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Attorneys for Plaintiffs and the Class
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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

HECTOR J. MEJIA on behalf of himself
and all others similarly situated,

Plaintiffs,

v.

WALMART INC., a Delaware corporation;
and DOES 1 through 10, inclusive,

Defendant.

Case No.: CIVSB-2207614

[Assigned for all purposes to the Hon. David E.
Driscoll, Dept. S26]

**DECLARATION OF TAYLOR MITZNER
WITH RESPECT TO NOTICE AND
SETTLEMENT ADMINISTRATION**

Date: April 16, 2024
Time: 8:30 a.m.
Dept.: S26

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18 Attorneys for Plaintiffs and the Class
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1 I, Taylor Mitzner, declare as follows:

2 1. I am a Case Manager at Phoenix Settlement Administrators (“Phoenix”), the
3 Court-appointed Class Action Settlement Administrator for *Hector J. Mejia v. Walmart Inc.* (the
4 “Action”). I have personal knowledge of the facts stated herein and, if called upon to testify, I
5 could and would testify competently to such facts.

6 2. Phoenix was selected by the Parties to provide notice of the Settlement and
7 perform class administration duties in this Action. Pursuant to the Joint Stipulation of Class
8 Action and Representative Action Settlement (“Settlement Agreement” or “Settlement”) for this
9 matter, Phoenix was responsible for: (i) preparing, translating, printing, and mailing the *Notice of*
10 *Class and Representative Action Settlement and Final Hearing Date* (“Notice”); (ii) responding
11 to inquiries from Class Members; (iii) determining the validity of letters indicating a request to
12 be excluded from the Class Settlement (“Requests for Exclusion”), written objections to the
13 Class Settlement (“Notices of Objection”), and/or dispute regarding the number of pay periods
14 worked by Class Members; (iv) calculating the Net Settlement Amount and the Individual
15 Settlement Payments to Class Members; (v) calculating and issuing the Individual Settlement
16 Payments and distributing them to Settlement Class Members and Individual PAGA Payments to
17 Aggrieved Employees; (vi) issuing the payment to Class Counsel for attorneys’ fees and costs,
18 the Enhancement Payments to all four Plaintiffs, and the employer/employee payroll taxes to the
19 appropriate taxing authorities; and (vii) such other tasks as set forth in the Settlement Agreement
20 or as the Parties mutually agree or as the Court orders.

21 3. On January 11, 2024, Phoenix received a data file from Defense Counsel that
22 contained names, last known mailing addresses, Social Security numbers, dates of employment,
23 pay periods for each Class Member from April 6, 2017 to December 31, 2022 (“Sick Pay Class
24 Period”), pay periods for each Aggrieved Employee from April 12, 2021 to December 31, 2022
25 (“PAGA Period”), and whether the Class Member was a former employee (“Class List”). The
26 final mailing list contained one hundred nine thousand two hundred twenty-two (109,222)
27 individuals identified as Class Members.
28

1 4. On January 18, 2024, Phoenix conducted a National Change of Address
2 (“NCOA”) search in an attempt to update the class list of addresses as accurately as possible. A
3 search of this database provides updated addresses for any individual who has moved in the
4 previous four (4) years and notified the U.S. Postal Service of their change of address.

5 5. On February 9, 2024, Phoenix mailed the Notice via U.S. first class mail, in
6 English, to all one hundred nine thousand two hundred twenty-two (109,222) Class Members on
7 the Class List. The Notice was made available in Spanish on the case website at mejia-v-
8 walmart.phoenixcases.com. A true and correct copy of the mailed Notice is attached hereto as
9 **Exhibit A.**

10 6. As of the date of this declaration, four hundred ninety-six (496) Notices have been
11 returned to Phoenix. None were returned with a forwarding address. For the four hundred ninety-
12 six (496) Notices returned from the Post Office without a forwarding address, Phoenix attempted
13 to locate a current mailing address using TransUnion TLOxp, one of the most comprehensive
14 address databases available for skip tracing. Of the one hundred four hundred ninety-six (496)
15 Notices that were skip traced, four hundred thirteen (413) updated addresses were obtained and
16 the Notice was promptly re-mailed to those Class Members via first class mail.

