SETTLEMENT AGREEMENT

1. PREAMBLE

1.1 IT IS HEREBY STIPULATED AND AGREED by and between Defendant Walmart Inc. f/k/a Wal-Mart Stores, Inc. ("Defendant" or "Walmart"), on the one hand, and Plaintiff Juan Garcia ("Plaintiff" or "Garcia"), on behalf of himself and the "Settlement Class" (as defined herein), subject to the approval of the Court, that the settlement of the lawsuit entitled *Juan Garcia v. Wal-Mart Stores, Inc.*, Case No. 5:16-cv-01645 TJH (RAOx) (the "Lawsuit") shall be effectuated and subject to the following terms and conditions:

2. DEFINITIONS

2.1 "Agreement" or "Settlement Agreement" means this Settlement Agreement between the Parties.

2.2 "Amended Complaint" means the operative Fourth Amended Complaint, which was filed on June 13, 2022, ECF 192.

2.3 "Aggrieved Employees" means those Settlement Class Members who worked at Walmart's Apple Valley Distribution Center facility Number 7033 in Apple Valley, California at any time during the PAGA Release Period.

2.4 "Applicable Workweeks" means, as reflected in Walmart's records, the workweeks each Settlement Class Member worked for Walmart at Walmart's Apple Valley Distribution Center location in Apple Valley, California during the Settlement Class Period. Any workweeks during which the Settlement Class Member worked at Walmart's Apple Valley Distribution Center location any amount of time in a non-exempt position (e.g., when not on a leave of absence) will be counted as an Applicable Workweek.

2.5 Attorneys' Fees and Litigation Expenses" means the Attorneys' Fees and Litigation Expenses to be requested by Settlement Class Counsel, subject to Court approval.

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

2.7 "Class Settlement Amount" refers to the total amount of money that Walmart shall pay pursuant to this Settlement (except for the costs of CAFA Notice and the employers' share of payroll taxes), which shall consist of a total payment of

Two Million Two Hundred Fifty Thousand Dollars ($2,250,000).

2.8 "Complaint" means the original Complaint, which was filed in the Superior Court for San Bernardino County, California on May 17, 2016.

2.9 "Court" means the District Court and any appellate court that may review any orders entered by the District Court related to this Settlement.

2.10 "Defendant" means Walmart Inc. f/n/a Wal-Mart Stores, Inc.

2.11 "District Court" means the United States District Court for the Central District of California.

2.12 "Execution" means the signing of this Agreement by all signatories hereto.

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

2.14 "Individual PAGA Payment Amount" means each Aggrieved Employee's pro rata share of 25% of the PAGA Penalties for the PAGA Period, calculated in accordance with Section 5.2.6.2 of this Agreement, which share shall be sent and paid to each individual Aggrieved Employee in accordance with this Agreement.

2.15 "Individual Settlement Payment Amount" means the final gross amount to be sent and paid to each individual Settlement Class Member who does not timely opt out, excluding amounts payable as Individual PAGA Payment Amounts, in accordance with this Agreement.

2.16 "Lawsuit" means the instant action, United States District Court for the Central District of California Case No. 5:16-cv-01645 TJH (RAOx).

2.17 "Long Form Notice" means the notice substantially in the form of **Exhibit A** which shall be mailed to Settlement Class Members and posted on the Settlement Administrator website.

2.18 "LWDA" means the California Labor Workforce and Development Agency.

2.19 "LWDA Payment Amount" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code § 2699(i).

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

2.21 "Notice" means the Court-approved Notice of Proposed Settlement of Class Action Lawsuit, substantially in the form attached here to as **Exhibit A** (Long Form Notice), consistent with the notice process as described in Section 6 of this Agreement.

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

2.23 "Notice Date" means the date on which the Notice is first mailed to Settlement Class Members.

2.24 "Notice Period" means the period of time in which a Settlement Class Member may submit a Request to Opt Out or an objection to the Settlement.

2.25 "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698, et seq.).

2.26 "PAGA Pay Period" means the period of time during which an Aggrieved Employee performed work for Walmart at the Apple Valley Distribution Center on at least one shift during the PAGA Period.

2.27 "PAGA Penalty Amount" means the amount, subject to Court approval, of PAGA civil penalties to be paid from the Class Settlement Amount allocated 25% to the Aggrieved Employees and 75% to the LWDA for its share of PAGA penalties in accordance with this Agreement.

2.28 "PAGA Period" means the period of time from May 16, 2015 through and including July 16, 2017.

2.29 "PAGA Release Period" means the period of time from May 16, 2015 through September 28, 2018. The PAGA Period ends July 16, 2017, because PAGA penalties for PAGA Pay Periods after July 17, 2017 were settled through the case of *Rosa White and Keaira Jackson v. Wal-Mart, Inc.,* Case No. 37-2018-00059628-CU-OE-CTL, Superior Court of the State of California, County of San Diego, which settlement was approved by the Superior Court of the State of California County of San Diego by Judgment and Order dated June 1, 2021.

2.30 "Parties" means the Settlement Class Representative and Walmart.

2.31 "Plaintiff" means Juan Garcia.

2.32 "Preliminary Approval Order" means the District Court's order granting preliminary approval of this Settlement.

2.33 "QSF" means the Qualified Settlement Fund to be established under US Treasury Regulation section 468B-1 by the Settlement Administrator in accordance with this Agreement.

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

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

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

2.37 "Request to Opt Out" means a valid and timely request from a Settlement Class Member to exclude him or herself from the Settlement Class.

2.38 "Settlement" means the compromise and settlement of the Lawsuit as contemplated by this Settlement Agreement.

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

2.40 "Settlement Class" means the settlement class to be certified for settlement purposes in connection with this Agreement. The Settlement Class consists of all current and former hourly non-exempt employees who work or worked for Walmart at Walmart's Apple Valley Distribution Center facility Number 7033 in Apple Valley, California during the Settlement Class Period. Excluded from the Settlement Class are any exempt employees who did not work as hourly non-exempt employees during the Settlement Class Period. Persons who are members of the Settlement Class are referred to in this Agreement as "Settlement Class Members."

2.41 "Settlement Class Counsel" means the following counsel:

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RKatri@socallaborlawyers.com

2.42 "Settlement Class List" means the listing of Settlement Class Members to be provided to Settlement Class Counsel and Rust Consulting, Inc. by Walmart in accordance with Section 6.1.1 of this Agreement.

2.43 "Settlement Class Period" means the period of time from May 17, 2012 through September 28, 2018.

2.44 "Settlement Class Representative" means Juan Garcia, the named Plaintiff in the Lawsuit and the person Settlement Class Counsel shall request be appointed by the District Court as the Settlement Class Representative for purposes of the Settlement Class. Juan Garcia is also a member of the Settlement Class.

2.45 "Settlement Class Representative Payment" means the enhancement award to be requested by Settlement Class Counsel for payment to the Settlement

Class Representative, subject to Court approval in accordance with the terms of this Agreement.

2.46 "Settlement Effective Date" means the later of (1) 70 days after the entry of the Final Judgment, provided there has been no appeal, no extension of the time to appeal the entry of Final Judgment, and no other request or motion that would modify the timeline for judicial review of the Final Judgment; or (2) if an appeal or other judicial review has been taken, 70 days after the date by which the time to appeal or seek other judicial review from the appellate proceedings has expired. The provisions and deadlines set forth in this Section shall apply even if there are no objections to the Settlement.

