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5 Irvine, CA 92618
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7 Attorneys for Plaintiff, Manuel Flores
on behalf of himself and all others similarly situated
8

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
FOR THE COUNTY OF SAN BERNARDINO

10 MANUEL FLORES on behalf of himself
11 and all others similarly situated,

12 Plaintiff,

13 vs.

14 WALMART INC., a Delaware
15 corporation, and DOES 1 through 50,
16 inclusive,

17 Defendant.

18 MANUEL FLORES on behalf of the
general public as private attorney general,

19 Plaintiff,

20 vs.

21 WALMART INC., a Delaware
22 corporation, and DOES 1 through 50,
23 inclusive,

24 Defendant.

Case No. CIVDS2023061
[Related Flores Case No. CIVDS2014060,
Related Waltz Case Nos. CIV SB2117018 and
CIV SB 2133560]

Assigned for all purposes to:
Judge: Hon. Joseph T. Ortiz
Dept.: S17

**FIRST AMENDMENT TO CLASS ACTION
AND PAGA SETTLEMENT**

1 DEAN WALTZ an individual, on behalf of
2 himself and on behalf of all persons
3 similarly situated,

4 Plaintiff,

5 vs.

6 WAL-MART ASSOCIATES, INC., a
7 Corporation; and DOES 1 through 50,
8 inclusive,

9 Defendants.

10 DEAN WALTZ an individual, on behalf of
11 himself and on behalf of all persons
12 similarly situated,

13 Plaintiff,

14 vs.

15 WAL-MART ASSOCIATES, INC., a
16 Corporation; and DOES 1 through 50,
17 inclusive,

18 Defendants.

19 Plaintiffs Manuel Flores and Dean Waltz ("Plaintiffs") and Defendants Walmart Inc. and
20 Wal-Mart Associates, Inc. ("Defendants" and/or "Walmart") hereby agree, as evidenced by the
21 signatures below, to amend and to be bound by this First Amendment to the Class Action and
22 PAGA Settlement Agreement ("Amendment") which is intended to replace and supersede the
23 sections of the Class Action and PAGA Settlement Agreement ("Agreement") as specifically set
24 forth below:

25 The terms used herein shall have the same meaning as in the Agreement unless defined
26 differently in this Amendment. This Amendment is being made in accordance with the
27 Agreement which states: "This Agreement, and all parts of it, may be amended, modified,
28 changed, or waived only by an express written instrument signed by all Parties or their
representatives, and approved by the Court." (Agreement, ¶ 13.9; *see also id.* at ¶13.5).

1 Except as specifically provided herein, the Agreement shall remain in full force and effect.
2 The Agreement shall be modified as follows:

3 **1. Paragraph 1.38 (Released Class Claims) of the Agreement**

4 Paragraph 1.38 (Released Class Claims) of the Agreement is amended to add the
5 following sentence:

6 Further, the Released Class Claims do not extend to the meal period claims that are the
7 subject of the jury's verdict and the Court's judgment in *Chelsea Hamilton et. al., v. Wal-*
8 *Mart Stores, Inc. et. al.*, Case No. 5:17-cv-01415 AB (KKx) (Central District of
9 California).

10 **2. Paragraph 6.2 (Release by Participating Class Members) of the Agreement**

11 Paragraph 6.2 of the Agreement is amended to add the following sentence:

12 Provided, however, the Release by Participating Class Members does not extend to the
13 meal period claims that are the subject of the jury's verdict and the Court's judgment in
14 *Chelsea Hamilton et. al., v. Wal-Mart Stores, Inc. et. al.*, Case No. 5:17-cv-01415 AB
15 (KKx) (Central District of California).

16 **3. Paragraph 1.11 of the Agreement:**

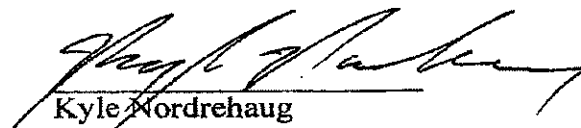
17 Paragraph 1.11 of the Agreement is revised to replace Exhibit A, the Class Notice, with
18 Exhibit A-1. All references in the Agreement to Exhibit A are also replaced with Exhibit A-1.
19 The revisions to the Class Notice are to add the sentence to the end of Paragraph 3(9) of the Class
20 Notice as shown in the yellow highlighted text in the attached Exhibit A-1.¹

21 Dated: May 16, 2023



22 James Hawkins
23 Isandra Fernandez
24 Lance Dacre
25 JAMES HAWKINS, APLC
26 Attorneys for Plaintiff
27 Manuel Flores

28 Dated: May 15, 2023

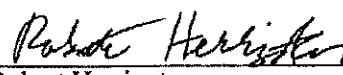


29 Kyle Nordrehaug
30 BLUMENTHAL, NORDREHAUG, BHOWMIK,
31 DE BLOUW LLP
32 Attorneys for Plaintiff
33 Dean Waltz

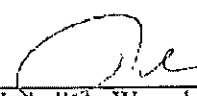
¹ The yellow highlight is for illustrative purposes only.