17 7. As of the date of this declaration, eighty-three (83) Notices remain undeliverable
18 since an updated address could not be obtained via skip trace.

19 8. As of the date of this declaration, Phoenix has received ten (10) Requests for
20 Exclusion from Class Members. The deadline to request exclusion from the Class Settlement is
21 March 25, 2024.

22 9. As of the date of this declaration, Phoenix has received zero (0) Notices of
23 Objection from Class Members. The deadline for objecting to the Class Settlement is March 25,
24 2024.

25 10. As of the date of this declaration, Phoenix has received zero (0) disputes from
26 Class Members. The deadline for submitting a dispute is March 25, 2024.
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1 11. As of the date of this declaration, there are one hundred nine thousand two
2 hundred twelve (109,212) Class Members who have not submitted timely and valid Requests for
3 Exclusion and are therefore deemed participating Settlement Class Members, representing
4 99.99% of the Class.

5 12. The Net Settlement Amount (“NSA”) of \$6,882,287.07 available to pay
6 Settlement Class Members was determined by subtracting the requested Class Counsel attorneys’
7 fees (\$4,200,000.00), and Class Counsel costs (\$45,762.93), requested Enhancement Payment to
8 four Plaintiffs (\$10,000.00 each for a total of \$40,000.00), the PAGA Payment (\$400,000.00),
9 and the requested Settlement Administration Costs (\$431,950.00) from the Gross Settlement
10 Amount (\$12,000,000.00).

11 13. Per the terms of the Settlement, fifty percent (50%) of the NSA will be distributed
12 to the Sick Pay Class Members based on the number of pay periods (“Sick Pay Share”). There
13 are a total of ninety-seven thousand seven hundred eight (97,708) Sick Pay Class Members who
14 worked 4,225,213 pay periods. The amount per pay period is approximately \$0.81. Sick Pay
15 Class Members will be issued payment of their Sick Pay Shares subject to reduction for the
16 employee’s share of taxes and withholdings with respect to the wages portion.

17 14. Per the terms of the Settlement, fifty percent (50%) of the NSA will be distributed
18 to the Former Employee Sick Pay Class Members on an equal basis (“Former Employee Sick
19 Pay Share”). There are a total of fifty-eight thousand six hundred thirty-six (58,636) Former
20 Employee Sick Pay Class Members. Each Former Employee Sick Pay Class Member will
21 receive a payment of approximately \$58.69.

22 15. Based upon the calculations stipulated in the Settlement, the highest Individual
23 Settlement Share to be paid is approximately \$230.53, the lowest Individual Settlement Share to
24 be paid is approximately \$1.63, while the average Individual Settlement Share to be paid is
25 approximately \$63.02.

26 16. Additionally, \$400,000.00 of the Gross Settlement Amount has been allocated
27 toward penalties under the Private Attorneys General Act (“PAGA Payment”), of which 75%, or
28

1 \$300,000.00, shall be paid to the Labor and Workforce Development Agency (“LWDA”), and
2 25%, or \$100,000.00, of which shall be paid to all individuals who are members of the Sick Pay
3 Class and who are or were employed by Defendant during the PAGA Period (“Aggrieved
4 Employees”). There are sixty-eight thousand five hundred ninety-three (68,593) Aggrieved
5 Employees who worked a total of 2,281,905 pay periods during the PAGA Period. The highest
6 Individual PAGA Payment to be paid is approximately \$1.97, the lowest Individual PAGA
7 Payment to be paid is approximately \$0.04, and the average Individual PAGA Payment to be
8 paid is approximately \$1.45.

9 17. Pursuant to the Settlement, Defendants will fund the employer-side taxes due
10 separately and apart from the Gross Settlement Amount.