2.47 "Walmart" means Defendant Walmart Inc., formerly known as Wal-Mart Stores, Inc.

2.48 "Walmart's Counsel" means Aaron T. Winn of Duane Morris LLP, and Naomi Beer, Robert J. Herrington, and Matthew R. Gershman of Greenberg Traurig, LLP.

3. RECITALS

3.1 On May 17, 2016, Plaintiff Juan Garcia filed a putative class action Complaint entitled *Juan Garcia v. Wal-Mart Stores, Inc.* in the Superior Court of the State of California, County of San Bernardino, Case No. CIVDS1607743. Plaintiff alleged causes of action for (i) alleged violations of California Business and Professions Code §§ 17200 et seq., (ii) alleged violations of California Labor Code §§ 200, et seq., 218, 226, 510, 511, 1194, 1198, and 2802, (iii) alleged failure to pay all wages due and illegal rounding, (iv) alleged failure to provide first and second meal breaks (Cal. Labor Code §§ 226.7 and 512, et seq.), (v) alleged inaccurate wage statements (Cal. Labor Code § 226), and (vi) alleged violations of Labor Code §§ 200, et seq.

3.2 On June 21, 2016, Plaintiff filed a First Amended Complaint. The First Amended Complaint alleged the same six causes of action plead on the original complaint and added two additional causes of action for the alleged failure to pay all wages (California Labor Code §§ 218, 510, 1182.12, 1194, 1194.2, 1197, 1198) and alleged violation of Labor Code sections 2698-2699 (Private Attorney General Act, or "PAGA").

3.3. On July 28, 2016, Walmart removed the action to the District Court, ECF 1 & 1-1.

3.4 On February 17, 2017, Plaintiff filed a Second Amended Complaint (the "SAC"). The SAC alleges causes of action for (i) alleged violations of California Business and Professions Code §§ 17200 et seq., (ii) alleged failure to pay all wages (California Labor Code §§ 200, et seq., 218, 226, 510, 511, 1194, 1198, and 2802), (iii) alleged failure to provide first and second meal breaks (California Labor Code §§ 226.7 and 512, et seq.), (iv) alleged inaccurate wage statements (Cal. Labor Code § 226), (v) alleged violation of Labor Code §§ 200, et seq.), and (vi) alleged violation of PAGA. ECF 40.

3.5 On April 24, 2017, Plaintiff filed a Third Amended Complaint (the "TAC"). The TAC alleges causes of action for (i) alleged violations of California Business and Professions Code §§ 17200 et seq., (ii) alleged failure to pay all wages (California Labor Code §§ 200, et seq., 218, 226, 510, 511, 1194, 1198, and 2802), (iii) alleged failure to provide second meal breaks (California Labor Code §§ 226.7 and 512, et seq.), (iv) alleged inaccurate wage statements (Cal. Labor Code § 226), (v) alleged violation of Labor Code §§ 200, et seq.), and (vi) alleged violation of PAGA. ECF 49.

3.6 On August 9, 2019, the Court entered an order granting partial summary judgment in Walmart's favor on Plaintiff's cause of action for alleged failure to provide second meal periods, as well as against Plaintiff's causes of action under PAGA and other derivative claims to the extent predicated on the second meal period claim. ECF 112. The Court's order also granted partial summary judgment for Plaintiff on his overtime wage claim, subject to the resolution of Walmart's alternative workweek schedule defense. ECF 112.

3.7 On June 13, 2022, Plaintiff filed a Fourth Amended Complaint (the "Amended Complaint"). The Amended Complaint alleges causes of action for (i) alleged violations of California Business and Professions Code §§ 17200 et seq., (ii) alleged failure to pay all wages (California Labor Code §§ 200, et seq., 218, 226, 510, 511, 1194, 1198, and 2802), (iii) alleged violation of Labor Code §§ 200, et seq.), and (iv) alleged violation of PAGA. ECF 192.

3.8 Walmart denied and continues to deny all of Plaintiff's material allegations including, but not limited to, those made in the Complaint, SAC, TAC, and the Amended Complaint.

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

3.10 On February 14, 2019, the Parties participated in a private mediation with mediator Judge Carl J. West (Ret.) of JAMS. The mediation did not result in a settlement, so the Parties continued to litigate the Lawsuit.

3.11 On August 17, 2021, the Parties participated in a Mandatory Settlement Conference before Magistrate Judge Rozella A. Oliver. The settlement conference did not result in a settlement, so the Parties continued to litigate the Lawsuit.

3.12 On May 10, 2023, the Parties participated in a second mediation session before Judge West. As a result of those negotiations, the Parties reached an agreement to resolve the Lawsuit. This Agreement sets forth the terms of the settlement.

3.13 The Settlement Class Representative and Settlement Class Counsel believe that the claims of the Settlement Class Members are meritorious. Settlement Class Counsel represent that they have conducted a thorough investigation into the facts of this case and have diligently pursued an investigation of the Plaintiff and the Settlement Class Members' claims against Walmart, including, but not limited to: (i) reviewing and analyzing relevant documents, including policy documents and data produced by Walmart; (ii) researching the applicable substantive and procedural law and Walmart's potential defenses; (iii) conducting and defending depositions, including 30(b)(6) and expert depositions; (iv) interviewing, hiring and consulting with an expert; (v) interviewing several Walmart associates; (vi) advocating for the rights of the Settlement Class Members; (vii) briefing motion for class certification; (viii) obtaining approval for a notice plan and agreeing to retain and pay for the services of Rust Consulting, Inc. to implement the Court approved notice program following the District Court's partial grant of Plaintiff's motion for class certification; (ix) defending against Walmart's motions for partial summary judgment and other pleading challenges; (x) briefing motions in limine, (xi) attending a Mandatory Settlement Conference and two mediation sessions with an experienced and respected mediator and conducting additional follow up settlement discussions after the mediation; and (xii) preparing for the Final Pretrial Conference and trial. Based on their own independent investigation and evaluation, Settlement Class Counsel are of the opinion that the Settlement is fair, reasonable, and adequate and that the Settlement is in the best interests of the Settlement Class Members in light of all known facts and circumstances, including the risk of significant delay, the defenses asserted by Walmart, trial risk, and appellate risk.

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

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

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

4. CERTIFICATION OF SETTLEMENT CLASS

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

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

5. MONETARY TERMS OF SETTLEMENT

5.1 Subject to the other terms and conditions of this Agreement and subject to Court approval, Walmart agrees to pay the Class Settlement Amount of $2,250,000 (two million two hundred fifty thousand dollars). Other than with respect to CAFA Notice and the employers' share of payroll taxes, this Class Settlement Amount is the maximum amount payable by Walmart under this Settlement and is inclusive of (i) Attorneys' Fees and Litigation Expenses awarded by the Court; (ii) Settlement Class Representative Payment approved by the Court; (iii) Notice and Administration Costs approved by the Court; (iv) the LWDA Payment Amount approved by the Court; (v) all payments to

Settlement Class Members and Aggrieved Employees; and (vi) any other fees or expenses incurred in executing and administering the terms of this Agreement as approved by the Court. Except as otherwise provided in this Agreement, under no circumstances shall the amount to be paid by Walmart exceed the Class Settlement Amount.

