Class Members in light of all known facts and circumstances, including the risk of significant delay, the defenses asserted by Walmart, trial risk, and appellate risk.

3.6 Walmart denies liability or wrongdoing of any kind associated with the claims alleged and maintains that the claims are not appropriate for class-wide treatment under Rule 23 and that the Lawsuit is unmanageable as a class action or as a PAGA representative action. Walmart further asserts that it has complied with all applicable provisions of federal or state statutory and common law. Walmart also asserts that, even if the Court were to find it liable in this Lawsuit, Plaintiff will be unable to prove entitlement to damages or PAGA penalties. Walmart continues to adhere to all defenses and objections it raised throughout this Lawsuit.

3.7 The entry of the Final Judgment and Order of Dismissal in this Case shall dismiss the Lawsuit with prejudice. The Parties agree to cooperate and take all steps necessary and appropriate to obtain approval of this Settlement, to effectuate its terms, and, to the extent of the obligations set forth herein, to dismiss this Lawsuit against with prejudice.

3.8 Each of these Recitals is incorporated into this Agreement as if fully set forth herein.

4. CERTIFICATION OF SETTLEMENT CLASS

4.1 In order to implement the Settlement, Settlement Class Counsel shall request that the District Court certify the Settlement Class described in Section 2.33 of this Agreement pursuant to Federal Rule of Civil Procedure 23. The proposed Court order shall expressly provide that the Parties and Settlement Class Counsel agree that the certification of the Settlement Class is for settlement purposes in this Lawsuit only and for no other purpose.

4.2 Parties agree that if for any reason the District Court does not grant final approval of the Settlement, or if final approval is not granted following the appeal of any order by the District Court, or if for any reason the Settlement Effective Date does not occur, the certification of the Settlement Class for settlement purposes shall be deemed null, void, and unenforceable, and the provisions of Section 17 shall apply.

5. MONETARY TERMS OF SETTLEMENT

5.1 Subject to the other terms and conditions of this Agreement and subject to Court approval, Walmart agrees to pay the Class Settlement Amount of \$35,000,000. Other than with respect to CAFA notice as provided in Section 7 of this Agreement, this Class Settlement Amount is the maximum amount payable by Walmart under this Settlement and is inclusive of (i) Attorneys' Fees and Litigation Expenses awarded by the Court; (ii) Settlement Class Representative Payment approved by the Court; (iii) Notice and Administration Costs approved by the Court; (iv) the PAGA Payment Amount approved by the Court; (v) all payments to Settlement Class Members; and (vi) any other fees or expenses incurred in executing the terms of this Agreement as approved by the Court. Under no circumstances shall the amount to be paid by Walmart exceed the Class Settlement Amount.

5.2 The Class Settlement Amount shall be allocated as follows:

5.2.1 Attorneys' Fees and Litigation Expenses: Settlement Class Counsel will be entitled to request that, subject to Court approval, Settlement Class Counsel be awarded reasonable Attorneys' Fees and Litigation Expenses to be paid from the Class Settlement Amount. Walmart takes no position on the amounts to be sought by Settlement Class Counsel for an award of Attorneys' Fees and Litigation Expenses, but does not object to a reasonable award for Attorneys' Fees and Litigation Expenses by the Court consistent with this Agreement. This Settlement is not contingent on the award of Attorneys' Fees and Litigation Expenses, and in the event that the Court does not approve the Attorneys' Fees and Litigation Expenses in the amount requested by Settlement Class Counsel, or in the event that the Court awards Attorneys' Fees and Litigation Expenses in an amount that is less than the amount requested by Settlement Class Counsel, any amounts not approved shall become part of the Net Settlement Amount for distribution to Settlement Class Members. Nothing in this Section or Agreement limits the rights of Settlement Class Counsel to appeal any decision by the Court regarding Attorneys' Fees and Litigation Expenses.

5.2.2 Settlement Class Representative Payment: Settlement Class Counsel will be entitled to request that, subject to Court approval, the Settlement Class Representative, James Evans, be paid a

Settlement Class Representative Payment to compensate him for his services as a class representative to be paid from the Class Settlement Amount. The Settlement Class Representative Payment shall be in addition to any amount the Settlement Class Representative is entitled to receive under the Settlement. Walmart takes no position on the amount sought by Settlement Class Counsel as a Settlement Class Representative Award. This Settlement is not contingent on the approval of the Settlement Class Representative Payment, and in the event that the Court does not approve the requested Settlement Class Representative Payment, or in the event that the Court awards a Settlement Class Representative Payment in an amount that is less than the amount requested by Settlement Class Counsel, any amount not approved shall become part of the Net Settlement Amount for distribution to Settlement Class Members.

5.2.3 Notice and Administration Costs: All Notice and Administration Costs payable to the Settlement Administrator for providing notice and conducting other settlement administration duties as set forth in this Agreement shall be paid from the Class Settlement Amount. The Settlement Administrator shall provide an estimate for the Notice and Administration costs, which shall be submitted for Court approval as part of the Motion for Preliminary Approval. The Parties agree that the actual Notice and Administration Cost shall not exceed that Court-approved figure unless the Court approves a request for additional Notice and Administration Costs. In the event that the actual Notice and Administration Costs are less than this estimate, any remaining Notice and Administration Costs shall be redistributed to Settlement Class Members, or if doing so is not feasible, Settlement Class Counsel and Walmart Counsel shall meet and confer as to options for the balance and shall submit a proposal for approval by the Court (though none of these remaining funds shall revert to Walmart).

5.2.4 PAGA Payment Amount: Subject to Court approval, the PAGA Payment Amount shall be \$375,000.00 which represents seventy-five percent (75%) of the total amount allocated of \$500,000.00, payable to the LWDA for its share of PAGA penalties.

5.2.5 Net Settlement Amount: The Net Settlement Amount shall be the amount remaining from the Class Settlement Amount after subtracting (i) the Attorneys' Fees and Litigation Expenses awarded by the Court; (ii) the Settlement Class Representative Payment awarded to the Settlement Class Representative by the Court; (iii) all Notice and Administration Costs approved by the Court; (iv) the PAGA Payment Amount approved by the Court; and (v) and any other fees or expenses incurred in connection with this settlement as approved by the Court (including, without limitation, taxes on interest, if any, earned by the QSF but excluding the costs of sending CAFA notice to be borne by Walmart as set forth in Section 7 of this Agreement). The Net Settlement Amount will be distributed as Individual Settlement Amounts to those Settlement Class Members who do not submit a timely Request to Opt Out. The Individual Settlement Amount for each such Settlement Class Member will be determined based on his or her proportional share of the Net Settlement Amount based on the total number of Applicable Pay Periods worked by each Settlement Class Member during the Settlement Class Period, provided, however, that Settlement Class Members who, according to Walmart's records, who were furnished all of their wage statements as a detachable part of a paper check shall be allocated a proportionally lower amount than Settlement Class Members who were not furnished all of their wage statements as a detachable part of a paper check. With respect to determining the number of pay periods allocated to each Settlement Class Member, Walmart's records of Applicable Pay Periods shall control.

5.3 Each recipient of any monies paid in accordance with this Agreement is responsible for any taxes associated with the monies received by that recipient. The Settlement Class Representative, on behalf of himself and the Settlement Class Members, acknowledges and agrees that he has not relied upon any advice from Walmart or Settlement Class Counsel as to the taxability of the payments received pursuant to this Settlement Agreement. The QSF shall be responsible for issuing appropriate tax forms, if any, to Settlement Class Members.

6. NOTICE TO THE SETTLEMENT CLASS MEMBERS

6.1 The Settlement Administrator shall provide notice of the Settlement to Settlement Class Members as follows:

6.1.1 Within thirty (30) calendar days of the date on which the District Court enters an order granting preliminary approval of the Settlement, or on another date set by the Court, Walmart shall provide the Settlement Administrator with the Settlement Class List in the form of an Excel chart listing the names, last known addresses and telephone numbers of the Settlement Class Members, as that information exists in Walmart's records. On request of the Settlement Administrator, Walmart will separately provide Social Security Numbers to the Settlement Administrator only to the extent needed for purposes of notice and administration, such as to locate updated addresses for Notices that are returned as undeliverable and to process settlement payments to Settlement Class Members.

6.1.2 Within twenty (20) calendar days of the date on which the Settlement Administrator receives the Settlement Class List from Walmart, or on another date set by the Court (the "Notice Date"), using the data provided by Walmart in the Settlement Class List, the Settlement Administrator will send the Postcard Notice to each Settlement Class Member. Prior to mailing the Postcard Notice, the Settlement Administrator shall attempt to confirm the accuracy of the addresses through the United States Post Office's National Change of Address database and shall mail the Postcard Notice to any updated address obtained therefrom.

6.1.3 The Notice Period for all Settlement Class Members shall be forty-five (45) days from the Notice Date.

6.1.4 If any Postcard Notice is returned as undeliverable, the Settlement Administrator shall promptly attempt to locate such Settlement Class Member through an electronic search using the Social Security number and/or former address of that person and shall promptly mail an additional Postcard Notice to each such person.

6.1.5 Notice shall be sent by way of a postcard that will contain an URL to a web site to be established and maintained by the Settlement Administrator that will provide information regarding the Settlement including copies of a Long Form Notice and other information about the Settlement. The Postcard Notice shall include basic information including a summary of the settlement,

a description of who is a class member, identifying Class Counsel, and instructions on how to proceed substantially in the form attached as **Exhibit A**. The Long Form Notice shall contain additional details regarding the Settlement and shall be substantially in the form attached as **Exhibit B**.

7. CLASS ACTION FAIRNESS ACT NOTICE

7.1 Walmart shall provide CAFA Notice regarding this Settlement to the appropriate governmental authorities in accordance with the Class Action Fairness Act (“CAFA”). Walmart shall pay for the cost of providing the CAFA Notice separate from and in addition to the Class Settlement Amount.

8. OPT-OUT PROCESS

8.1 A Settlement Class Member who wishes to exclude herself or himself from this Settlement and from the release of claims pursuant to this Settlement shall submit a timely and valid Request to Opt Out. To be timely, the Parties will propose to the District Court that the Request to Opt Out must be filed with the Settlement Administrator within forty-five (45) days after the Notice Date. To be valid, the Request to Opt Out shall (1) contain the words “I wish to be excluded from the Settlement Class in James Evans v. Walmart” or similar language; (2) contain the Settlement Class Member’s name and other information to confirm employment at Walmart and other requirements for membership in the Settlement Class and (3) be signed and dated.

8.2 A Settlement Class Member who submits a timely Request to Opt Out is not eligible to recover a share of the Net Settlement Amount. The Settlement Administrator shall maintain a list of persons who have sent Requests to Opt Out and shall provide such list to Walmart’s Counsel and Settlement Class Counsel upon request. The Settlement Administrator shall retain the originals of all Requests to Opt Out (including the envelopes with the postmarks) received from Settlement Class Members and shall provide copies of all Requests to Opt Out to Walmart’s Counsel and Settlement Class Counsel within three (3) business days of receipt. Walmart retains the right to assert any and all defenses to the claims of persons who opt out from this Settlement. If required by the Court, Settlement Class Counsel shall file the Requests to Opt Out with the Court in advance of or in conjunction with the motion for final approval of the Settlement (or at another date set by the District Court), with any sensitive personal information redacted.

9. OBJECTION PROCESS

9.1 A Settlement Class Member who wishes to object to the Settlement must timely submit to the Settlement Administrator or the Court a valid objection, in writing, on or before forty-five (45) days after the Notice Date. To be considered timely, the objection must be postmarked or otherwise received by the Settlement Administrator or the Court on or before the deadline. To be considered valid, the Parties will propose to the District Court that an objection must (1) be from a Settlement Class Member, (2) be in writing and contain the words “I object to the Settlement in James Evans v. Walmart,” or similar language (3) include the objector’s name, address, and other information necessary to confirm employment at Walmart and other requirements for membership in the Settlement Class, and (4) be signed and dated. The Parties will propose to the District Court that the objection must state the basis for the objection, including why the objector believes the Settlement is not in the best interests of the Settlement Class Members, along with any and all documents that support the objection. The objection must also state whether or not the objector intends to appear at the final approval hearing. Additional instructions regarding how to object to the Settlement shall be contained in the Notice. A Settlement Class Member who submits a Request to Opt Out is not eligible to object to the Settlement.

9.2 The Settlement Administrator shall maintain a list of persons who have filed objections and shall provide such list to Walmart’s Counsel and/or Settlement Class Counsel upon request. To the extent that Objections are sent to the Settlement Administrator, the Settlement Administrator shall retain the originals of all objections (including the envelopes with the postmarks) received from Settlement Class Members, and shall provide copies of all objections to Walmart’s Counsel and Settlement Class Counsel within three (3) business days of receipt. Settlement Class Counsel shall file the Objections with the Court in advance of or in conjunction with the motion for final approval of the Settlement (or at another date set by the District Court), with any sensitive personal information redacted.

9.3 Subject to the approval of the Court, Settlement Class Members who do not file and serve timely and valid written objections in accordance with the procedures set forth in this Agreement and the Notice shall be deemed to have waived any objections to the Settlement and shall forever be foreclosed from making any objection (whether by appeal or otherwise) to any aspect of the Settlement, including, without limitation, the fairness, reasonableness, or adequacy of the proposed Settlement or the Court’s award of Attorneys’ Fees and Litigation Expenses and a Settlement Class Representative Payment.

10.FUNDING AND DISTRIBUTION PROCESS

10.1 The Class Settlement Amount shall be funded through a QSF in accordance with this Agreement. The timing of the payments by Walmart to the QSF are as follows:

10.1.1 Within twenty (20) business days following the District Court's grant of preliminary approval, or within twenty (20) business days following receipt by Walmart of the information needed to transfer funds to the QSF (including wire transfer instructions and W9 for the QSF), whichever is later, Walmart shall transfer the Notice and Administration Costs to the QSF. In the event that the Settlement Effective Date does not occur, any amounts not actually used by the Settlement Administrator for Notice and Administration Costs shall be refunded to Walmart.

10.1.2 Within twenty (20) business days following the Settlement Effective Date, Walmart shall transfer the balance of the Class Settlement Amount to the QSF.

10.2 The Settlement Administrator will distribute the money in the QSF by making the following payments:

10.2.1 Paying the amount awarded by the Court for Attorneys' Fees and Litigation Expenses within three (3) business days after the receipt of the funds transferred to the QSF by Walmart pursuant to Section 10.1.2.

10.2.2 Paying the amount awarded by the Court for the Settlement Class Representative Payment to the Settlement Class Representative within three (3) business days after the receipt of the funds transferred to the QSF by Walmart pursuant to Section 10.1.2.

10.2.3 Paying the amount awarded by the Court for the PAGA Penalty Payment to the LWDA within three (3) business days after the receipt of funds transferred to the QSF by Walmart pursuant to Section 10.1.2.

10.2.4 Paying the Individual Settlement Amounts from the from the Net Settlement Amount to Settlement Class Members within thirty (30) days of the funds transferred to the QSF by Walmart pursuant to Section 10.1.2.

10.3 Settlement Class Members will have ninety days (90) days from the date the settlement checks are mailed to cash their settlement checks. Thirty (30) days prior to the close of the one-hundred and eighty (90) day period, the Settlement Administrator will send a reminder postcard to those Settlement Class Members who have not cashed their settlement checks.

10.4 At the expiration of the period for redeeming final payments as set forth in Section 10.3, the Settlement Administrator shall advise Walmart's Counsel and Settlement Class Counsel what amount, if any, remains in the QSF. Unless otherwise provided by law, any uncashed settlement checks shall be delivered to the California State Controller's Office pursuant to the California Unclaimed Property Law in the name of the Settlement Class Member.

11. QUALIFIED SETTLEMENT FUND

11.1 As required under this Agreement, Walmart shall transfer the Class Settlement Amount to a fund, account or trust constituting a Qualified Settlement Fund ("QSF"), to be held as a separate trust as described in Treasury Regulation § 1.468B-1, 26 C.F.R. § 1.468B-1. The Settlement Administrator, in coordination with Settlement Class Counsel and Walmart, shall take such steps as shall be necessary to create and qualify the QSF under §468B of the Internal Revenue Code, 26 U.S.C. §468B, and the regulations promulgated pursuant thereto. Walmart shall be considered the "transferor" within the meaning of Treasury Regulation § 1.468B-1(d)(1). The Settlement Administrator shall be the "administrator" within the meaning of Treasury Regulation § 1.468B-2(k)(3). The Parties shall cooperate in securing an order of the Court to establish the QSF in accordance with the terms hereof in conjunction with its preliminary approval of the Settlement and Notice as described in this Agreement. The Court shall retain jurisdiction over the administration of the QSF. Walmart shall supply to the Settlement Administrator and to the Internal Revenue Service the statement described in Treasury Regulation § 1.468B-3(e)(2) no later than February 15th of the year following each calendar year in which Walmart makes a transfer to the QSF. It is intended that the transfers to the QSF will satisfy the "all events test" and the "economic performance" requirement of § 461(h)(1) of the Internal Revenue Code, and Treasury Regulation § 1.461-1(a)(2). Accordingly, Walmart shall not include the income of the QSF in its

income. Rather, the QSF shall be taxed on its modified gross income, excluding the sums transferred to it, and shall make payment of resulting taxes from its own funds. In computing the QSF's modified gross income, deductions shall be allowed for its administrative costs and other deductible expenses incurred in connection with the operation of the QSF, including, without limitation, state and local taxes and legal, accounting, and other fees relating to the operation of the QSF.

11.2 Upon establishment of the QSF, the Settlement Administrator shall apply for an employer identification number for the QSF utilizing Internal Revenue Service Form SS-4 and in accordance with Treasury Regulation § 1.468B-2(k)(4)

11.3 If requested by either Walmart or the Settlement Administrator, the Settlement Administrator, the QSF, and Walmart shall fully cooperate in filing a relation-back election under Treasury Regulation § 1.468B-1(U)(2) to treat the QSF as coming into existence as a settlement fund as of the earliest possible date.

11.4 Following its deposits as described in Section 10 of this Agreement, and other than as specifically set forth herein, Walmart shall have no financial obligation or liability whatsoever with respect to the notifications to the Class required hereunder, the processing of Claims and Opt-Out Letters, the allowance or disallowance of claims by Claimants, payments to Settlement Class Counsel, investment of QSF funds, payment of federal, state, and local income, employment, unemployment, excise, and other taxes imposed on the QSF or its disbursements, or payment of the administrative, legal, accounting, or other costs occasioned by the use or administration of the QSF, since it is agreed that such deposits shall fully discharge Walmart's obligations to Claimants and Settlement Class Counsel and for expenses of administration in respect to the disposition of the Class Settlement Amount hereunder. Rather, the Settlement Administrator, with oversight by Settlement Class Counsel, shall have sole authority and responsibility for the administration of such funds and income thereon, disbursement to Claimants and Settlement Class Counsel, and payment of taxes and administrative costs in accordance with the provisions hereof, subject only to the rights of Walmart or Settlement Class Counsel to seek redress for any breach of the terms hereof.

11.5 The Settlement Administrator shall cause to be filed, on behalf of the QSF, all required federal, state, and local tax returns, information returns and tax withholdings statements in accordance with the provisions of Treasury Regulation §1.468B-2(k)(l) and Treasury Regulation §1.468B-2(1)(2)(ii). The Settlement Administrator may, at the expense of the QSF, and with the approval of Settlement Class Counsel, retain legal counsel and an independent, certified public accountant

to consult with and advise the Settlement Administrator or the QSF with respect to the preparation and filing of such materials and the federal, state and local tax compliance of the QSF. Either Walmart independently or the Settlement Administrator (with the approval of Settlement Class Counsel), independently or jointly, may, but are not required to, apply to the Internal Revenue Service and/or any applicable state taxing authority for an advance ruling as to any issue pertinent to the qualification of the QSF under Internal Revenue Code § 468B and Treasury Regulations promulgated thereunder, its tax status under applicable state law, and/or its tax payment, reporting, and withholding duties, so long as Walmart and the remaining Parties are reasonably satisfied that such application and ruling will not compromise the confidentiality of settlement evidenced herein as required by this Agreement. Subject to any contrary holdings in any such ruling, Settlement Class Members shall be responsible for payment of appropriate federal, state, and local income taxes on any claim paid out pursuant to this Agreement. The Parties agree that no portion of any distributions from the QSF to the Settlement Class Members is made in satisfaction of any excluded liability as described in Treasury Regulation § 1.468B-1(g) related to Qualified Settlement Funds.

11.6 The taxable year of the QSF shall be the calendar year in accordance with Treasury Regulation § 1.468B-2(i). The QSF shall utilize the accrual method of accounting within the meaning of § 446(c) of the Internal Revenue Code.

11.7 Based on the Settlement Administrator's recommendation and with the approval by Walmart and Settlement Class Counsel, the QSF may be invested in United States Treasury bills, money market funds primarily invested in the same, or certificates of deposit (CDs), provided that such portions of the QSF as may reasonably be required to pay current QSF administrative expenses, taxes or disbursements to Claimants or Settlement Class Counsel may be deposited in bank accounts which are federally insured to the greatest extent practicable. All federal, state, and local taxes imposed with respect to income earned by, or property of, the QSF, shall be paid from the QSF.

11.8 With the approval of Walmart and Settlement Class Counsel, the Settlement Administrator may amend, either in whole or in part, any administrative provision of this Section or the trust instrument through which the QSF is established to maintain the qualification of the QSF pursuant to the above-described authorities provided that the rights and liabilities of the Parties hereto and the Class are not altered thereby in any material respect.

12.COMPREHENSIVE WAIVER, RELEASE, AND DISMISSAL

12.1 Subject to final approval by the Court of the Settlement, and for good and valuable consideration set forth herein, the receipt and sufficiency of which is hereby acknowledged, all Releasing Settlement Class Members do hereby irrevocably release, acquit, and forever discharge all of the Releasees of and from any and all actual or potential claims, rights, demands, charges, complaints, causes of action, obligations, damages, penalties, debts, costs and expenses (other than those payments, costs, and expenses required to be paid pursuant to this Agreement), liens, or liabilities of any and every kind, that reasonably arise out of the same set of operative facts plead in the Complaint or First Amended Complaint in the Lawsuit, or that are reasonably related to the allegations in the Complaint or First Amended Complaint in the Lawsuit, with respect to claims that Walmart violated Section 226 of the Labor Code, whether known or unknown, whether such allegations were or could have been based on common law or equity, or on any statute, rule, regulation, order, or law, whether federal, state, or local and whether for damages, wages, penalties or injunctive or any other kind of relief (“the Released Claims”).