11 18. Phoenix’s costs associated with the administration of this matter are \$431,950.00.
12 This includes all costs incurred to date, as well as estimated costs involved in completing the
13 settlement distribution. A true and correct copy of the invoice from Phoenix is attached hereto as
14 **Exhibit B.**

15 I declare under penalty of perjury and the laws of the State of California that the
16 foregoing is true and correct and that this declaration was executed on March 15, 2024, at
17 Orange, California.
18

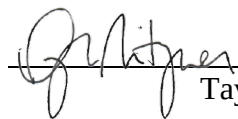
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21 Taylor Mitzner
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Exhibit A

NOTICE OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT AND FINAL HEARING DATE

(*Mejia, et al. v. Walmart Inc., et al.*,
San Bernardino County Superior Court Case No. CIV-SB-2207614)

(SI DESEA UNA COPIA DE ESTE AVISO EN ESPAÑOL, PUEDE OBTENERLA EN ESTE SITIO WEB: MEJIA-V-WALMART.PHOENIXCASES.COM)

PLEASE READ THIS NOTICE CAREFULLY
 YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

You Can Do Nothing:	If you do nothing and the Court grants final approval of the Settlement, you will become part of the Action and may receive a payment from the Settlement. You will be bound to the release of the Released Claims as defined in the Settlement Agreement and the Judgment. You will also give up your right to pursue the Released Claims as defined below. See Section 3.
You Can Opt Out Of The Settlement:	If you do not want to participate as a Settlement Class Member, you may “opt out,” which will remove you from the Class Settlement, but not the PAGA Settlement. If the Court grants final approval of the Settlement, you will not receive a payment from the Net Settlement Amount, and you will not give up the right to sue Defendants and the Released Parties for the Released Claims as defined below. You will, however, receive the payment to which you are entitled, if any, from the PAGA Amount. See Section 6. The deadline to opt out is March 25, 2024.
You Can Object To The Settlement:	You may submit a legal objection to the proposed Settlement. If you would like to object, you may not opt out of the Settlement. See Section 6. The deadline to submit written objections is March 25, 2024.
You Can Participate In The Final Approval Hearing:	The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on April 16, 2024 at 8:30 a.m., in Department S22 of the San Bernardino County Superior Court, located at 247 West Third Street, San Bernardino, California 92415.

(1) Why did I get this notice?

A proposed class action settlement (the “Settlement”) of this lawsuit pending in the San Bernardino County Superior Court (the “Court”) and entitled *Mejia, et al. v. Walmart Inc., et al.*, Case No. CIV-SB-2207614 (the “Action”) has been reached between Plaintiffs Mejia, Dearl Powell (“Powell”), Christina Gast (“Gast”), and Elijha Gonzalez (“Gonzalez”) (collectively, “Plaintiffs”) and Defendants Walmart Inc., Wal-Mart Associates, Inc. and Wal-Mart Stores, Inc. (“Walmart”). The Court has granted preliminary approval of the Settlement.

There are two components to the Settlement: (1) a Class Settlement, which resolves the Released Claims for Former Employee Sick Pay Class, and Released Claims for Sick Pay Class, as set forth in more detail in Section 5 below; and (2) a PAGA Settlement, which is a settlement of claims for civil penalties under the California Private Attorneys General Act (“PAGA”), and which resolves the PAGA Released Claims for Aggrieved Employees, as defined in this Notice.

The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights. You have received this Notice because you have been identified as a “Settlement Class Member,” meaning a member of one or more of the Classes, defined as follows:

“*Former Employee Sick Pay Class*”: all former non-exempt California employees of Walmart who worked in a Walmart retail store and whose employment ended, either voluntarily or involuntarily, at any time during the period of time from April 6, 2017, through December 31, 2022, and who during their employment with Walmart at any time between April 6, 2017, through December 31, 2022, received payment of paid sick days in the same quarter in which they earned a MyShare incentive;

“*Sick Pay Class*”: all current and former non-exempt California employees who worked at a Walmart retail store and received a payment of paid sick days in the same quarter in which they earned a MyShare incentive or within 90 days after receipt of any incentive pay during the period of April 12, 2018 through December 31, 2022.

Additionally, you may also be an “Aggrieved Employee” (defined as a member of the Sick Pay Class who was employed at Walmart in California during the PAGA Period [April 12, 2021 to December 31, 2022]), and are entitled to an “Individual PAGA Penalty,” based upon the number of pay periods you were employed at Walmart during the PAGA Period.

(2) What is this case about?