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Dated: May 16, 2023


Robert Herrington
Naomi Beer
GREENBERG TRAURIG, LLP
Attorneys for Defendant
Walmart Inc.

Dated: May 16, 2023


Mitchell A. Wrosch
OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.
Attorneys for Defendant
Wal-Mart Associates, Inc.

Dated: May __, 2023

Kerri Ruttenberg
Senior Vice President and General Counsel
Defendants Walmart Inc.
and Wal-Mart Associates, Inc.

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Dated: May __, 2023

Robert Herrington
Naomi Beer
GREENBERG TRAURIG, LLP
Attorneys for Defendant
Walmart Inc.

Dated: May __, 2023

Mitchell A. Wrosch
OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.
Attorneys for Defendant
Wal-Mart Associates, Inc.

Dated: May 15, 2023 | 10:00 CDT

Kerri Ruttenberg

Kerri Ruttenberg
Senior Vice President and General Counsel
Defendants Walmart Inc.
and Wal-Mart Associates, Inc.

EXHIBIT A-1

[NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION AND HEARING DATE FOR
FINAL COURT APPROVAL]

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

San Bernardino County Superior Court

Manuel Flores v. Walmart Inc., Case No. CIVDS2023061; *Manuel Flores v. Walmart Inc.*, Case No. CIVDS2014060; *Dean Waltz v. Wal-Mart Associates, Inc.*, Case No. CIVSB2117018; *Dean Waltz v. Wal-Mart Associates, Inc.*, Case No. CIVSB2133560.

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from a Settlement of the employee class action lawsuits ("Actions") against Walmart Inc. and/or Wal-Mart Associates, Inc. ("Walmart") for alleged wage and hour violations. The Actions were filed by former Walmart employees, Manuel Flores and Dean Waltz ("Plaintiffs"), and seek payment of (1) back wages and other relief for a class of non-exempt, hourly employees ("Class Members") who worked at Walmart California supply chain facilities during the Class Period (March 9, 2016 to January 7, 2023); and (2) penalties under the California Private Attorney General Act ("PAGA") for a class of non-exempt hourly employees who worked at Walmart California supply chain facilities during the PAGA Period (June 2, 2021 to January 7, 2023) ("Aggrieved Employees").

The proposed Settlement has two main parts: (1) a Class Settlement requiring Walmart to fund Individual Class Payments, and (2) a PAGA Settlement requiring Walmart to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on Walmart's records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be \$_____ (less withholding) and your Individual PAGA Payment is estimated to be \$_____.** The actual amount you may receive likely will be different and will depend on a number of factors. If no amount is stated for your Individual PAGA Payment, then according to Walmart's records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.

The above estimates are based on Walmart's records showing that **you worked _____ workweeks** during the Class Period and **you worked _____ pay periods** during the PAGA Period. If you believe that you worked more workweeks and/or pay periods during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Walmart to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Walmart.

If you receive this notice, you have two basic options under the Settlement:

1. **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims against Walmart.
2. **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting a written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Walmart, and, if you are an Aggrieved Employee, you remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Walmart will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment. In exchange, you will give up your right to assert the wage claims against Walmart, that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement The Opt-out Deadline is _____	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Walmart must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue PAGA Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement Written Objections Must be Submitted by _____	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and the Plaintiffs who pursued the Actions on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the _____ Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on _____. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance

	platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks Written Challenges Must be Submitted by _____	The amount of your Individual Class Payment and PAGA Payment (if any) depends on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Walmart Inc's records is stated on the first page of this Notice. If you disagree with this number, you must challenge it by _____. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former Walmart supply chain associates. The Actions accuse Walmart of violating California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination and reimbursable expenses, and failing to provide meal periods, rest breaks, and accurate itemized wage statements. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under PAGA. Plaintiffs are represented by attorneys in the Action: James Hawkins and Isandra Fernandez of James Hawkins APLC; Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik of Blumenthal Nordrehaug Bhowmik De Blouw LLP; and Mohamed Eldessouky of Eldessouky Law (collectively "Class Counsel").

Walmart strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Plaintiffs or Walmart is correct on the merits. In the meantime, Plaintiffs and Walmart hired an experienced, neutral, mediator in an effort to resolve the Actions by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement" or "Settlement") and agreeing to jointly ask the Court to enter a judgment ending the Actions and enforcing the Agreement, Plaintiffs and Walmart have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Walmart does not admit any violations or concede the merit of any claims.

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Walmart has agreed to pay a fair, reasonable, and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Walmart will pay Nineteen Million Dollars (\$19,000,000) as the Gross Settlement Amount ("Gross Settlement"). Walmart has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class

Payments, Individual PAGA Payments, Class Representative Service Payments, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the LWDA.

2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

A. Up to \$6,333,333.33 (1/3 of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$40,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

B. Up to \$10,000 to each named Plaintiff as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Class Payments and any Individual PAGA Payment.

C. Up to \$105,000 to the Administrator for services administering the Settlement.

D. Up to \$400,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% to Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.