5.2 The Class Settlement Amount shall be allocated as follows:

5.2.1 Attorneys' Fees and Litigation Expenses: Settlement Class Counsel will be entitled to request that, subject to Court approval, Settlement Class Counsel be awarded reasonable Attorneys' Fees and Litigation Expenses to be paid from the Class Settlement Amount. Walmart takes no position on the amounts to be sought by Settlement Class Counsel for an award of Attorneys' Fees and Litigation Expenses, but shall not oppose Settlement Class Counsel's request for attorneys' fees not to exceed 33.333% of the Class Settlement Amount (i.e., $750,000.00), subject to court approval, and litigation costs of approximately $260,000, subject to court approval, exclusive of settlement administration costs. This Settlement is not contingent on the award of Attorneys' Fees and Litigation Expenses, and in the event that the Court does not approve the Attorneys' Fees and Litigation Expenses in the amount requested by Settlement Class Counsel, or in the event that the Court awards Attorneys' Fees and Litigation Expenses in an amount that is less than the amount requested by Settlement Class Counsel, any amounts not approved shall become part of the Net Settlement Amount for distribution to Settlement Class Members. Nothing in this Section or Agreement limits the rights of Settlement Class Counsel to appeal any decision by the Court regarding Attorneys' Fees and Litigation Expenses.

5.2.2 Settlement Class Representative Payment: Settlement Class Counsel will be entitled to request that, subject to Court approval, the Settlement Class Representative, Juan Garcia, be paid a Settlement Class Representative Payment to compensate him for his services as a class representative to be paid from the Class Settlement Amount in the amount of $20,000. The Settlement Class Representative Payment shall be in addition to any amount the Settlement Class Representative is entitled to receive under the Settlement. Walmart takes no position on the amount sought by Settlement Class Counsel as a Settlement Class Representative Award. This Settlement is not contingent on the approval of the Settlement Class Representative Payment, and in the event that the Court does not approve the requested Settlement Class Representative Payment, or in the event that the Court awards a Settlement Class Representative Payment in an amount that is less than the amount requested by Settlement Class Counsel, any amount not approved shall become part of the Net Settlement Amount for distribution to Settlement Class Members.

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

5.2.4 PAGA Penalty Amount: Subject to Court approval, the PAGA Penalty Amount shall be $100,000.00 (one hundred thousand dollars), which is allocated 25% to the Aggrieved Employees and 75% to the LWDA for its share of PAGA penalties. The 75% allocated to the LWDA shall be paid as the LWDA Payment Amounts and the 25% allocated to the Aggrieved Employees shall be including as part of the Net Settlement Amount for distribution to the Aggrieved Employees.

5.2.5 Net Settlement Amount: The Net Settlement Amount shall be the amount remaining from the Class Settlement Amount after subtracting (i) the Attorneys' Fees and Litigation Expenses awarded by the Court; (ii) the Settlement Class Representative Payment awarded to the Settlement Class Representative by the Court; (iii) all Notice and Administration Costs approved by the Court; (iv) the LWDA Payment Amount approved by the Court; and (v) and any other fees or expenses incurred in connection with this settlement as approved by the Court (including, without limitation, taxes on interest, if any, earned by the QSF but excluding the costs of sending CAFA Notice and the employers' share of payroll taxes).

5.2.6 The Net Settlement Amount will be distributed as follows:

5.2.6.1 Individual Settlement Payment Amounts shall be distributed to those Settlement Class Members who do not submit a timely Request to Opt Out. The Individual Settlement Payment Amount for each such Settlement Class Member will be determined based on his or her proportional share of the Net Settlement Amount minus the portion of the PAGA Penalties allocated to the Aggrieved Employees, based on the total number of Applicable Workweeks worked by each Settlement Class Member during the Settlement Class Period, provided, however, that Settlement Class Members that, according to Walmart's records, worked at least one workday for Walmart at the Apple Valley facility from May 17, 2012 to May 16, 2013 and did not work for Walmart at the Apple Valley facility beyond May 16, 2013 shall receive a flat rate of $50.00 for the one-year period during which they worked. With respect to determining the number of workweeks allocated to each Settlement Class Member, Walmart's records of Applicable Workweeks shall control.

5.2.6.2 Individual PAGA Payment Amounts shall be distributed to all Aggrieved Employees who performed work for Walmart at the Apple Valley Distribution Center on at least one shift during the PAGA Period. The Individual PAGA Payment Amount for each such Aggrieved Employee will be determined based on his or her proportional share of the portion of the PAGA Penalties allocated to the Aggrieved Employees based on the total number of Applicable Workweeks worked by each Aggrieved Employee during the

PAGA Period.

5.3 The Parties agree that the amounts paid as Individual Settlement Payment Amounts shall be allocated such that 50% constitutes wages subject to the withholdings of all applicable local, state, and federal taxes and withholdings, and 50% constitutes remuneration for damages separate and distinct from lost wages, including penalties, and interest. The Settlement Administrator shall calculate the amount payable for the employers' share of applicable taxes, and Walmart agrees to pay that amount in addition to the Class Settlement Amount. The Settlement Class Representative, on behalf of himself and the Settlement Class Members, acknowledges and agrees that he has not relied upon any advice from Walmart or Settlement Class Counsel as to the taxability of the payments received pursuant to this Settlement Agreement. The QSF shall be responsible for issuing appropriate tax forms, if any, to Settlement Class Members. Individual PAGA Payment Amounts shall be treated entirely as remuneration for damages separate and distinct from lost wages for which no employers' share of applicable taxes shall be required to be paid.

5.4 Individual Settlement Payment Amounts and Individual PAGA Payment Amounts shall not be used for purposes of calculating or determining entitlement to or eligibility for employee benefits.

6. NOTICE TO THE SETTLEMENT CLASS MEMBERS

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

6.1.1 Within thirty (30) calendar days of the date on which the District Court enters an order granting preliminary approval of the Settlement, or on another later date set by the Court, Walmart shall provide the Settlement Administrator and Settlement Class Counsel with the Settlement Class List in the form of an Excel chart listing the names, last known addresses and telephone numbers of the Settlement Class Members, as that information, if any, exists in Walmart's records. On request of the Settlement Administrator, Walmart will separately provide Social Security Numbers to the Settlement Administrator only to the extent needed for purposes of notice and administration, such as to locate updated addresses for Notices that are returned as undeliverable and to process settlement payments to Settlement Class Members. To the extent Social Security Numbers are provided under this section to the Settlement Administrator, if also requested by Settlement Class Counsel, Walmart will provide the last 4 digits of those Social Security Numbers to Settlement Class Counsel.

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

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

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

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

7. CLASS ACTION FAIRNESS ACT NOTICE

7.1 Walmart shall provide or cause to be provided CAFA Notice regarding this Settlement to the appropriate governmental authorities in accordance with the Class Action Fairness Act ("CAFA"). Walmart shall pay for the costs of providing CAFA Notice.

8. OPT-OUT PROCESS

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

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

9. OBJECTION PROCESS

9.1 A Settlement Class Member who wishes to object to the Settlement must timely submit to the Settlement Administrator or the Court a valid objection, in writing, on or before forty-five (45) calendar days after the Notice Date. To be considered timely, the objection must be postmarked or otherwise received by the Settlement Administrator or the Court on or before the deadline. To be considered valid, the Parties will propose to the District Court that an objection must (1) be from a Settlement Class Member, (2) be in writing and contain the words "I object to the Settlement in Juan Garcia v. Walmart," or similar language, (3) include the objector's name, address, and other information necessary to confirm employment at Walmart and other requirements for membership in the Settlement Class, and (4) be signed and dated. The Parties will propose to the District Court that the objection must state the basis for the objection, including why the objector believes the

Settlement is not in the best interests of the Settlement Class Members, along with any and all documents that support the objection. The objection must also state whether or not the objector intends to appear at the final approval hearing. Additional instructions regarding how to object to the Settlement shall be contained in the Notice. A Settlement Class Member who submits a Request to Opt Out is not eligible to object to the Settlement.