Plaintiffs Mejia, Dearl Powell (“Powell”), Christina Gast (“Gast”), and Elijha Gonzalez (“Gonzalez”) (collectively, “Plaintiffs”) are former Walmart retail store associates. Plaintiffs allege that Walmart Inc., Wal-Mart Associates, Inc. and Wal-Mart Stores, Inc. (collectively, “Walmart”) violated the California Labor Code and the California Business & Professions Code by allegedly not paying sick pay wages at the regular rate of pay by not including all non-discretionary incentive pay into the rate of pay. Plaintiffs also seek waiting-time and wage statements penalties under the Labor Code and civil penalties recoverable under the Private Attorneys General Act (the “PAGA”).

Walmart denies violating any laws or failing to pay any wages and contends it complied with all applicable laws. Walmart denies that it owes Settlement Class Members any wages, restitution, penalties, or other damages. Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Walmart, which expressly deny all liability.

The Court has not made a determination as to whether Plaintiffs or Walmart are correct. However, to avoid additional expense, inconvenience, and interference with Walmart’s business operations, the Parties have concluded that it is in their best interests and the interests of Settlement Class Members to settle the Action on the terms summarized in this Notice. After Walmart provided relevant information to each Class Counsel, the Settlement was reached after mediation and arm’s-length negotiations between the parties.

Plaintiffs and their counsel—Bradley/Grombacher, LLP, Majarian Law Group, APC, Diversity Law Group, P.C., Fitzpatrick & Swanston, and Hyun Legal, APC (collectively, “Class Counsel”) support the Settlement. While Plaintiffs and Class Counsel believe that the claims alleged in this Action have merit, they also recognize that the risk and expense of continued litigation justify settlement. Based on the foregoing, Plaintiffs and Class Counsel believe the proposed settlement is fair, adequate, reasonable, and in the best interests of Settlement Class Members.

If you are still employed at Walmart, your decision about whether to participate in the Settlement will not affect your employment. California law and Walmart’s policies strictly prohibit unlawful retaliation. Walmart will not take any adverse employment action against or otherwise target, retaliate, or discriminate against any Settlement Class Member because of the Settlement Class Member’s decision to either participate or not participate in the Settlement.

(3) What are the terms of the Settlement?

On December 19, 2023, the Court preliminarily certified the Settlement Class comprised of the Settlement Class Members, for settlement purposes only. The precise definition of the class approved for settlement can be found above and in the Settlement Agreement. Settlement Class Members who do not opt out of the Settlement pursuant to the procedures set forth in this Notice will be bound by the Settlement and will release their claims against Walmart as described below. Settlement Class Members who are also Aggrieved Employees will be bound by the Settlement with respect to the PAGA claims regardless of whether they opt out of the Settlement.

Maximum Settlement Amount. Walmart has agreed to pay \$12,000,000.00 (the “Maximum Settlement Amount”) to fully resolve all claims in the Action, including payments to Settlement Class Members, Aggrieved Employees, settlement administration costs, attorneys’ fees and expenses, Class Representatives’ Service Awards, and payment to the Labor Workforce Development Agency (“LWDA”). After the Judgment becomes Final in this Action, Walmart will pay the Maximum Settlement Amount by depositing the money with the Settlement Administrator. “Final” means the date the Judgment is no longer subject to appeal, or if an appeal is filed, the date the appeal process is completed and the Judgment is affirmed.

Court-Approved Deductions from Maximum Settlement Amount. The following deductions from the Maximum Settlement Amount to be made before settlement payments are made to Settlement Class Members will be requested by the parties and are subject to comment or objection by Participating Settlement Class Members. The Court will fix these amounts at the Final Approval Hearing:

Settlement Administration Costs. The Court has approved Phoenix Settlement Administrators to act as the “Settlement Administrator,” who is sending this Notice to you and will perform many other duties relating to the Settlement. The Court has approved setting aside up to \$431,950.00 from the Maximum Settlement Amount to pay the Settlement administration costs.

Attorneys’ Fees and Expenses. Class Counsel have been prosecuting the Action on behalf of the Settlement Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys’ fees, which will be paid from the Maximum Settlement Amount. Settlement Class Members are not personally responsible for any of Class Counsel’s attorneys’ fees or expenses. Class Counsel will ask for fees of up to thirty-five percent (35%) of the Maximum Settlement Amount, which is estimated to be \$4,200,000, as reasonable compensation for the work Class Counsel performed and will continue to perform in the Action through Settlement finalization. Class Counsel also will ask for reimbursement of up to \$100,000 for verified costs Class Counsel incurred in connection with the Action.

