

United States District Court for the Northern District of California: Notice of Proposed Class Action Settlement and Final Approval Hearing in *Brown v. Wal-Mart Stores, Inc.* (Case No. 5:09-cv-03339)

If you were employed by Walmart as a front end cashier in the State of California at any time between June 11, 2008 through December 6, 2018, you could get a payment from a Sixty Five Million Dollar (\$65,000,000) class action settlement. In addition, as part of this settlement, Walmart will create a Seating Program to provide seats to California front-end cashiers who express a desire to use such while working at California Walmart front end check stands.

VISIT WWW.CALIFORNIASEATINGLAW.COM FOR ANSWERS TO FREQUENTLY ASKED QUESTIONS REGARDING THIS SETTLEMENT.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT	
SUBMIT A CLAIM FORM	This is the only way to get a payment. In order to receive a payment, your Claim Form must be postmarked and mailed to the Settlement Administrator or submitted online at www.californiaseatinglaw.com on or before February 25, 2019 .
ASK TO BE EXCLUDED	Submit an Exclusion Form and get no payment. This is the only option that allows you to ever be part of another lawsuit against Walmart about the legal claims in this case. In order to be valid, your Exclusion Form must be postmarked and mailed to the Settlement Administrator, or submitted online at www.californiaseatinglaw.com , on or before February 25, 2019 .
OBJECT	Write the Court about why you don't like the settlement. Any objections to the Settlement must be filed with the Court by February 25, 2019 .
GO TO A HEARING	Ask to speak in Court about the fairness of the settlement at the fairness hearing scheduled on March 28, 2019 .
DO NOTHING	Get no payment. Give up rights.

A federal court authorized this notice. This is not a solicitation from a lawyer.

PLEASE READ THIS NOTICE CAREFULLY AS IT MAY AFFECT YOUR LEGAL RIGHTS TO MONEY YOU MAY BE OWED IN CONNECTION WITH YOUR EMPLOYMENT AT WALMART DURING THE TIME PERIODS WHEN YOU WERE EMPLOYED AS A FRONT-END CASHIER IN CALIFORNIA. THIS NOTICE RELATES TO A PROPOSED SETTLEMENT OF CLASS ACTION LITIGATION. IF YOU ARE A SETTLEMENT CLASS MEMBER, IT CONTAINS IMPORTANT INFORMATION REGARDING YOUR RIGHT TO MAKE A CLAIM FOR PAYMENT FROM THE SETTLEMENT PROCEEDS IN THIS CASE. PURSUANT TO AN ORDER OF THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA ENTERED ON DECEMBER 6, 2018, **YOU ARE HEREBY NOTIFIED AS FOLLOWS:**

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A. BASIC INFORMATION

1. WHY DID I GET THIS NOTICE PACKAGE?

A proposed settlement (the “Settlement”) has been reached between Kathy Williamson and defendant Wal-Mart Stores, Inc. (“Walmart”), in the class action pending in the United States District Court for the Northern District of California (the “Lawsuit”). You have received this Notice because Walmart’s records indicate that you are a member of the proposed settlement class because you were employed as a front-end cashier at a Walmart store located in the State of California at some time between June 11, 2008 and December 6, 2018.

The Court sent you this notice because you have a right to know about a proposed settlement of a class action lawsuit, and about all of your options, before the Court decides whether to approve the settlement. If the Court approves it, and after any objections and appeals are resolved, the settlement administrator appointed by the Court will make the payments that the settlement allows.

This package explains the lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, how to get them and how to get more information should you have any additional questions.

The Court in charge of this case is the United States District Court for the Northern District of California, and the case is called *Brown et al v. Wal-Mart Stores, Inc.* Case No. 5:09-cv-03339-EJD (the “Lawsuit”). The United States District Court has preliminarily approved this Settlement.

2. WHAT IS THIS LAWSUIT ABOUT?

In this Lawsuit, Plaintiff alleges that Walmart failed to provide cashiers with suitable seats while working at the front-end checkstands at Walmart stores in California in violation of California Labor Code §1198 and §14(a) of Wage Order 7-2001. Based on this allegation, Plaintiff seeks civil penalties under the California Labor Code Private Attorneys General Act of 2004 (“PAGA”), Cal. Lab. Code §2698 *et seq.* Civil penalties are determined based on the number of pay periods the Settlement Class Members were employed during the Class Period.