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

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

10. FUNDING AND DISTRIBUTION PROCESS

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

10.1.1 Within thirty (30) days following the District Court's grant of preliminary approval, and provided Walmart has by that time received the information needed to transfer funds to the QSF (including wire transfer instructions and W9 for the QSF), Walmart shall transfer the Notice and Administration Costs to the QSF. In the event that the Settlement Effective Date does not occur, any amounts not actually used by the Settlement

Administrator for Notice and Administration Costs shall be refunded to Walmart.

10.1.2 Within thirty (30) calendar days following the Settlement Effective Date, Walmart shall transfer the balance of the Class Settlement Amount to the QSF.

10.1.3 Once the final Individual Settlement Payment Amounts are known, the Settlement Administrator shall also calculate any additional amounts to be paid by Walmart for the employer's share of payroll taxes and shall provide notice to Walmart, in writing, of the amount to be transferred and an account, other than the QSF, into which to transfer such funds. Within ten (10) business days of its receipt of such written notice, Walmart shall transfer such amount to an account other than the QSF as directed by the Settlement Administrator.

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

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

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

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

10.2.4 Paying the court-approved Individual Settlement Payment Amounts from the from the Net Settlement Amount to Settlement Class Members within thirty (30) business days of (i) the funds transferred by Walmart to the QSF and (ii) the funds transferred by Walmart to an account other than the QSF, if necessary, for purposes of the employers' share of payroll taxes pursuant to Section 10.1.3, whichever is later.

10.3 Settlement Class Members will have 180 calendar days from the date the settlement checks are mailed to cash or deposit their settlement checks. Thirty (30) calendar days prior to the close of the 180-day period, the Settlement Administrator will send a reminder postcard to those Settlement Class Members who have not cashed their settlement checks.

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

11. QUALIFIED SETTLEMENT FUND

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

In computing the QSF's modified gross income, deductions shall be allowed for its administrative costs and other deductible expenses incurred in connection with the operation of the QSF, including, without limitation, state and local taxes and legal, accounting, and other fees relating to the operation of the QSF.

11.2 Upon establishment of the QSF, the Settlement Administrator shall apply for an employer identification number for the QSF utilizing Internal Revenue Service Form SS-4 and in accordance with Treasury Regulation § l .468B-2(k)(4)

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

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

11.5 The Settlement Administrator shall cause to be filed, on behalf of the QSF, all required federal, state, and local tax returns, information returns and tax withholdings statements in accordance with the provisions of Treasury Regulation §1.468B-2(k)(l) and Treasury Regulation §1.468B-2(1)(2)(ii). The Settlement Administrator may, at the expense of the QSF, and with the approval of Settlement Class Counsel, retain legal counsel and an independent, certified public accountant to consult with and advise the Settlement Administrator or the QSF with respect to the preparation and filing of such materials and the federal, state and local tax compliance of the QSF. Either Walmart independently or the Settlement Administrator (with the approval of Settlement Class Counsel), independently or jointly, may, but are not required to, apply to the Internal Revenue Service and/or any applicable state taxing authority for an advance ruling as to any issue pertinent to the qualification of the QSF under Internal Revenue Code § 468B and Treasury Regulations promulgated thereunder, its tax status under applicable state law, and/or its tax payment, reporting, and withholding duties, so long as Walmart and the remaining Parties are reasonably satisfied that such application and ruling will not compromise the confidentiality of settlement evidenced herein as required by this Agreement. Subject to any contrary holdings in any such ruling, Settlement Class Members shall be responsible for payment of appropriate federal, state, and local income taxes on any claim paid out pursuant to this Agreement. The Parties agree that no portion of any distributions from the QSF to the Settlement Class Members is made in satisfaction of any excluded liability as described in Treasury Regulation § 1.468B-1(g) related to Qualified Settlement Funds.

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

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

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

12. COMPREHENSIVE WAIVER, RELEASE, AND DISMISSAL

12.1 Subject to final approval by the Court of the Settlement, and for good and valuable consideration set forth herein, the receipt and sufficiency of which is hereby acknowledged, all Releasing Settlement Class Members do hereby irrevocably release, acquit, and forever discharge all of the Releasees of and from any and all actual or potential claims, rights, demands, charges, complaints, causes of action, obligations damages, penalties, debts, costs, liens, or liabilities of any and every kind that reasonably arise out of the same set of operative facts plead in the original or amended complaints, that reasonably relate to the allegations in the original or amended complaints, or that could have been plead in this Lawsuit.

12.2 Subject to approval by the Court, and for good and valuable consideration set forth herein, the receipt and sufficiency of which is hereby acknowledged, all Aggrieved Employees do hereby irrevocably release, acquit, and forever discharge all of the Releasees of and from any and all actual or potential PAGA claims, rights, demands, charges, complaints, causes of action, obligations damages, penalties, debts, costs and expenses (other than those payments, costs, and expenses required to be paid pursuant to this Settlement), liens, or liabilities of any and every kind, that reasonably arise out of the same set of operative facts plead in the original or any subsequent amended complaint, or that are reasonably related to the allegations in the original or any subsequent amended complaint with respect to PAGA, during the PAGA Release Period.

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

12.4 Subject to final approval by the Court of the Settlement, and as to the releasees given herein by Plaintiff Releasors, Plaintiff Releasors waive and relinquish all rights and benefits afforded by Civil Code Section 1542, which states:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Plaintiff Releasors acknowledge that they have been advised by legal counsel and are familiar with California Civil Code Section 1542, and, being aware of Section 1542, they hereby expressly waive and relinquish all rights and benefits they may have thereunder, as well as any other statutes or common law principles of similar effect.

12.5 If this Settlement is finally approved by the Court, Walmart will not assert that the releases in the preliminarily approved settlement in *Manual Flores. v. Walmart Inc.,* Case No. CIVDS2023061, pending before San Bernardino Superior Court as a putative class action, *Manuel Flores v. Walmart, Inc*., Case No. CIVDS 2014060, pending before San Bernardino Superior Court as a PAGA representative action, *Dean Waltz v. Wal-Mart Associates, Inc*., Case N0. CIV SB 21 17018 pending before the San Bernardino Superior Court as a putative class action, and *Dean Waltz v. Wal-Mart Associates, Inc*., Case No. CIV SB 2133560 pending before the San Bernardino Superior Court as a PAGA representative action (together, "*Flores/Waltz*") have any impact on the rights of Settling Class Members and Aggrieved Employees in this Lawsuit, including the rights of Settling Class Members and Aggrieved Employees in this Lawsuit to collect their Individual

PAGA Payment Amounts and Individual Settlement Payment Amounts in this case. Walmart also will not assert that the releases in this Agreement have any impact on the rights of settling class members in *Flores/Waltz* if the preliminarily approved settlement in *Flores/Waltz* is finally approved and becomes a final judgment in *Flores/Waltz*.