12.2 Subject to final approval by the Court of the Settlement, and for good and valuable consideration set forth herein, the receipt and sufficiency of which is hereby acknowledged, and in addition to the release given as a Settlement Class Member, Plaintiff for himself and Plaintiff’s representatives, heirs, executors, administrators, successors and assigns, fully, finally, and forever releases and discharges the Releasees from all claims, demands, actions, causes of action, suits, damages, penalties, losses, and expenses, of any and every nature whatsoever, known or unknown, as a result of actions or omissions by Releasees, including, without limitation claims for unpaid wages, unlawful discrimination, harassment, or failure to accommodate and any other claims related to the terms and conditions of employment including under Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Fair Labor Standards Act, the National Labor Relations Act, the California Fair Employment and Housing Act, the California Wage and Hour Laws and the California Private Attorneys’ General Act and any amendments to the foregoing, or any other federal, state or local statute, rule, ordinance, or regulation, as well as any claims in equity or under common law for tort, contract or wrongful discharge, provided, however, that nothing in this Releasee is intended to be a waiver by Plaintiff of claims Plaintiff may have against the Releasees (a) for unemployment or workers’ compensation benefits, (b) for vested rights under ERISA-covered employee benefit plans as applicable on the date Plaintiff signs this Agreement, or (c) claims that cannot be released by private agreement. Plaintiff understands that subject to the foregoing this is otherwise a full

and final release covering all unknown and unanticipated injuries, debts, claims or damages which may have arisen, or may arise, in connection with any act or omission by Releasees, prior to the date of execution of the Agreement.

12.3 The Parties agree that this Settlement Agreement shall not be used as a defense in any manner in the matter of *Magadia v. Wal-Mart Associates, Inc. et al.*, United States District Court, Northern District of California Case No. 5:17-cv-00062-LHK

12.4 The Parties acknowledge that this Settlement, including the releases provided in this Section, reflects a compromise of disputed claims.

12.5 As part of the motion for final approval, Settlement Class Counsel shall request that the Court enter Final Judgment and Final Approval Order, which shall dismiss the Lawsuit with prejudice, and release the Released Claims as described above, with the exception of any claims that might be retained by Settlement Class Members who exclude themselves from the Settlement, if any. Walmart shall retain any existing defenses to such excluded claims. The Parties agree to cooperate and take all steps necessary and appropriate to obtain preliminary and final approval of this Settlement, to effectuate its terms, and, to the extent of the obligations set forth in this Agreement, to dismiss this Lawsuit with prejudice. The form of Final Judgment and Final Approval Order agreed to by the Parties, subject to Court approval, is attached as **Exhibit C**.

13.DUTIES OF THE PARTIES WITH RESPECT TO OBTAINING PRELIMINARY COURT APPROVAL OF THE SETTLEMENT

13.1 Settlement Class Counsel shall file this Agreement with the District Court as part of the motion for preliminary approval and shall apply to the District Court for the entry of an order granting preliminary approval of the Settlement Agreement substantially in the following form:

13.1.1 Granting preliminary approval to the Settlement Agreement;

13.1.2 Approving as to form and content the proposed Notices and Notice Plan;

13.1.3 Scheduling a final fairness hearing on the question of whether the proposed Settlement should be finally approved as fair, reasonable, and adequate as to the Settlement Class Members, to be held no

sooner than 90 days after the date of the Preliminary Approval Order;

13.1.4 Appointing Shaun Setareh, Esq, and William M. Pao, Esq of Setareh Law Group and Stan Saltzman of Marlin & Saltzman, LLP as Settlement Class Counsel;

13.1.5 Approving James S. Evans as the Settlement Class Representative;

13.1.6 Approving Phoenix Settlement Administrator as the Settlement Administrator;

13.1.7 Approving the QSF; and

13.1.8 Setting dates for each of the following: (a) a deadline by which Settlement Class Members must object to the Settlement; (b) a deadline by which Settlement Class Members must Request to Opt Out of the Settlement; (c) a deadline to file motion for final approval of the Settlement, Settlement Class Counsel's motion for an award of Attorneys' Fees and Litigation Expenses and any Settlement Class Representative Payment, and (d) a date for the final fairness hearing.

13.2 Walmart shall cooperate with Settlement Class Counsel as necessary to obtain preliminary approval.

13.3 The Parties shall continue to take any steps necessary to stay any pending proceedings so as to preserve the status quo in the event that the Settlement Effective Date does not occur.

14.DUTIES OF THE PARTIES FOLLOWING PRELIMINARY COURT APPROVAL

14.1 Following preliminary approval by the District Court of the Settlement, and no later than forty-five (45) days prior to the final fairness hearing or on another date set by the Court, Settlement Class Counsel will submit a motion for final approval, which shall include a proposed Final Judgment and Final Approval Order substantially in the form attached hereto as **Exhibit C**. The proposed Final Judgment and Final Approval Order shall:

14.1.1 Grant final approval to the Settlement, adjudging the terms thereof to be fair, reasonable, and adequate, and directing consummation of its terms and provisions;

14.1.2 Determine Settlement Class Counsel's application for Attorneys' Fees and Litigation Expenses;

14.1.3 Decide any Settlement Class Representative Payment to the Settlement Class Representative;

14.1.4 Dismiss this Lawsuit as between the Releasing Settlement Class Members on the one hand, and Walmart on the other hand, with prejudice, and permanently bar the Releasing Settlement Class Members from further prosecuting any of the Released Claims, subject to the Court's continuing jurisdiction.

14.1.5 Provide that the District Court shall retain continuing jurisdiction over this action with regard to (a) implementation of this Settlement Agreement, (b) disposition of the QSF, and (c) enforcement and administration of this Settlement Agreement.

14.2 Walmart shall cooperate with Settlement Class Counsel as necessary to obtain final approval and the dismissal of the Lawsuit.

15.MUTUAL FULL COOPERATION

15.1 The Parties agree to cooperate fully with each other to accomplish the terms of this Settlement, including but not limited to execution of all necessary documents, and to take such other action as may reasonably be necessary to implement the terms of this Settlement. The Parties shall use their best efforts, including all efforts contemplated by this Settlement and any other efforts that may become necessary by order of the Court or otherwise, to effectuate the terms of this Settlement. As soon as practicable after execution of this Settlement, Settlement Class Counsel shall, with the assistance and cooperation of Walmart and its counsel, take all necessary steps to secure the Court's Final Judgment.

16.STATEMENT OF NO ADMISSION

16.1 Nothing contained in this Agreement shall be construed or deemed an admission of liability, culpability, or wrongdoing on the part of Walmart. Walmart further denies liability for any alleged wrongdoing, expressly denies liability for the

claims asserted, and denies and does not admit any of the pleaded facts not admitted in the Lawsuit. Walmart further disagrees that a class in this Lawsuit is appropriate or authorized under law, other than for purposes of effectuating this Settlement. Nor shall this Agreement constitute an admission by Walmart as to any interpretation of laws or as to the merits, validity, or accuracy of any claims made against it in the Lawsuit. Likewise, nothing in this Agreement shall be construed or deemed an admission by Plaintiff or the Settlement Class with regards to the validity of any of Walmart's defenses or affirmative defenses. Each of the Parties has entered into this Settlement with the intention to avoid further disputes and litigation with the attendant inconvenience and expenses.

16.2 The Parties further agree that this Agreement and all of its Exhibits, any Opt Out Requests or Objections, the Court's actions (including Court orders) related to this Settlement, and all other statements, discussions, negotiations, actions, documents or items (including argument of counsel) undertaken by anyone relating to this Settlement are settlement communications or documents and, as such, they: (a) do not constitute, are not intended to constitute, and will not be deemed to constitute an admission by Defendant as to any violation of any federal, state, or local law, statute, ordinance, regulation, rule, or executive order, or any obligation or duty at law or in equity; and (b) shall not be admissible in evidence and shall not be used for any purpose in this Lawsuit or in any other judicial, arbitral, administrative, investigative, or other court, tribunal, forum, or proceeding, or any other litigation against Defendant for any purpose, including as evidence of any admission by Defendant of any liability with respect to any claim for damages or other relief, or of the appropriateness of class certification or any element thereof, except in an action or proceeding to approve, interpret, or enforce the terms of this Agreement, including the Release.

17.VOIDING THE AGREEMENT

17.1 Except with respect to the provisions of Section 17.2, in the event that this Settlement is not finally approved, or if for any reason the Settlement Effective Date does not occur, the Settlement and this Agreement shall be deemed null, void, and unenforceable and each Party shall retain all of its respective rights as they existed as of the date notice of the Settlement was first provided to the Court, and neither this Agreement, nor any of its accompanying Exhibits or any orders entered by the Court in connection with this Agreement, shall be admissible or used for any purpose in any subsequent proceedings in this Lawsuit or in any other judicial, arbitral, administrative, investigative, or other court, tribunal, forum, or other proceeding, including any workers' compensation action. Provided, however, Walmart shall not be reimbursed for any monies reasonably spent by the Settlement

Administrator, or reasonably owed to the Settlement Administrator but not yet paid, for Notice and Administration Costs.

17.2 In the event that the Court does not approve the Attorneys' Fees and Litigation Expenses or the Settlement Class Representative Payment in the amount requested by Settlement Class Counsel, or in the event that the Attorneys' Fees and Litigation Expenses or Settlement Class Representative Payment requested by Settlement Class Counsel is reduced or the Court modifies any of the deadlines or other dates set forth in this Agreement, such findings or orders shall not be a basis for rendering the entire Settlement Agreement null, void, or unenforceable. Settlement Class Counsel retain their right to appeal any decision or order by the Court regarding the Attorneys' Fees and Litigation Expenses.

18.SIGNATORIES' AUTHORITY

18.1 The respective signatories to this Agreement each represent that they are fully authorized to enter into this Settlement on behalf of the respective Parties for submission to the Court for preliminary and final approval.

19. NO PRIOR ASSIGNMENTS

19.1 The Parties represent, covenant, and warrant that they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right released and discharged in this Settlement.

20. NOTICES

20.1 Unless otherwise specifically provided herein, all notices, demands, or other communications given hereunder shall be in writing and shall be deemed to have been duly given: (i) on the date given, if given by hand delivery; (ii) within one (1) business day, if sent by overnight delivery services such as Federal Express or similar courier; (iii) on the third business day after mailing by United States registered or certified mail, return receipt requested, or (iv) on the day received for delivery by e-mail. All notices given under this Agreement shall be addressed as follows:

To the Class:

Shaun Setareh, Esq.

William M. Pao, Esq.

SETAREH LAW GROUP

9665 Wilshire Blvd., Suite 430

Beverly Hills, CA 90212

Telephone: 310-888-7771

Fax: 310-888-0109

Email: shaun@setarehlaw.com; william@setarehlaw.com

Stanley D. Saltzman, Esq.

MARLIN & SALTZMAN, LLP

29800 Agoura Road, Suite 210

Agoura Hills, California 91301

(818) 991-8080

To Walmart:

Naomi G. Beer

GREENBERG TRAURIG, LLP

1144 15th Street, Suite 3300

Denver, Colorado 80202

Telephone: (303) 572-6500

Fax: (303) 572-6540

Email: BeerN@gtlaw.com

21. CONFIDENTIALITY

21.1 Subject to the provisions of Section 22, the negotiations related to this Agreement (including negotiations related to the drafting of this Agreement and any negotiations prior to preliminary approval or between the time of preliminary and final approval) will remain strictly confidential and shall not be discussed with anyone other than the Settlement Class Representative and Walmart, their immediate family, their retained attorneys, their accountants and financial institutions or tax advisers, their retained consultants, and the Court, unless otherwise agreed to by Settlement Class Counsel and Walmart or unless otherwise ordered by the Court. Notwithstanding the other provisions of this Section, Walmart may disclose the Settlement in filings that it is required to make with the Securities and Exchange Commission, including 10-Q and 10-K filings, or in other disclosures to investors.

22. MEDIA

22.1 The Parties shall agree to language to be used in the event of inquiries from the media regarding this Settlement. Neither the Parties nor their counsel shall contact the media regarding this Settlement. In the event that the Parties or their counsel receive inquiries from the media regarding this Settlement, they shall refer such inquiries to the agreed statement and shall not make any other statements to the media regarding this Settlement.

23. DOCUMENTS AND DISCOVERY

23.1 The destruction or return of documents and discovery shall be governed by the Confidentiality Agreement that the Parties entered into by the Parties on March 20, 2019, except that Settlement Class Counsel will be entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials would otherwise be required to be destroyed under the Confidentiality Agreement.

24. MISCELLANEOUS PROVISIONS

24.1 Construction. The Parties agree that the terms and conditions of this Settlement are the result of lengthy, intensive arms-length negotiations between the Parties and their counsel and that this Settlement shall not be construed in favor of or against any Party by reason of the extent to which any Party or her or his counsel participated in the drafting of this Settlement.

24.2 Captions and Interpretations. Paragraph titles or captions contained in this Agreement are a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement or any provision of this Agreement. Each term of this Agreement is contractual and not merely a recital.

24.3 Dates. All dates for events provided in this Agreement based on a number of calendar days, unless the date is expressed in terms of “business days,” which in the case of business days shall be calculated using the same approach as calculating days under Rule 6 of the Federal Rules of Civil Procedure.

24.4 Modification. This Agreement may not be changed, altered, or modified, except in a writing signed by Walmart and Settlement Class Counsel and will not be effective unless approved by the Court. Notwithstanding the foregoing, the Parties agree that any dates contained in this Agreement may be modified by

agreement of Walmart and Settlement Class Counsel without Court approval except to the extent that the Court has established a specific hearing date or deadline for filing any motions required by this Settlement. This Settlement may not be discharged except by performance in accordance with its terms or by a writing signed by the Walmart and Settlement Class Counsel.

24.5 Integration Clause. This Agreement, the Exhibits hereto, and any other documents delivered pursuant hereto contain the entire agreement between the Parties relating to the resolution of the Lawsuit, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged in this Agreement. No rights under this Settlement may be waived except in writing and signed by the Party against whom such waiver is to be enforced (and in the case of Plaintiff or the Class, by Settlement Class Counsel).

24.6 Binding on Assigns. This Settlement shall be binding upon, and inure to the benefit of, the Releasing Settlement Class Members and Walmart and their respective heirs, trustees, executors, administrators, successors, and assigns.

24.7 Counterparts. This Agreement may be executed by facsimile signature and in any number of counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one and the same Agreement, which shall be binding upon and effective as to all Parties.

24.8 Applicable Law. This Agreement shall be governed by California law without regard to its choice of law or conflicts of law principles or provisions.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, Plaintiff and Defendant and their respective undersigned counsel have executed this Settlement Agreement as of the date(s) indicated on the lines below.

Dated: 05/31/2022 PLAINTIFF JAMES S. EVANS

By: *James Evans*
JAMES S. EVANS

Dated: _____ DEFENDANT WALMART INC.

By: _____


_____,
ON BEHALF OF DEFENDANT
WALMART INC.

APPROVED AS TO FORM AND CONTENT ON BEHALF OF THE NAMED PLAINTIFF AND AS A SUBSTANTIVE RECOMMENDATION TO THE COURT ON BEHALF OF THE AGGRIEVED EMPLOYEES:

Dated: _____

SETAREH LAW GROUP

By: _____



Shaun Setareh
Counsel for Plaintiff and Settlement
Class Counsel

IN WITNESS WHEREOF, Plaintiff and Defendant and their respective undersigned counsel have executed this Settlement Agreement as of the date(s) indicated on the lines below.

Dated: _____ PLAINTIFF JAMES S. EVANS

By: _____
JAMES S. EVANS

Dated: June 1, 2022 DEFENDANT WALMART INC.

By: 

Naomi Beer

ON BEHALF OF DEFENDANT
WALMART INC.

APPROVED AS TO FORM AND CONTENT ON BEHALF OF THE NAMED PLAINTIFF AND AS A SUBSTANTIVE RECOMMENDATION TO THE COURT ON BEHALF OF THE AGGRIEVED EMPLOYEES:

Dated: _____ SETAREH LAW GROUP

By: _____
Shaun Setareh
Counsel for Plaintiff and Settlement
Class Counsel

IN WITNESS WHEREOF, Plaintiff and Defendant and their respective undersigned counsel have executed this Settlement Agreement as of the date(s) indicated on the lines below.

Dated: _____ PLAINTIFF JAMES S. EVANS

By: _____
JAMES S. EVANS

Dated: June 1, 2022 DEFENDANT WALMART INC.

By: _____
Naomi Beer

ON BEHALF OF DEFENDANT
WALMART INC.

signed with approval of Walmart
NS

APPROVED AS TO FORM AND CONTENT ON BEHALF OF THE NAMED PLAINTIFF AND AS A SUBSTANTIVE RECOMMENDATION TO THE COURT ON BEHALF OF THE AGGRIEVED EMPLOYEES:

Dated: _____ SETAREH LAW GROUP

By: _____
Shaun Setareh
Counsel for Plaintiff and Settlement
Class Counsel

Dated: October 13, 2022

MARLIN & SALTZMAN, LLP

By: 

Stan Saltzman
Counsel for Plaintiff and Settlement
Class Counsel

APPROVED AS TO FORM AND CONTENT

Dated: _____

GREENBERG TRAURIG, LLP


By: _____

Naomi Beer
Counsel for Defendant
Walmart Inc.

EXHIBIT A

P.O. Box 7208
Orange, CA 92863

#:7512

Return Service Requested

COURT APPROVED
SETTLEMENT NOTICE

Evans v. Wal-Mart Stores, Inc., et al.
United States District Court for the
Central District of California
Class Action

<USPSBARCODE>

<PSA ID>

<TRAYID>

<Name>

<Address>

<CITYSTATEZIP>

Summary of the Settlement. A Settlement has been reached in a class action lawsuit filed against Wal-Mart Stores, Inc. (“Wal-Mart”) for violations of the California Labor Code section 226 and for civil penalties under the Labor Code Private Attorneys General Act of 2005 (Lab. Code §§ 2698 *et seq.*) The lawsuit alleges, among other things, that Wal-Mart failed to provide wage statements in the form of a detachable part of a paper check. Wal-Mart denies the allegations in the lawsuit and any liability. However, the parties have decided to settle the case to avoid the risks and costs of litigation. The Court has preliminarily approved a **\$35,000,000** Gross Settlement Amount (which includes all payments under the Settlement, including settlement administration costs, Settlement Class Counsel’s court-approved attorneys’ fees and costs, and a court-approved service payment to the Class Representative). As part of the Settlement, each Settlement Class Member who does not opt out of the Settlement will receive a payment and will be releasing all Released Claims.

Am I a Class Member? You are part of this Settlement as a Settlement Class Member if, from September 13, 2016 through **June 30, 2022** you worked as an hourly associate at a Walmart store, supercenter or neighborhood market in California. If you were sent this Notice, it is because Walmart’s records indicate you are a Settlement Class Member. In all cases, the question of membership in the Settlement Class will be determined based on Walmart’s records.

Who Represents Me? The Court has appointed Shaun Setareh and William M. Pao of the Setareh Law Group as Settlement Class Counsel to represent the interests of you and other Settlement Class Members.

What Should I do? You should get more information from the Settlement Administrator by calling the phone number provided or by visiting the website provided and make a decision about what your legal rights are. As a Settlement Class Member, you have three options: (1) Do nothing. Each Settlement Class member will receive a share of the Net Settlement Amount unless they exclude themselves from the class by timely submitting an Opt-Out Request. If you do not exclude yourself from the Settlement and do not object to the Settlement, then you are not required to take any action. You may wait until the Court grants the final approval of the Settlement at the Final Approval Hearing, and you will be mailed your settlement check thereafter. (2) You can submit an Opt-Out Request and be excluded from the Settlement. If you choose to be excluded from the Settlement, you will not receive any Settlement payment and you will keep any rights you may have to sue Walmart over the legal issues involved in this lawsuit. Your Opt-Out Request must say that you wish to be excluded from the Settlement class in James Evans v. Walmart (or similar language), be postmarked on or before **October 13, 2022** and sent to the Settlement Administrator at **P.O. Box 7208, Orange, CA 92863**. (3) You may object to the proposed Settlement. To do so, you may submit a written objection to the Settlement Administrator at **P.O. Box 7208, Orange, CA 92863** or to the Court. All objections must be postmarked on or before **October 13, 2022**. Even if you submit an objection, you will be bound by the terms of the Settlement unless the Settlement is not finally approved by the Court.

When will the Court Consider The Proposed Settlement? The Court will conduct a final fairness hearing on whether to approve the Settlement on **December 2, 2022** at the United States District Court for the Central District of California, Courtroom 7B, at **350 West First Street, Los Angeles, California 90012**.

How Do Get More Information? For more information please contact the Settlement Administrator at **(888) 510-9728** or write to **P.O. Box 7208, Orange, CA 92863** or visit <https://www.evanswalmartwageandhour.com/>.

Para ver este documento en español, visite: <https://www.evanswalmartwageandhour.com/>

P.O. Box 7208
Orange, CA 92863

#7514

**Return Service Requested/
Servicio de devolución solicitado**

AVISO DE ACUERDO APROBADO
POR EL TRIBUNAL

Evans contra Wal-Mart Stores, Inc. y otros.
Tribunal de Distrito de los Estados Unidos
para el Distrito Central de California
Acción de clase

<USPSBARCODE>

<PSA ID>

<TRAYID>

<Name>

<Address>

<CITYSTATEZIP>

Un tribunal federal autorizó este Aviso. No es una solicitud de un abogado. Este Aviso es un resumen. El Aviso N completo se puede encontrar en línea en <http://www.evanswalmartwageandhour.com/>.