3. WHY IS THIS A CLASS ACTION?

In a class action, one or more people called Class Representatives (in this case Kathy Williamson), sue on behalf of people who have similar claims. All these people are called Class Members. One court resolves the issues for all Class Members, except those who exclude themselves from the Class. United States District Court Judge Edward Davila is in charge of this class action.

4. WHY IS THERE A SETTLEMENT?

The court has not decided in favor of Plaintiffs or Walmart. Walmart denies the material allegations in this Lawsuit and denies that it bears any liability in the Lawsuit. Specifically, Walmart contends, among other things, that the nature of the work of a front-end Cashier does not reasonably permit the use of a seat. Walmart further contends that a class should not have been certified in this Lawsuit and that, even if Walmart were found liable under PAGA, no substantial penalties should be awarded.

This Lawsuit has been actively litigated over the course of the last nine plus years, and the parties have participated in numerous good-faith settlement negotiations during which both sides recognized the substantial risk of an uncertain outcome. Following these negotiations, Plaintiffs and Walmart agreed to settle the Lawsuit pursuant to the terms and conditions of the Settlement, described below. This Settlement represents a compromise and settlement of a highly disputed claim. The parties and their counsel agree that the Settlement is advantageous considering the risks and uncertainties facing each side of continued litigation. Class Counsel have determined that the Settlement is fair, reasonable, and adequate and is in the best interests of the Settlement Class members.

The total amount of the proposed Settlement is Sixty Five Million Dollars (**\$65,000,000**) (“Gross Settlement Amount”) from which court approved attorney’s fees, litigation costs, enhancement payments for the class representative and plaintiff, and settlement administration costs will be deducted leaving a Net Settlement fund. Settlement awards to participating Settlement Class Members who timely submit valid claim forms, as well as the State of California, will be paid out of the Net Settlement fund, as described below.

5. WHAT ARE MY OPTIONS?

You have the opportunity to participate in the Settlement, exclude yourself from the Settlement, or object to the Settlement. If you wish to participate in the Settlement, you must timely submit the proper Claim Form (attached to this Notice and/or available at www.californiaseatinglaw.com). If you wish to exclude yourself from the Settlement, you must timely submit an Exclusion Form which is included with this Notice. The Exclusion Form is also available at www.californiaseatinglaw.com. See Sections C and D of this Notice for details regarding how to submit a Claim Form or Exclusion Form regarding this settlement.

As set forth in Section D, all Settlement Class Members who do not timely exclude themselves from this Settlement will be releasing any and all claims that they have against Walmart for the claims described in Section C.

B. THE SETTLEMENT BENEFITS

6. WHAT DOES THE SETTLEMENT PROVIDE?

The total settlement amount (known as the Gross Settlement Amount) in this case is Sixty Five Million Dollars (\$65,000,000). This Settlement is a total payout, meaning that Walmart has agreed to pay the entire Sixty Five Million Dollars (\$65,000,000) regardless of the number of claims received by the Settlement Class Members. In addition, as part of this settlement, Walmart will create a Seating Program to provide seats to California front end cashiers who express a desire to use such while working at California Walmart front end checkstands. Additional details regarding the Seating Program can be found in Section 5.1 of the Settlement Agreement.

7. HOW ARE SETTLEMENT PAYMENTS DETERMINED?

In order to fairly distribute settlement funds to participating Settlement Class Members, Settlement awards for participating Settlement Class Members will be paid out what is called the Net Settlement Fund based on the number of pay periods that each Settlement Class Member was employed as a front-end Cashier at a Walmart store located in the State of California between June 11, 2008 and December 6, 2018. Settlement awards for participating Settlement Class Members will be determined after 75% of the Net Settlement Fund has been paid to the State of California’s Labor and Workforce Development Agency (the “LWDA”) as required by PAGA. Because this is a total payout settlement, the exact amount of the settlement payments to participating Settlement Class Members may increase depending on the number of timely and valid claim forms that are filed.