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

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

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

13.1 Settlement Class Counsel shall file this Agreement with the District Court as part of the motion for preliminary approval and shall, having first given Walmart the opportunity to review and comment on the draft motion for preliminary approval, apply to the District Court for entry of an order granting preliminary approval of the Settlement Agreement substantially in the following form:

13.1.1 Granting preliminary approval to the Settlement Agreement;

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

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

13.1.4 Appointing Settlement Class Counsel as counsel for the Settling Class;

13.1.5 Approving Plaintiff as the Settlement Class Representative;

13.1.6 Approving Rust Consulting as the Settlement Administrator;

13.1.7 Approving the QSF; and

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

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

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

14. DUTIES OF THE PARTIES FOLLOWING PRELIMINARY COURT APPROVAL

14.1 Following preliminary approval by the District Court of the Settlement, and no later than twenty-eight (28) calendar days prior to the final fairness hearing or on another date set by the Court, Settlement Class Counsel will submit a motion for final approval, which shall include a proposed Final Judgment and Final Approval Order substantially in the form attached hereto as **Exhibit B**. The proposed Final Judgment and Final Approval Order shall:

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

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

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

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

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

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

15. MUTUAL FULL COOPERATION

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

16. STATEMENT OF NO ADMISSION

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

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

17. VOIDING THE AGREEMENT

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

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

18. SIGNATORIES' AUTHORITY

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

19. NO PRIOR ASSIGNMENTS

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

20. NOTICES

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

To the Class:

Janelle Carney
JANELLE CARNEY – ATTORNEY AT LAW, APC
14758 Pipeline Ave., Suite E
Chino Hills, CA 91709-6025
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To Walmart:

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Naomi Beer
Robert J. Herrington
Matthew R. Gershman
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Los Angeles, CA 90067-2121
Telephone: 310-586-7700
Facsimile: 310-586-7800
Email: BeerN@gtlaw.com; HerringtonR@gtlaw.com; GershmanM@gtlaw.com

21. CONFIDENTIALITY

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

22. MEDIA

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

23. DOCUMENTS AND DISCOVERY

23.1 The destruction or return of documents and discovery shall be governed by the Stipulated Protective Order filed December 21, 2016. ECF 32.

24. MISCELLANEOUS PROVISIONS

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

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

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

24.4 Modification. This Agreement may not be changed, altered, or modified, except in a writing signed by Walmart and Settlement Class Counsel and will not be effective unless approved by the Court. Notwithstanding the foregoing, the Parties agree that any dates contained in this Agreement may be modified by agreement of Walmart and Settlement Class Counsel without Court approval except to the extent that the Court has established a specific hearing date or deadline for filing any motions required by this Settlement. This Settlement may not be discharged except by performance in accordance with its terms or by a writing signed by the Walmart and Settlement Class Counsel.

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

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

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

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

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

Dated: 7/31/2023 PLAINTIFF JUAN GARCIA

DocuSigned by:

By: ______________________
7F988ACA36ED40C...
JUAN GARCIA

Dated: ____________________ DEFENDANT WALMART INC.

By: ______________________,
ON BEHALF OF WALMART INC.

Approved as to form and content on behalf of the named plaintiff and as a substantive recommendation to the court on behalf of the aggrieved employees:

Dated: 7/31/2023 JANELLE CARNEY ATTORNEY AT LAW, APC

DocuSigned by:

By: ______________________
7A3414A0973A41C...
Janelle Carney, Counsel for
Plaintiff & Settlement Class Counsel

Dated: ____________________ SALUSKY LAW GROUP

By: ______________________
Anna R. Salusky, Counsel for
Plaintiff & Settlement Class Counsel

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

Dated: ____________________ PLAINTIFF JUAN GARCIA

By: ______________________________________
JUAN GARCIA

Dated: August 1, 2023 | 14:36 CDT DEFENDANT WALMART INC.

By: Chad Pekron______________________________,
ON BEHALF OF WALMART INC.

Approved as to form and content on behalf of the named plaintiff and as a substantive recommendation to the court on behalf of the aggrieved employees:

Dated: ____________________ JANELLE CARNEY ATTORNEY AT LAW, APC

By: ____________________________________
Janelle Carney, Counsel for
Plaintiff & Settlement Class Counsel

Dated: ____________________ SALUSKY LAW GROUP

By: ________________________________
Anna R. Salusky, Counsel for
Plaintiff & Settlement Class Counsel

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

Dated: ___________________ PLAINTIFF JUAN GARCIA

By: ____________________________________
JUAN GARCIA

Dated: ___________________ DEFENDANT WALMART INC.

By: ____________________________________,
ON BEHALF OF WALMART INC.

Approved as to form and content on behalf of the named plaintiff and as a substantive recommendation to the court on behalf of the aggrieved employees:

Dated: ___________________

JANELLE CARNEY ATTORNEY AT LAW, APC

By: ____________________________________
Janelle Carney, Counsel for
Plaintiff & Settlement Class Counsel

Dated: 8/1/2023

SALUSKY LAW GROUP

DocuSigned by:
By: Anna Salusky
727931CB47E5407...
Anna R. Salusky, Counsel for
Plaintiff & Settlement Class Counsel

Exhibit A

NOTICE OF CLASS ACTION SETTLEMENT

Garcia v. Wal-Mart Stores, Inc., Case No. Case No.: 5:16-cv-01645 TJH (RAOx) in the United States District Court- Central District of California ("*Garcia* Action")

If you were employed in a non-exempt (hourly) position at Defendant's Apple Valley Distribution Center facility from May 17, 2012, through September 28, 2018, then you are entitled to receive money from a class action settlement.

A court approved this notice. This is not an advertisement.

You are not being sued. However, your legal rights are affected whether you act or not.

PLEASE READ THIS NOTICE.

WHAT IS IN THIS NOTICE

1. Why Should You Read This Notice?

You have received this notice because records indicate that you are a member of the Settlement Class in this action. The Settlement Class is comprised of all current and former hourly non-exempt employees who work or worked for Walmart Inc. f/k/a Wal-Mart Stores, Inc. ("Defendant") at Defendant's Apple Valley Distribution Center facility from May 17, 2012, through September 28, 2018 (referred to here as the "Class Period"). (Non-exempt employees are hourly paid employees eligible for overtime pay. Exempt employees are paid a fixed weekly salary above a certain level, are not eligible for overtime pay, and are not included in this Settlement Class.)

This notice tells you of your rights to share in the Settlement. There was a preliminary approval hearing on ________________ at ___ in the United States District Court, State of California, during which the Court preliminarily approved the Settlement. The Court also ordered that you receive this notice.

The Court will hold a final approval hearing concerning the proposed Settlement on _____________ at ___ a.m./p.m. in Courtroom 9C, 9th Floor of the United States District Court –

Central District of California, First Street Courthouse, located at 350 W. 1st Street, Los Angeles, CA. 90012. The Final Approval Hearing may be continued to another date without further notice.

2. What is the Class Action Settlement?

The Court must approve the terms of the Settlement described herein as fair, adequate, and reasonable to the class members. The Settlement will affect all members of the class. You may get money from the class action Settlement. This notice explains the terms of the Settlement and the amount of money you may receive under the Settlement.

As part of the Settlement, Defendant has agreed to pay a total sum of Two Million, Two Hundred Fifty-Thousand Dollars ($2,250,000.00) ("Gross Settlement Amount"), which includes all settlement payments, attorneys' fees and costs, costs of administering the Settlement, the Class Representative Payment for the Plaintiff, and payment to the Labor & Workforce Development Agency.