Service Award to Class Representative. Class Counsel will ask the Court to award each Plaintiff (a.k.a. “Class Representative”) a service award in the amount of \$10,000 for a total of \$40,000 to compensate them for their services and extra work provided on behalf of the Settlement Class Members.

PAGA Payment. Class Counsel will ask the Court to approve a payment in the total amount of \$400,000 as and for alleged civil penalties, payable pursuant to the California Labor Code Private Attorneys General Act (“PAGA”). Per Labor Code § 2699(i), seventy-five percent (75%) of such penalties, or Three Hundred Thousand Dollars and Zero Cents (\$300,000.00) will be payable to the LWDA, and the remaining twenty-five percent (25%), or One Hundred Thousand Dollars and Zero Cents (\$100,000.00), will be payable to Settlement Class Members who are also Aggrieved Employees as the “Individual PAGA Payment,” as described in Section 1, above. Individual PAGA Payments will be distributed to the Aggrieved Employees irrespective of whether they exclude themselves from the Settlement.

Calculation of Individual Settlement Class Members’ Settlement Award. After deducting the Court-approved amounts above, the balance of the Maximum Settlement Amount will form the Net Class Settlement Amount, which will be distributed to all Settlement Class Members who do not submit a valid and timely Request for Exclusion (described below).

If the Court approves all of the above amounts as requested, the Net Class Settlement Amount is estimated at approximately \$6,828,050.00, to be shared among an estimated 109,222 Settlement Class Members. The Net Class Settlement Amount will be distributed to each Settlement Class Member who does not submit a valid and timely Request for Exclusion, as defined in the Settlement Agreement (“Participating Settlement Class Members”) and as described in detail in Section 4, below.

Payments to Settlement Class Members. If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to all Participating Settlement Class Members, and Individual PAGA Payments will be mailed to all Settlement Class Members who are Aggrieved Employees regardless of whether they submit a Request for Exclusion.

Payment by Walmart of Maximum Settlement Amount. The Maximum Settlement Amount shall be paid by Walmart as follows: The Maximum Settlement Amount shall be deposited with the Settlement Administrator within 14 (14) calendar days of the Effective Date (which, for this purpose, shall be defined as the later of (1) the last date on which any appeal might be filed (i.e., no later than 60 calendar days following entry of judgment) or (2) the successful resolution of any appeal(s), including expiration of any time to seek reconsideration or further review).

Within fifteen (15) calendar days following Walmart’s deposit of the Maximum Settlement Amount with the Settlement Administrator, the Settlement Administrator will distribute the Individual Settlement Payments and Individual PAGA Payments.

Allocation and Taxes. For tax purposes, all Individual Settlement Payments to Former Employee Sick Pay Class Members and Individual PAGA Payments shall be classified as 100% penalties. Individual Settlement Payments to Sick Pay Class Members shall be classified as 20% wages and 80% penalties. The Settlement Administrator will be responsible for issuing IRS Forms W-2 for amounts deemed “wages” and IRS Forms 1099 for the amounts allocated as penalties, interest, and non-wage damages to Settlement Class Members, as applicable. Notwithstanding the treatment of the payments to each Participating Settlement Class Member above, none of the payments called for by this Settlement Agreement, including the wage portion of the Individual Settlement Payment, are to be treated as earnings, wages, pay or compensation for any purpose of any applicable benefit or retirement plan, unless required by such plans.

Release. If the Court approves the Settlement, the following claims will be released by Participating Settlement Class Members and Aggrieved Employees:

“Released Class Claims for Sick Pay Class Members” means all causes of action that were alleged or reasonably could have been alleged against the Released Parties, and that reasonably arise out of the same set of operative facts or are reasonably related to the allegations in the Complaint that Defendants did not properly pay for paid sick days provided for under the Healthy Workplace Healthy Family Act of 2014 (hereinafter “HWHFA”) (Labor Code Sections 245-249), including, but not limited to, of violations of Cal. Labor Code sections 201-203, 204, 210, 226, 226.3, 246, and 1174 and Cal. Bus. & Prof. Code section 17200 set seq. predicated on the alleged failure to properly pay for paid sick days that accrued at any time between April 12, 2018 through December 31, 2022.