8. HOW IS THE NET SETTLEMENT FUND DETERMINED?

The Net Settlement Fund, which will be used to pay settlement awards to both the State of California and participating Settlement Class Members who timely submit a valid Claim Form, will be determined by deducting the following amounts from the Gross Settlement Amount of Sixty Five Million Dollars (\$65,000,000): (A) Attorney’s Fees up to one-third of the Gross Settlement Amount, subject to court approval; (B) Litigation Costs of up to \$312,000, subject to court approval; (C) Enhancement Awards to the class representative Kathy Williamson and named Plaintiff Nisha Brown in the aggregate amount of \$30,000, subject to court approval; and (D) Costs of Settlement Administration of up to \$150,000, subject to court approval. If the District Court awards less than the amount sought for any of the above, the difference between the amount sought and the amount awarded will be added to the Net Settlement Fund. Assuming that the requested amounts for Attorney’s Fees and Litigation Costs, Enhancement Awards to the Class Representative and Plaintiff, and Settlement Administration costs are granted in full, the maximum value of the Net Settlement Amount available for distribution will be approximately \$42,843,500 (approximately 66% of the gross settlement amount).

9. HOW MUCH IS PAID TO THE STATE OF CALIFORNIA?

After the Net Settlement Fund has been determined, 75% of the Net Settlement Fund shall be paid to the California Labor and Workforce Development Agency (“LWDA”). The LWDA is being paid 75% of the Net Settlement Fund because that amount is required to be paid by law.

10. HOW ARE MY SETTLEMENT PAYMENTS DETERMINED?

After 75% of the Net Settlement Fund has been paid to the State of California, the amount remaining in the Net Settlement Fund will be paid to those Settlement Class Members who submit timely and valid Claim Forms based on the number of pay periods employed during the Class Period. Settlement payments will be made on what is called a claims-made basis to Settlement Class Members who submit timely and valid Claim Forms pursuant to the court-approved plan of distribution. What this means is that in order to receive money under the terms of this Settlement you must timely submit a valid Claim Form with the Settlement Administrator within sixty (60) days of the mailing of this Notice. The procedure for filing a Claim Form is set forth below in Section C.

11. WHAT IS THE SETTLEMENT CLASS MEMBER DISTRIBUTION FORMULA?

Each Settlement Class Member's allocation of the Net Settlement Fund (after subtracting the 75% payment to the California LWDA) will be determined by multiplying the Net Settlement Fund by a fraction, the numerator of which is the Settlement Class Member's number of pay periods during the Class Period and the denominator of which is the total number of pay periods during the Class Period for all Settlement Class Members. To the extent that Settlement Class Members do not submit a timely and valid Claim Form for their share of the Net Settlement Fund, that portion of the fund shall be redistributed to the Settlement Class Members who do submit timely and valid Claim Forms on a proportional basis. As this is a total pay-out, non-reversionary settlement, the exact amount of your Settlement Payment will not be known until the time period to submit claims (discussed below) has expired. However, your Claim Form sets forth the expected minimum amount per pay period a Settlement Class Member will receive. As noted, this amount may increase substantially if all Settlement Class Members do not submit timely and valid Claim Forms.

12. HOW ARE PAY PERIODS DETERMINED?

Pay periods shall be calculated based on Walmart's records. Settlement Class Members will be given credit for each pay period they were actually employed by Walmart in California as a front-end Cashier at any time during the Class Period. For purposes of determining pay periods, partial pay periods worked by you while you were employed as a front-end cashier in California during the Class Period are included in determining the number of pay periods worked. Settlement Class Members are not given credit for pay periods when they were employed in a position other than front-end Cashier during the Class Period, and you are not releasing your claim for those pay periods either. Walmart's records will be presumptively valid with respect to the number of pay period(s) Settlement Class Members were employed as a front-end cashier in a California store during the Class Period.

13. HOW MANY PAY PERIODS DID I WORK?

Included with this Notice is a Claim Form which states the number of pay periods you were employed as a front-end cashier at a Walmart store in California during the Class Period according to Walmart's Records. The Claim Form also indicates the expected minimum amount per pay period a Settlement Class Member will receive, assuming that all Class Members submit timely and valid Claim Forms and that the Court awards the full amount of requested Attorney's Fees, Litigation Costs, Enhancement Awards and Settlement Administration Costs. If not, all Settlement Class Members submit timely and valid Claim Forms, the amount per pay period will increase.

