

**If you worked for Walmart in California in a salaried position,  
you may be entitled to receive money from a class action settlement.**

*The San Diego County Superior Court authorized this notice.*

*This is not a solicitation from a lawyer.*

**THIS NOTICE MAY AFFECT YOUR RIGHTS. PLEASE READ IT CAREFULLY.**

You are receiving this Notice because the Court has preliminarily approved a proposed settlement in a class action filed on behalf of all individuals who worked as salaried employees for Defendants Walmart Inc. and/or Wal-Mart Associates, Inc. (“Defendants” or “Walmart”) in California, whose employment terminated within the Class Period (March 1, 2016 through January 4, 2021), and who, at the time of separation, were eligible for Paid Time Off (“PTO”) under Defendants’ California Paid Time Off Policy that went into effect on March 1, 2016. A hearing to determine whether the settlement should receive the Court’s final approval will be held on August 27, 2021 at 1:30 p.m. in Department N-28 of the San Diego County Superior Court, which is located at 325 S. Melrose, Vista, CA 92081.

**This Notice explains the proposed settlement and provides an estimate of how much money you will receive as a settlement payment if you do not exclude yourself from the settlement. If you do not want to be part of the settlement class, then you must submit a Request for Exclusion (described in section 9, below) no later than July 12, 2021 otherwise you will be bound by the terms of the settlement, including the release of certain claims that you may have against Walmart, as described in section 8 of this Notice.**

**1. PURPOSE OF THIS NOTICE**

The Court has ordered that this Notice be sent to you because you have been identified as a member of the class by Defendants’ records. The purpose of this notice is to provide you with information about the lawsuit and the proposed settlement and to advise you of your options.

**2. PERSON ELIGIBLE TO RECEIVE A SETTLEMENT PAYMENT**

The people eligible to receive a settlement payment are every individual who worked as a salaried employee for Defendants in California, whose employment terminated between March 1, 2016 and January 4, 2021, and who, at the time of separation, were eligible for Paid Time Off (“PTO”) under Defendants’ California Paid Time Off Policy that went into effect on March 1, 2016. You are receiving this notice because, according to Walmart’s records, you are eligible to participate in the settlement.

**3. DESCRIPTION OF THE ACTION**

A former employee of Defendants, Plaintiff Justin Haskins (“Plaintiff”) filed a class action against Walmart in the San Diego Superior Court. The case is called *Haskins v Walmart Inc., et al.*, Case No. 37-2019-00020149-CU-OE-NC (the “Action”). The Action alleges that Plaintiff and other individuals who formerly worked as salaried associates of Walmart in California were not paid for all accrued vacation or PTO pay at termination. Based on these facts and others, Plaintiff’s Complaint alleges causes of action for: (1) failure to pay vested vacation at time of separation; (2) failure to pay unpaid wages at time of separation; and (3) violation of the Unfair Practices Act.

Defendants deny all of Plaintiff’s allegations and deny any wrongdoing. Among other things, Defendants contend that all former salaried employees in California have been properly compensated and that Defendants complied with all applicable California labor laws.

**FOR MORE INFORMATION CALL 1-800-523-5773.**

The Court has made no ruling on the merits of the alleged claims or the defenses asserted by Defendants. The Court has preliminarily approved the proposed settlement. The Court will decide whether to give final approval to the settlement at a hearing scheduled for August 27, 2021 at 1:30 p.m. (the “Final Approval Hearing”).

**4. WHO ARE THE ATTORNEYS REPRESENTING THE PARTIES?**

Attorneys representing Plaintiff and the class (“Class Counsel”) are:

Aaron C. Gundzik Rebecca Gundzik Gundzik Gundzik Heeger LLP 14011 Ventura Blvd., Suite 206E Sherman Oaks, CA 91423 Telephone: (818) 290-7461 Facsimile: (818) 918-2316	Daniel M. Holzman Caskey & Holzman 24025 Park Sorrento, Ste. 400 Calabasas, CA 91302 Telephone: (818) 657-1070 Facsimile: (818) 297-1775
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Attorneys representing Defendants are:

Jennifer A. Kearns Aaron T. Winn Duane Morris LLP 750 B Street, Suite 2900 San Diego, CA 92101-4681 Telephone: (619) 744-2242 Facsimile: (619) 923-2834	
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**5. THE TERMS OF THE PROPOSED SETTLEMENT**

The following is a summary of the settlement. The specific and complete terms of the proposed Settlement are stated in the Stipulation of Class Action Settlement (“Settlement Agreement”), a copy of which is filed with the Court. You can obtain a copy of the Settlement Agreement from Class Counsel (see contact information in Section 4 above) or review it on the following website: <http://www.phoenixclassaction.com/haskins-v-walmart/>.

Defendants have agreed to pay \$3,875,000 to settle any and all obligations for the claims alleged in the lawsuit. This amount is called the Gross Settlement Amount. As discussed below, the Gross Settlement Amount will be used to cover all payments to the settlement class, settlement administration costs, attorneys’ fees and costs, and a service and release award to the Plaintiff. All of these payments will be deducted from the Gross Settlement Amount. The remaining amount (called the Net Settlement Amount) will be distributed to class members who do not timely submit Requests for Exclusion, as discussed below.

(a) Attorneys’ Fees and Costs: Class Counsel has worked on this matter without compensation and have advanced funds to pay for expenses necessary to prosecute the Action. Accordingly, under the settlement, Class Counsel may request attorney’s fees not to exceed \$1,291,666 to compensate them for their work on the case, plus their reasonable costs and expenses incurred in the litigation not to exceed \$20,000. Subject to court approval, the attorneys’ fees and costs will be deducted from the Gross Settlement Amount.

(b) Service and Release Awards: The Plaintiff is requesting a service and release award of \$20,000, in addition to the amounts he will receive as a member of the class, to compensate him for undergoing the burden and expense of prosecuting the action and for the broader release of claims he is required to provide to Defendants. Subject to court approval, the service and release award will be deducted from the Gross Settlement Amount.

(c) Settlement Administration Costs: The Settlement Administrator, Phoenix Settlement Administrators, has advised the parties that the settlement administration costs will not exceed \$24,000. Subject to court approval, the settlement administration costs will be deducted from the Gross Settlement Amount.

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(d) **Payments to Settlement Class Members:** The remainder of the Gross Settlement Amount (called the Net Settlement Amount) will be distributed to class members who do not exclude themselves from the settlement (called Settlement Class Members). The amount of each Settlement Class Member's share of the Net Settlement Amount will be calculated based on the number of years that each Class Member worked for Defendants and the final bi-weekly pay rate of each Class Member.

The Net Settlement Amount will be allocated as follows:

- Sixteen percent (16%) of the Net Settlement Agreement will be allocated to those Class Members who worked for Defendants for an uninterrupted period of 2.99 years or less as of the date of termination.
- Eighteen percent (18%) of the Net Settlement Agreement will be allocated to those Class Members who worked for Defendants for an uninterrupted period of 3 to 5.99 years as of the date of termination.
- Twenty percent (20%) of the Net Settlement Agreement will be allocated to those Class Members who worked for Defendants for an uninterrupted period of 6 to 9.99 years as of the date of termination.
- Twenty-two percent (22%) of the Net Settlement Agreement will be allocated to those Class Members who worked for Defendants for an uninterrupted period of 10 to 14.99 years as of the date of termination.
- Twenty-four percent (24%) of the Net Settlement Agreement will be allocated to those Class Members who worked for Defendants for an uninterrupted period of 15 years or more as of the date of termination.

The amount allocated to each of the above groups will then be allocated among the Class Members in each group on a pro rata basis based on the final bi-weekly pay rate of each Class Member on the date of termination.