“Released Class Claims for Former Employee Sick Pay Class Members” means all causes of action that were alleged or reasonably could have been alleged against the Released Parties, and that reasonably arise out of the same set of operative facts or are reasonably related to the allegations in the Complaint that Defendants did not properly pay for paid sick days provided for under the HWHFA, and that this resulted in a failure to pay all wages owed at the time of separation of employment, including but not limited to violations of Cal. Labor Code sections 201-203 and 246 that accrued at any time between April 6, 2017 through December 31, 2022.

“Released PAGA Claims” means any and all claims for civil penalties under the California Labor Code Private Attorneys General Act of 2004, Labor Code section 2698 *et seq.*, which were alleged or reasonably could have been alleged against the Released Parties, and that reasonably arise out of the same set of operative facts or are reasonably related to the allegations in the Complaint that Defendants did not properly pay for paid sick days provided for under the HWHFA, including but not limited to violations of Labor Code sections 201-203, 204, 210, 226, 226.3, 246, and 1174 predicated on the failure to properly pay for paid sick days that accrued at any time between April 12, 2021 through December 31, 2022.

“Released Parties” means Walmart and all of its past and present parent, subsidiary, and affiliated corporations, entities, divisions, general and limited partners, joint venturers and affiliates, and each of its respective current and former directors, officers, managers, employees, principals, members, agents, insurers, reinsurers, shareholders, attorneys, advisors, representatives, general partners, limited partners, joint venturers, and affiliated companies, and each of its respective executors,

predecessors, successors, assigns and legal representatives.

Conditions of Settlement. The Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement as fair, reasonable, adequate and in the best interests of the Settlement Class, and the entry of Judgment.

Please be advised that you are responsible for all taxes, penalties and interest owed with respect to your Settlement payment, regardless of the foregoing allocations. You should consult with an accountant or other tax professional with any questions. Neither the Parties, their lawyers nor the Court is providing you with financial or tax advice.

You must cash your Settlement check by the void date stated on the check (180 days of issuance). If you do not cash your check by the void date, your check will be automatically cancelled, and your funds will be sent to the California State Controller's Office to be held in your name.

(4) How Much Will My Payment Be?

According to Walmart's records, you have been identified as a member of the «Class». Based on Walmart's records, and the Parties' current assumptions, your Individual Settlement Payment is estimated to be «ISP» and your Individual PAGA Payment is estimated to be «PAGA_Amt». The actual amount you may receive may be different and will depend upon the number of pay periods during which you worked at Walmart and were subject to the alleged sick pay miscalculation (see Section 3 below) between April 6, 2017, and December 31, 2022.

Specifically, your share of the Net Class Settlement Amount will be determined based on the following allocation:

- (1) 50% of the Net Settlement Amount is allocated to the Sick Pay Class Members by dividing said amount by the total number of pay periods in which all Sick Pay Class Members were paid sick pay wages in the same time period that they earned any incentive pay between April 12, 2018 and December 31, 2022, and multiplying said value by the number of pay periods each Sick Pay Class Member was paid sick pay wages in the same time period that they earned any incentive pay between April 12, 2018 and December 31, 2022; and/or
- (2) 50% of the Net Settlement Amount is allocated to the Former Employee Sick Pay Class Members on a pro rata basis based on the number of Former Employee Sick Pay Class Members.

Your Individual PAGA Payment is based upon the fact that Walmart's records reflect you worked «PAGA_Pay_Periods» pay periods during the PAGA Period (April 12, 2021, and December 31, 2022).

If you wish to challenge these calculations, you must submit documentation pertaining to your dispute in accordance with the terms set forth in Section 6 below.

(5) How can I claim money from the Settlement?

To get money from the settlement, you do not have to do anything. If you do nothing, you will be entitled to your share of the Settlement based on the calculations described above. You also will be bound by the Settlement, including the release of claims stated above.

(6) What other options do I have?

Dispute Information in Notice of Settlement Award. If you disagree with the calculation of your settlement amount, you may submit a dispute, along with any supporting documentation, in accordance with the procedures stated herein. Any disputes, along with supporting documentation, must be postmarked no later than March 25, 2024. **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.**

The Parties and the Settlement Administrator will evaluate the evidence submitted and discuss in good faith how to resolve any disputes submitted by Settlement Class Members. The Settlement Administrator's decision regarding any dispute will be final.