14. WHAT IF I BELIEVE THE NUMBER OF PAY PERIODS ON MY CLAIM FORM IS WRONG?

If you believe that the number of pay periods you were employed as a front-end cashier during the Class Period according to Walmart's records is wrong, you are allowed to submit a dispute. If you believe that the number of pay periods is not correct, you must submit a written dispute to the Settlement Administrator (Phoenix Settlement Administrators) stating (a) the number of pay periods that you believe you were employed as a front-end cashier during the Class Period, (b) the grounds for the dispute and, (c) if possible, any documentation you have to support the dispute, such as pay stubs. Your dispute must be mailed or submitted through the interactive web

site to the Settlement Administrator by February 25, 2019. The Parties' Counsel will make a good faith effort to resolve the dispute informally. If the Parties' Counsel cannot agree, the dispute shall be submitted to the Settlement Administrator, who shall examine the records and may talk to you and a representative of Walmart in an attempt to resolve the dispute. The burden is on you to produce information and/or documents affirmatively rebutting the information provided by Walmart. If you fail to submit adequate information or documentation supporting your dispute, Walmart's records will control.

15. WHAT OTHER BENEFITS ARE THERE IN THIS CASE?

In addition to paying \$65,000,000 to settle this case, Walmart has agreed to create a Seating Program to provide seats to California front end cashiers who express a desire to use such while working at California Walmart front end checkstands. Additional details regarding the Seating Program can be found in Section 5.1 of the Settlement Agreement.

16. HOW MUCH WILL I RECOVER?

The amount of your individual settlement will be determined using the formula set forth above. Along with this Notice you have also received a Claim Form. The Claim Form sets forth the following information: (A) the number of pay periods you were employed as a front-end Cashier in a California Walmart store during the Class Period; and (B) the expected minimum amount per pay period a Settlement Class Member will receive assuming that the Court grants the full amount of Attorney's Fees and Litigation Costs, Enhancement Awards for the Class Representative and Plaintiff, and Settlement Administration Costs. If the Court grants all of the amounts requested, your anticipated recovery will be approximately \$4.00 for each pay period worked during the Class Period. For example, Settlement Class Members who were employed by Walmart during the entire Class Period (June 11, 2008 through December 6, 2018) will receive over \$1,000. As discussed above, this amount assumes that all eligible Settlement Class Members will file timely and valid claims. If not all Settlement Class Members do so, the amount of your settlement award may increase substantially.

C. HOW TO GET A PAYMENT – SUBMITTING A CLAIM FORM

17. HOW DO I GET A PAYMENT?

In order to receive a payment under the Settlement, you must timely submit a valid Claim Form. A Claim Form is included with this Notice. You may also get a Claim Form on the internet at www.californiaseatinglaw.com. Read the instructions on the Claim Form carefully, fill out the form, sign the form, and either mail it postmarked no later than February 25, 2019 or submit the Claim Form through the interactive website at www.californiaseatinglaw.com by February 25, 2019.

By executing the Claim Form, you are consenting to the Settlement and will be paid pursuant to the terms of the Settlement as approved by the Court. In addition, you will be bound by any final judgment entered by the District Court, and you will be deemed to have released the claims against Walmart and the other released parties described below.

18. WHEN IS THE CLAIM FORM DUE?

To be eligible for a payment under the Settlement, you must timely submit a valid Claim Form to the Administrator at Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92867. **In order to be valid, the Claim Form must be either postmarked no later than February 25, 2019 or submitted through the interactive web site no later than February 25, 2019. If your Claim Form is postmarked or submitted through the interactive web site after February 25, 2019, you will not receive any payment, but you will be bound by the Release and all other Settlement terms. It is strongly suggested, although not required, that you retain proof of your mailing or submission of your Claim Form through the interactive website.** If you lose, misplace, or need another Claim Form or Exclusion Form, you should contact the Claims Administrator, 1-800-560-6037 or visit www.californiaseatinglaw.com.

19. WHEN WOULD I GET MY PAYMENT?

The Court will hold a hearing on March 28, 2019 to decide whether to approve the Settlement. If Judge Davila approves the Settlement after that, there may be appeals. It is always uncertain whether the appeals can be resolved, and resolving them takes time, perhaps more than a year. You can check the status of the case and when you will receive a payment on the website at www.californiaseatinglaw.com. Please be patient.