Resumen del Acuerdo. Se ha llegado a un Acuerdo en una demanda colectiva presentada contra Wal-Mart Stores, Inc. ("Wal-Mart") por violaciones del artículo 226 del Código Laboral de California y por sanciones civiles en virtud de la Ley de Abogados Generales Privados del Código Laboral de 2005 (Lab. Code §§ 7098 et seq.). La demanda alega, entre otras cosas, que Wal-Mart no proporcionó declaraciones de salarios en forma de una parte desprendible de un cheque en papel. Wal-Mart niega las alegaciones de la demanda y cualquier responsabilidad. Sin embargo, las partes han decidido llegar a un acuerdo en el caso para evitar los riesgos y los costes del litigio. El tribunal ha aprobado de forma preliminar un importe bruto del acuerdo de 35.000.000 de dólares (que incluye todos los pagos del acuerdo, incluidos los costes de administración del acuerdo, los honorarios y costes de los abogados del grupo del acuerdo aprobados por el tribunal y un pago por servicios aprobado por el tribunal al representante del grupo). Como parte del Acuerdo, cada miembro del grupo de demandantes que no opte por no participar en el Acuerdo recibirá un pago y liberará todas las reclamaciones liberadas.

¿Soy un Miembro de la Clase? Usted es parte de este Acuerdo como Miembro de la Clase del Acuerdo si, desde el 13 de septiembre de 2016 hasta el 30 de junio de 2022 trabajó como asociado por hora en una tienda Wal-mart, supercentro o mercado de barrio en California. Si se le envió este Aviso, es porque los registros de Wal-mart indican que usted es un Miembro de la Clase del Acuerdo. En todos los casos, la cuestión de la pertenencia a la Clase del Acuerdo se determinará en base a los registros de Wal-mart.

¿Quién me representa? El Tribunal ha designado a Shaun Setareh y William M. Pao del Setareh Law Group como Abogados del Grupo del Acuerdo para que representen los intereses de usted y de otros Miembros del Grupo del Acuerdo.

¿Qué debo hacer? Debe obtener más información del Administrador del Acuerdo llamando al número de teléfono proporcionado o visitando el sitio web proporcionado y tomar una decisión sobre cuáles son sus derechos legales. Como miembro del grupo de demandantes, tiene tres opciones: (1) No hacer nada. Cada miembro del grupo de demandantes recibirá una parte del importe neto del acuerdo a menos que se excluya del grupo presentando a tiempo una solicitud de exclusión. Si no se excluye del Acuerdo y no se opone al Acuerdo, no está obligado a realizar ninguna acción. Puede esperar hasta que el Tribunal conceda la aprobación definitiva del Acuerdo en la Audiencia de Aprobación Definitiva, y posteriormente se le enviará por correo su cheque del acuerdo. (2) Puede presentar una Solicitud de Exclusión y ser excluido del Acuerdo. Si opta por ser excluido del Acuerdo, no recibirá ningún pago del Acuerdo y mantendrá cualquier derecho que pueda tener para demandar a Walmart por las cuestiones legales involucradas en esta demanda. Su solicitud de exclusión debe decir que desea ser excluido de la clase del Acuerdo en el caso James Evans contra Walmart (o un lenguaje similar), debe tener un matasellos con fecha anterior a 13 de octubre de 2022 y debe ser enviada al Administrador del Acuerdo el P.O. Box 7208, Orange, CA 92863. (3) Puede objetar el Acuerdo propuesto. Para ello, puede presentar una objeción por escrito al Administrador del Acuerdo en P.O. Box 7208, Orange, CA 92863 o al Tribunal. Todas las objeciones deben llevar matasellos de correos en o antes de 13 de octubre de 2022. Incluso si presenta una objeción, quedará obligado por los términos del Acuerdo, a menos que éste no sea aprobado definitivamente por el Tribunal.

¿Cuándo considerará el Tribunal el Acuerdo propuesto? El Tribunal llevará a cabo una audiencia de equidad final sobre la aprobación del Acuerdo en 2 de diciembre de 2022 en el Tribunal de Distrito de los Estados Unidos para el Distrito Central de California, Sala 7B a 350 West First Street, Los Angeles, California 90012.

¿Cómo obtener más información? Para obtener más información, póngase en contacto con el administrador de la liquidación en (888) 510-9728 o escriba a P.O. Box 7208, Orange, CA 92863 o visite <http://www.evanswalmartwageandhour.com>.

EXHIBIT B

NOTICE OF CLASS ACTION SETTLEMENT

In the Matter of

James S. Evans v. Wal-Mart Stores, Inc., et al.

United States District Court for the Central District of California, Case No. 2:17-cv-07641-AB-KK

*A court authorized this notice. This is not a solicitation.
This is not a lawsuit against you, and you are not being sued.
However, your legal rights are affected whether you act or don't act.*

**IMPORTANT: YOU MAY BE ENTITLED TO MONEY IF THE COURT APPROVES
THE SETTLEMENT DESCRIBED IN THIS NOTICE**

**NOTICE OF PENDENCY OF CLASS ACTION, PROPOSED SETTLEMENT,
YOUR RIGHTS AND OPTIONS FOR YOU TO CONSIDER**

Pursuant to the order of the Court, **YOU ARE HEREBY NOTIFIED AS FOLLOWS**: A settlement has been reached between the parties in a lawsuit pending in the United States District Court for the Central District on behalf of a Settlement Class consisting of: All Walmart associates who worked in a non-exempt position at a Walmart store, supercenter or neighborhood market in California at any time during the period beginning September 16, 2016 through **June 30, 2022** (the "Settlement Class Period").

You have received this notice because Walmart's records indicate that you worked as an associate in a non-exempt position at a Walmart store, supercenter or neighborhood market in California during the Settlement Class Period. This notice is to advise you of how you can participate in this Settlement or how to be excluded from the Settlement.

PLEASE READ THIS NOTICE CAREFULLY

I. WHAT IS THE PURPOSE OF THIS NOTICE?

This Notice is to let you know that there is a class action pending in the United States District Court for the Central District of California, that you may be a member of the Settlement Class for the lawsuit, AND THAT YOU MAY BE ENTITLED TO A PAYMENT AS PART OF THE CLASS SETTLEMENT OF THIS LAWSUIT.

This Notice advises you of the benefits that may be available to you under the proposed Settlement and your rights and options as a potential Settlement Class Member and notifies you that court hearings will be held to approve the Settlement.

II. WHAT IS THE LAWSUIT ABOUT?

On September 13, 2017, Plaintiff James S. Evans, on behalf of himself and on behalf of all others similarly situated, filed a class action Complaint, and subsequently a First Amended Complaint, entitled "*James S. Evans v. Wal-Mart Stores, Inc.*" Case No. 2:17-cv-07641-AB-KK (U.S.D.C. Central District of California) (the "Lawsuit"). This Lawsuit alleged various claims including, among others, claims for Failure to Provide Accurate Written Wage Statements (Labor Code section 226. The Court certified certain of these claims, including the claim for the alleged Failure to Provide Accurate Written Wage Statements under Section 226, as a class which means that one person (in this case the Settlement Class Representative James Evans) can proceed on behalf people who have similar claims. Walmart denies the allegations in the Lawsuit, denies all liability and contends that Plaintiff's claims do not have merit and do not meet the requirements for class certification.

After many years of litigation, the Plaintiff and Walmart entered into a written Settlement Agreement, that resolves the class-wide Section 226 wage statement claims on behalf of the persons in the Settlement Class.

Considering the risks, uncertainties, inconvenience, and expense associated with this Lawsuit, the parties have concluded that it is in the best interests of the parties and the Settlement Class Members to settle the Lawsuit on the terms summarized in this Notice.

Counsel for the Plaintiff has determined that the Settlement is fair, reasonable, and adequate and is in the best interests of the members of the Settlement Class, subject to a final fairness hearing discussed below. The Settlement is not an admission of liability on the part of Walmart. The Court has not ruled on the merits of Plaintiff's claims or Walmart's defenses.

Walmart will not fire, punish, retaliate, or otherwise discriminate against any employee because he or she chooses to participate in this settlement, chooses not to participate, or objects to the settlement.

III. WHERE DO I GET ADDITIONAL INFORMATION?

The information contained in this Notice is only a summary of the litigation and the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you should consult the detailed Settlement Agreement and Preliminary Approval Order thereon, which are available at the Settlement Administrator's website at <http://www.evanswalmartwageandhour.com/> and are also on file with the Office of the Clerk of the United States District Court for the Central District of California, 350 West First Street, Los Angeles, California 90012. The pleadings and other records in this litigation, may also be examined during regular business hours at the same location.

IV. WHY DID I GET THIS NOTICE?

You received this Notice because Walmart's records identify you as a member of the Settlement Class.

V. WHO ARE THE PARTIES IN THIS CLASS ACTION?

The Plaintiff is James S. Evans ("Settlement Class Representative"), who used to work as a non-exempt associate at Walmart in California. The Settlement Class Representative is pursuing the Lawsuit on behalf of all other similarly situated non-exempt associates who worked at a Walmart store, supercenter or neighborhood market in California. The Defendant is Wal-Mart Stores, Inc., now known as Walmart Inc.

VI. WHO ARE THE ATTORNEYS FOR THE PARTIES?

Attorneys for Plaintiff

Shaun Setareh (SBN 204514)
William M. Pao (SBN 219846)
SETAREH LAW GROUP
9665 Wilshire Boulevard, Suite 430
Beverly Hills, California 90212
Telephone (310) 888-7771
Facsimile (310) 888-0109

Stanley D. Saltzman (SBN 90058)
MARLIN & SALTZMAN LLP
29800 Agoura Road, Suite 210
Agoura Hills, California 91301
Telephone (818) 991-8080
Facsimile (818) 991-8081

Attorneys for Defendants

Timothy J. Long (SBN 137591)
Robert J. Herrington (SBN 234417)
Ryan C. Bykerk (SBN 274534)
GREENBERG TRAUIG LLP
1840 Century Park East, Suite 1900
Los Angeles, California 90067-2121
Telephone (310) 586-7700
Facsimile (310) 586-7800

Naomi G. Beer (*pro hac vice*)
GREENBERG TRAUIG LLP
1144 Fifteenth Street, Suite 3300
Denver, Colorado 80202
Telephone (303) 572-6500
Facsimile (303) 572-6540

VII. HOW MUCH ARE THE PLAINTIFF'S ATTORNEYS BEING PAID?

The attorneys for the Class will seek attorneys' fees in the amount of \$11,666,666.66, Plaintiff's reasonable and actual costs incurred in this Lawsuit, not to exceed **\$250,000.00**, and the cost of administering the Settlement, estimated not to exceed **\$550,000.00**.

VIII. WHAT IS THE PROPOSED SETTLEMENT?

The Parties have agreed to the Settlement of claims under Section 226 of the California Labor Code on behalf of members of the Settlement Class as generally described below:

Without admitting any wrongdoing, Walmart agreed to pay **\$35,000,000.00** (the "Class Settlement Amount") to resolve the Lawsuit, which amount will be fully funded by Walmart and includes: (i) Net Settlement Amount (constituting payments to the Settlement Class Members who do not opt out); (ii) reasonable settlement Notice and Administration Costs not to exceed **\$550,000.00** to be approved by the court; (iii) payment of Attorneys' Fees not to exceed **\$11,666,666.66** and reasonable Litigation Expenses not to exceed **\$250,000.00**, each to be approved by the Court; (iv) the PAGA Payment of **\$375,000.00** (75% of the **\$500,000.00** total amount allocated to PAGA penalties) to the California Labor & Workforce Development Agency, to be approved by the Court; and (v) an enhancement to the Settlement Class Representative in an amount not to exceed **\$20,000.00**, to be approved by the Court.

The Net Settlement Amount (subpart (i) above) shall be the amount remaining after deduction of the amounts approved by the Court for Notice and Administration Costs, Attorneys' Fees and Litigation Expenses, the PAGA Payment and the Settlement Class Representative Payment (as set forth in subparts (ii) – (v) above). After the deduction of these amounts, the Net Settlement Amount is estimated to be approximately \$22,100,000.

The foregoing and following is a summary of the Settlement provisions. The specific and complete terms of the proposed settlement are stated in the Settlement Agreement, a copy of which is available at the Settlement Administrator's website at <http://www.evanswalmartwageandhour.com/> and has also been filed with the Clerk of the Court.

Individual Settlement Payments to Settlement Class Members. Each member of the Settlement Class who does not opt out of the Settlement as described in Section XI, below, will receive an Individual Settlement Award from the Net Settlement Amount. **The amount of your Individual Settlement Award will depend upon the number of pay period during which you worked at Walmart. The average Settlement Payment is anticipated to be \$83.67. This is just an estimate of the average payment to Settlement Class Members.** Your payment could be higher or lower depending on various factors including the number of Settlement Class Members who choose to opt out and the number of pay periods you worked at Walmart. In addition, Settlement Class Members who received all of their wage statements as a detachable part of a paper check will receive a proportionally lower payment than Settlement Class Members who received some or all of their wage statements in electronic format.

The calculation of Individual Settlement Awards is based on data provided by Walmart. Walmart's records will be determinative with respect to the number of pay periods Settlement Class Members worked.

Payments will be made to Settlement Class Members pursuant to the Court-approved plan of distribution as described in the Settlement, based on the number of Applicable Pay Periods worked by each Settlement Class Member during the Settlement Class Period. Once the settlement checks are mailed, Settlement Class Members will have 90 days to cash their settlement checks. Any checks which remain uncashed after that date shall be transferred to the California State Controller's Office — Unclaimed Property Division. None of the Parties or attorneys make any representations concerning the tax consequences of this Settlement or your participation in it. Settlement Class Members should consult with their own tax advisors concerning the tax consequences of the Settlement. Class Counsel is unable to offer advice concerning the state or federal tax consequences of payments to any Class Member.

IX. RELEASE OF CLAIMS.

"Released Parties" means Defendants and all of their respective present and former parent companies, subsidiaries, divisions, concepts, related or affiliated companies, shareholders, officers, directors, employees, agents, attorneys, insurers, successors and assigns, and any individual or entity which could be liable for any of the Released Claims and Defendants' counsel of record in the Action.

As of the Settlement Effective Date, all **Settlement Class Members** who have not validly exercised their right to exclude themselves will be deemed to have waived and released claims against the Release Parties as follows:

Subject to final approval by the Court of the Settlement, and for good and valuable consideration set forth herein, the receipt and sufficiency of which is hereby acknowledged, all Releasing Settlement Class Members do hereby irrevocably release, acquit, and forever discharge all of the Releasees of and from any and all actual or potential claims, rights, demands, charges, complaints, causes of action, obligations, damages, penalties, debts, costs and expenses (other than those payments, costs, and expenses required to be paid pursuant to this Agreement), liens, or liabilities of any and every kind, that reasonably arise out of the same set of operative facts plead in the Complaint or First Amended Complaint in the Lawsuit, or that are reasonably related to the allegations in the Complaint or First Amended Complaint in the Lawsuit, with respect to claims that Walmart violated Section 226 of the Labor Code, whether known or unknown, whether such allegations were or could have been based on common law or equity, or on any statute, rule, regulation, order, or law, whether federal, state, or local and whether for damages, wages, penalties or injunctive or any other kind of relief ("the Released Claims").

X. WHEN IS THE FINAL FAIRNESS HEARING?

A final hearing will be held before the Honorable André Birotte Jr. on **December 2, 2022, at 10:00 a.m.**, to determine whether the proposed Settlement is fair, reasonable and adequate and should be finally approved by the Court. The hearing will take place in Courtroom 3 of the United States District Court for the Central District of California, located at 350 West First Street, Los Angeles, California 90012. **You are not required to attend the hearing in order to participate in the Settlement.** If the Court finally approves the Settlement as fair, reasonable and adequate, this Final Judgment will be posted on the Settlement Administrator's website at <http://www.evanswalmartwageandhour.com/>.

XI. WHAT ARE MY RIGHTS WITH REGARD TO THIS MATTER?

If you fit the description of a Settlement Class Member as set forth in this Notice, you have three options. Each option has its own consequences, which you should understand before making your decision. Your rights regarding each option, and the procedure you must follow to select each option, follow.

A. Option One: Do Nothing, Release Your Claims as Stated Above and Receive an Individual Settlement Award.

Settlement Class Counsel, appointed and approved by the Court for Settlement purposes only, will represent your interests. You will receive a settlement payment from the Net Settlement Amount after the settlement has been finally approved by the Court. The judgment will bind all Settlement Class Members who do not request exclusion (Option Two below). Any Settlement Class Member who does not request exclusion may, if the Settlement Class Member so desires, enter an appearance through his or her own lawyer.

B. Option Two: You Can Exclude Yourself from the Settlement.

If you do not wish to participate in or be bound by the Settlement, you must submit a written statement requesting to be excluded from the Settlement Class postmarked no later than **October 13, 2022** ("Request for Exclusion"). Such a written Request for Exclusion must contain your name, address, and telephone number and the location(s) and dates of your employment by Walmart and must be sent by mail to the Settlement Administrator, Phoenix Settlement Administrators, at the address listed at the bottom of this Notice.

If you request exclusion, you will not receive any money from the Net Settlement Amount, nor will you be considered to have released your claims alleged in this Lawsuit.

If you request exclusion from the Settlement, you may not pursue any recovery under the Settlement. You may, however, pursue other remedies separate and apart from the Settlement that may be available to you.

C. Option Three: You May Object to the Settlement.

If you are a Settlement Class Member, and you do not exclude yourself from the Settlement Class, you may object to the Settlement before final approval of the Settlement by the Court. If you choose to object to the Settlement, you may enter an appearance *in propria persona* (meaning you choose to represent yourself), or through an attorney that you hire and pay for yourself.

In order to object to the Settlement, or any portion of it, you must submit any such written objection postmarked no later than **October 13, 2022**. Settlement Class Members who wish to object to the Settlement must send to the Settlement Administrator or the Court a written statement objecting to the Settlement. Such objection must: (i) indicate whether the objecting Class Member intends to appear at the Final Fairness Hearing; (ii) state the basis for the objection; and (iii) include copies of all papers and briefs being submitted to the Court regarding the Final Fairness Hearing.

XII. WHO CAN I CONTACT IF I HAVE FURTHER QUESTIONS?

The court-appointed Administrator for this Settlement is as follows:

James S. Evans v. Wal-Mart Stores, Inc. Class Settlement
Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863

If you have questions, you may call the Settlement Administrator, toll free at **(888) 510-9728**. Ask about the *James S. Evans v. Wal-Mart Stores, Inc.* Class Settlement. You may also call or e-mail the attorneys for Plaintiff or Defendant listed in Section VI above. **PLEASE DO NOT CALL THE COURT OR WALMART.**

AVISO DE ACUERDO DE DEMANDA COLECTIVA

En el asunto de

James S. Evans v. Wal-Mart Stores, Inc., et al.

Tribunal de Distrito de los Estados Unidos para el Distrito Central de California, Caso N° 2:17-cv-07641-AB-KK

*Un tribunal autorizó este aviso. Esto no es una solicitud.
No se trata de una demanda contra usted y no se le está demandando.
Sin embargo, sus derechos legales se ven afectados tanto si actúa como si no lo hace.*

IMPORTANTE: USTED PUEDE TENER DERECHO A RECIBIR DINERO SI EL TRIBUNAL APRUEBA EL ACUERDO DESCRITO EN ESTE AVISO

AVISO DE PENDENCIA DE LA ACCIÓN COLECTIVA, PROPUESTA DE ACUERDO, SUS DERECHOS Y OPCIONES PARA QUE LOS CONSIDERE

De conformidad con la orden del Tribunal, **SE LE NOTIFICA POR LA PRESENTE LO SIGUIENTE**: Se ha llegado a un acuerdo entre las partes en una demanda pendiente en el Tribunal de Distrito de los Estados Unidos para el Distrito Central en nombre de una Clase del Acuerdo que consiste en: Todos los asociados de Walmart que trabajaron en un puesto no exento en una tienda, supercentro o mercado de barrio de Walmart en California en cualquier momento durante el período que comenzó el 16 de septiembre de 2016 hasta **el 30 de junio de 2022** (el "Período de la Clase del Acuerdo").

Usted ha recibido este aviso porque los registros de Walmart indican que trabajó como asociado en un puesto no exento en una tienda Walmart, supercentro o mercado de barrio en California durante el Período de la Clase del Acuerdo. Este aviso es para informarle sobre cómo puede participar en este Acuerdo o cómo ser excluido del mismo.

LEA ATENTAMENTE ESTE AVISO

I. ¿CUÁL ES EL OBJETIVO DE ESTE AVISO?

Este aviso es para informarle de que hay una acción colectiva pendiente en el Tribunal de Distrito de los Estados Unidos para el Distrito Central de California, que usted puede ser un miembro de la Clase del Acuerdo para la demanda, y que puede tener derecho a un pago como parte de la solución de la clase de este pleito.

Este Aviso le informa de los beneficios que pueden estar a su disposición en virtud del Acuerdo propuesto y de sus derechos y opciones como posible Miembro del Grupo del Acuerdo y le notifica que se celebrarán audiencias judiciales para aprobar el Acuerdo.

II. ¿DE QUÉ TRATA LA DEMANDA?

El 13 de septiembre de 2017, el demandante James S. Evans, en su nombre y en el de todos los demás en situación similar, presentó una demanda colectiva, y posteriormente una primera demanda modificada, titulada "*James S. Evans v. Wal-Mart Stores, Inc.*", Caso N° 2:17-cv-07641-AB-KK (U.S.D.C. Distrito Central de California) (la "Demanda"). Esta Demanda alegó varias reclamaciones, incluyendo, entre otras, reclamaciones por No proporcionar declaraciones salariales escritas precisas (Código Laboral sección 226. El Tribunal certificó algunas de estas reclamaciones, incluida la reclamación por el supuesto Incumplimiento de la obligación de proporcionar declaraciones salariales escritas precisas en virtud del artículo 226, como una clase, lo que significa que una persona (en este caso el Representante del Grupo del Acuerdo, James Evans) puede proceder en nombre de las personas que tienen reclamaciones similares. Walmart niega las alegaciones de la Demanda, niega toda responsabilidad y sostiene que las reclamaciones del Demandante no tienen mérito y no cumplen los requisitos para la certificación de la clase.