Exclude Yourself from the Settlement. If you **do not** wish to take part in the Settlement, you may exclude yourself by sending to the Settlement Administrator a written Request for Exclusion, at P.O. Box 7208, Orange, CA 92863 within forty-five (45) calendar days of the date of the initial mailing of the Class Notice (the "Response Deadline"). The Request for Exclusion must: (1) contain the case name and number of the Mejia Lawsuit; (2) contain the full name, address, signature, telephone number, and the last four digits of the Social Security number of the Settlement Class Member requesting exclusion; (3) clearly state that the Settlement Class Member does not wish to be included in the Class Settlement; and (4) be submitted by mail to the Settlement Administrator at the specified address, postmarked on or before the March 25, 2024. The Request for Exclusion will be deemed valid if the Settlement Administrator can ascertain the identity of the Settlement Class Member and ascertain that the Settlement Class Member wants to opt out of the Class Settlement. The date of the postmark on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Settlement Class Member who requests to be excluded from the Class Settlement will not be entitled to any Individual Settlement Payment and will not be bound by the terms of the Class Settlement or have any right to object, appeal or comment thereon.

Objecting to the Settlement. Settlement Class Members who do not submit a valid and timely Request for Exclusion (i.e., Participating Settlement Class Members) may object to the Class Settlement by submitting a completed and timely written objection ("Notice of Objection") to the Settlement Administrator or by presenting an objection orally at the Final Approval Hearing. The Notice of Objection must: (1) contain the case name and number of the Mejia Lawsuit; (2) contain the full name, address, signature, and telephone number;

(3) contain the identification of any attorney that represents the objector with respect to the objection; (4) contain a written statement of all grounds for the objection; (5) attach copies of any papers, briefs, or other documents upon which the objection is based; and (6) be submitted by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline. Participating Settlement Class Members who fail to object by submitting a Notice of Objection by the Response Deadline or by presenting their objection at the Final Approval Hearing will be deemed to have waived all objections to the Class Settlement and will be foreclosed from making any objections, whether by appeal or otherwise, to the Settlement Agreement. Defendants' counsel and Class Counsel may file written responses to objections at least five (5) court days before the Final Approval Hearing and may respond orally to objections at the Final Approval Hearing.

Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Telephone: (800) 523-5773

If you choose to object to the Settlement, you may also appear at the Final Approval Hearing scheduled for April 16, 2024 at 8:30 a.m. in Department S22 of the San Bernardino County Superior Court, located at 247 West Third Street, San Bernardino, California 92415. You have the right to appear either in person or through your own attorney at this hearing. Any attorney who intends to represent an individual objecting to the Settlement must file a notice of appearance with the Court and serve counsel for all parties on or before March 25, 2024. All objections or other correspondence must state the name and number of the case, which is: *Mejia v. Walmart Inc.*, San Bernardino County Superior Court Case No. CIV-SB-2207614.

If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Settlement Class Members who do not object.

(7) What is the next step?

If you are a Settlement Class Member who has not excluded yourself from the Settlement, you can object to any aspect of the Settlement, including its fairness, the amount of fees and costs to be awarded to Class Counsel, and the amount of the enhancement payment to be awarded to the Class Representatives, and you can give reasons for your objection.

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on April 16, 2024 at 8:30 a.m., in Department S22 of the San Bernardino County Superior Court, located at 247 West Third Street, San Bernardino, California 92415. The Court also will be asked to rule on Class Counsel's request for attorneys' fees and reimbursement of documented costs and expenses and the Service Award to each Class Representative. The date, time and location of the Final Approval Hearing may be changed without further notice to you. If you are interested in attending or participating in the Final Approval Hearing, you should confirm the date, time and location by contacting the Settlement Administrator. **You are not required to attend the hearing, but if you wish to attend, you may attend the hearing telephonically (remotely), which can be set up through Court Call, the website and phone number are as follows: <https://courtcall.com/> and (888) 882-6878. A prescheduled appointment is currently necessary to review any documents in the clerk's office.**

(8) How can I get additional information?