20. WHAT AM I GIVING UP TO GET A PAYMENT OR STAY IN THE SETTLEMENT CLASS?

Unless you exclude yourself, you are staying in the Class, and that means that you can't sue, continue to sue, or be part of any other lawsuit against Walmart about the legal issue in this case. It also means that all of the Court's orders will apply to you and legally bind you. If you sign the Claim Form and return it, or do nothing at all, you will agree to a "Release of Claims," described below, which describes exactly what legal claims that you give up if you either do nothing at all or submit a Claim Form to get Settlement benefits.

21. WHAT LEGAL CLAIMS ARE BEING RELEASED?

If you participate in this Settlement by timely submitting a valid Claim Form, or do nothing at all, you will be agreeing to release Walmart for any and all claims, rights, causes of action, penalties, demands, damages, debts, accounts, duties, costs and expenses, liens, charges, complaints, causes of action, obligations, or liability of any and every kind relating to the allegation that Walmart failed to provide suitable seating to front-end cashiers including under Section 14 of Wage Order 7-2001 California Labor Code section 1198 and/or California Labor Code Section 2699. You will not be releasing any claims that Walmart failed to provide suitable seating to you during the time that you held a job position other than front-end cashier.

D. EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want any payment from this Settlement, but you want to keep the right to sue or continue to sue Walmart on your own about the legal issues in this case, then you must take steps to get out. This is called excluding yourself— or is sometimes referred to as opting out of the Settlement Class.

22. HOW DO I GET OUT OF THE SETTLEMENT??

To exclude yourself from the Settlement, you must submit the enclosed Exclusion Form to the Settlement Administrator. Your Exclusion Form must be signed, dated, completed, and returned by via US Mail, or through the interactive web site, to the following address by February 25, 2019:

Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92867
Telephone: 1-800-560-6037
Website: www.californiaseatinglaw.com

23. WHAT IS THE DEADLINE TO EXCLUDE MYSELF?

In order to be valid, your Exclusion Form must either be postmarked, or submitted through the interactive website, no later than **February 25, 2019**. **If you submit an Exclusion Form which is either postmarked after February 25, 2019 or submitted through the interactive web site after February 25, 2019, your Exclusion Form will be rejected, and you will be bound by the Release and all other Settlement Terms.**

DO NOT SUBMIT BOTH THE CLAIM FORM AND AN EXCLUSION FORM. IF YOU SUBMIT BOTH, THE EXCLUSION FORM WILL BE INVALID, YOU WILL BE INCLUDED IN THE SETTLEMENT CLASS, AND YOU WILL BE BOUND BY THE TERMS OF THE SETTLEMENT.

24. IF I DON'T EXCLUDE MYSELF, CAN I SUE WALMART FOR THE SAME THING?

No. Unless you exclude yourself, you give up the right to sue Walmart for the claims that this Settlement resolves. If you have a pending lawsuit against Walmart, speak to your lawyer in that case immediately. You must exclude yourself from this case to continue your own lawsuit. Remember, the exclusion deadline is February 25, 2019.

25. IF I EXCLUDE MYSELF, CAN I GET MONEY FROM THIS SETTLEMENT?

No. If you exclude yourself, then do not send in a Claim Form to ask for any money. If you exclude yourself, then you may sue, continue to sue, or be part of a *different* lawsuit against Walmart. Please note that if you submit a valid Exclusion Form then, upon receipt by the Settlement Administrator, you will no longer be a member of the Settlement Class, will be barred from participating in any portion of the Settlement, and shall receive no monetary benefits from the Settlement. However, you would, at your own expense, be able to pursue individually any claims that you may believe you have against Walmart. If you wish to exclude yourself and wish to pursue an individual action, you should know there are time limits on your right to file any such individual action. If you decide to be excluded from the Settlement and do not want to participate in the Settlement, you have the right to seek the advice of counsel with respect to how this choice to exclude yourself affects your legal rights, including, but not limited to, applicable statutes of limitations with respect to any lawsuit or claim you might wish to file on your own. You should not exclude yourself if you wish to receive a payment under the Settlement. If you do not exclude yourself, you will be bound by the Release contained in the Settlement, and will not be able to pursue your own action against Walmart.