3. What Is the Case About?

The operative Fourth Amended Complaint in this case seeks recovery of allegedly unpaid wages and waiting time penalties under California Labor Code §§ 200, et seq., 510, 511, 1194, 1194.2, 1197, and 1198, as well as Wage Order 9. Plaintiff filed this action on behalf of himself and all others similarly situated, seeking monetary damages for alleged failure to pay wages as well as for Defendant's alleged violations of California Business and Professions Code ("B&PC") § 17200, et seq., including full restitution of all compensation retained by Defendant as a result of its allegedly unlawful, fraudulent and unfair business practices. The Plaintiff brought this lawsuit on behalf of himself and all current and former hourly non-exempt employees who work or worked for Defendant at Defendant's Apple Valley Distribution Center facility from May 17, 2012, through September 28, 2018

Defendant denies the allegations raised in the lawsuit and believes it has no liability for any of Plaintiff's or the Class Members' claims under any statute, wage order, common law, or equitable theory.

On or about May 30, 2023, the Parties reached a settlement subject to Court approval (referred to in this notice as the "Settlement" or "Settlement Agreement"). Counsel for Plaintiff and the Settlement Class believe that the Settlement is fair, reasonable, and adequate, and that it is in the best interests of Settlement Class Members. Likewise, Defendant has decided to enter the settlement because it avoids the time, risk and expense of a trial and post-trial appeals. Defendant does not admit, concede or imply that it has done anything wrong or legally actionable by settling this lawsuit.

4. *How Much Can I Expect to Receive?*

"Individual Class Payment": Defendant's records indicate that you worked approximately ___ work weeks during the Class Period. Based on these records, your estimated gross payment as a Settlement Class Member would be $__________. In addition to this Individual Class Payment, you may be eligible for an Individual PAGA Payment as outlined in the paragraph below.

"Individual PAGA Payment": Defendant's records indicate that you worked approximately __ workweeks between May 16, 2015 through and including July 16, 2017 (the "PAGA Period"). Based on these records, your estimated gross payment as an "Aggrieved Employee" would be $__________. As used herein, "Aggrieved Employee" refers to those Settlement Class Members who worked at Walmart's Apple Valley Distribution Center facility in Apple Valley, California during the PAGA Release Period of May 16, 2015 through and including September 28, 2018.

It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your payment under the Settlement. You may contact the Settlement Administrator at ###### in order to confirm your address on file with the Settlement Administrator.

5. *Why Did Defendant Join in This Notice?*

Defendant has decided to enter the Settlement because it avoids the time, risk and expense of a trial and post-trial appeals, and settlement immediately resolves, finally and completely, the pending and potential claims. Defendant does not admit any claim alleged in the lawsuit and denies that it owes money for any of the claims in this matter. Defendant is settling the lawsuit as a compromise. Defendant reserves the right to object to and defend itself against any claim if, for any reason, the Settlement fails. The Court file has the Settlement documents with more information on the lawsuit. You can request copies of the case files by contacting the Settlement Administrator or any of the attorneys in the case for copies of filings (explained more fully in numbered paragraph 7 below).

6. *Who is the Plaintiff in This Class Action?*

Juan Garcia is the Plaintiff and Class Representative in this class action and PAGA lawsuit. He is acting on behalf of himself and on behalf of other members of the Settlement Class.

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7. Who Are the Attorneys Representing the Parties?

Attorneys for Plaintiffs and the Settlement Class are:	Attorneys for Defendant are:
Janelle Carney JANELLE CARNEY ATTORNEY AT LAW, APC 14758 Pipeline Ave., Suite E Chino Hills, CA 91709-6025 Tel: 909-521-9609 Fax: 909-393-0471 Janelle@JanelleCarneyLaw.com Joseph Antonelli Law Office Of Joseph Antonelli 14758 Pipeline Ave., Suite E Chino Hills, CA 91709-6025 Tel: 909-393-0223 Fax: 909-393-0471 JAntonelli@antonellilaw.com Anna R. Salusky SALUSKY LAW GROUP 3738 Bayer Ave., Ste. 104 Long Beach, CA 90808 Tel: 562-855-0004 Fax: 562-855-0002 asalusky@saluskylaw.com Kevin T. Barnes Gregg Lander Law Offices Of Kevin T. Barnes 1635 Pontius Ave., 2nd Floor Los Angeles, CA 90025 Tel: 323-549-9100 Fax: 323-549-0101 Barnes@kbarnes.com Raphael A. Katri Law Offices Of Raphael A. Katri 8549 Wilshire Blvd., Ste. 200 Beverly Hills, CA 90211 Tel: 310-940-2034 Fax: 310-733-5644	DUANE MORRIS LLP AARON T. WINN atwinn@duanemorris.com 750 B Street, Suite 2900 San Diego, CA 92101-4681 Telephone: 619-744-2222 / Facsimile: 619-923-2931 GREENBERG TRAURIG, LLP MATTHEW R. GERSHMAN GershmanM@gtlaw.com 1840 Century Park East, Suite 1900 Los Angeles, CA 90067-2121 Telephone: 310-586-7700 / Facsimile: 310-586-7800 GREENBERG TRAURIG, LLP NAOMI BEER BeerN@gtlaw.com 1144 15th St., Suite 3300 Denver, CO 80202 Telephone: 303-572-6500 / Facsimile: 303-572-6540

RKatri@socallaborlawyers.com	

8. What are My Rights? How Will My Rights Be Affected?

Participating in the Settlement

Under the Settlement, you will **automatically** receive an Individual Class Payment unless you opt out by following the opt-out procedure set forth below.

This notice states the total number of workweeks you worked for Defendant during the Class Period. Your Individual Class Payment as a Settlement Class Member will be based on that number. If you believe the information on this notice is correct, then you do not need to take any further action to receive your settlement payment.

If you are also an Aggrieved Employee, you will receive an Individual PAGA Payment regardless of whether you opt out of the Settlement. This notice states the total number of workweeks you worked for Defendant during the PAGA Period. Your Individual PAGA Payment will be based on that number. If you believe the information on this notice is correct, then you do not need to take any further action to receive your settlement PAGA payment.

If you believe the workweek information shown above is incorrect, you should contact the Settlement Administrator listed at the end of this notice on or before _____. You should submit to the Settlement Administrator documentation to support the number of workweeks you believe you worked during the Class Period and/or PAGA Period. If there is a dispute about the workweeks you worked, the Settlement Administrator will review the records to resolve the dispute.

NOTE: IF YOU DO NOT OPT OUT OF THE SETTLEMENT, YOU WILL RECEIVE MONEY FROM THE SETTLEMENT BASED ON YOUR WORKWEEKS WORKED. IF YOU OPT OUT OF THE SETTLEMENT, YOU WILL RECEIVE ONLY AN INDIVIDUAL PAGA PAYMENT IF YOU ARE ELIGIBLE FOR ONE.

If you are a current employee of Defendant, your decision as to whether or not to participate in this Settlement will not affect or in any way impact your employment.

Objecting to the Settlement

If you wish to object to the Settlement, you must either appear at the final approval hearing in person or through an attorney (at your cost) as set forth below or submit a written objection stating why you object to the Settlement. The Objection must be signed by you and include your full name, current address, telephone number, last four digits of your Social Security number, case name and number, the reasons for the objection with supporting documents (if any), whether you are represented by an attorney and the contact information of any such attorney, and whether you plan to appear at the final approval hearing. The objection must be mailed by first class U.S. mail to the Settlement Administrator (whose address is listed below) and must be postmarked no later than ______________________, 2023.