Después de muchos años de litigio, el demandante y Walmart celebraron un Acuerdo de Conciliación por escrito, que resuelve las reclamaciones de la declaración salarial de la Sección 226 en nombre de las personas de la Clase del Acuerdo.

Considerando los riesgos, las incertidumbres, los inconvenientes y los gastos asociados a esta Demanda, las partes han llegado a la conclusión de que es en el mejor interés de las partes y de los Miembros de la Clase del Acuerdo resolver la Demanda en los términos resumidos en esta Notificación.

El abogado del demandante ha determinado que el Acuerdo es justo, razonable y adecuado y que es lo mejor para los miembros del Grupo del Acuerdo, sujeto a una audiencia final de equidad que se discute más adelante. El Acuerdo no es una admisión de responsabilidad por parte de Walmart. El Tribunal no se ha pronunciado sobre el fondo de las reclamaciones del Demandante ni sobre las defensas de Walmart.

Walmart no despedirá, castigará, tomará represalias o discriminará de cualquier otra forma a ningún empleado porque decida participar en este acuerdo, decida no participar o se oponga al acuerdo.

III. ¿DÓNDE PUEDO OBTENER INFORMACIÓN ADICIONAL?

La información contenida en este Aviso es sólo un resumen del litigio y de los términos básicos del Acuerdo. Para conocer los términos y condiciones precisos del Acuerdo, debe consultar el Acuerdo detallado y la Orden de Aprobación Preliminar del mismo, que están disponibles en el sitio web del Administrador del Acuerdo en <http://www.evanswalmartwageandhour.com/> y también están archivados en la Oficina del Secretario del Tribunal de Distrito de los Estados Unidos para el Distrito Central de California, 350 West First Street, Los Ángeles, California 90012. Los alegatos y otros expedientes de este litigio, también pueden ser examinados durante el horario de trabajo habitual en el mismo lugar.

IV. ¿POR QUÉ HE RECIBIDO ESTE AVISO?

Usted recibió este Aviso porque los registros de Walmart lo identifican como miembro del Grupo del Acuerdo.

V. ¿QUIÉNES SON LAS PARTES DE ESTA DEMANDA COLECTIVA?

El demandante es James S. Evans ("Representante de la Clase del Acuerdo"), quien trabajaba como asociado no exento en Walmart en California. El Representante de la Clase del Acuerdo está llevando a cabo la Demanda en nombre de todos los demás asociados no exentos en situación similar que trabajaron en una tienda Walmart, un supercentro o un mercado de barrio en California. El demandado es Wal-Mart Stores, Inc., ahora conocido como Walmart Inc.

VI. ¿QUIÉNES SON LOS ABOGADOS DE LAS PARTES?

Abogados del demandante

Shaun Setareh (SBN 204514)
William M. Pao (SBN 219846)
SETAREH LAW GROUP
9665 Wilshire Boulevard, Suite 430
Beverly Hills, California 90212
Teléfono (310) 888-7771
Facsímil (310) 888-0109

Stanley D. Saltzman (SBN 90058)
MARLIN & SALTZMAN LLP
29800 Agoura Road, Suite 210
Agoura Hills, California 91301
Teléfono (818) 991-8080
Facsímil (818) 991-8081

Abogados de los demandados

Timothy J. Long (SBN 137591)
Robert J. Herrington (SBN 234417)
Ryan C. Bykerk (SBN 274534)
GREENBERG TRAUIG LLP
1840 Century Park East, Suite 1900
Los Ángeles, California 90067-2121
Teléfono (310) 586-7700
Facsímil (310) 586-7800

Naomi G. Beer (*pro hac vice*)
GREENBERG TRAUIG LLP
1144 de la calle Quince, Suite 3300
Denver, Colorado 80202
Teléfono (303) 572-6500
Facsímil (303) 572-6540

VII. ¿CUÁNTO SE PAGA A LOS ABOGADOS DEL DEMANDANTE?

Los abogados del Grupo solicitarán los honorarios de los abogados por un importe de 11.666.666,66 dólares, los costes razonables y reales del Demandante incurridos en esta Demanda, que no superarán los **250.000 dólares**, y el coste de la administración del Acuerdo, que se estima que no superará los **550.000 dólares**.

VIII. ¿QUÉ ES EL ACUERDO PROPUESTO?

Las Partes han acordado el Acuerdo de las reclamaciones bajo la Sección 226 del Código Laboral de California en nombre de los miembros de la Clase del Acuerdo como se describe generalmente a continuación:

Sin admitir ninguna infracción, Walmart aceptó pagar **35.000.000,00 dólares** (el "Monto del Acuerdo de la Clase") para resolver la Demanda, monto que será financiado en su totalidad por Walmart y que incluye (i) el Monto neto del Acuerdo (que constituye los pagos a los Miembros del Grupo del Acuerdo que no se excluyan); (ii) los Costos razonables de Notificación y Administración del Acuerdo que no excederán de **\$550,000.00 que serán aprobados** por el tribunal; (iii) el pago de los Honorarios de los Abogados que no excederán de **\$11,666,666.66** y los Gastos razonables del Litigio que no excederán de **\$250,000.00**, cada uno de los cuales deberá ser aprobado por el tribunal; (iv) el pago de PAGA de **\$375,000.00** (75% de la cantidad total de **\$500,000.00** asignada a las sanciones de PAGA) a la Agencia de Desarrollo Laboral y de la Fuerza de Trabajo de California, que deberá ser aprobado por el tribunal; y (v) un aumento para el Representante de la Clase del Acuerdo en una cantidad que no exceda los **\$20,000.00**, que deberá ser aprobado por el tribunal.

El Importe Neto del Acuerdo (subapartado (i) anterior) será la cantidad restante tras la deducción de las cantidades aprobadas por el Tribunal en concepto de Costes de Notificación y Administración, Honorarios de los Abogados y Gastos del Litigio, el Pago PAGA y el Pago del Representante del Grupo del Acuerdo (según lo establecido en los subapartados (ii) - (v) anteriores). Tras la deducción de estos importes, el Importe Neto del Acuerdo se estima en aproximadamente 22.100.000 dólares.

Lo anterior y lo siguiente es un resumen de las disposiciones del Acuerdo. Los términos específicos y completos del acuerdo propuesto se encuentran en el Acuerdo de Conciliación, una copia del cual está disponible en el sitio web del Administrador del Acuerdo en <http://www.evanswalmartwageandhour.com/> y también se ha presentado ante el Secretario del Tribunal.

Pagos individuales del Acuerdo a los miembros de la Clase del Acuerdo. Cada miembro de la Clase del Acuerdo que no opte por no participar en el Acuerdo como se describe en la Sección XI, a continuación, recibirá una Adjudicación Individual del Acuerdo a partir del Monto Neto del Acuerdo. **El importe de su Adjudicación Individual del Acuerdo dependerá del número de períodos de pago durante los cuales haya trabajado en Walmart. Se anticipa que el promedio de la Adjudicación del Acuerdo será de \$83.67. Esto es sólo una estimación del pago promedio a los Miembros de la Clase del Acuerdo.** Su pago podría ser mayor o menor dependiendo de varios factores, incluyendo el número de Miembros de la Clase del Acuerdo que decidan optar por no participar y el número de períodos de pago que usted trabajó en Walmart. Además, los Miembros de la Clase del Acuerdo que recibieron todas sus declaraciones de salarios como parte desprendible de un cheque en papel recibirán un pago proporcionalmente menor que los Miembros de la Clase del Acuerdo que recibieron algunas o todas sus declaraciones de salarios en formato electrónico.

El cálculo de las Adjudicaciones Individuales del Acuerdo se basa en los datos proporcionados por Walmart. Los registros de Walmart serán determinantes con respecto al número de períodos de pago que trabajaron los Miembros de la Clase del Acuerdo.

Los pagos se harán a los Miembros de la Clase del Acuerdo de conformidad con el plan de distribución aprobado por el Tribunal, tal como se describe en el Acuerdo, sobre la base del número de Períodos de Pago Aplicables trabajados por cada Miembro de la Clase del Acuerdo durante el Período de la Clase del Acuerdo. Una vez que se envíen los cheques del acuerdo, los Miembros de la Clase del Acuerdo tendrán 90 días para cobrar sus cheques del acuerdo. Cualquier cheque que permanezca sin cobrar después de esa fecha será transferido a la Oficina del Contralor del Estado de California - División de Propiedad No Reclamada. Ninguna de las Partes ni los abogados hacen declaraciones sobre las consecuencias fiscales de este Acuerdo o de su participación en él. Los Miembros de la Clase del Acuerdo deben consultar con sus propios asesores fiscales sobre las consecuencias fiscales del Acuerdo. Los Abogados del Grupo no pueden ofrecer asesoramiento sobre las consecuencias fiscales estatales o federales de los pagos a cualquier Miembro del Grupo.

IX. LIBERACIÓN DE RECLAMACIONES.

"Partes Exoneradas" significa los Demandados y todas sus respectivas empresas matrices, subsidiarias, divisiones, conceptos, empresas relacionadas o afiliadas, accionistas, funcionarios, directores, empleados, agentes, abogados, aseguradores, sucesores y cesionarios, y cualquier individuo o entidad que pudiera ser responsable de cualquiera de las Reclamaciones Exoneradas y los abogados de los Demandados registrados en la Acción.

A partir de la Fecha de Entrada en Vigor del Acuerdo, se considerará que todos los **Miembros de la Clase del Acuerdo** que no hayan ejercido válidamente su derecho a excluirse han renunciado y liberado las reclamaciones contra las Partes del Descargo de la siguiente manera:

Sujeto a la aprobación final del Acuerdo por parte del Tribunal, y por la buena y valiosa consideración aquí expuesta, cuya recepción y suficiencia se reconocen por la presente, todos los Miembros del Grupo del Acuerdo que se liberan por la presente liberan, absuelven y eximen para siempre a todos los Exonerados de todas y cada una de las reclamaciones, derechos, demandas, cargos, reclamaciones, causas de acción, obligaciones, daños y perjuicios, sanciones, deudas, costes y gastos (distintos de los pagos, costes y gastos que deben pagarse en virtud de este Acuerdo), gravámenes o responsabilidades de cualquier tipo, que surjan razonablemente del mismo conjunto de hechos operativos alegados en la Demanda o en la Primera Demanda Enmendada en el Juicio, o que estén razonablemente relacionados con las alegaciones de la Demanda o de la Primera Demanda Enmendada en el Juicio, con respecto a las reclamaciones de que Walmart violó la Sección 226 del Código Laboral, ya sean conocidas o desconocidas, si dichas alegaciones se basaron o pudieron basarse en el derecho consuetudinario o en la equidad, o en cualquier estatuto, norma, reglamento, orden o ley, ya sea federal, estatal o local y ya sea por daños y perjuicios, salarios, sanciones o medidas cautelares o cualquier otro tipo de reparación ("las Reclamaciones Liberadas").

X. ¿CUÁNDO ES LA AUDIENCIA FINAL DE EQUIDAD?

Se celebrará una audiencia final ante el Honorable André Birotte Jr. el **2 de diciembre de 2022, a las 10:00 a.m.**, para determinar si el Acuerdo propuesto es justo, razonable y adecuado y debe ser aprobado definitivamente por el Tribunal. La audiencia tendrá lugar en la Sala 3 del Tribunal de Distrito de los Estados Unidos para el Distrito Central de California, ubicado en 350 West First Street, Los Ángeles, California 90012. **No está obligado a asistir a la audiencia para participar en el Acuerdo.** Si el Tribunal aprueba finalmente el Acuerdo como justo, razonable y adecuado, esta Sentencia Final se publicará en el sitio web del Administrador del Acuerdo en <http://www.phoenixclassaction.com/>.

XI. ¿CUÁLES SON MIS DERECHOS CON RESPECTO A ESTE ASUNTO?

Si usted se ajusta a la descripción de un miembro del grupo de demandantes tal y como se indica en este aviso, tiene tres opciones. Cada opción tiene sus propias consecuencias, que debe comprender antes de tomar su decisión. A continuación se exponen sus derechos en relación con cada opción y el procedimiento que debe seguir para seleccionar cada una de ellas.

A. Opción uno: No hacer nada, liberar sus reclamaciones como se indica arriba y recibir una indemnización individual.

Los abogados del grupo de demandantes, nombrados y aprobados por el Tribunal únicamente a efectos del acuerdo, representarán sus intereses. Recibirá un pago del acuerdo a partir del Importe Neto del Acuerdo una vez que éste haya sido aprobado definitivamente por el Tribunal. La sentencia será vinculante para todos los Miembros del Grupo del Acuerdo que no soliciten la exclusión (opción dos, más adelante). Cualquier Miembro de la Clase del Acuerdo que no solicite la exclusión podrá, si así lo desea, comparecer a través de su propio abogado.

B. Segunda opción: Puede excluirse del acuerdo.

Si no desea participar o estar obligado por el Acuerdo, debe presentar una declaración escrita solicitando ser excluido del Grupo del Acuerdo con matasellos no posterior al **13 de octubre de 2022** ("Solicitud de Exclusión"). Dicha Solicitud de Exclusión por escrito debe contener su nombre, dirección y número de teléfono, así como la(s) ubicación(es) y las fechas de su empleo en Walmart, y debe enviarse por correo al Administrador del Acuerdo, Phoenix Settlement Administrators, a la dirección indicada en la parte inferior de este Aviso.

Si solicita la exclusión, no recibirá ningún dinero del Monto Neto del Acuerdo, ni se considerará que ha liberado sus reclamos alegados en esta Demanda.

Si usted solicita la exclusión del Acuerdo, no podrá perseguir ninguna recuperación en virtud del Acuerdo. Sin embargo, puede ejercer otros recursos separados y aparte del Acuerdo que puedan estar a su disposición.

C. Opción 3: Puede objetar al acuerdo.

Si usted es un miembro de la Clase del Acuerdo, y no se excluye de la Clase del Acuerdo, puede objetar al Acuerdo antes de la aprobación final del Acuerdo por parte del Tribunal. Si decide oponerse al Acuerdo, puede comparecer *in propria persona* (lo que significa que decide representarse a sí mismo), o a través de un abogado que contrate y pague usted mismo.

Para objetar al Acuerdo, o a cualquier parte del mismo, debe presentar dicha objeción por escrito con matasellos no posterior al **13 de octubre de 2022**. Los Miembros del Grupo del Acuerdo que deseen objetar el Acuerdo deben enviar al Administrador del Acuerdo o al Tribunal una declaración escrita objetando el Acuerdo. Dicha objeción debe: (i) indicar si el Miembro del Grupo que se opone tiene la intención de comparecer en la Audiencia de Equidad Definitiva; (ii) exponer la base de la objeción; y (iii) incluir copias de todos los documentos y escritos que se presenten al Tribunal en relación con la Audiencia de Equidad Definitiva.

XII. ¿CON QUIÉN PUEDO CONTACTAR SI TENGO MÁS PREGUNTAS?

El administrador designado por el tribunal para este Acuerdo es el siguiente:

James S. Evans contra Wal-Mart Stores, Inc. Acuerdo de clase
Phoenix Settlement Administrators
Apartado de correos 7208
Orange, CA 92863

Si tiene preguntas, puede llamar al administrador del acuerdo, al número gratuito **(888) 510-9728**. Pregunte por el Acuerdo de la Clase *James S. Evans v. Wal-Mart Stores, Inc.* Class Settlement. También puede llamar o enviar un correo electrónico a los abogados del Demandante o del Demandado que figuran en la Sección VI anterior. **POR FAVOR, NO LLAME AL TRIBUNAL NI A WALMART.**

EXHIBIT C

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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

JAMES S. EVANS, on behalf of
himself, all others similarly situated,

Plaintiff,

vs.

WAL-MART STORES, INC., a
Delaware corporation; and DOES 1
through 50, inclusive,

Defendants.

Case No. 2:17-cv-07641-AB-KK

Assigned For All Purposes to the Hon.
Andre Birotté, Jr., Courtroom 7B

CLASS ACTION

**[PROPOSED] ORDER GRANTING
PLAINTIFF JAMES S. EVANS'
MOTION FOR FINAL APPROVAL
OF CLASS ACTION SETTLEMENT
AND ENTRY OF FINAL
JUDGMENT**

Date: April 22, 2022

Time: 10:00 a.m.

Place: Courtroom 7B

[PROPOSED] ORDER

1
2 WHEREAS, on _____, a hearing was held on the motion
3 of Plaintiff James S. Evans (“Plaintiff”) for final approval of the class action
4 settlement (the “Settlement”) between Plaintiff and Defendant Wal-Mart Stores, Inc.
5 k/n/a Walmart Inc. (“Walmart”);

6 WHEREAS, the Court has received and reviewed the Settlement Agreement
7 entered into between the Parties (“Agreement”), which this Court preliminarily
8 approved by its order entered on _____;

9 WHEREAS, all terms used herein shall have the same meaning as set forth in
10 the Agreement, unless otherwise defined herein;

11 WHEREAS, the preliminary approval order directed that Settlement Class
12 Members be given notice of the terms of the Settlement and the opportunity to object
13 to it and also be advised of the date for the final approval hearing;

14 WHEREAS the Court has received declarations of _____ attesting to
15 the provision of notice in accordance with the Court’s order;

16 WHEREAS the Court has considered all timely filed objections to the
17 settlement [[no objections to the settlement have been filed]];

18 WHEREAS the Court entered summary judgment in Walmart’s favor on
19 Plaintiffs’ regular rate claim on September 14, 2021 (Dkt. 181);

20 WHEREAS the Court conducted a final approval hearing on
21 _____, and has considered the evidence and arguments presented, all
22 papers filed and all proceedings had therein;

23 IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

24 1. The Court has jurisdiction over the subject matter of this litigation and
25 over all Parties to the litigation, including Plaintiff, the Settlement Class Members
26 and Walmart.

27 2. The Court finds and determines that the notice procedure and the notice
28 provided fully satisfied the provisions of Fed. R. Civ. P. 23 and provides the basis for

1 the Court to make an informed decision regarding approval of the Settlement based
2 on the responses of Settlement Class Members. The Court further finds and
3 determines that the notice provided in this case was the best notice practicable, which
4 satisfied the requirements of law and due process.

5 3. The Court further finds and determines that the Settlement Class, as
6 conditionally certified by the Preliminary Approval Order meets all of the legal
7 requirements for class certification for settlement purposes only under F.R.C.P 23(a)
8 and 23(b)(3) and it is hereby ordered that the Settlement Class is finally certified for
9 settlement purposes only.

10 4. The Court further finds and determines that the terms of the Settlement
11 are fair, reasonable, and adequate to the Settlement Class and to each Settlement
12 Class Member, and that the Settlement Class Members who did not timely submit
13 valid Requests for Exclusion in accordance with the Settlement Agreement and the
14 Preliminary Approval Order will be bound by the Settlement, that the Settlement is
15 ordered finally approved, and that all terms and provisions of the Settlement should
16 be and hereby are ordered to be consummated.

17 5. The parties are hereby ordered to comply with the terms of the
18 Settlement.

19 6. The Court directs the parties to effectuate the Settlement terms as set
20 forth in the Settlement Agreement and the Settlement Administrator to calculate and
21 pay the claims of the Settlement Class Members from the Net Settlement Amount in
22 accordance with the terms set forth in the Settlement Agreement.

23 7. The Parties will bear their own costs and attorneys' fees except as
24 provided in the Settlement.

25 8. The Court finds that Plaintiff's request for \$ _____
26 in fees (___% of the Settlement Amount) and \$250,000.00 in costs is reasonable.
27 Therefore, the Court orders this amount be paid to Settlement Class Counsel from the
28 Class Settlement Amount in accordance with the terms of the Agreement. The Court

1 further finds that no attorneys have asserted any attorney liens as to the Attorneys’
2 Fees and Litigation Expenses awarded by the Court.

3 9. The Settlement Administrator is awarded \$ _____
4 to be paid from the Class Settlement Amount in accordance with the terms of the
5 Agreement.

6 10. The Court finds that the requested Settlement Class Representative
7 Award of \$ _____ is reasonable and orders that it be paid from
8 the Class Settlement Amount in accordance with the terms of the Agreement.

9 11. The Court finds that the PAGA Payment Amount should be paid to the
10 LWDA from the Class Settlement Amount in accordance with the terms of the
11 Agreement.

12 12. The Court hereby enters final judgment in accordance with the terms of
13 the Settlement, the Order Granting Preliminary Approval of Class Action Settlement
14 filed on _____, and this Order.

15 13. The Court finds that, as of the date of this Order, in consideration of the
16 Class Settlement Amount provided for under the Agreement, and for other good and
17 valuable consideration, each of the Releasing Settlement Class Members shall, by
18 operation of this Order, have fully, finally, and forever released, relinquished, and
19 discharged all Released Claims against the Released Parties in accordance with
20 Section 12 of the Agreement the terms of which are incorporated herein by reference,
21 shall have covenanted not to sue Walmart with respect to all such Released Claims,
22 and shall be permanently barred and enjoined from instituting, commencing,
23 prosecuting or asserting any such Released Claims against the Released Parties. The
24 Court further finds that the Settlement Class Representative has released his
25 individual claims in accordance with Section 12 of the Agreement.

26 14. This document will constitute a final judgment as to all claims in the
27 lawsuit (and a separate document constituting the judgment) for purposes of Rule 58
28

1 of the Federal Rules of Civil Procedure. All claims in the litigation are hereby
2 dismissed with prejudice.

3 15. Without affecting the finality of this order in any way, the Court retains
4 jurisdiction of all matters relating to the interpretation, administration,
5 implementation, effectuation and enforcement of this order and the Settlement.

6 16. In the event that the Settlement Effective Date does not occur, this
7 Judgment shall be rendered null and void and shall be vacated nunc pro tunc, except
8 insofar as expressly provided to the contrary in the Agreement, and without prejudice
9 to the status quo ante rights of Plaintiff, the Settlement Class Members and Walmart.

10
11 IT IS SO ORDERED.