Walmart retains the right, in the exercise of its sole discretion, to nullify the Settlement Agreement within seven (7) days of expiration of the exclusion/opt-out deadline, if ten percent (10%) or more of Settlement Class Members request exclusion from the settlement.

E. THE LAWYERS REPRESENTING YOU

26. DO I HAVE A LAWYER IN THIS CASE?

The Court appointed the following lawyers to represent you and the other class members in this case:

Charles A. Jones, Esq., SBN 224915
JONES LAW FIRM
9585 Prototype Court, Suite B
Reno, Nevada 89521
Telephone: (775) 853-6440
Facsimile: (775) 853-6445
Email: caj@cjonelawfirm.com

Matthew Righetti, SBN 121012
RIGHETTI GLUGOSKI, P.C.
456 Montgomery Street, Suite 1400
San Francisco, CA 94101
Telephone: (415) 983-0900
Facsimile: (415) 397-9005
Email: matt@righettilaw.com

These lawyers are called Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

27. HOW WILL THE LAWYERS BE PAID AND WHAT ARE THEY ASKING FOR?

For more than nine years, Class Counsel have represented and continue to represent the Class on a contingency-fee basis. That means that Class Counsel have advanced all their time and expenses over that time period and have not been paid for their work expecting that they will be paid if money is recovered for the Class. It is common to award attorney's fees as a percentage of the settlement amount negotiated by the attorneys for the class. As part of the final approval hearing, Class Counsel will request an award of attorney's fees up to 33% of the Gross Settlement Amount (\$21,664,500), plus the actual out-of-pocket costs they have paid in this case in the amount of \$312,000. This amount constitutes full and complete compensation for all legal fees, costs, and expenses of all Class Counsel, including costs and expenses resulting from experts and other vendors retained by Class Counsel in connection with the litigation. Settlement Class Members will not be required to pay Class Counsel for any other attorney's fees, costs or litigation expenses out of their own pockets. Any Attorney's Fees and Litigation Costs awarded to Class Counsel by the Court will be deducted from the Gross Settlement Amount. Class Counsel will submit an application to the Court for the payment of Attorney's Fees and Litigation Costs. This application will be filed with the Court on or before March 11, 2019 and will be accessible for viewing at either the courthouse, or through the Court docket in this case through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>. Any amount of requested Attorney's Fees and Litigation Costs not awarded by the Court to Class Counsel will revert to the Net Settlement Amount.

In addition to Attorney's Fees and Litigation Costs, Class Counsel will be asking the Court to award the Class Representative, Kathy Williamson, an Enhancement Award in the amount of \$25,000. Class Counsel will also ask the court to award the additional named Plaintiff, Nisha Brown, an Enhancement Award in the amount of \$5,000. Any Enhancement Awards approved by the Court is for the time and effort expended by the Class Representative and named Plaintiff on behalf of this

litigation, their willingness to accept the risk of paying Walmart's costs in the event of an unsuccessful outcome, and their willingness to release any and all claims they may have against Walmart. Any requested Enhancement Award amounts not awarded by the Court to the Class Representative and Plaintiff will revert to the Net Settlement Amount.

Finally, Class Counsel will be asking the Court to award the Settlement Administrator up to \$150,000 to compensate them for the costs actually incurred in administering this Settlement. Any requested amounts not awarded by the Court to the Settlement Administrator will revert to the Net Settlement Amount.

F. OBJECTING TO THE SETTLEMENT

You can tell the Court you don't agree with the settlement or some part of it.

28. How do I tell the Court That I Don't Like the Settlement?

If you are a Settlement Class Member, you can object to the settlement if you don't like any part of it. If you do not exclude yourself from the Settlement, but you feel that any of the terms of the Settlement are not fair, you may object to the Settlement before final approval by the Court. You can ask the Court to deny approval of the Settlement by filing an objection. You can't ask the Court to order a larger Settlement; the Court can only approve or deny the Settlement. If the Court denies approval, no Settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object.

If you object to the proposed Settlement, your objection must be in writing and filed with the Court. You may also appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for paying that attorney. All written objections and supporting papers must: (a) clearly identify the case name and number (*Brown et al v. Wal-Mart Stores, Inc.*, Case No. 5:09-cv-03339-EJD); (b) be submitted to the Court either by mailing them to the Class Action Clerk, United States District Court for the Northern District of California, 280 South 1st Street, Room 2112 San Jose, CA 95113, or by filing them in person at any location of the United States District Court for the Northern District of California, and (c) be filed or postmarked on or before February 25, 2019.