In addition to making a written objection, if you wish you or your attorney may also and/or alternatively appear at the final approval hearing set for ____________, 2023 at 10:00 a.m. in Courtroom 9C, 9th Floor of the United States District Court – Central District of California, First

Street Courthouse, and discuss your objections with the Court and the Parties. The final approval hearing may be continued to another date without further notice.

The Court is willing to hear from objectors on the day of the final approval hearing without any requirement of prior written objections or deadlines. Settlement Class Members may appear in person for the Final Approval Hearing and should contact the court clerk for Courtroom 9C.

IF YOU OBJECT TO THE SETTLEMENT, YOU WILL STILL RECEIVE YOUR SHARE OF THE SETTLEMENT IF THE COURT APPROVES THE SETTLEMENT.

Opting Out of the Settlement

If you wish to be excluded from participating in the Settlement, you must submit a written request to opt out to the Settlement Administrator at the address below requesting to be excluded from the Settlement. To be considered valid, your opt-out must be signed and dated by you, and contain your full name, current address, telephone number, the last four digits of your Social Security number, and the case name and number. Your opt-out must also must clearly indicate that you desire to be excluded from the Settlement. To be considered timely, your opt-out must be postmarked no later than **__________, 2023**. Late opt-outs will not be considered.

If you timely mail a complete and valid opt-out, you will no longer be a member of the Settlement Class and you will not be eligible to receive the Individual Class Payment under the Settlement or object to the terms of the Settlement. You will not be bound by the terms of the Settlement unless you are also an Aggrieved Employee in which case you will be bound by the terms of the Settlement and release of the PAGA Released Claims. Individuals who qualify as PAGA Members shall still receive an Individual PAGA Payment and be bound by the release of the PAGA Released Claims, regardless of whether they opt out of the Settlement.

Effect of the Settlement on Your Rights

If the proposed settlement is approved by the Court, a Judgment will be entered by the Court in the class action filed against Defendant, and will release all the "Released Claims" that Settlement Class Members have or may have against the "Released Parties" as set forth in the Settlement Agreement filed with the Court. "Released Claims" means the claims, rights, demands, charges, complaints, causes of action, obligations, damages, penalties, debts, costs and expenses (other than those costs and expenses required to be paid pursuant to the Settlement Agreement), liens, or liabilities of any and every kind that are released, acquitted, and forever discharged as a result of the Settlement Agreement.

The class release states: all Releasing Settlement Class Members do hereby irrevocably release, acquit, and forever discharge all of the Releasees of and from any and all actual or potential claims, rights, demands, charges, complaints, causes of action, obligations damages, penalties, debts, costs, liens, or liabilities of any and every kind that reasonably arise out of the same set of operative facts plead in the original or amended complaints, that reasonably relate to the allegations in the original or amended complaints, or that could have been plead in this Lawsuit.

The PAGA release states: all Aggrieved Employees do hereby irrevocably release, acquit, and forever discharge all of the Releasees of and from any and all actual or potential PAGA claims, rights, demands, charges, complaints, causes of action, obligations damages, penalties, debts, costs and expenses (other than those payments, costs, and expenses required to be paid pursuant to this Settlement), liens, or liabilities of any and every kind, that reasonably arise out of the same set of operative facts plead in the original or any subsequent amended complaint, or that are reasonably related to the allegations in the original or any subsequent amended complaint with respect to PAGA, during the PAGA Release Period.

Regardless of whether an individual opts out of the Settlement, all PAGA Members will be deemed to have released the Releasees of all released claims in the PAGA release.

9. How Will the Attorneys for the Class and Others Be Paid?

The attorneys for the Class Representative and the Settlement Class will be paid from the Gross Settlement Amount of $2,250,000.00. The attorneys are seeking a fee of $750,000.00, as well as reimbursement of their costs, up to $260,000.00. Plaintiff Garcia is seeking a Class Representative Payment of $20,000.00 from the Settlement for his service as the Class Representative. The Settlement Administrator estimates that the cost of administration will not exceed $27,110.00. The Labor and Workforce Development Agency ("LWDA") will receive $75,000.00 from the Settlement. All these amounts are to be deducted from the Gross Settlement Amount of $2,250,000.00, with the remainder available for distributions to Class Members who do not opt out and PAGA Members. While the $2,250,000.00 Gross Settlement Amount is fixed, the actual amounts awarded to Class Counsel, the Class Representative, the LWDA, and the Settlement Administrator and deducted from the Gross Settlement Amount will be determined by the Court.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may call Settlement Class Counsel listed above at Paragraph 7, or call the Settlement Administrator at the telephone number listed below, toll free. Please refer to the Garcia v. Wal-Mart Stores, Inc. Settlement.

Garcia v. Wal-Mart Stores, Inc. Settlement Administrator
c/o Rust Consulting, Inc.
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You can find a copy of the Settlement Agreement attached as **Exhibit 1** to the Declaration of Janelle Carney in Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement filed on ____________, 2023 at the United States District Court – Central District of California, First Street Courthouse located at 350 W. 1st Street, Los Angeles, CA. 90012 – Courtroom 9C You can direct any inquiries to the Settlement Administrator or counsel in this matter at the email addresses above to receive copies of any filings.

DO NOT TELEPHONE THE COURT FOR LEGAL ADVICE OR FOR INFORMATION ABOUT THIS SETTLEMENT.

By Order of the United States District Court – Central District of California.

Exhibit B

Janelle Carney, Esq. (Bar No. 201570)
JANELLE CARNEY – ATTORNEY AT LAW, APC
14758 Pipeline Ave., Suite E, 2nd Floor
Chino Hills, CA 91709
Tel.: (909) 521-9609 / Fax: (909) 393-0471
Email: Janelle@JanelleCarneyLaw.com

Kevin T. Barnes, Esq. (Bar No. 138477)
Gregg Lander, Esq. (Bar No. 194018)
LAW OFFICES OF KEVIN T. BARNES
1635 Pontius Ave., 2nd Floor
Los Angeles CA 90025
Tel.: (323) 549-9100 / Fax: (323) 549-0101
Email: Barnes@kbarnes.com

Attorneys for Plaintiff JUAN GARCIA, on behalf of himself and all others similarly situated and the general public
(*additional counsel listed on next page)*

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

JUAN GARCIA, on behalf of himself and all others similarly situated and the general public,

Plaintiff,

v.

WAL-MART STORES, INC., a Delaware corporation; and DOES 1 to 100, inclusive,

Defendants.

Case No.: 5:16-cv-01645 TJH (RAOx)
Hon. Terry J. Hatter
Courtroom: 9B, 9th Floor

CLASS ACTION

[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT; [PROPOSED] JUDGMENT

Action Filed: May 17, 2016
Removal Date: July 28, 2016

Joseph Antonelli, Esq. (Bar No. 137039)
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Attorneys for Plaintiff JUAN GARCIA, on behalf of himself and all others similarly situated and the general public

This matter was submitted and taken under submission.

In accordance with the Preliminary Approval Order entered on ___________, Settlement Class Members were given notice of the terms of the Settlement and how to participate in the settlement. Settlement Class Members were given the opportunity to request exclusion, comment upon or object to the settlement or any of its terms. Having received and considered the proposed Settlement, the supporting papers filed by the parties, and the evidence and argument received by the Court in conjunction with the Motion for Preliminary Approval of Class Action Settlement and Motion for Final Approval of Class Action Settlement, the Court grants final approval of the Settlement and HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

1. Pursuant to the Preliminary Approval Order entered on ______________, a Notice describing the settlement was mailed to each of the _____ Settlement Class Members via first-class U.S. Mail. Further, the notice was posted on the Settlement Administrator's website. The Notice informed the Settlement Class of the terms of the Settlement, their right to receive their proportional share of the Settlement, of their right to request exclusion, of their right to comment upon or object to the Settlement, and of their right to appear in person or by counsel at the final approval hearing and to be heard regarding approval of the Settlement.