12
13 DATE: _____

14 _____
15 HON. ANDRÉ R. BIROTTE, JR.
16 UNITED STATES DISTRICT JUDGE
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EXHIBIT 2

SETTLEMENT AGREEMENT

1. PREAMBLE

1.1 IT IS HEREBY STIPULATED AND AGREED by and between Defendant Walmart Inc. f/k/a Wal-Mart Stores, Inc. (“Defendant” or “Walmart”), on the one hand, and Plaintiff James S. Evans (“Plaintiff” or “Evans”), on behalf of himself and the “Settlement Class” (as defined herein), subject to the approval fo the Court, that the settlement of the lawsuit entitled *James S. Evans v. Wal-Mart Stores, Inc.*, Case No. 2:17-cv-07641-AB-KK (the “Lawsuit”) shall be effectuated and subject to the following terms and conditions:

2. DEFINITIONS

2.1 “Agreement” or “Settlement Agreement” means this Settlement Agreement between the Parties.

2.2 ~~“Amended Complaint” means the operative First Amended Complaint, which was filed on November 20, 2017, ECF 12.~~

2.3 ~~2.2~~ “Applicable Pay Periods” means, as reflected in Walmart’s records any pay periods each Settlement Class Member worked for Walmart at a Walmart Retail Location in California during the Settlement Class Period. Any pay period during which the Settlement Class Member worked at a Walmart Retail Location in California any amount of time in a non-exempt position (e.g., when not on a leave of absence) will be counted as an Applicable Pay Period.

2.4 ~~2.3~~ “Attorneys’ Fees and Litigation Expenses” means the Attorneys’ Fees and Litigation Expenses to be requested by Settlement Class Counsel, subject to Court approval in accordance with Section 5.2.1 of this Agreement.

2.5 ~~2.4~~ “CAFA Notice” means the notice to be made in accordance with the Class Action Fairness Act, 28 U.S.C. § 1715

2.6 ~~2.5~~ “Class Settlement Amount” means the amount of money that Walmart is obligated to pay pursuant to this Settlement, which shall consist of a total payment of Thirty-Five Million Dollars (\$35,000,000), as described more fully in Section 5.1 of this Agreement.

2.7 ~~2.6~~ “Complaint” means the ~~operative First Amended~~original Complaint, which was filed ~~on November 20, 2017~~in the Superior Court for Los Angeles County, California on September 13, 2017 and which was subsequently removed by Walmart to this Court, ECF 121-1.

2.8 ~~2.7~~ “Court” means the District Court and any appellate court that may review any orders entered by the District Court related to this Settlement.

2.9 ~~2.8~~ “Defendant” means Wal-Mart Stores, Inc., k/n/a Walmart Inc.

2.10 ~~2.9~~ “District Court” means the United States District Court for the Central District of California.

2.11 ~~2.10~~ “Execution” means the signing of this Agreement by all signatories hereto.

2.12 ~~2.11~~ “Final Judgment and Final Approval Order” refers to the Final Judgment and Final Approval Order approving the Settlement and dismissing the Lawsuit with prejudice as against Defendant, substantially in the form attached hereto as **Exhibit C**, which this Settlement contemplates will be entered and approved by the Court

2.13 ~~2.12~~ “Individual Settlement Amount” means the final gross amount to be sent and paid to each Individual Class Member in accordance with this Agreement.

2.14 ~~2.13~~ “Lawsuit” means the instant action, Case No. 2:17-cv-07641-AB-KK.

2.15 ~~2.14~~ “Long Form Notice” means the notice substantially in the form of **Exhibit B** which shall be posted on the Settlement Administrator website.

2.16 ~~2.15~~ “LWDA” means the California Labor Workforce and Development Agency.

2.17 ~~2.16~~ “Net Settlement Amount” means that portion of the Class Settlement Amount remaining after the subtraction of: (a) Attorneys’ Fees and Litigation Expenses approved and awarded by the Court; (b) the Settlement Class Representative Payment approved and awarded by the Court; (c) Notice and Administration Costs approved by the Court; (d) the PAGA Payment Amount approved by the Court; and (e) any other fees or expenses incurred in connection with this Settlement as approved by the Court (including, without limitation, taxes on interest, if any, earned by the QSF, but excluding the costs for Walmart to send CAFA Notice).

2.18 ~~2.17~~ “Notice” means the Court-approved Notice of Proposed Settlement of Class Action Lawsuit, substantially in the forms attached here to as

Exhibit A (Postcard Notice) and **Exhibit B** (Long Form Notice), consistent with the notice process as described in Section 6 of this Agreement.

2.19 ~~2.18~~ “Notice and Administration Costs” means the costs approved by the Court for the Settlement Administrator to send Notice, administer the Settlement, and to perform all other reasonable duties contemplated by this Agreement and as approved or directed by the Court.

2.20 ~~2.19~~ “Notice Date” means the date on which the Notice is first mailed to Settlement Class Members.

2.21 ~~2.20~~ “Notice Period” means the period of time in which a Settlement Class Member may submit a Request to Opt Out or object to the Settlement.

2.22 ~~2.21~~ “PAGA Payment Amount” means the amount, subject to Court approval, to be paid from the Class Settlement Amount to the LWDA for its share of PAGA penalties in accordance with this Agreement.

2.23 ~~2.22~~ “Parties” means the Settlement Class Representative and Walmart.

2.24 ~~2.23~~ “Plaintiff” means James S. Evans.

2.25 ~~2.24~~ “Preliminary Approval Order” means the District Court’s order granting preliminary approval of this Settlement.

2.26 ~~2.25~~ “Postcard Notice” means the postcard substantially in the form of **Exhibit A** that shall be mailed to Settlement Class Members.

2.27 ~~2.26~~ “QSF” means the Qualified Settlement Fund to be established by the Settlement Administrator in accordance with this Agreement.

2.28 ~~2.27~~ “Released Claims” means the claims, rights, demands, charges, complaints, causes of action, obligations, damages, penalties, debts, costs and expenses (other than those costs and expenses required to be paid pursuant to this Settlement Agreement), liens, or liabilities of any and every kind that are released, acquitted, and forever discharged pursuant to Section 12 of this Agreement.

2.29 ~~2.28~~—“Releasees” means Defendant Wal-Mart Stores, Inc., k/n/a Walmart Inc., and each of its current and former subsidiaries, parent corporations, affiliates, predecessors, insurers, agents, employees, successors, assigns, officers, officials, directors, employers, attorneys, personal representatives, executors, and shareholders, including their respective pension, profit sharing, savings, health, and other employee benefit plans of any nature, the successors of such plans, and those plans’ respective current or former trustees and administrators, agents, employees, and fiduciaries, as well as the personal representatives or executors of any such persons.

2.30 ~~2.29~~—“Releasing Settlement Class Members” means the Settlement Class Representative and all Settlement Class Members, other than those who submit timely and valid Requests to Opt Out.

2.31 ~~2.30~~—“Request to Opt Out” means the request to opt out of this Settlement that may be sent by any Settlement Class Member who does not wish to remain in the Settlement Class, in accordance with Section 8 of this Agreement.

2.32 ~~2.31~~—“Settlement” means the compromise and settlement of the Lawsuit as contemplated by this Settlement Agreement.

2.33 ~~2.32~~—“Settlement Administrator” means Phoenix Settlement Administrators, the entity that, subject to Court approval, shall perform the duties of, among other things: (i) establishing a QSF; (ii) preparing, printing and disseminating the Notice to the Settlement Class Members in accordance with the Notice Plan; (iii) tracking returned Notices and Requests to Opt Out; (iv) ascertaining current address and addressee information for each Notice returned as undeliverable, and re-mailing the Notice where appropriate; (v) determining and finalizing the calculations the Net Settlement Amount and the Individual Settlement Amounts; (vi) notifying Walmart’s Counsel and Settlement Class Counsel regarding submitted Requests to Opt Out and/or Objections; (vii) mailing the settlement checks to Settlement Class Members; (viii) referring to Settlement Class Counsel and, where appropriate, also to Walmart’s Counsel, all inquiries by Settlement Class Members that the Settlement Administrator cannot resolve and/or that involve matters not within the Settlement Administrator’s duties specified herein; (ix) responding to inquiries of Settlement Class Counsel or Walmart’s Counsel; (x) promptly apprising Walmart’s Counsel and Settlement Class Counsel of the activities of the Settlement Administrator; (xi) establishing a web site to provide Settlement Class Members with information about this Agreement; and (xii) other notice and administration duties in accordance with this Agreement and the District Court’s orders.

2.34 ~~2.33~~ “Settlement Class” means the settlement class to be certified for settlement purposes in accordance with Section 4 of this Agreement. The Settlement Class consists of all Walmart associates who worked in a non-exempt position at a Walmart Retail Location in California during the Settlement Class Period. Excluded from the class are the Judge assigned to the case and any of his or her relatives.

2.35 ~~2.34~~ “Settlement Class Counsel” means the following counsel:

Shaun Setareh, Esq. William M. Pao, Esq. SETAREH LAW GROUP 9665 Wilshire Boulevard, Suite 430 Beverly Hills, California 90212 (310) 888-7771	Stanley D. Saltzman, Esq. MARLIN & SALTZMAN, LLP 29800 Agoura Road, Suite 210 Agoura Hills, California 91301 (818) 991-8080
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2.36

2.37 ~~2.35~~ “Settlement Class List” means the listing of Settlement Class Members and Applicable Pay Period information to be provided by Walmart in accordance with Section 7.1 of this Agreement.

2.38 ~~2.36~~ “Settlement Class Period” means the period of time from September 13, 2016 through the date of preliminary approval, or some other end date to be agreed to by the Parties.

2.39 ~~2.37~~ “Settlement Class Representative” means James S. Evans, the named Plaintiff in the Lawsuit and the person Settlement Class Counsel shall request be appointed by the District Court as the Settlement Class Representative for purposes of the Settlement Class. James S. Evans is also a member of the Settlement Class.

2.40 ~~2.38~~ “Settlement Class Representative Payment” means the enhancement award to be requested by Settlement Class Counsel for payment to the Settlement Class Representative, subject to Court approval in accordance with the terms of this Agreement.

2.41 ~~2.39~~ “Settlement Effective Date” means the first day following the later of the occurrences identified in Section 2.40.1 and 2.40.2:

2.41.1 ~~2.39.1~~ The date on which the time to appeal or seek permission to appeal or seek other judicial review of the entry of the Final Judgment and Final Approval Order approving the Settlement and dismissing this Lawsuit with prejudice as to Defendant has expired with no appeal or without other judicial review having been taken or sought; or

2.41.2 ~~2.39.2~~ If an appeal or other judicial review has been taken or sought from the entry of the Final Judgment and Order of Dismissal, the latest of:

(i) the date the Final Judgment and Final Approval Order is finally affirmed by an appellate court with no possibility of subsequent appeal or other judicial review therefrom;

(ii) the date the appeal(s) or other judicial review therefrom are finally dismissed with no possibility of subsequent appeal or other judicial review; or

(iii) if remanded to the District Court or to a lower appellate court following an appeal or other review, the date, after the Final Judgment and Final Approval Order has been entered by the District Court after remand, upon which the time to appeal or seek permission to appeal or seek other judicial review of the entry of that Final Judgment and Final Approval Order has expired with no further appeal or other judicial review having been taken or sought. If further appeal is sought after a remand, the time periods in this Sub-Section shall apply.

2.34.3 The provisions and deadlines set forth in this Section shall apply even if there are no objections to the Settlement.

2.42 ~~2.40~~ “Walmart” means Defendant Wal-Mart Stores, Inc. k/n/a Walmart Inc

2.43 ~~2.41~~ “Walmart’s Counsel” means Naomi Beer, Robert J. Herrington and Timothy J. Long of Greenberg Traurig, LLP.

2.44 ~~2.42~~ “Walmart Retail Location” means a Walmart Store, Supercenter or Neighborhood Market.

3. RECITALS

3.1 On September 13, 2017, Plaintiff James S. Evans filed a wage and hour putative class action entitled *James S. Evans v. Wal-Mart Stores, Inc.* in the Superior Court of the State of California, County of Los Angeles, Case No. BC675587, in which Plaintiff alleged five violations of the California Labor Code, including, among other provisions, alleged violations of California Labor Code Section 226, and the Unfair Competition Law. On October 18, 2017, Walmart removed the action to the District Court. Plaintiff filed the operative First Amended Complaint on November 20, 2017, which alleged six violations of the California Labor Code, including, among other provisions, California Labor Code Section 226, violation of the Unfair Competition Law, and a PAGA representative claim. (Dkt. 12.) With respect to the claim that Walmart violated Section 226 of the California Labor Code, Plaintiff plead numerous alleged violations, including, among other theories, the alleged failure to provide the opportunity to receive a paper wage statement. Plaintiff contends that the alleged failure to provide the opportunity to provide a paper wage statement is “tantamount to not providing any wage statement at all” and, as such, subsumes every conceivable theory of how Section 226 of the California Labor Code could have been violated. (Dkt. 194, Plaintiff’s Memorandum of Contentions of Facts and Law at 5:8-10.)

3.2 Walmart denied and continues to deny all of Plaintiff’s material allegations including, but not limited to, those made in the Complaint and the First Amended Complaint.

3.3 This Lawsuit has been heavily litigated for nearly four years, including exchange of written, document and deposition discovery and expert information, briefing and argument on motions for class certification, decertification and summary judgment and other pre-trial and trial preparation.

3.4 On December 7, 2020, the Parties participated in a private mediation with mediator Michelle Yoshida, Esq. of Phillips ADR and were unable to reach an agreement. The Parties continued to litigate the Lawsuit for four more months, including to prepare for an April 30, 2021 Final Pretrial Conference and a June 15, 2021 trial date. The Parties resumed negotiations a few days prior to the Final Pretrial Conference, and as a result of those negotiations, the Parties reached an agreement to resolve the Lawsuit as set forth in this Agreement.

3.5 The Settlement Class Representative and Settlement Class Counsel believe that the claims of the Settlement Class Members are meritorious. Settlement Class Counsel represent that they have conducted a thorough investigation into the facts of this case and have diligently pursued an

investigation of the Plaintiff and the Settlement Class Members' claims against Walmart, including, but not limited to: (i) reviewing and analyzing relevant documents, including policy documents and data produced by Walmart; (ii) researching the applicable substantive and procedural law and Walmart's potential defenses; (iii) conducting and defending depositions, including 30(b)(6) and expert depositions; (iv) interviewing, hiring and consulting with an expert; (v) interviewing several Walmart associates; (vi) advocating for the rights of the 200,000+ Settlement Class Members; (vii) briefing motion for class certification; (viii) obtaining approval for a notice plan and agreeing to retain and pay for the services of Phoenix Class Action Administration Solutions to implement the Court approved notice program following the District Court's grant of class certification; (ix) defending against Walmart's motions for partial summary judgment and to decertify the class; (x) attending a full-day mediation with an experienced and respected mediator and conducting additional follow up settlement discussions after the mediation; and (xi) preparing for the Final Pretrial Conference and trial. Based on their own independent investigation and evaluation, Settlement Class Counsel are of the opinion that the Settlement is fair, reasonable, and adequate and that the Settlement is in the best interests of the Settlement Class Members in light of all known facts and circumstances, including the risk of significant delay, the defenses asserted by Walmart, trial risk, and appellate risk.

3.6 Walmart denies liability or wrongdoing of any kind associated with the claims alleged and maintains that the claims are not appropriate for class-wide treatment under Rule 23 and that the Lawsuit is unmanageable as a class action or as a PAGA representative action. Walmart further asserts that it has complied with all applicable provisions of federal or state statutory and common law. Walmart also asserts that, even if the Court were to find it liable in this Lawsuit, Plaintiff will be unable to prove entitlement to damages or PAGA penalties. Walmart continues to adhere to all defenses and objections it raised throughout this Lawsuit.

3.7 The entry of the Final Judgment and Order of Dismissal in this Case shall dismiss the Lawsuit with prejudice. The Parties agree to cooperate and take all steps necessary and appropriate to obtain approval of this Settlement, to effectuate its terms, and, to the extent of the obligations set forth herein, to dismiss this Lawsuit against with prejudice.

3.8 Each of these Recitals is incorporated into this Agreement as if fully set forth herein.

4. CERTIFICATION OF SETTLEMENT CLASS

4.1 In order to implement the Settlement, Settlement Class Counsel shall request that the District Court certify the Settlement Class described in Section 2.33 of this Agreement pursuant to Federal Rule of Civil Procedure 23. The proposed Court order shall expressly provide that the Parties and Settlement Class Counsel agree that the certification of the Settlement Class is for settlement purposes in this Lawsuit only and for no other purpose.

4.2 Parties agree that if for any reason the District Court does not grant final approval of the Settlement, or if final approval is not granted following the appeal of any order by the District Court, or if for any reason the Settlement Effective Date does not occur, the certification of the Settlement Class for settlement purposes shall be deemed null, void, and unenforceable, and the provisions of Section 17 shall apply.

5. MONETARY TERMS OF SETTLEMENT

5.1 Subject to the other terms and conditions of this Agreement and subject to Court approval, Walmart agrees to pay the Class Settlement Amount of \$35,000,000. Other than with respect to CAFA notice as provided in Section 7 of this Agreement, this Class Settlement Amount is the maximum amount payable by Walmart under this Settlement and is inclusive of (i) Attorneys' Fees and Litigation Expenses awarded by the Court; (ii) Settlement Class Representative Payment approved by the Court; (iii) Notice and Administration Costs approved by the Court; (iv) the PAGA Payment Amount approved by the Court; (v) all payments to Settlement Class Members; and (vi) any other fees or expenses incurred in executing the terms of this Agreement as approved by the Court. Under no circumstances shall the amount to be paid by Walmart exceed the Class Settlement Amount.

5.2 The Class Settlement Amount shall be allocated as follows:

5.2.1 Attorneys' Fees and Litigation Expenses: Settlement Class Counsel will be entitled to request that, subject to Court approval, Settlement Class Counsel be awarded reasonable Attorneys' Fees and Litigation Expenses to be paid from the Class Settlement Amount. Walmart takes no position on the amounts to be sought by Settlement Class Counsel for an award of Attorneys' Fees and Litigation Expenses, but does not object to a reasonable award for Attorneys' Fees and Litigation

Expenses by the Court consistent with this Agreement. This Settlement is not contingent on the award of Attorneys' Fees and Litigation Expenses, and in the event that the Court does not approve the Attorneys' Fees and Litigation Expenses in the amount requested by Settlement Class Counsel, or in the event that the Court awards Attorneys' Fees and Litigation Expenses in an amount that is less than the amount requested by Settlement Class Counsel, any amounts not approved shall become part of the Net Settlement Amount for distribution to Settlement Class Members. Nothing in this Section or Agreement limits the rights of Settlement Class Counsel to appeal any decision by the Court regarding Attorneys' Fees and Litigation Expenses.

5.2.2 Settlement Class Representative Payment: Settlement Class Counsel will be entitled to request that, subject to Court approval, the Settlement Class Representative, James Evans, be paid a Settlement Class Representative Payment to compensate him for his services as a class representative to be paid from the Class Settlement Amount. The Settlement Class Representative Payment shall be in addition to any amount the Settlement Class Representative is entitled to receive under the Settlement. Walmart takes no position on the amount sought by Settlement Class Counsel as a Settlement Class Representative Award. This Settlement is not contingent on the approval of the Settlement Class Representative Payment, and in the event that the Court does not approve the requested Settlement Class Representative Payment, or in the event that the Court awards a Settlement Class Representative Payment in an amount that is less than the amount requested by Settlement Class Counsel, any amount not approved shall become part of the Net Settlement Amount for distribution to Settlement Class Members.

5.2.3 Notice and Administration Costs: All Notice and Administration Costs payable to the Settlement Administrator for providing notice and conducting other settlement administration duties as set forth in this Agreement shall be paid from the Class Settlement Amount. The Settlement Administrator shall provide an estimate for the Notice and

Administration costs, which shall be submitted for Court approval as part of the Motion for Preliminary Approval. The Parties agree that the actual Notice and Administration Cost shall not exceed that Court-approved figure unless the Court approves a request for additional Notice and Administration Costs. In the event that the actual Notice and Administration Costs are less than this estimate, any remaining Notice and Administration Costs shall be redistributed to Settlement Class Members, or if doing so is not feasible, Settlement Class Counsel and Walmart Counsel shall meet and confer as to options for the balance and shall submit a proposal for approval by the Court (though none of these remaining funds shall revert to Walmart).

- 5.2.4 **PAGA Payment Amount:** Subject to Court approval, the PAGA Payment Amount shall be \$375,000.00 which represents seventy-five percent (75%) of the total amount allocated of \$500,000.00, payable to the LWDA for its share of PAGA penalties.
- 5.2.5 **Net Settlement Amount:** The Net Settlement Amount shall be the amount remaining from the Class Settlement Amount after subtracting (i) the Attorneys' Fees and Litigation Expenses awarded by the Court; (ii) the Settlement Class Representative Payment awarded to the Settlement Class Representative by the Court; (iii) all Notice and Administration Costs approved by the Court; (iv) the PAGA Payment Amount approved by the Court; and (v) and any other fees or expenses incurred in connection with this settlement as approved by the Court (including, without limitation, taxes on interest, if any, earned by the QSF but excluding the costs of sending CAFA notice to be borne by Walmart as set forth in Section 7 of this Agreement). The Net Settlement Amount will be distributed as Individual Settlement Amounts to those Settlement Class Members who do not submit a timely Request to Opt Out. The Individual Settlement Amount for each such Settlement Class Member will be determined based on his or her proportional share of the Net Settlement Amount based on the total number of Applicable Pay Periods worked by each Settlement Class Member during the Settlement Class Period, provided, however, that Settlement

Class Members who, according to Walmart's records, who were furnished all of their wage statements as a detachable part of a paper check shall be allocated a proportionally lower amount than Settlement Class Members who were not furnished all of their wage statements as a detachable part of a paper check. With respect to determining the number of pay periods allocated to each Settlement Class Member, Walmart's records of Applicable Pay Periods shall control.