29. What's the difference between objecting and excluding?

Objecting is telling the Court that you don't like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you don't want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you. If you choose to object, but also wish to still be entitled to a Settlement Payment if your objection is overruled by the Court, you must also submit a valid and timely-filed Claim Form.

G. THE COURT'S FAIRNESS HEARING

The Court will hold a Final Approval Hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you don't have to.

30. When and Where will the Court decide whether to approve the Settlement?

A hearing for final approval of the Settlement is currently set for 10:00 a.m., on March 28, 2019 in Courtroom 4 of the United States District Court for the Northern District of California, located at 280 South 1st Street, San Jose, CA 95113. At the hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. Judge Davila will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay Class Counsel in Attorney’s Fees and Litigation Costs. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

31. Do I have to come to the Final Approval Hearing?

No. Class Counsel will answer any questions that Judge Davila may have. But you are welcome to come at your own expense. If you send an objection, you don’t have to come to Court to talk about it. As long as you filed your objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it’s not necessary.

Please note that the Final Approval Hearing date may change without further notice to you. Please check the settlement website or the Court docket in this case through the Court’s Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov> to confirm that the date has not been changed. If the District Court overrules your objection and you have timely submitted a valid Claim Form, you will be bound by the terms of the Settlement and receive a Settlement Payment.

H. IF YOU DO NOTHING

32. What happens if I do nothing at all?

If you do nothing, you’ll get no money from this Settlement. But, unless you exclude yourself, you won’t be able to start a lawsuit, or be part of any other lawsuit against Walmart about the legal issues in this case – whether Wal-Mart violated any laws, including Section 14 of California Wage Order 7-2001 by failing to provide seats to its front-end cashiers during the Class Period.

You can decide to do nothing in response to this Notice of Settlement. ***Be advised that if you choose to do nothing, you will be bound by the Release even though you will not receive a Settlement Payment.*** If you do not want to be bound by the Release, you must exclude yourself from the Settlement by sending in the Exclusion Form.

I. GETTING MORE INFORMATION

33. Are there more details about the Settlement?

This Notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement available at www.californiaseatinglaw.com, by contacting the court-appointed notice/claim administrator, Phoenix Settlement Administrators, at 1-800-560-6037 or www.californiaseatinglaw.com, by contacting Class Counsel, by accessing the Court docket in this case through the Court’s Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, 280 South 1st Street, Room 2112, San Jose, CA 95113.

34. Will I be retaliated against if I participate in the Settlement?

No. Walmart will not retaliate against any person who participates in this Settlement and, if you are a current employee of Walmart, your participation in this Settlement will not affect your continued employment with Walmart.

35. What do my lawyers think about the Settlement?

Plaintiffs, the Class Representative, and Class Counsel strongly support the Settlement. Their reasons include the risk of a trial on the merits, the inherent delays and uncertainties associated with continued litigation, and the possibility that the Class might not receive any recovery. Based on their experience in litigating similar cases, Class Counsel believe that further proceedings in this case, including a trial and probable appeals, would be very expensive and protracted. No one can confidently predict how the various legal questions at issue, including the amount of penalties, would ultimately be resolved. Therefore, upon careful consideration of all of the facts and circumstances of this case, Class Counsel believe that the Settlement is fair, reasonable, and adequate.

36. What should I do if I move?

If you move after receiving this Notice, if it was misaddressed, or if for any reason you want your payment or future correspondence concerning this action and the Settlement to be sent to a *different* address, you should supply that address to the Administrator at: Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92867. It is your obligation to keep the Settlement Administrator informed of any changes in your mailing address until your Settlement Payment is received, should final approval of the Settlement be granted. Failing to provide the Settlement Administrator with any change of your mailing address may prevent you from receiving your Settlement Payment.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT OR CLAIM PROCESS! YOU MAY, HOWEVER, CALL ANY OF THE CLASS COUNSEL LISTED ABOVE.

Dated: December 27, 2018 by Order of the United States District Court for the Northern District of California.