

USERRA Short-Term Military Leave Litigation
NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Tsui v. Walmart Inc., No. 20 Civ. 12309 (D. Mass.)

A Federal Court authorized this Notice. This is not a solicitation from a lawyer.

If you were a Walmart employee who took Short-Term Military Leave (30 days or less) between October 10, 2004 and December 31, 2020, you could get money from this class action settlement.

- Please read this Notice carefully and fully. This Notice explains the Lawsuit known as *Nickolas Tsui v. Walmart Inc.* Case No. 20 Civ. 12309 (D. Mass.), the Settlement, and your legal rights in this Lawsuit.
- A Walmart employee, Nickolas Tsui (the “Plaintiff”) has sued Walmart in a class action on behalf of himself and other similarly situated employees alleging that Walmart violated the Uniformed Services Employment & Reemployment Rights Act (“USERRA”) by failing to provide its employees fully paid leave when they took short-term military leave since October 2004. Walmart denies the claims and the Court has not decided that Walmart did anything wrong.
- The Parties have agreed to settle the claims alleged in the Lawsuit. This Notice describes the proposed class action Settlement, which, if approved by the Court, would mean that you may be eligible to receive compensation for Short-Term Military Leave that you took when you worked at Walmart between October 10, 2004 and December 31, 2020.
- If you received this Notice in the mail, Walmart has identified you as a potential Settlement Class Member.
- If you did not receive this Notice in the mail, Walmart did not identify you as a potential Settlement Class Member, but you may still be a Settlement Class Member if you took Short-Term Military Leave from Walmart between October 10, 2004 and December 31, 2020.
- **You must submit a Claim Form to be eligible to receive compensation.** For instructions on how to submit a claim please read this Notice and/or visit www.WalmartUSERRAsettlement.com. If you received this Notice in the mail, you may return the accompanying Claim Form by mail, or you may enter your unique code, <XXXX>, and your password, <XXXX> on the website and submit a Claim Form online.
- The Court has preliminarily approved the Settlement. For the Settlement to become final and any payments or benefits to be distributed, the Court will need to issue final approval after a final approval hearing, which is currently scheduled for October 14, 2021. This date is subject to change without further notice.
- Please check www.WalmartUSERRAsettlement.com for the latest updates on the case, or access the court docket at www.pacer.gov for the most up-to-date court information. **PLEASE DO NOT CONTACT THE COURT OR WALMART DIRECTLY. They may not be able to answer your questions.**
- If you have Questions CALL the Claims Administrator at (866) 742-4955 OR VISIT www.WalmartUSERRAsettlement.com.

PLEASE READ THIS NOTICE CAREFULLY.

IF YOU ARE A MEMBER OF THE SETTLEMENT CLASS, THIS SETTLEMENT WILL AFFECT YOUR RIGHTS.

SUMMARY OF YOUR LEGAL RIGHTS & OPTIONS

OPTION #1: DO NOTHING	DO NOTHING. If you do nothing, you will NOT receive money from this settlement and you will release your claims against Walmart.
OPTION #2: SUBMIT A CLAIM FORM	SUBMIT A CLAIM FORM BY SEPTEMBER 16, 2021 TO RECEIVE A SETTLEMENT PAYMENT. You <i>must</i> submit a Claim Form to be eligible to receive any money under the Settlement. You can submit the Claim Form online at www.WalmartUSERRAsettlement.com or submit a hard copy via regular mail to Walmart USERRA Settlement, c/o RG/2 Claims Administration LLC, P.O. Box 59479, Philadelphia, PA 19102-9479. In the Claim Form, you must identify (i) the years you were employed by Walmart and (ii) the years that you took Short-Term Military Leave (30 days or less) from your employment at Walmart. If you did NOT receive this Notice and accompanying Claim Form in the mail, when you submit your claim you will also need to provide evidence of the years that you were in the military for every year that you claim you took Short-Term Military Leave from Walmart. You can provide that evidence by submitting a DD-214 or any other document from the military or federal government that shows the year(s) you served in the military. If you DID receive this Notice and accompanying Claim Form in the mail, you do not have to submit evidence of your military service unless the Claims Administrator asks you to do
OPTION #3: OBJECT OR COMMENT	OBJECT/COMMENT. You may write to the Court and explain why you do not like one or more aspects of the proposed Settlement. You must do so by no later than September 16, 2021 . You may also appear at the final approval hearing. If you object/comment, you may still submit a Claim Form and be eligible to receive a payment.
OPTION #4: EXCLUDE YOURSELF	EXCLUDE YOURSELF. You may exclude yourself or opt out of the Settlement by writing to the Court by September 16, 2021 . If you exclude yourself or opt out of the Settlement, you may not submit a Claim Form or receive a payment under the Settlement.

If you have any questions after you have read this Notice, contact Class Counsel or the Claims Administrator; PLEASE DO NOT CONTACT THE COURT OR WALMART as they may not be able to answer your questions.

BASIC INFORMATION

1. Why did I receive this Notice?

You received this Notice in the mail because the Court has ordered that it be sent to the persons that Walmart has identified as potential Settlement Class Members. Walmart's records show that you worked at Walmart and you may have taken Short-Term Military Leave (less than 30 days) from Walmart sometime between approximately 2013 and December 31, 2020 (if you worked as an hourly associate) or sometime between approximately 2016 and December 31, 2020 (if you worked as a salaried associate). This means that you are a potential Settlement Class Member. It is also possible that you took Short-Term Military Leave while working at Walmart during time periods earlier than 2013 (for hourly associates) or 2016 (for salaried associates) but Walmart does not have records of military leave from these earlier time periods.