4. Taxes Owed on Payments to Class Members. Plaintiffs and Walmart are asking the Court to approve an allocation of 50% of each Individual Class Payment to taxable wages ("Wage Portion") and 50% to remuneration other than wages ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Walmart will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiffs and Walmart have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name.

If the monies represented by your check are sent to the Controller's Unclaimed Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than 45 days after the Administrator mails the Class Notice (plus an additional 14 days for

Class Members whose Class Notice is re-mailed) that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Walmart.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Walmart based on the PAGA Period facts alleged in the Actions.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Walmart have agreed that, in either case, the Settlement will be void: Walmart will not pay any money and Class Members will not release any claims against Walmart.

8. Administrator. The Court has appointed a neutral company, ILYM Group, Inc., (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

9. Participating Class Members' Release. After the Judgment is final and Walmart has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Walmart or related entities for wages based on the Class Period facts, as alleged in the Actions and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all class claims pled or which could have been pled, whether known or unknown, that reasonably arise out of the same set of operative facts or are reasonably related to the allegations contained in either or both of the Operative Complaints filed by Plaintiffs in the *Flores* Class Action and the *Waltz* Class Action which occurred during the Class Period (the "Operative Complaints"). Except as expressly set forth in this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or class claims based on facts occurring outside the Class Period. Further, the Release by Participating Class Members does not extend to the meal period claims that are the subject of the jury's verdict and the Court's judgment in *Chelsea Hamilton et. al., v. Wal-Mart Stores, Inc. et. al.*, Case No. 5:17-cv-01415 AB (KKx) (Central District of California).

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Walmart has paid the Gross Settlement and separately paid the employer-side payroll taxes, all Aggrieved Employees will be barred from asserting PAGA claims against Walmart, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Walmart or its related entities based on the PAGA Period facts alleged in the Actions and resolved by this Settlement.

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

All Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties, from all PAGA claims pled or which could have been pled, whether known or unknown, that reasonably arise out of the same set of operative facts or are reasonably related to the allegations contained in either or both of the Operative Complaints filed by Plaintiffs in the *Flores* PAGA Action and the *Waltz* PAGA Action and PAGA Notices sent by Plaintiffs that occurred during the PAGA Release Period as to the Aggrieved Employees.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$100,000 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.

3. Workweek Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Walmart's records, are stated in the first page of this Notice. You have until _____ to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Walmart's calculation of Workweeks and/or Pay Periods based on Walmart's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Walmart's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as

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Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member who is an Aggrieved Employee).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Manuel Flores v. Walmart Inc.*, Case No. CIVDS2023061, and include your identifying information (full name, address, telephone number, approximate dates of employment, and last four digits of your social security number for verification purposes. You must make the request yourself. If someone else makes the request for you, it will not be valid. **You must send your request to be excluded to the Administrator by _____, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement if you do not believe the Settlement is fair. Documents relating to the Settlement may be viewed on the Administrator's Website _____ (url) or the Court's website <https://www.sb-court.org/divisions/civil-general-information/court-case-information-and-document-sales>.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object that the proposed Settlement is unfair. **The deadline for sending written objections to the Administrator is _____.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Manuel Flores v. Walmart Inc.*, Case No. CIVDS2023061, and include your name, current address, telephone number, and approximate dates of employment for Walmart and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _____ (date) at _____ (time) in Department S-26 of the San Bernardino County Superior Court, located at 247 West Third Street, San Bernardino, CA 92415. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally, telephonically, or virtually. Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website admin website or court website <https://www.sb-court.org/divisions/civil-general-information/court-case-information-and-document-sales> and entering the Case Number for the Actions, Case No. CIVDS2023061, CIVDS2014060, CIVSB2117018, or CIVSB2133560, beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Walmart and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Administrator's website at (admin website), or contact the Administrator using the contact information listed below, or consult the Superior Court website by going to <https://www.sb-court.org/divisions/civil-general-information/court-case-information-and-document-sales> and entering the Case Number for the Actions, Case No. CIVDS2023061, CIVDS2014060, CIVSB2117018, or CIVSB2133560. You can also contact Class Counsel.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

Name of Attorneys: James Hawkins and Isandra Fernandez

Name of Firm: James Hawkins APLC

Mailing Address: 9880 Research Drive, Suite 200, Irvine, CA 92618

Telephone: 949-387-7200

Class Counsel:

Name of Attorneys: Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik

Name of Firm: Blumenthal Nordrehaug Bhowmik De Blouw LLP

Mailing Address: 2255 Calle Clara, La Jolla, CA 92037

Telephone: 858-551-1223

Class Counsel:

Name of Attorney: Mohamed Eldessouky

Name of Firm: Eldessouky Law

Mailing Address: 2400 E. Katella Ave., Suite 800, Anaheim, CA 92806

Telephone: 714-409-8991

Settlement Administrator:

Name of Company: ILYM Group, Inc.

Email:

Mailing Address: 14751 Plaza Dr., Ste J, Tustin, CA 92780

Telephone: 888-250-6810

Fax Number: 888-845-6185

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void

you should consult the California Unclaimed Property Fund website at https://www.sco.ca.gov/upd_msg.html for information and instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.