5.3 Each recipient of any monies paid in accordance with this Agreement is responsible for any taxes associated with the monies received by that recipient. The Settlement Class Representative, on behalf of himself and the Settlement Class Members, acknowledges and agrees that he has not relied upon any advice from Walmart or Settlement Class Counsel as to the taxability of the payments received pursuant to this Settlement Agreement. The QSF shall be responsible for issuing appropriate tax forms, if any, to Settlement Class Members.

6. NOTICE TO THE SETTLEMENT CLASS MEMBERS

6.1 The Settlement Administrator shall provide notice of the Settlement to Settlement Class Members as follows:

6.1.1 Within thirty (30) calendar days of the date on which the District Court enters an order granting preliminary approval of the Settlement, or on another date set by the Court, Walmart shall provide the Settlement Administrator with the Settlement Class List in the form of an Excel chart listing the names, last known addresses and telephone numbers of the Settlement Class Members, as that information exists in Walmart's records. On request of the Settlement Administrator, Walmart will separately provide Social Security Numbers to the Settlement Administrator only to the extent needed for purposes of notice and administration, such as to locate updated addresses for Notices that are returned as undeliverable and to process settlement payments to Settlement Class Members.

6.1.2 Within twenty (20) calendar days of the date on which the Settlement Administrator receives the Settlement Class List from Walmart, or on

another date set by the Court (the “Notice Date”), using the data provided by Walmart in the Settlement Class List, the Settlement Administrator will send the Postcard Notice to each Settlement Class Member. Prior to mailing the Postcard Notice, the Settlement Administrator shall attempt to confirm the accuracy of the addresses through the United States Post Office’s National Change of Address database and shall mail the Postcard Notice to any updated address obtained therefrom.

6.1.3 The Notice Period for all Settlement Class Members shall be forty-five (45) days from the Notice Date.

6.1.4 If any Postcard Notice is returned as undeliverable, the Settlement Administrator shall promptly attempt to locate such Settlement Class Member through an electronic search using the Social Security number and/or former address of that person and shall promptly mail an additional Postcard Notice to each such person.

6.1.5 Notice shall be sent by way of a postcard that will contain an URL to a web site to be established and maintained by the Settlement Administrator that will provide information regarding the Settlement including copies of a Long Form Notice and other information about the Settlement. The Postcard Notice shall include basic information including a summary of the settlement, a description of who is a class member, identifying Class Counsel, and instructions on how to proceed substantially in the form attached as **Exhibit A**. The Long Form Notice shall contain additional details regarding the Settlement and shall be substantially in the form attached as **Exhibit B**.

7. CLASS ACTION FAIRNESS ACT NOTICE

7.1 Walmart shall provide CAFA Notice regarding this Settlement to the appropriate governmental authorities in accordance with the Class Action Fairness Act (“CAFA”). Walmart shall pay for the cost of providing the CAFA Notice separate from and in addition to the Class Settlement Amount.

8. OPT-OUT PROCESS

8.1 A Settlement Class Member who wishes to exclude herself or himself from this Settlement and from the release of claims pursuant to this Settlement shall submit a timely and valid Request to Opt Out. To be timely, the Parties will propose to the District Court that the Request to Opt Out must be filed with the Settlement Administrator within forty-five (45) days after the Notice Date. To be

valid, the Request to Opt Out shall (1) contain the words “I wish to be excluded from the Settlement Class in James Evans v. Walmart” or similar language; (2) contain the Settlement Class Member’s name and other information to confirm employment at Walmart and other requirements for membership in the Settlement Class and (3) be signed and dated.

8.2 A Settlement Class Member who submits a timely Request to Opt Out is not eligible to recover a share of the Net Settlement Amount. The Settlement Administrator shall maintain a list of persons who have sent Requests to Opt Out and shall provide such list to Walmart’s Counsel and Settlement Class Counsel upon request. The Settlement Administrator shall retain the originals of all Requests to Opt Out (including the envelopes with the postmarks) received from Settlement Class Members and shall provide copies of all Requests to Opt Out to Walmart’s Counsel and Settlement Class Counsel within three (3) business days of receipt. Walmart retains the right to assert any and all defenses to the claims of persons who opt out from this Settlement. If required by the Court, Settlement Class Counsel shall file the Requests to Opt Out with the Court in advance of or in conjunction with the motion for final approval of the Settlement (or at another date set by the District Court), with any sensitive personal information redacted.

9. OBJECTION PROCESS

9.1 A Settlement Class Member who wishes to object to the Settlement must timely submit to the Settlement Administrator or the Court a valid objection, in writing, on or before forty-five (45) days after the Notice Date. To be considered timely, the objection must be postmarked or otherwise received by the Settlement Administrator or the Court on or before the deadline. To be considered valid, the Parties will propose to the District Court that an objection must (1) be from a Settlement Class Member, (2) be in writing and contain the words “I object to the Settlement in James Evans v. Walmart,” or similar language (3) include the objector’s name, address, and other information necessary to confirm employment at Walmart and other requirements for membership in the Settlement Class, and (4) be signed and dated. The Parties will propose to the District Court that the objection must state the basis for the objection, including why the objector believes the Settlement is not in the best interests of the Settlement Class Members, along with any and all documents that support the objection. The objection must also state whether or not the objector intends to appear at the final approval hearing. Additional instructions regarding how to object to the

Settlement shall be contained in the Notice. A Settlement Class Member who submits a Request to Opt Out is not eligible to object to the Settlement.

9.2 The Settlement Administrator shall maintain a list of persons who have filed objections and shall provide such list to Walmart's Counsel and/or Settlement Class Counsel upon request. To the extent that Objections are sent to the Settlement Administrator, the Settlement Administrator shall retain the originals of all objections (including the envelopes with the postmarks) received from Settlement Class Members, and shall provide copies of all objections to Walmart's Counsel and Settlement Class Counsel within three (3) business days of receipt. Settlement Class Counsel shall file the Objections with the Court in advance of or in conjunction with the motion for final approval of the Settlement (or at another date set by the District Court), with any sensitive personal information redacted.

9.3 Subject to the approval of the Court, Settlement Class Members who do not file and serve timely and valid written objections in accordance with the procedures set forth in this Agreement and the Notice shall be deemed to have waived any objections to the Settlement and shall forever be foreclosed from making any objection (whether by appeal or otherwise) to any aspect of the Settlement, including, without limitation, the fairness, reasonableness, or adequacy of the proposed Settlement or the Court's award of Attorneys' Fees and Litigation Expenses and a Settlement Class Representative Payment.

10.FUNDING AND DISTRIBUTION PROCESS

10.1 The Class Settlement Amount shall be funded through a QSF in accordance with this Agreement. The timing of the payments by Walmart to the QSF are as follows:

10.1.1 Within twenty (20) business days following the District Court's grant of preliminary approval, or within twenty (20) business days following receipt by Walmart of the information needed to transfer funds to the QSF (including wire transfer instructions and W9 for the QSF), whichever is later, Walmart shall transfer the Notice and Administration Costs to the QSF. In the event that the Settlement Effective Date does not occur, any amounts not

actually used by the Settlement Administrator for Notice and Administration Costs shall be refunded to Walmart.

10.1.2 Within twenty (20) business days following the Settlement Effective Date, Walmart shall transfer the balance of the Class Settlement Amount to the QSF.

10.2 The Settlement Administrator will distribute the money in the QSF by making the following payments:

10.2.1 Paying the amount awarded by the Court for Attorneys' Fees and Litigation Expenses within three (3) business days after the receipt of the funds transferred to the QSF by Walmart pursuant to Section 10.1.2.

10.2.2 Paying the amount awarded by the Court for the Settlement Class Representative Payment to the Settlement Class Representative within three (3) business days after the receipt of the funds transferred to the QSF by Walmart pursuant to Section 10.1.2.

10.2.3 Paying the amount awarded by the Court for the PAGA Penalty Payment to the LWDA within three (3) business days after the receipt of funds transferred to the QSF by Walmart pursuant to Section 10.1.2.

10.2.4 Paying the Individual Settlement Amounts from the from the Net Settlement Amount to Settlement Class Members within thirty (30) days of the funds transferred to the QSF by Walmart pursuant to Section 10.1.2.

10.3 Settlement Class Members will have ninety days (90) days from the date the settlement checks are mailed to cash their settlement checks. Thirty (30) days prior to the close of the one-hundred and eighty (90) day period, the Settlement Administrator will send a reminder postcard to those Settlement Class Members who have not cashed their settlement checks.

10.4 At the expiration of the period for redeeming final payments as set forth in Section 10.3, the Settlement Administrator shall advise Walmart's Counsel and Settlement Class Counsel what amount, if any, remains in the QSF.

Unless otherwise provided by law, any uncashed settlement checks shall be delivered to the California State Controller's Office pursuant to the California Unclaimed Property Law in the name of the Settlement Class Member.

11. QUALIFIED SETTLEMENT FUND

11.1 As required under this Agreement, Walmart shall transfer the Class Settlement Amount to a fund, account or trust constituting a Qualified Settlement Fund ("QSF"), to be held as a separate trust as described in Treasury Regulation § 1.468B-1, 26 C.F.R. § 1.468B-1. The Settlement Administrator, in coordination with Settlement Class Counsel and Walmart, shall take such steps as shall be necessary to create and qualify the QSF under §468B of the Internal Revenue Code, 26 U.S.C. §468B, and the regulations promulgated pursuant thereto. Walmart shall be considered the "transferor" within the meaning of Treasury Regulation § 1.468B-1(d)(1). The Settlement Administrator shall be the "administrator" within the meaning of Treasury Regulation § 1.468B-2(k)(3). The Parties shall cooperate in securing an order of the Court to establish the QSF in accordance with the terms hereof in conjunction with its preliminary approval of the Settlement and Notice as described in this Agreement. The Court shall retain jurisdiction over the administration of the QSF. Walmart shall supply to the Settlement Administrator and to the Internal Revenue Service the statement described in Treasury Regulation § 1.468B-3(e)(2) no later than February 15th of the year following each calendar year in which Walmart makes a transfer to the QSF. It is intended that the transfers to the QSF will satisfy the "all events test" and the "economic performance" requirement of § 461(h)(1) of the Internal Revenue Code, and Treasury Regulation § 1.461-1(a)(2). Accordingly, Walmart shall not include the income of the QSF in its income. Rather, the QSF shall be taxed on its modified gross income, excluding the sums transferred to it, and shall make payment of resulting taxes from its own funds. In computing the QSF's modified gross income, deductions shall be allowed for its administrative costs and other deductible expenses incurred in connection with the operation of the QSF, including, without limitation, state and local taxes and legal, accounting, and other fees relating to the operation of the QSF.

11.2 Upon establishment of the QSF, the Settlement Administrator shall apply for an employer identification number for the QSF utilizing Internal Revenue Service Form SS-4 and in accordance with Treasury Regulation § 1.468B-2(k)(4)

11.3 If requested by either Walmart or the Settlement Administrator, the Settlement Administrator, the QSF, and Walmart shall fully cooperate in filing a relation-back election under Treasury Regulation § 1.468B-1(U)(2) to treat the QSF as coming into existence as a settlement fund as of the earliest possible date.

11.4 Following its deposits as described in Section 10 of this Agreement, and other than as specifically set forth herein, Walmart shall have no financial obligation or liability whatsoever with respect to the notifications to the Class required hereunder, the processing of Claims and Opt-Out Letters, the allowance or disallowance of claims by Claimants, payments to Settlement Class Counsel, investment of QSF funds, payment of federal, state, and local income, employment, unemployment, excise, and other taxes imposed on the QSF or its disbursements, or payment of the administrative, legal, accounting, or other costs occasioned by the use or administration of the QSF, since it is agreed that such deposits shall fully discharge Walmart's obligations to Claimants and Settlement Class Counsel and for expenses of administration in respect to the disposition of the Class Settlement Amount hereunder. Rather, the Settlement Administrator, with oversight by Settlement Class Counsel, shall have sole authority and responsibility for the administration of such funds and income thereon, disbursement to Claimants and Settlement Class Counsel, and payment of taxes and administrative costs in accordance with the provisions hereof, subject only to the rights of Walmart or Settlement Class Counsel to seek redress for any breach of the terms hereof.

11.5 The Settlement Administrator shall cause to be filed, on behalf of the QSF, all required federal, state, and local tax returns, information returns and tax withholdings statements in accordance with the provisions of Treasury Regulation §1.468B-2(k)(l) and Treasury Regulation §1.468B-2(1)(2)(ii). The Settlement Administrator may, at the expense of the QSF, and with the approval of Settlement Class Counsel, retain legal counsel and an independent, certified public accountant to consult with and advise the Settlement Administrator or the QSF with respect to the preparation and filing of such materials and the federal, state and local tax compliance of the QSF. Either Walmart independently or the Settlement Administrator (with the approval of Settlement Class Counsel), independently or jointly, may, but are not required to, apply to the Internal Revenue Service and/or any applicable state taxing authority for an advance ruling as to any issue pertinent to the qualification of the QSF under Internal Revenue Code § 468B and Treasury Regulations promulgated thereunder, its tax status under applicable state law, and/or its tax payment, reporting, and withholding duties, so long as Walmart and the remaining Parties are reasonably

satisfied that such application and ruling will not compromise the confidentiality of settlement evidenced herein as required by this Agreement. Subject to any contrary holdings in any such ruling, Settlement Class Members shall be responsible for payment of appropriate federal, state, and local income taxes on any claim paid out pursuant to this Agreement. The Parties agree that no portion of any distributions from the QSF to the Settlement Class Members is made in satisfaction of any excluded liability as described in Treasury Regulation § 1.468B-1(g) related to Qualified Settlement Funds.

11.6 The taxable year of the QSF shall be the calendar year in accordance with Treasury Regulation §1.468B-2(i). The QSF shall utilize the accrual method of accounting within the meaning of § 446(c) of the Internal Revenue Code.

11.7 Based on the Settlement Administrator's recommendation and with the approval by Walmart and Settlement Class Counsel, the QSF may be invested in United States Treasury bills, money market funds primarily invested in the same, or certificates of deposit (CDs), provided that such portions of the QSF as may reasonably be required to pay current QSF administrative expenses, taxes or disbursements to Claimants or Settlement Class Counsel may be deposited in bank accounts which are federally insured to the greatest extent practicable. All federal, state, and local taxes imposed with respect to income earned by, or property of, the QSF, shall be paid from the QSF.

11.8 With the approval of Walmart and Settlement Class Counsel, the Settlement Administrator may amend, either in whole or in part, any administrative provision of this Section or the trust instrument through which the QSF is established to maintain the qualification of the QSF pursuant to the above-described authorities provided that the rights and liabilities of the Parties hereto and the Class are not altered thereby in any material respect.

12.COMPREHENSIVE WAIVER, RELEASE, AND DISMISSAL

12.1 Subject to final approval by the Court of the Settlement, and for good and valuable consideration set forth herein, the receipt and sufficiency of which is hereby acknowledged, all Releasing Settlement Class Members do hereby irrevocably release, acquit, and forever discharge all of the Releasees of and from any and all actual or potential claims, rights, demands, charges, complaints, causes of action, obligations, damages, penalties, debts, costs and expenses (other than those payments, costs, and expenses required to be paid pursuant to this

Agreement), liens, or liabilities of any and every kind, that ~~were asserted in the Lawsuit, or that could have been asserted but were not asserted~~reasonably arise out of the same set of operative facts plead in the Complaint or First Amended Complaint in the Lawsuit, or that are reasonably related to the allegations in the Complaint or First Amended Complaint in the Lawsuit, ~~that arise out of~~with respect to claims that Walmart violated Section 226 of the Labor Code, whether known or unknown, whether such allegations were or could have been based on common law or equity, or on any statute, rule, regulation, order, or law, whether federal, state, or local and whether for damages, wages, penalties or injunctive or any other kind of relief (“the Released Claims”).

12.2 Subject to final approval by the Court of the Settlement, and for good and valuable consideration set forth herein, the receipt and sufficiency of which is hereby acknowledged, and in addition to the release given as a Settlement Class Member, Plaintiff for himself and Plaintiff’s representatives, heirs, executors, administrators, successors and assigns, fully, finally, and forever releases and discharges the Releasees from all claims, demands, actions, causes of action, suits, damages, penalties, losses, and expenses, of any and every nature whatsoever, known or unknown, as a result of actions or omissions by Releasees, including, without limitation claims for unpaid wages, unlawful discrimination, harassment, or failure to accommodate and any other claims related to the terms and conditions of employment including under Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Fair Labor Standards Act, the National Labor Relations Act, the California Fair Employment and Housing Act, the California Wage and Hour Laws and the California Private Attorneys’ General Act and any amendments to the foregoing, or any other federal, state or local statute, rule, ordinance, or regulation, as well as any claims in equity or under common law for tort, contract or wrongful discharge, provided, however, that nothing in this Release is intended to be a waiver by Plaintiff of claims Plaintiff may have against the Releasees (a) for unemployment or workers’ compensation benefits, (b) for vested rights under ERISA-covered employee benefit plans as applicable on the date Plaintiff signs this Agreement, or (c) claims that cannot be released by private agreement. Plaintiff understands that subject to the foregoing this is otherwise a full and final release covering all unknown and unanticipated injuries, debts, claims or damages which may have arisen, or may arise, in connection with any act or omission by Releasees, prior to the date of execution of the Agreement.

12.3 The Parties agree that this Settlement Agreement shall not be used as a defense in any manner in the matter of *Magadia v. Wal-Mart Associates, Inc. et*

al., United States District Court, Northern District of California Case No. 5:17-cv-00062-LHK

12.4 The Parties acknowledge that this Settlement, including the releases provided in this Section, reflects a compromise of disputed claims.

12.5 As part of the motion for final approval, Settlement Class Counsel shall request that the Court enter Final Judgment and Final Approval Order, which shall dismiss the Lawsuit with prejudice, and release the Released Claims as described above, with the exception of any claims that might be retained by Settlement Class Members who exclude themselves from the Settlement, if any. Walmart shall retain any existing defenses to such excluded claims. The Parties agree to cooperate and take all steps necessary and appropriate to obtain preliminary and final approval of this Settlement, to effectuate its terms, and, to the extent of the obligations set forth in this Agreement, to dismiss this Lawsuit with prejudice. The form of Final Judgment and Final Approval Order agreed to by the Parties, subject to Court approval, is attached as **Exhibit C**.

13.DUTIES OF THE PARTIES WITH RESPECT TO OBTAINING PRELIMINARY COURT APPROVAL OF THE SETTLEMENT

13.1 Settlement Class Counsel shall file this Agreement with the District Court as part of the motion for preliminary approval and shall apply to the District Court for the entry of an order granting preliminary approval of the Settlement Agreement substantially in the following form:

13.1.1 Granting preliminary approval to the Settlement Agreement;

13.1.2 Approving as to form and content the proposed Notices and Notice Plan;

13.1.3 Scheduling a final fairness hearing on the question of whether the proposed Settlement should be finally approved as fair, reasonable, and adequate as to the Settlement Class Members, to be held no sooner than 90 days after the date of the Preliminary Approval Order;

13.1.4 Appointing Shaun Setareh, Esq, and William M. Pao, Esq of Setareh Law Group and Stan Saltzman of Marlin & Saltzman, LLP as Settlement Class Counsel;

13.1.5 Approving James S. Evans as the Settlement Class Representative;

13.1.6 Approving Phoenix Settlement Administrator as the Settlement Administrator;

13.1.7 Approving the QSF; and

13.1.8 Setting dates for each of the following: (a) a deadline by which Settlement Class Members must object to the Settlement; (b) a deadline by which Settlement Class Members must Request to Opt Out of the Settlement; (c) a deadline to file motion for final approval of the Settlement, Settlement Class Counsel's motion for an award of Attorneys' Fees and Litigation Expenses and any Settlement Class Representative Payment, and (d) a date for the final fairness hearing.

13.2 Walmart shall cooperate with Settlement Class Counsel as necessary to obtain preliminary approval.

13.3 The Parties shall continue to take any steps necessary to stay any pending proceedings so as to preserve the status quo in the event that the Settlement Effective Date does not occur.

14. DUTIES OF THE PARTIES FOLLOWING PRELIMINARY COURT APPROVAL

14.1 Following preliminary approval by the District Court of the Settlement, and no later than forty-five (45) days prior to the final fairness hearing or on another date set by the Court, Settlement Class Counsel will submit a motion for final approval, which shall include a proposed Final Judgment and Final Approval Order substantially in the form attached hereto as **Exhibit C**. The proposed Final Judgment and Final Approval Order shall:

14.1.1 Grant final approval to the Settlement, adjudging the terms thereof to be fair, reasonable, and adequate, and directing consummation of its terms and provisions;

14.1.2 Determine Settlement Class Counsel's application for Attorneys' Fees and Litigation Expenses;

14.1.3 Decide any Settlement Class Representative Payment to the Settlement Class Representative;

14.1.4 Dismiss this Lawsuit as between the Releasing Settlement Class Members on the one hand, and Walmart on the other hand, with prejudice, and permanently bar the Releasing Settlement Class Members from further prosecuting any of the Released Claims, subject to the Court's continuing jurisdiction.

14.1.5 Provide that the District Court shall retain continuing jurisdiction over this action with regard to (a) implementation of this Settlement Agreement, (b) disposition of the QSF, and (c) enforcement and administration of this Settlement Agreement.

14.2 Walmart shall cooperate with Settlement Class Counsel as necessary to obtain final approval and the dismissal of the Lawsuit.

15.MUTUAL FULL COOPERATION

15.1 The Parties agree to cooperate fully with each other to accomplish the terms of this Settlement, including but not limited to execution of all necessary documents, and to take such other action as may reasonably be necessary to implement the terms of this Settlement. The Parties shall use their best efforts, including all efforts contemplated by this Settlement and any other efforts that may become necessary by order of the Court or otherwise, to effectuate the terms of this Settlement. As soon as practicable after execution of this Settlement, Settlement Class Counsel shall, with the assistance and cooperation of Walmart and its counsel, take all necessary steps to secure the Court's Final Judgment.