2. The Court finds and determines that this notice procedure afforded adequate protections to Settlement Class Members and provides the basis for the Court to make an informed decision regarding approval of the Settlement based on the response of the Class. The Court finds and determines that the notice to the Settlement Class as was provided in this case was the best notice practicable, which satisfied the requirements of law and due process.

3. The Court further finds and determines that the terms of the Settlement are fair, reasonable and adequate to the Settlement Class and that the Settlement is ordered finally approved, and that all terms and provisions of the Settlement should be and hereby are ordered to be consummated.

4. The Court finds and determines that Settlement payments to be paid to all members of the Settlement Class who did not opt out are fair and reasonable. The Court hereby grants final approval to and orders the payment of those amounts to those Settlement Class Members who did not opt-out in accordance with the terms of the Settlement Agreement.

5. The Court finds and determines that the payment to be paid to the California Labor and Workforce Development Agency ("LWDA") and to allegedly Aggrieved Employees to satisfy alleged Labor Code violations pursuant to the California Labor Code's Private Attorneys General Act of 2004 ("PAGA") in the sum of $75,000.00 (75% of $100,000.00) and $25,000 to allegedly Aggrieved Employees (25% of $100,000) is fair and reasonable. The Court hereby grants final approval to and orders the payments to Labor and Workforce Development Agency and to the allegedly Aggrieved Employees in accordance with the terms of the Settlement Agreement.

6. The Court determines that the Settlement Class Representative Payment to Settlement Class Representative Juan Garcia in the sum of $_______.00. This payment is determined to be reasonable and fair under the circumstances of this case and for the work performed by the Settlement Class Representative. Furthermore, the Settlement Class Representative received compensation in exchange for a full release including waiver of all Civil Code § 1542 claims that the Settlement Class Representative is providing.

7. Plaintiff's Motion for Attorneys' Fees, Costs, and Settlement Class Representative Payment is hereby GRANTED. Plaintiff's efforts have resulted in the creation of a common fund in the amount of $2,250,000.00, and therefore awarding attorneys' fees on a percentage basis is appropriate. Plaintiff seeks 33.33% of the common fund as Attorneys' Fees. Moreover, the result obtained by Plaintiff is favorable. The average settlement award is $________. In view of the monetary benefit conferred on the Settlement Class, the Court finds the requested fee of 33.33%, or $750,000.00 for Attorneys' Fees, to be fair and reasonable.

The Court finds that Settlement Class Counsel, having conferred a benefit on Settlement Class Members and having expended efforts to secure a benefit to the Settlement Class, is entitled to a fee and accordingly, the Court approves the application of Settlement Class Counsel for $750,000.00 for their Attorneys' Fees, and up to $260,000.00 for their Litigation Expenses.

8. Cross-checking the $750,000.00 amount against Settlement Class Counsel's lodestar confirms the reasonableness of the fee award. Settlement Class Counsel's collective lodestar is not less than $___________, at the time of filing the final approval papers seeking approval of class representative enhancements, attorneys' fees and costs filed on _______________. The hourly rates used to arrive at this figure are consistent with market rates and reasonable in light of the Settlement Class Counsel's skill, experience, and expertise. The Court is further satisfied that the number of hours expended on the litigation is reasonable.

9. Accordingly, Plaintiff shall recover, from the common fund established by the Settlement Agreement, $750,000.00 for Attorneys' Fees Those amounts shall be paid from the Class Settlement Amount by the Settlement Administrator to Class Counsel, as follows:

Attorneys' Fees:

1. Law Office of Joseph Antonelli: ______
2. Janelle Carney – Attorney at Law, APC: _______
3. Law Offices of Kevin T. Barnes: _______
4. Law Offices of Raphael A. Katri: _______
5. Salusky Law Group, APC: _________

10. The Court further approves payment of the fees and costs of the appointed Settlement Administrator Rust Consulting, Inc., of $_______ for services rendered and to be rendered in connection with the completion of its duties pursuant to the terms of the Settlement.

11. The Court further approves Settlement Class Counsels' Litigation Expenses, as follows:

1. Law Office of Joseph Antonelli: _______
2. Janelle Carney – Attorney at Law, APC: ______
3. Law Offices of Kevin T. Barnes: _______
4. Law Offices of Raphael A. Katri: _______
5. Salusky Law Group, APC: ________

12. Within thirty (30) calendar days following the Settlement Effective Date, Walmart shall transfer the balance of the Class Settlement Amount to the QSF.

A. Once the final Individual Settlement Payment Amounts are known, the Settlement Administrator shall also calculate any additional amounts to be paid by Walmart for the employer's share of payroll taxes and shall provide notice to Walmart, in writing, of the amount to be transferred and an account, other than the QSF, into which to transfer such funds. Within ten (10) business days of its receipt of such written notice, Walmart shall transfer such amount to an account other than the QSF as directed by the Settlement Administrator.

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

1. Paying the amount awarded by the Court for Attorneys' Fees and Litigation Expenses within three (3) business days after the receipt of the funds transferred by Walmart to the QSF.
2. Paying the amount awarded by the Court for the Settlement Class Representative Payment to the Settlement Class Representative within three (3) business days after the receipt of the funds transferred by Walmart to the QSF.
3. Paying the amount awarded by the Court for the LWDA Penalty Payment to the LWDA within three (3) business days after the receipt of funds transferred by Walmart to the QSF.
4. Paying the court-approved Individual Settlement Payment Amounts to Settlement Class Members and the court-approved Individual PAGA Payments to Aggrieved Employees from the from the Net Settlement Amount within thirty (30) days after the receipt of (i) the funds transferred by Walmart to the QSF and (ii) the funds transferred by Walmart to an account other than the QSF, if necessary, for purposes of the employers' share of payroll taxes pursuant to Section 10.1.3, whichever is later.

C. Settlement Class Members and Aggrieved Employees will have 180 days from the date the settlement checks are mailed to cash or deposit their settlement checks. Thirty (30) days prior to the close of the 180-day period, the Settlement Administrator will send a reminder postcard to those Settlement Class Members and/or Aggrieved Employees who have not cashed their settlement checks.

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

13. The Court retains jurisdiction over the administration and effectuation of the Settlement including, but not limited to, the ultimate disbursement to the participating Settlement Class Members and/or Aggrieved Employees, payment of attorneys' fees and costs, the enhancement award to the Settlement Class Representative, and the claims administration expenses and other issues related to this Settlement.

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

15. The Court hereby enters final judgment in this case accordance with the terms of the Settlement Agreement, Order Granting Preliminary Approval of Class Action Settlement, and this Order Granting Final Approval of the Class Action and PAGA Settlement. Accordingly, subject to the foregoing, this action is hereby dismissed with prejudice, and the Released Claims (as defined in the approved Settlement Agreement) are hereby released, with the exception of any claims that may be retained by Settlement Class Members who excluded themselves from the Settlement.

Dated: ____________________ ________________________________

Hon. Terry J. Hatter,
UNITED STATES DISTRICT JUDGE