This Notice, which has been approved by the Court, is only a summary. If you wish to obtain more detailed information, you should review the Settlement Agreement, which contains the complete terms of the Settlement. The Settlement Agreement, along with the records and other papers regarding the Settlement, are available on the Settlement Administrator's dedicated website for this case located at mejia-v-walmart.phoenixcases.com. You may also contact Settlement Administrator or Class Counsel using the contact information listed below for more information.

PLEASE DO NOT CALL OR WRITE THE COURT, DEFENDANTS, OR THEIR ATTORNEYS FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS

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Settlement Administrator

Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
notice@phoenixclassaction.com
Fax: (949) 209-2503

(2) REMINDER AS TO TIME LIMITS

The deadline for submitting any Disputes, Requests for Exclusion, or Objections is **March 25, 2024**. These deadlines will be strictly enforced.

ADDRESS CHANGES

If you move, you must send the Settlement Administrator your new address; otherwise, you may never receive your settlement payment. It is your responsibility to keep a current address on file with the Settlement Administrator. To update your mailing address, please contact the Settlement Administrator at (800) 523-5773.

BY ORDER OF THE COURT ENTERED ON DECEMBER 19, 2023.

Exhibit B



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Class Members	109,222
Opt Out Rate	0.01%
Opt Outs Received	10
Total Class Claimants	109,212
Subtotal Admin Only	\$437,211.73

Not-to-Exceed Total **\$431,950.00**

March 15, 2024

Case: Evans/Walmart - INVOICE

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$125.00	6	\$750.00
Programming Database & Setup	\$125.00	6	\$750.00
Toll Free Setup (Automated)	\$203.50	1	\$203.50
Call Center & Long Distance	\$2.00	1,638	\$3,276.66
NCOA (USPS)	\$650.00	1	\$650.00
Total			\$5,630.16

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage / Spanish Translation / Reporting

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$125.00	3	\$375.00
Data Merge & Duplication Scrub	\$0.15	109,222	\$16,383.30
Notice Packet & Opt-Out Form	\$1.00	109,222	\$109,222.00
Estimated Postage (up to 2 oz.)*	\$0.87	109,222	\$95,023.14
Static Website	\$150.00	1	\$150.00
Spanish Translation	\$1,000.00	1	\$1,000.00
Total			\$222,153.44

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$55.00	6	\$330.00
Skip Tracing Undeliverables	\$1.00	10,922	\$10,922.20
Remail Notice Packets	\$1.00	10,922	\$10,922.20
Estimated Postage	\$0.87	10,922	\$9,502.31
Programming Undeliverables	\$50.00	4	\$200.00
Total			\$31,876.71

Database Programming / Processing Opt-Outs, Deficiencies or Disputes			
Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$135.00	3	\$405.00
Non Opt-Out Processing	\$200.00	3	\$600.00
Case Associate	\$55.00	8	\$440.00
Opt-Outs/Deficiency/Dispute Letters	\$10.00	1,092	\$10,922.20
Case Manager	\$85.00	8	\$680.00
		Total	\$13,047.20

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks			
Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$125.00	4	\$500.00
Disbursement Review	\$125.00	4	\$500.00
Programming Manager	\$85.00	4	\$340.00
QSF Bank Account & EIN	\$100.00	2	\$200.00
Check Run Setup & Printing	\$125.00	10	\$1,250.00
Mail Class Checks *	\$0.75	109,212	\$81,909.00
Estimated Postage	\$0.61	109,212	\$66,619.32
		Total	\$151,318.32

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$100.00	6	\$600.00
Remail Undeliverable Checks (Postage Included)	\$1.50	5,461	\$8,190.90
Case Associate	\$50.00	4	\$200.00
Reconcile Uncashed Checks	\$75.00	2	\$150.00
Conclusion Reports	\$125.00	1	\$125.00
Case Manager Conclusion	\$85.00	2	\$170.00
Final Reporting & Declarations	\$125.00	2	\$250.00
IRS & QSF Annual Tax Reporting * (1 State Tax Reporting Included)	\$3,500.00	1	\$3,500.00
Check to Cy-Pres	\$150.00	1	Included
Uncashed Checks to the State of California Controllers Office	\$300.00	0	\$0.00
Estimated N/A Total Class Members			
		Total	\$13,185.90

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility.

Total:	\$437,211.73
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