16.STATEMENT OF NO ADMISSION

16.1 Nothing contained in this Agreement shall be construed or deemed an admission of liability, culpability, or wrongdoing on the part of Walmart. Walmart further denies liability for any alleged wrongdoing, expressly denies liability for the claims asserted, and denies and does not admit any of the pleaded facts not admitted in the Lawsuit. Walmart further disagrees that a class in this Lawsuit is appropriate or authorized under law, other than for purposes of effectuating this Settlement. Nor shall this Agreement constitute an admission by Walmart as to

any interpretation of laws or as to the merits, validity, or accuracy of any claims made against it in the Lawsuit. Likewise, nothing in this Agreement shall be construed or deemed an admission by Plaintiff or the Settlement Class with regards to the validity of any of Walmart's defenses or affirmative defenses. Each of the Parties has entered into this Settlement with the intention to avoid further disputes and litigation with the attendant inconvenience and expenses.

16.2 The Parties further agree that this Agreement and all of its Exhibits, any Opt Out Requests or Objections, the Court's actions (including Court orders) related to this Settlement, and all other statements, discussions, negotiations, actions, documents or items (including argument of counsel) undertaken by anyone relating to this Settlement are settlement communications or documents and, as such, they: (a) do not constitute, are not intended to constitute, and will not be deemed to constitute an admission by Defendant as to any violation of any federal, state, or local law, statute, ordinance, regulation, rule, or executive order, or any obligation or duty at law or in equity; and (b) shall not be admissible in evidence and shall not be used for any purpose in this Lawsuit or in any other judicial, arbitral, administrative, investigative, or other court, tribunal, forum, or proceeding, or any other litigation against Defendant for any purpose, including as evidence of any admission by Defendant of any liability with respect to any claim for damages or other relief, or of the appropriateness of class certification or any element thereof, except in an action or proceeding to approve, interpret, or enforce the terms of this Agreement, including the Release.

17.VOIDING THE AGREEMENT

17.1 Except with respect to the provisions of Section 17.2, in the event that this Settlement is not finally approved, or if for any reason the Settlement Effective Date does not occur, the Settlement and this Agreement shall be deemed null, void, and unenforceable and each Party shall retain all of its respective rights as they existed as of the date notice of the Settlement was first provided to the Court, and neither this Agreement, nor any of its accompanying Exhibits or any orders entered by the Court in connection with this Agreement, shall be admissible or used for any purpose in any subsequent proceedings in this Lawsuit or in any other judicial, arbitral, administrative, investigative, or other court, tribunal, forum, or other proceeding, including any workers' compensation action. Provided, however, Walmart shall not be reimbursed for any monies reasonably spent by the Settlement Administrator, or reasonably owed to the Settlement Administrator but not yet paid, for Notice and Administration Costs.

17.2 In the event that the Court does not approve the Attorneys' Fees and Litigation Expenses or the Settlement Class Representative Payment in the amount requested by Settlement Class Counsel, or in the event that the Attorneys' Fees and Litigation Expenses or Settlement Class Representative Payment requested by Settlement Class Counsel is reduced or the Court modifies any of the deadlines or other dates set forth in this Agreement, such findings or orders shall not be a basis for rendering the entire Settlement Agreement null, void, or unenforceable. Settlement Class Counsel retain their right to appeal any decision or order by the Court regarding the Attorneys' Fees and Litigation Expenses.

18. SIGNATORIES' AUTHORITY

18.1 The respective signatories to this Agreement each represent that they are fully authorized to enter into this Settlement on behalf of the respective Parties for submission to the Court for preliminary and final approval.

19. NO PRIOR ASSIGNMENTS

19.1 The Parties represent, covenant, and warrant that they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right released and discharged in this Settlement.

20. NOTICES

20.1 ~~20.1~~—Unless otherwise specifically provided herein, all notices, demands, or other communications given hereunder shall be in writing and shall be deemed to have been duly given: (i) on the date given, if given by hand delivery; (ii) within one (1) business day, if sent by overnight delivery services such as Federal Express or similar courier; (iii) on the third business day after mailing by United States registered or certified mail, return receipt requested, or (iv) on the day received for delivery by e-mail. All notices given under this Agreement shall be addressed as follows:

~~21.1.1~~ To the Class:
Shaun Setareh, Esq.

William M. Pao, Esq.
SETAREH LAW GROUP
9665 Wilshire Blvd., Suite 430
Beverly Hills, CA 90212
Telephone: 310-888-7771
Fax: 310-888-0109
Email: shaun@setarehlaw.com; william@setarehlaw.com

Stanley D. Saltzman, Esq.
MARLIN & SALTZMAN, LLP
29800 Agoura Road, Suite 210
Agoura Hills, California 91301
(818) 991-8080

21.1.2

To Walmart:
Naomi G. Beer
GREENBERG TRAURIG, LLP
1144 15th Street, Suite 3300
Denver, Colorado 80202
Telephone: (303) 572-6500
Fax: (303) 572-6540
Email: BeerN@gtlaw.com

21. CONFIDENTIALITY

21.1 Subject to the provisions of Section 22, the negotiations related to this Agreement (including negotiations related to the drafting of this Agreement and any negotiations prior to preliminary approval or between the time of preliminary and final approval) will remain strictly confidential and shall not be discussed with anyone other than the Settlement Class Representative and Walmart, their immediate family, their retained attorneys, their accountants and financial institutions or tax advisers, their retained consultants, and the Court, unless otherwise agreed to by Settlement Class Counsel and Walmart or unless otherwise ordered by the Court. Notwithstanding the other provisions of this Section, Walmart may disclose the Settlement in filings that it is required to make with the Securities and Exchange Commission, including 10-Q and 10-K filings, or in other disclosures to investors.

22. MEDIA

22.1 The Parties shall agree to language to be used in the event of inquiries from the media regarding this Settlement. Neither the Parties nor their counsel shall contact the media regarding this Settlement. In the event that the Parties or their counsel receive inquiries from the media regarding this Settlement, they shall refer such inquiries to the agreed statement and shall not make any other statements to the media regarding this Settlement.

23. DOCUMENTS AND DISCOVERY

23.1 The destruction or return of documents and discovery shall be governed by the Confidentiality Agreement that the Parties entered into by the Parties on March 20, 2019, except that Settlement Class Counsel will be entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials would otherwise be required to be destroyed under the Confidentiality Agreement.

24. MISCELLANEOUS PROVISIONS

24.1 Construction. The Parties agree that the terms and conditions of this Settlement are the result of lengthy, intensive arms-length negotiations between the Parties and their counsel and that this Settlement shall not be construed in favor of or against any Party by reason of the extent to which any Party or her or his counsel participated in the drafting of this Settlement.

24.2 Captions and Interpretations. Paragraph titles or captions contained in this Agreement are a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement or any provision of this Agreement. Each term of this Agreement is contractual and not merely a recital.

24.3 Dates. All dates for events provided in this Agreement based on a number of calendar days, unless the date is expressed in terms of “business days,” which in the case of business days shall be calculated using the same approach as calculating days under Rule 6 of the Federal Rules of Civil Procedure.

24.4 Modification. This Agreement may not be changed, altered, or modified, except in a writing signed by Walmart and Settlement Class Counsel and will not be effective unless approved by the Court. Notwithstanding the foregoing, the Parties agree that any dates contained in this Agreement may be modified by agreement of Walmart and Settlement Class Counsel without Court

approval except to the extent that the Court has established a specific hearing date or deadline for filing any motions required by this Settlement. This Settlement may not be discharged except by performance in accordance with its terms or by a writing signed by the Walmart and Settlement Class Counsel.

24.5 Integration Clause. This Agreement, the Exhibits hereto, and any other documents delivered pursuant hereto contain the entire agreement between the Parties relating to the resolution of the Lawsuit, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged in this Agreement. No rights under this Settlement may be waived except in writing and signed by the Party against whom such waiver is to be enforced (and in the case of Plaintiff or the Class, by Settlement Class Counsel).

24.6 Binding on Assigns. This Settlement shall be binding upon, and inure to the benefit of, the Releasing Settlement Class Members and Walmart and their respective heirs, trustees, executors, administrators, successors, and assigns.

24.7 Counterparts. This Agreement may be executed by facsimile signature and in any number of counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one and the same Agreement, which shall be binding upon and effective as to all Parties.

24.8 Applicable Law. This Agreement shall be governed by California law without regard to its choice of law or conflicts of law principles or provisions.

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IN WITNESS WHEREOF, Plaintiff and Defendant and their respective undersigned counsel have executed this Settlement Agreement as of the date(s) indicated on the lines below.

Dated: _____ PLAINTIFF JAMES S. EVANS

By: _____
JAMES S. EVANS

Dated: _____ DEFENDANT WALMART INC.

By: _____

_____,
ON BEHALF OF DEFENDANT
WALMART INC.

APPROVED AS TO FORM AND CONTENT ON BEHALF OF THE NAMED PLAINTIFF AND AS A SUBSTANTIVE RECOMMENDATION TO THE COURT ON BEHALF OF THE AGGRIEVED EMPLOYEES:

Dated: _____ SETAREH LAW GROUP

By: _____
Shaun Setareh
Counsel for Plaintiff and Settlement
Class Counsel

Dated: _____

MARLIN & SALTZMAN, LLP

By: _____

Stan Saltzman
Counsel for Plaintiff and Settlement
Class Counsel

APPROVED AS TO FORM AND CONTENT

Dated: _____


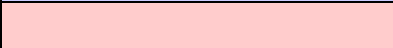
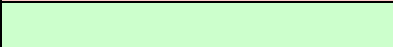
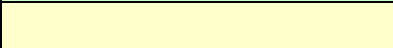

GREENBERG TRAURIG, LLP

By: _____

Naomi Beer
Counsel for Defendant
Walmart Inc.

Document comparison by Workshare Compare on Wednesday, May 18, 2022
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Description	WALMART -- 2021 09-03 Settlement Agreement - FINAL FINAL CLEAN FOR SIGNATURE
Document 2 ID	1
Description	#64952241v1<ACTIVE> - Revised Settlement Agreement
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Moved from	
Moved to	
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Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	56
Deletions	51
Moved from	0
Moved to	0
Style changes	0
Format changes	0
Total changes	107

EXHIBIT 3

6:25 PM

10/17/22

Accrual Basis

Law Office of Shaun Setareh, APC
Find Report
All Transactions

Date	Name	Memo	Account	Class	Amount
10/17/2022		copies	Wal-Mart (EVANS)		3,667.75
08/19/2022	Investigative Resources, Inc.	IRI #: 22-0620.5	Wal-Mart (EVANS)		213.40
08/03/2022	Veritext Legal Solutions	Inv. # 4872143, case # 2:17CV07641	Wal-Mart (EVANS)		1,952.45
06/30/2022	PACER	Inv. # 2957234-Q22022	Wal-Mart (EVANS)		0.10
06/10/2022	FedEx	Inv.# 7-784-17384, 6/10/22	Wal-Mart (EVANS)		24.62
12/31/2021	PACER	Inv. # 2957234-Q42021	Wal-Mart (EVANS)		0.80
12/31/2021	Thomson Reuters-West	10.05	Wal-Mart (EVANS)		159.00
12/31/2021	Thomson Reuters-West	23.45	Wal-Mart (EVANS)		371.00
11/19/2021	JTC Corporation LLC	Inv. # 211105	Wal-Mart (EVANS)		1,350.00
10/31/2021	Thomson Reuters-West	11.61	Wal-Mart (EVANS)		425.00
10/21/2021	Unicort Inc.		Wal-Mart (EVANS)		12.30
10/21/2021	Unicort Inc.		Wal-Mart (EVANS)		25.80
10/21/2021	Unicort Inc.		Wal-Mart (EVANS)		3.80
10/21/2021	Unicort Inc.		Wal-Mart (EVANS)		8.80
10/21/2021	Unicort Inc.		Wal-Mart (EVANS)		20.80
09/30/2021	PACER	Inv. # 2957234-Q32021	Wal-Mart (EVANS)		8.40
08/31/2021	Thomson Reuters-West	21.71	Wal-Mart (EVANS)		1,577.00
08/06/2021	Phoenix Settlement Administrators	Inv. # EVANS v WalMart Certification Notice	Wal-Mart (EVANS)		84,573.37
07/31/2021	Thomson Reuters-West	23.70	Wal-Mart (EVANS)		1,016.00
05/14/2021	JTC Corporation LLC	Inv. # 210412	Wal-Mart (EVANS)		0.00
04/21/2021	JTC Corporation LLC	Inv. # 210405	Wal-Mart (EVANS)		850.00
02/28/2021	Thomson Reuters-West	28.80	Wal-Mart (EVANS)		1,223.00
02/26/2021	Berger Consulting Group LLC	Inv. # 3761	Wal-Mart (EVANS)		787.50
12/17/2020	JTC Corporation LLC	Inv. # 201206	Wal-Mart (EVANS)		2,070.00
11/30/2020	Thomson Reuters-West	96.64	Wal-Mart (EVANS)		2,317.00
11/01/2020	Phillips ADR Enterprises, P.C.	Inv. # 18889, 12/7/20	Wal-Mart (EVANS)		7,500.00
09/30/2020	PACER	Inv. # 2957234-Q32020	Wal-Mart (EVANS)		6.10
08/10/2020	CHIA MEI JUI, CSR 3287, CCRR, FCRR	Case # 2:17-cv-07641	Wal-Mart (EVANS)		96.00
07/31/2020	Thomson Reuters-West	51.91	Wal-Mart (EVANS)		1,910.00
07/29/2020	JTC Corporation LLC	Inv.# 200012	Wal-Mart (EVANS)		8,861.50
07/29/2020	SRS Premier Realtime	Inv. # 107475	Wal-Mart (EVANS)		658.00
06/30/2020	PACER	Inv. # 2957234-Q22020	Wal-Mart (EVANS)		0.10
03/31/2020	FedEx	Inv.# 6-963-62286, 3/20/20	Wal-Mart (EVANS)		39.75
03/31/2020	PACER	acc # 2957234	Wal-Mart (EVANS)		1.50
03/20/2020	JTC Corporation LLC	Inv. # 200302	Wal-Mart (EVANS)		1,050.00
03/18/2020	One Legal LLC	Sales Order # 14568391, Case#2:17-CV-07641-AB-KK	Wal-Mart (EVANS)		38.75
03/01/2020	Online Legal Couriers	Inv.# 20664, case # CV-17-7641AB	Wal-Mart (EVANS)		67.15
02/29/2020	Thomson Reuters-West	166.67	Wal-Mart (EVANS)		6,502.00
02/19/2020	Barkley Court Reporters	Inv.# 540974	Wal-Mart (EVANS)		1,463.20
02/05/2020	Lyft		Wal-Mart (EVANS)		28.19
02/04/2020	Uber Technologie		Wal-Mart (EVANS)		49.63
02/04/2020	Lyft		Wal-Mart (EVANS)		15.81
02/04/2020	Smokewood Amerbentonville		Wal-Mart (EVANS)		20.64
02/03/2020	Courtyard by Marriott	William Pao, 2/3/20	Wal-Mart (EVANS)		262.09
02/03/2020	Lyft		Wal-Mart (EVANS)		23.31
02/03/2020	Lyft		Wal-Mart (EVANS)		36.23
01/31/2020	Thomson Reuters-West	98.60	Wal-Mart (EVANS)		2,385.00
01/31/2020	Southwest Air	Conf##MH8MPI, William Pao, 2/4/20	Wal-Mart (EVANS)		254.36
01/31/2020	American Airlines	Conf # LHUSID, William Pao, 2/4/20	Wal-Mart (EVANS)		1,205.60
01/31/2020	American Airlines	Conf # LHUSID, William Pao, 2/4/20	Wal-Mart (EVANS)		22.10
01/23/2020	CHIA MEI JUI, CSR 3287, CCRR, FCRR	Case # 2:17-cv-07641	Wal-Mart (EVANS)		19.80
01/21/2020	One Legal LLC	Sales Order # 14300277, Case#2:17CV-7641ABKK	Wal-Mart (EVANS)		82.00
01/14/2020	One Legal LLC	Sales Order # 14275892, Case# 2:17CV-07641-AB-KK	Wal-Mart (EVANS)		65.75
12/31/2019	Thomson Reuters-West	18.31	Wal-Mart (EVANS)		422.00
12/31/2019	PACER	acc # 2957234	Wal-Mart (EVANS)		1.20
12/23/2019	JTC Corporation LLC	Inv.# 191223	Wal-Mart (EVANS)		1,000.00
11/17/2019	Lyft		Wal-Mart (EVANS)		20.16
11/15/2019	Alexandra R McIntosh	11/6/19	Wal-Mart (EVANS)		77.95
11/15/2019	Lyft		Wal-Mart (EVANS)		13.78
10/31/2019	FedEx	Inv. # 6-765-03036, 10/11/19	Wal-Mart (EVANS)		38.92
10/23/2019	JTC Corporation LLC	Inv. # 191004	Wal-Mart (EVANS)		1,900.00
09/30/2019	PACER	acc # 2957234	Wal-Mart (EVANS)		0.50
09/30/2019	PACER	acc # 2957234	Wal-Mart (EVANS)		88.30
09/17/2019	Aptus Court Reporting	1061168, case # 2:17-CV-7641-AB-KK	Wal-Mart (EVANS)		777.75
08/23/2019	Uber Technologie		Wal-Mart (EVANS)		8.70
08/23/2019	Uber Technologie		Wal-Mart (EVANS)		5.00
08/23/2019	Uber Technologie		Wal-Mart (EVANS)		7.11
08/08/2019	Simpluris	Invoice # 19174-P, paid in full	Wal-Mart (EVANS)		7,500.00
08/08/2019	JTC Corporation LLC	Inv.#190705	Wal-Mart (EVANS)		550.00
07/31/2019	Greyhound Transportation	James Evans, 8/18/19	Wal-Mart (EVANS)		85.00
07/31/2019	Hotels.Com	James Evans, 8/18/19	Wal-Mart (EVANS)		243.23
07/31/2019	Thomson Reuters-West	50.39	Wal-Mart (EVANS)		1,274.00
07/31/2019	Thomson Reuters-West	4.15	Wal-Mart (EVANS)		105.00
06/30/2019	PACER		Wal-Mart (EVANS)		1.30
06/10/2019	Simpluris	Invoice # 19174-P	Wal-Mart (EVANS)		7,500.00
03/31/2019	PACER	Inv. # 2957234-Q12019	Wal-Mart (EVANS)		52.30
11/30/2017	Thomson Reuters-West	Inv. # 837285227, 11/1/17-11/30/17	Wal-Mart (EVANS)		89.00
11/01/2017	Online Legal Couriers	Inv. # 12263, case # BC675587	Wal-Mart (EVANS)		19.95
10/02/2017	Online Legal Couriers	Inv. # 12045, case # BC675587	Wal-Mart (EVANS)		1,552.00
10/02/2017	Online Legal Couriers	Inv. # 12087, case # BC675587	Wal-Mart (EVANS)		25.00
09/30/2017	PACER	3rd Qtr., Inv.# 2957234-Q32017	Wal-Mart (EVANS)		10.20
09/08/2017	LWDA	PAGA Filing Fee	Wal-Mart (EVANS)		75.00

Total

158,765.80

EXHIBIT 4

Table 2					
Attorney	Rate	Task	Hours Spent by Attorney on Task	Total Hours	Total Amount
Shaun Setareh (Principal)	\$1,150.00	Complaint	15.4	1032.38	\$1,187,237.00
		Discovery	217.05		
		Case Management	66.75		
		Mediation	71.85		
		Motion for Class Cert	64.3		
		Motion to Stay (defendant ecf 71)	7.3		
		Motion for Summary Judgement (Defendant ECF 109)	24.5		
		Motion to decertify (Defendant ECF 118)	7.25		
		Motion to Strike Expert Report (Defendant ECF 119)/ Motion	12.35		
		Trial Preparation (motions in limine, contentions of fact and l	270.28		
		Depositions	49.95		
		Settlement and Settlement Approval	225.4		
Attorney	Rate	Task	Hours Spent by Attorney on Task	Total Hours	Total Amount
H. Scott Leviant (Senior Associate)	\$925.00	Complaint	12	25.5	\$23,587.50
		Discovery	12.1		
		Case Management	1.3		
		Trial Preparation (motions in limine, contentions of fact and l	0.1		
Attorney	Rate	Task	Hours Spent by Attorney on Task	Total Hours	Total Amount
William Pao (Senior Associate)	\$925.00	Complaint	38.5	1427.15	\$1,320,113.75
		Discovery	292.75		
		Case Management	108.3		
		Mediation	74.75		
		Motion for Class Cert	140.9		
		Motion to Stay (defendant ecf 71)	21.55		
		Motion for Summary Judgement (Defendant ECF 109)	68.25		
		Motion to decertify (Defendant ECF 118)	11		
		Motion to Strike Expert Report (Defendant ECF 119)/ Motion	16.4		
		Trial Preparation (motions in limine, contentions of fact and l	301.4		
		Depositions	68.05		
		Settlement and Settlement Approval	285.3		
Attorney	Rate	Task	Hours Spent by Attorney on Task	Total Hours	Total Amount
Thomas Segal (Senior Associate)	\$900.00	Complaint	1	19.05	\$17,145.00
		Discovery	1.75		
		Case Management	2.25		
		Mediation	0.1		
		Motion for Class Cert	6.45		
		Motion to Stay (defendant ecf 71)	0.7		
		Motion for Summary Judgement (Defendant ECF 109)	2.8		
		Motion to decertify (Defendant ECF 118)	0.2		
		Motion to Strike Expert Report (Defendant ECF 119)/ Motion	0.6		
		Trial Preparation (motions in limine, contentions of fact and l	2.5		
		Depositions	0.1		
		Settlement and Settlement Approval	0.6		