## 6. WHAT YOU WILL RECEIVE UNDER THE SETTLEMENT

According to Defendants' records, you worked an uninterrupted period of \_\_\_ years for Defendants at the time of your termination and your final bi-weekly pay rate was \$\_\_\_\_\_ as of your date of termination. Under the settlement, you will receive approximately \$\_\_\_\_\_. This amount may increase or decrease based on various factors, including the number of class members who submit Requests for Exclusion, the amounts approved by the Court for attorneys' fees and costs, settlement administration costs, the service and release award to Plaintiff, and disputes by other class members regarding their dates of employment as salaried associates and their final bi-weekly pay rates. **To receive your settlement payment, you do not need to do anything. You will receive a settlement payment unless you exclude yourself from the settlement.**

## 7. PAYMENT SCHEDULE

The Settlement Administrator will send out settlement checks to class members after the settlement is finally approved by the Court. You will have 180 days after the Settlement Administrator mails your settlement check to cash it; otherwise it will be voided and the amount of your settlement payment will be sent to the California State Controller as unclaimed property in your name and you will need to contact that agency to obtain your funds. For tax purposes, one-half of your settlement payment shall be attributed to wages and reported on a W-2 form; the other half will be attributed to interest and penalties. The amount of interest and penalties will be reported on an IRS Form 1099. Nothing in this Notice should be construed as providing you with tax advice. You should consult with your tax advisor concerning the tax consequences of the payment you receive.

## 8. RELEASE OF CLAIMS

Unless you submit a valid Request for Exclusion (described below in section 9), you will release Defendants and each of their respective past, present and/or future officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers from all causes of action and factual or legal theories that were alleged in the Complaint, reasonably could have been alleged in the Complaint, or arise from facts, legal theories, Labor Code sections, and primary rights at issue in the Complaint, including failure to pay all vested vacation or PTO pay at termination of employment, failure to timely pay wages upon termination, and all damages, penalties, interest and other amounts recoverable under said claims, causes of action or legal theories of relief pleaded in the Complaint. The release only affects claims that arose at any time from March 1, 2016 through January 4, 2021. Claims and damages that were not alleged in the Complaint and do not arise from the facts alleged in the Complaint are specifically excluded from the release.

**FOR MORE INFORMATION CALL 1-800-523-5773.**

## 9. YOUR OPTIONS

As a member of the settlement class you have four options. Each option will affect your rights, which you should understand before making your decision. Your rights regarding each option, and the procedure you must follow to select each option, are explained below:

### (a) You Can Do Nothing.

If you do nothing, you will remain a member of the settlement class and will receive a settlement payment. You will also be bound by the release of claims set forth in Section 8 above. The payment will remain valid and negotiable for one hundred eighty (180) calendar days from the date of the issuance. This deadline to cash the payment check shall not be extended for you absent Court Order.

### (b) You Can Contest the Calculation of Your Settlement Payment as Stated in this Notice.

You can contest the number of number of years you worked for Defendants and/or the final bi-weekly pay rate attributed to you in Section 6 above. To do so, you must provide the Settlement Administrator with a written explanation of your position. The statement must also include your full name, current address and telephone number, and must identify this case (*Haskins v Walmart Inc., et al.*, Case No. 37-2019-00020149-CU-OE-NC). You must provide written documentation supporting the time period during which you worked for Defendants as a salaried associate and/or your final bi-weekly pay rate; otherwise, the information listed above will be presumed correct. You must postmark your written statement no later than **July 12, 2021**. The Settlement Administrator will consider the documentation you submit and will communicate with you and the parties as necessary regarding the dispute to determine whether an adjustment is warranted before making a final determination regarding your settlement payment. The Settlement Administrator will mail you its final determination.

### (c) You Can Exclude Yourself from the Settlement Class.

If you do not want to remain a member of the settlement class, you can request exclusion (i.e., opt out) by sending the Settlement Administrator a written Request for Exclusion at the address specified in Section 11 below. The deadline to postmark a Request for Exclusion is **July 12, 2021**. A Request for Exclusion is a written statement that unambiguously requests exclusion from the settlement class. The Request for Exclusion must include the case number (*Haskins v Walmart Inc., et al.*, Case No. 37-2019-00020149-CU-OE-NC), your name, current address and telephone number, and the last four digits of your social security number (for verification purposes). You must also sign the Request for Exclusion. You should keep a copy of your Request for Exclusion. Moreover, to demonstrate receipt by the Settlement Administrator, you may elect to send your Request for Exclusion via certified mail. Requests for Exclusion that do not include all required information, or that are not postmarked on or before **July 12, 2021**, will not be valid.