Attorney	Rate	Task	Hours Spent by Attorney on Task	Total Hours	Total Amount
Jose Patino (Senior Associate)	\$725.00	Discovery	6.45	162.6	\$117,885.00
		Case Management	1.2		
		Mediation	1.7		
		Motion for Summary Judgement (Defendant ECF 109)	1.05		
		Motion to Strike Expert Report (Defendant ECF 119)/ Motion	3.8		
		Trial Preparation (motions in limine, contentions of fact and l	103.9		
		Depositions	2.7		
		Settlement and Settlement Approval	41.8		
Attorney	Rate	Task	Hours Spent by Attorney on Task	Total Hours	Total Amount
Candice Pillion (Associate)	\$700.00	Discovery	11.3	60.2	\$42,140.00
		Case Management	25.2		
		Mediation	0.1		
		Motion for Summary Judgement (Defendant ECF 109)	6.55		
		Motion to decertify (Defendant ECF 118)	3.35		
		Motion to Strike Expert Report (Defendant ECF 119)/ Motion	8.15		
		Depositions	5.55		
Attorney	Rate	Task	Hours Spent by Attorney on Task	Total Hours	Total Amount
Farrah Grant (Associate)	\$650.00	Complaint	0.6	14.05	\$9,132.50
		Discovery	5.2		
		Case Management	2.8		
		Motion for Class Cert	2.05		
		Trial Preparation (motions in limine, contentions of fact and l	2.9		
		Settlement and Settlement Approval	0.5		
Attorney	Rate	Task	Hours Spent by Attorney on Task	Total Hours	Total Amount
Stacey Shim (Associate)	\$550.00	Complaint	3.05	7.25	\$3,987.50
		Case Management	4.2		
Attorney	Rate	Task	Hours Spent by Attorney on Task	Total Hours	Total Amount
Robert Lopez (Associate)	\$475.00	Discovery	32.15	40.5	\$19,237.50
		Motion for Class Cert	6.65		
		Depositions	1.7		
Attorney	Rate	Task	Hours Spent by Attorney on Task	Total Hours	Total Amount
Ashley Batiste (Associate)	\$475.00	Discovery	24.95	26.55	\$12,611.25
		Case Management	1.6		
Attorney	Rate	Task	Hours Spent by Attorney on Task	Total Hours	Total Amount
Alexandra McIntosh (Associate)	\$425.00	Complaint	0.4	231.4	\$98,345.00
		Discovery	64.85		
		Case Management	29.65		
		Mediation	0.95		
		Motion for Class Cert	57.2		
		Motion to Stay (defendant ecf 71)	13.1		
		Motion for Summary Judgement (Defendant ECF 109)	22.9		
		Motion to decertify (Defendant ECF 118)	15.6		
		Motion to Strike Expert Report (Defendant ECF 119)/ Motion	15.1		
		Depositions	11.65		

Attorney	Rate	Task	Hours Spent by Attorney on Task	Total Hours	Total Amount
Lilit Ter-Astvatsatryan (Associate)	\$425.00	Complaint	1.65	97.7	\$41,522.50
		Discovery	86.7		
		Case Management	3.85		
		Motion for Class Cert	5.4		
		Motion for Summary Judgement (Defendant ECF 109)	0.1		
Attorney	Rate	Task	Hours Spent by Attorney on Task	Total Hours	Total Amount
Nolan Dilts (Associate)	\$400.00	Discovery	0.2	408.8	\$163,520.00
		Case Management	16.4		
		Mediation	14.5		
		Motion for Class Cert	1		
		Motion for Summary Judgement (Defendant ECF 109)	1		
		Motion to Strike Expert Report (Defendant ECF 119)/ Motion	0.7		
		Trial Preparation (motions in limine, contentions of fact and l	157.3		
		Depositions	31.75		
		Settlement and Settlement Approval	185.95		
Attorney	Rate	Task	Hours Spent by Attorney on Task	Total Hours	Total Amount
Rochelle Rotea (Associate)	\$400.00	Motion for Summary Judgement (Defendant ECF 109)	8.6	17.15	\$6,860.00
		Motion to Strike Expert Report (Defendant ECF 119)/ Motion	8.55		
Attorney	Rate	Task	Hours Spent by Attorney on Task	Total Hours	Total Amount
Christopher Orlando (Associate)	\$375.00	Discovery	0.5	2.9	\$1,087.50
		Case Management	0.5		
		Mediation	1.2		
		Depositions	0.7		
Attorney	Rate	Task	Hours Spent by Attorney on Task	Total Hours	Total Amount
Tyson Gibb (Associate)	\$325.00	Depositions	0.7	34.5	\$11,212.50
		Settlement and Settlement Approval	33.8		
Attorney	Rate	Task	Hours Spent by Attorney on Task	Total Hours	Total Amount
Maxim Gorbunov (Associate)	\$325.00	Settlement and Settlement Approval	55.5	55.5	\$18,037.50
Non-Attorney	Rate	Task	Hours Spent by Non-Attorney on Task	Total Hours	Total Amount
Lauren Farrington (Paralegal)	\$120.00	Discovery	1.95	14.15	\$1,698.00
		Case Management	1.3		
		Mediation	0.5		
		Motion for Class Cert	0.2		
		Motion for Summary Judgement (Defendant ECF 109)	0.7		
		Trial Preparation (motions in limine, contentions of fact and l	1.1		
		Depositions	4.6		
		Settlement and Settlement Approval	3.8		

Non-Attorney	Rate	Task	Hours Spent by Non-Attorney on Task	Total Hours	Total Amount
Kelsey Mejia (Paralegal)	\$120.00	Motion for Class Cert	4.65	4.65	\$558.00
Non-Attorney	Rate	Task	Hours Spent by Non-Attorney on Task	Total Hours	Total Amount
Wendy Sarabia (Senior Legal Assistant)	\$120.00	Discovery	10	19	\$2,280.00
		Case Management	0.5		
		Mediation	0.95		
		Motion for Class Cert	0.3		
		Motion to Stay (defendant ecf 71)	0.1		
		Motion to Strike Expert Report (Defendant ECF 119)/ Motion	0.7		
		Trial Preparation (motions in limine, contentions of fact and l	1.5		
		Depositions	2.05		
		Settlement and Settlement Approval	2.9		
Non-Attorney	Rate	Task	Hours Spent by Non-Attorney on Task	Total Hours	Total Amount
Rodney J. Leggett (Law Clerk)	\$95.00	Discovery	8.35	8.95	\$850.25
		Depositions	0.6		
Non-Attorney	Rate	Task	Hours Spent by Non-Attorney on Task	Total Hours	Total Amount
Tim Longfield (Law Clerk)	\$95.00	Settlement and Settlement Approval	241.2	241.2	\$22,914.00
Non-Attorney	Rate	Task	Hours Spent by Non-Attorney on Task	Total Hours	Total Amount
Jackie Hernandez (Secretary)	\$95.00	Discovery	1.7	4.45	\$422.75
		Mediation	0.35		
		Motion for Class Cert	1.35		
		Motion to decertify (Defendant ECF 118)	0.2		
		Motion to Strike Expert Report (Defendant ECF 119)/ Motion	0.25		
		Depositions	0.6		
Non-Attorney	Rate	Task	Hours Spent by Non-Attorney on Task	Total Hours	Total Amount
Kelsey Revich (Secretary)	\$95.00	Discovery	0.4	2.2	\$209.00
		Motion for Class Cert	1.6		
		Depositions	0.2		

EXHIBIT 5

Table 1				
Task 1: Complaint				Explanation of Task 1
Attorney/Staff	Rate	Hours	Fee	This category includes hours spent performing client intake and gathering evidence, drafting and reviewing the complaint and PAGA letter, as well as time spent evaluating the case in the pre-litigation stage.
Shaun Setareh	\$1,150.00	15.40	\$17,710.00	
H. Scott Leviant	\$925.00	12.00	\$11,100.00	
William Pao	\$925.00	38.50	\$35,612.50	
Thomas Segal	\$900.00	1.00	\$900.00	
Farrah Grant	\$650.00	0.60	\$390.00	
Stacey Shim	\$550.00	3.05	\$1,677.50	
Alex McIntosh	\$425.00	0.40	\$170.00	
Lilit Ter-Astvatstryan	\$425.00	1.65	\$701.25	
Fee Request for Task 1		72.60	\$ 68,261.25	
Task 2: Discovery				Explanation of Task 2
Attorney/Staff	Rate	Hours	Fee	This category includes work and communications regarding: discovery disputes, propounding discovery, responding to discovery requests, stipulating to protective orders, meeting and conferring regarding discovery, motions to compel, reviewing Production of Documents and responses, communication with client regarding discovery requests, expert reports, <i>BelAire-West</i> notices. This category also includes communications with experts and other members of the firm which have not been accounted for in other categories.
Shaun Setareh	\$1,150.00	217.05	\$249,607.50	
H. Scott Leviant	\$925.00	12.10	\$11,192.50	
William Pao	\$925.00	292.75	\$270,793.75	
Thomas Segal	\$900.00	1.75	\$1,575.00	
Jose Patino	\$725.00	6.45	\$4,676.25	
Candace Pillion	\$700.00	11.30	\$7,910.00	
Farrah Grant	\$650.00	5.20	\$3,380.00	
Robert Lopez	\$475.00	32.15	\$15,271.25	
Ashley Batiste	\$475.00	24.95	\$11,851.25	
Alex McIntosh	\$425.00	64.85	\$27,561.25	
Lilit Ter-Astvatstryan	\$425.00	86.70	\$36,847.50	
Nolan Dilts	\$400.00	0.20	\$80.00	
Christopher Orlando	\$375.00	0.50	\$187.50	
Lauren Farrington	\$120.00	1.95	\$234.00	
Wendy Sarabia	\$120.00	10.00	\$1,200.00	
Rodney J. Leggett	\$95.00	8.35	\$793.25	
Jackie Hernandez	\$95.00	1.70	\$161.50	
Kelsey Revich	\$95.00	0.40	\$38.00	
Fee Request for Task 2		778.35	\$ 643,360.50	
Task 3: Case Management				Explanation of Task 3
Attorney/Staff	Rate	Hours	Fee	This category includes work and communications regarding: calendaring, status reports, ADR, upcoming hearings, other potentially related cases, deadlines, Rule 26(f) Conference, tracking case tasks and other case management software duties, stipulating to extend response time for Defendant to respond to complaint, review of case files and correspondences which do not fall into other categories, discussing the future of the case, reviewing pleadings-stage documents such as Defendant's motion to strike, Case Management Conferences.
Shaun Setareh	\$1,150.00	66.75	\$76,762.50	
H. Scott Leviant	\$925.00	1.30	\$1,202.50	
William Pao	\$925.00	108.30	\$100,177.50	
Thomas Segal	\$900.00	2.25	\$2,025.00	
Jose Patino	\$725.00	1.20	\$870.00	
Candace Pillion	\$700.00	25.20	\$17,640.00	
Farrah Grant	\$650.00	2.80	\$1,820.00	
Stacey Shim	\$550.00	4.20	\$2,310.00	
Ashley Batiste	\$475.00	1.60	\$760.00	
Alex McIntosh	\$425.00	29.65	\$12,601.25	
Lilit Ter-Astvatstryan	\$425.00	3.85	\$1,636.25	
Nolan Dilts	\$400.00	16.40	\$6,560.00	
Christopher Orlando	\$375.00	0.50	\$187.50	
Lauren Farrington	\$120.00	1.30	\$156.00	
Wendy Sarabia	\$120.00	0.50	\$60.00	
Fee Request for Task 3		265.80	\$ 224,768.50	
Task 4: Mediation				Explanation of Task 4
Attorney/Staff	Rate	Hours	Fee	This category includes work and communications relating to mediation. This includes: communications with Opposing Counsel, mediator, experts, client, and in-firm personnel; preparing for mediation; review of expert data; drafting and reviewing of the mediation brief; setting up and coordinating mediation; attending mediation; signing of relevant documents and contracts.
Shaun Setareh (Principal)	\$1,150.00	71.85	\$82,627.50	
William Pao	\$925.00	74.75	\$69,143.75	
Thomas Segal	\$900.00	0.10	\$90.00	
Jose Patino	\$725.00	1.70	\$1,232.50	
Candace Pillion	\$700.00	0.10	\$70.00	
Alex McIntosh	\$425.00	0.95	\$403.75	
Nolan Dilts	\$400.00	14.50	\$5,800.00	
Christopher Orlando	\$375.00	1.20	\$450.00	
Lauren Farrington	\$120.00	0.50	\$60.00	

Wendy Sarabia	\$120.00	0.95	\$114.00	
Jackie Hernandez	\$95.00	0.35	\$33.25	
Fee Request for Task 4		166.95	\$ 160,024.75	
Task 5: Motion for Class Certification				Explanation of Task 5
Attorney/Staff	Rate	Hours	Fee	This category includes work and communications relating to Motion for Class Certification including: drafting and reviewing potential class member questionnaires, contacting and interviewing potential class members, drafting and signing of potential class member declarations, reviewing signed declarations, communicating with experts, reviewing expert data, drafting, revising, and reviewing of the Motion, reviewing of the Opposition, and drafting, revising, and reviewing of the Reply.
Shaun Setareh	\$1,150.00	64.30	\$73,945.00	
William Pao	\$925.00	140.90	\$130,332.50	
Thomas Segal	\$900.00	6.45	\$5,805.00	
Farrah Grant	\$650.00	2.05	\$1,332.50	
Robert Lopez	\$475.00	6.65	\$3,158.75	
Alex McIntosh	\$425.00	57.20	\$24,310.00	
Lilit Ter-Astvatstryan	\$425.00	5.40	\$2,295.00	
Nolan Dilts	\$400.00	1.00	\$400.00	
Lauren Farrington	\$120.00	0.20	\$24.00	
Kelsey Mejia	\$120.00	4.65	\$558.00	
Wendy Sarabia	\$120.00	0.30	\$36.00	
Jackie Hernandez	\$95.00	1.35	\$128.25	
Kelsey Revich	\$95.00	1.60	\$152.00	
Fee Request for Task 5		292.05	\$ 242,477.00	
Task 6: Motion to Stay				Explanation of Task 6
Attorney/Staff	Rate	Hours	Fee	This category includes work and communications relating to the opposition of Defendant's Motion to Stay Further Proceedings Related to Count VI Pending the Resolution of <i>Garcia v. Wal-mart Stores, Inc.</i> (ECF 71) including researching the facts and claims in <i>Garcia</i> , drafting, reviewing, and revising of Plaintiff's opposition. Communications regarding this opposition and other relevant documents are also included.
Shaun Setareh (Principal)	\$1,150.00	7.30	\$8,395.00	
William Pao	\$925.00	21.55	\$19,933.75	
Thomas Segal	\$900.00	0.70	\$630.00	
Alex McIntosh	\$425.00	13.10	\$5,567.50	
Wendy Sarabia	\$120.00	0.10	\$12.00	
Fee Request for Task 6		42.75	\$ 34,538.25	
Task 7: Motion for Summary Judgment				Explanation of Task 7
Attorney/Staff	Rate	Hours	Fee	This category includes work and communications relating to opposing Defendant's Motion for Partial Summary Judgment (ECF 109). This includes researching, drafting, reviewing, revising, and communicating about Plaintiff's opposition, Plaintiff's sur-reply, request for judicial notice, Plaintiff's application for leave to file under seal, and relevant declarations. This also includes contacting and interviewing class members, drafting, revising, and reviewing declarations, and reviewing documents provided in discovery.
Shaun Setareh (Principal)	\$1,150.00	24.50	\$28,175.00	
William Pao	\$925.00	68.25	\$63,131.25	
Thomas Segal	\$900.00	2.80	\$2,520.00	
Jose Patino	\$725.00	1.05	\$761.25	
Candace Pillion	\$700.00	6.55	\$4,585.00	
Alex McIntosh	\$425.00	22.90	\$9,732.50	
Lilit Ter-Astvatstryan	\$425.00	0.10	\$42.50	
Nolan Dilts	\$400.00	1.00	\$400.00	
Rochelle Rotea	\$400.00	8.60	\$3,440.00	
Lauren Farrington	\$120.00	0.70	\$84.00	
Fee Request for Task 7		136.45	\$ 112,871.50	
Task 8: Motion to Decertify				Explanation of Task 8
Attorney/Staff	Rate	Hours	Fee	This category includes work and communications relating to opposing Defendant's Motion to Decertify class (ECF 118). This includes communications with experts; communicating with Class Members and Plaintiff and obtaining their declarations; researching, drafting, reviewing, revising, and communicating regarding Plaintiff's opposition.
Shaun Setareh	\$1,150.00	7.25	\$8,337.50	
William Pao	\$925.00	11.00	\$10,175.00	
Thomas Segal	\$900.00	0.20	\$180.00	
Candace Pillion	\$700.00	3.35	\$2,345.00	
Alex McIntosh	\$425.00	15.60	\$6,630.00	
Jackie Hernandez	\$95.00	0.20	\$19.00	
Fee Request for Task 8		37.60	\$ 27,686.50	
Task 9: Motion to Strike Expert Report/ Motion in Limine				Explanation of Task 9
Attorney/Staff	Rate	Hours	Fee	This category includes work and communications relating to opposing two of Defendant's motions: Defendant's Motion to Strike Expert Report and Bar Testimony of Plaintiff's Proffered Expert James Toney as well as Defendant's Motion <i>In Limine</i> No. 1 to Strike Expert Reports and Bar Trial Testimony of Plaintiff's Expert James Toney. This includes researching, drafting, reviewing, and revising Plaintiff's oppositions and accompanying documents including exhibits. Communications with Plaintiff's experts, opposing counsel, co-counsel, Plaintiff, and in-firm communications are also included.
Shaun Setareh (Principal)	\$1,150.00	12.35	\$14,202.50	
William Pao	\$925.00	16.40	\$15,170.00	
Thomas Segal	\$900.00	0.60	\$540.00	
Jose Patino	\$725.00	3.80	\$2,755.00	
Candace Pillion	\$700.00	8.15	\$5,705.00	
Alex McIntosh	\$425.00	15.10	\$6,417.50	
Nolan Dilts	\$400.00	0.70	\$280.00	
Rochelle Rotea	\$400.00	8.55	\$3,420.00	
Wendy Sarabia	\$120.00	0.70	\$84.00	
Jackie Hernandez	\$95.00	0.25	\$23.75	
Fee Request for Task 9		66.60	\$ 48,597.75	
Task 10: Trial Preparation				Explanation of Task 10

Attorney/Staff	Rate	Hours	Fee	
Shaun Setareh (Principal)	\$1,150.00	270.28	\$310,822.00	This category includes work and communications regarding preparation for trial. This includes drafting and reviewing of pre-trial materials such as: motions in limine (not accounted for in other categories), disputed statements of the case, disputed verdict forms, jointly proposed and disputed proposed jury instructions, expert reports, witness disclosures, exhibits, and relevant stipulations and declarations. This also includes communications with experts, opposing counsel, trial co-counsel, witnesses, Plaintiff, and in-firm communications.
H. Scott Leviant	\$925.00	0.10	\$92.50	
William Pao	\$925.00	301.40	\$278,795.00	
Thomas Segal	\$900.00	2.50	\$2,250.00	
Jose Patino	\$725.00	103.90	\$75,327.50	
Farrah Grant	\$650.00	2.90	\$1,885.00	
Nolan Dilts	\$400.00	157.30	\$62,920.00	
Lauren Farrington	\$120.00	1.10	\$132.00	
Wendy Sarabia	\$120.00	1.50	\$180.00	
Fee Request for Task 10		840.98	\$ 732,404.00	
Task 11: Depositions				Explanation of Task 11
Attorney/Staff	Rate	Hours	Fee	
Shaun Setareh (Principal)	\$1,150.00	49.95	\$57,442.50	This category includes work and communications regarding depositions. In this case, there were depositions of Plaintiff, declarants for Motion for Class Certification, experts Elizabeth Newlon and James Toney, and Defendant's Rule 30(b)(6) designee.
William Pao	\$925.00	68.05	\$62,946.25	
Thomas Segal	\$900.00	0.10	\$90.00	This category includes work and communications regarding the following: preparing for depositions, drafting and amending of deposition notices, taking depositions, defending depositions, reviewing of the deposition transcripts.
Jose Patino	\$725.00	2.70	\$1,957.50	
Candace Pillion	\$700.00	5.55	\$3,885.00	
Robert Lopez	\$475.00	1.70	\$807.50	
Alex McIntosh	\$425.00	11.65	\$4,951.25	
Nolan Dilts	\$400.00	31.75	\$12,700.00	
Christopher Orlando	\$375.00	0.70	\$262.50	
Tyson Gibb	\$325.00	0.70	\$227.50	
Lauren Farrington	\$120.00	4.60	\$552.00	
Wendy Sarabia	\$120.00	2.05	\$246.00	
Rodney J. Leggett	\$95.00	0.60	\$57.00	
Jackie Hernandez	\$95.00	0.60	\$57.00	
Kelsey Revich	\$95.00	0.20	\$19.00	
Fee Request for Task 11		180.90	\$ 146,201.00	
Task 12: Settlement and Settlement Approval				Explanation of Task 12
Attorney/Staff	Rate	Hours	Fee	
Shaun Setareh (Principal)	\$1,150.00	225.40	\$259,210.00	This category includes work and communications relating to Settlement and Approval of Settlement including: drafting and review of the Settlement Agreement; analyzing of the settlement allocation; requesting bids for settlement administration; providing notice of settlement; reviewing order regarding preliminary and final approval requirements; conferring with opposing counsel, trial co-counsel, and attorneys for third parties; reviewing motion to intervene and object, drafting and reviewing the opposing, reviewing the reply; reviewing preliminary approval order, drafting and reviewing the Motions for Preliminary and Final Approval and accompanying charts and documents; fielding calls from class members.
William Pao	\$925.00	285.30	\$263,902.50	
Thomas Segal	\$900.00	0.60	\$540.00	
Jose Patino	\$725.00	41.80	\$30,305.00	
Farrah Grant	\$650.00	0.50	\$325.00	
Nolan Dilts	\$400.00	185.95	\$74,380.00	
Tyson Gibb	\$325.00	33.80	\$10,985.00	
Maxim Gorbunov	\$325.00	55.50	\$18,037.50	
Lauren Farrington	\$120.00	3.80	\$456.00	
Wendy Sarabia	\$120.00	2.90	\$348.00	
Tim Longfield	\$95.00	241.20	\$22,914.00	
Fee Request for Task 12		1076.75	\$ 681,403.00	