If you submit a valid and timely Request for Exclusion, you will not be bound by the settlement or the release of claims in Section 8 above; however, you will not receive any money under the settlement. You will also be barred from objecting to this settlement. By opting out of the settlement class, you will retain whatever rights or claims you may have against Defendant.

If you do not submit a timely and valid Request for Exclusion from the settlement class by the deadline specified above, then you will be bound by all terms and conditions of the settlement, including the Release of Claims, if it is approved by the Court and by the judgment, and you will receive a settlement payment.

### (d) You Can Object to the Settlement.

If you do not submit a Request for Exclusion from the settlement, you may object to the settlement by sending your written objections to the Settlement Administrator at the address specified in Section 11 below. The deadline to postmark your objections is **July 12, 2021**. Only class members who have not requested exclusion may object to the settlement.

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Your objection must state the basis of your objection and include any papers and briefs in support of your position. Your objection must be signed and must contain your current address and telephone number (or that of your attorney) and refer to this case (*Haskins v Walmart Inc., et al.*, Case No. 37-2019-00020149-CU-OE-NC).

If you object to the settlement and if the Court approves the settlement notwithstanding your objections, you will be bound by the terms of the settlement and be deemed to have released all of the Released Claims as set forth in Section 8 above, and you will not be permitted to file a Request for Exclusion.

#### **10. FINAL APPROVAL HEARING ON PROPOSED SETTLEMENT**

The Final Approval Hearing on the fairness and adequacy of the proposed settlement, the plan of distribution, the service and release awards to the Plaintiff, and Class Counsel's request for attorneys' fees and costs, and other issues will be held on August 27, 2021 at 1:30 p.m., in Department N-28 of the San Diego County Superior Court, which is located at 325 S. Melrose, Vista, CA 92081. The Final Approval Hearing may be continued to another date without further notice. If you plan to attend the Final Approval Hearing, it is recommended that you contact the Settlement Administrator to confirm the date and time.

#### **11. NON-RETALIATION**

Defendants will not retaliate or take any adverse action against a class member for participating in the settlement.

#### **12. ADDITIONAL INFORMATION AND COURTHOUSE SOCIAL DISTANCING INFORMATION.**

This Notice only summarizes the lawsuit and settlement. For more information, you may inspect the Court file at the San Diego County Superior Court, 325 S. Melrose, Vista, CA 92081, subject to the social distancing procedures in place at the Courthouse. You may also review the settlement agreement and other documents on-line at <http://www.phoenixclassaction.com/haskins-v-walmart/> or you may contact the Settlement Administrator as follows:

Phoenix Settlement Administrators

P.O. Box 7208

Orange, CA 92863

Telephone: 1-800-523-5773

Facsimile: 949-209-2503

Email: [Notice@phoenixclassaction.com](mailto:Notice@phoenixclassaction.com)

Website: <http://www.phoenixclassaction.com/haskins-v-walmart/>

You may also contact Class Counsel at the address and telephone number provided in Section 4 above. If your address changes or is different from the address on the envelope enclosing this Notice, please promptly notify the settlement administrator.

The Superior Court of California, County of San Diego, is closely monitoring the COVID-19 pandemic and related governmental responses. The Court will continue to follow the guidance provided by local, state, and federal public health authorities, including, but not limited to, conducting temperature and symptom screenings, requiring face coverings, enforcing social distancing, implementing increased cleaning measures, and providing hand sanitizer kiosks.

Please do not come inside any courthouse if, within the last 14 days, you, or anyone you reside with or have had close contact with, have been diagnosed with COVID-19, experienced symptoms of COVID-19, or traveled from a country identified on the CDC Warning Level 2 or 3 Travel Advisory. Individuals seeking emergency services who fall into any of these categories will be assisted outside of the courthouse.

**PLEASE DO NOT CALL OR WRITE THE COURT ABOUT THIS NOTICE**

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