If you did not receive this Notice in the mail, Walmart did not identify you as a potential Settlement Class Member. However, you may still be a Settlement Class Member if you took Short-Term Military Leave from Walmart between October 10, 2004 and December 31, 2020 even if Walmart does not have a record of you taking such leave.

If you do not know whether Walmart has identified you as a potential Settlement Class Member, please visit www.WalmartUSERRAsettlement.com and, if you have them, enter your unique code, <XXXX>, and your password, <XXXX>. If you do not have a unique code and password, additional information can be found on the Settlement website.

This Lawsuit is pending in the United States District Court for the District of Massachusetts, and is called *Tsui v. Walmart*, No. 20 Civ. 12309 (D. Mass.).

This Notice informs you of a proposed settlement (referred to as "Settlement" or "Settlement Agreement") of this class action Lawsuit consisting of, among other things, payment by Walmart a minimum of \$10 million and up to a maximum of \$14 million in cash (depending on the number of approved claims submitted) that will be used to pay eligible Settlement Class Members who took Short-Term Military Leave between October 10, 2004 and December 31, 2020, attorneys' fees, litigation expenses, a Service Payment to the named Settlement Class Representative, and other costs of the Settlement. This Notice describes your rights and options in connection with the Settlement.

2. What is this lawsuit about?

The Lawsuit is a putative class action brought under the Uniformed Services Employment & Reemployment Act ("USERRA"). The USERRA law provides servicemembers and veterans with a range of rights and benefits, including protections for reservists who take military leave from civilian employers like Walmart.

The Plaintiff who brought the lawsuit is a military reservist and Walmart employee who took Short-Term Military Leave while employed at Walmart. The Defendant is Walmart.

The Lawsuit claims that Walmart violated USERRA by failing to provide fully paid leave to employees when they took Short-Term Military Leave from October 10, 2004 to December 31, 2020, while providing fully paid leave to employees who took other types of short term leave from Walmart. The Court has not decided the merits of the Lawsuit. Walmart denies that it did anything wrong and no court has found that Walmart did anything wrong or that Walmart violated any law.

Additional information about the claims and a copy of the Complaint are available at www.WalmartUSERRAsettlement.com

3. What has happened so far in the lawsuit?

On March 12, 2019, counsel for the Plaintiff sent a letter to Walmart along with a draft class action complaint that Plaintiff intended to file alleging that Walmart's policy of failing to provide fully paid leave to employees when they took Short-Term Military Leave from October 10, 2004 to December 31, 2020, while providing fully paid leave to employees who took other types of short-term leave from Walmart, such as jury duty or bereavement leave, violated USERRA, 38 U.S.C. § 4316(b), and seeking damages and injunctive relief.

Since Walmart received Plaintiff's March 12, 2019 letter, the Parties have engaged in lengthy, pre-litigation discussions regarding Plaintiff's claims. Prior to exchanging settlement proposals, Walmart produced information about its policies and anonymized personnel data on the employees who have taken Short-Term Military Leave from Walmart, and the Parties separately analyzed that personnel data to understand Walmart's potential liability in this Case. The Parties then exchanged mediation statements and analysis of the personnel data. Then, on February 19, 2020, the Parties participated in a private

mediation session with Michelle Yoshida, a private mediator with substantial experience in employment cases. Although the Parties did not obtain a resolution at mediation, following the mediation the Parties continued to discuss settlement of the claims of the Settlement Class Members and to exchange settlement proposals on monetary and programmatic settlement terms. As a result of the mediation and the additional arms-length negotiations, on December 30, 2020 the Parties reached an agreement to resolve the litigation. Under the Settlement Agreement, Walmart will pay between \$10 million and \$14 million in cash (depending on the number of approved claims submitted), and make important changes to Walmart's military leave policies so that eligible employees can receive 30 days of fully paid military leave each year.

On December 31, 2020, the Plaintiff filed this lawsuit in the U.S. District Court for the District of Massachusetts, *Tsui v. Walmart Inc.*, No. 20 Civ. 12309 (D. Mass.). Walmart denies the claims alleged. The Court has not ruled on the merits of any claims or defenses.

On April 30, 2021, the Court certified a Settlement Class for settlement purposes, appointed the Plaintiffs' counsel as Settlement Class Counsel, appointed Plaintiff as the Settlement Class Representative, preliminarily approved the Settlement, and scheduled a final hearing to evaluate the fairness and adequacy of the Settlement.

THE SETTLEMENT CLASS

4. What is a Class Action?

A class action is a lawsuit in which the claims and rights of many people are decided in a single court proceeding. In a class action, one or more people, called Plaintiffs, file suit on behalf of others with similar claims, called the Class or Class Members. If a class is certified, the Court appoints a person, called the Class Representative, to represent and act on behalf of the class. In this case, the Court has certified a class for settlement purposes (the "Settlement Class") and approved the designation of the plaintiff, Nickolas Tsui, as the Settlement Class Representative.

5. Who is included in the Settlement Class?

The Court has certified for settlement purposes a Settlement Class consisting of (A) all current and former employees who work or worked for Walmart at a location in a jurisdiction covered by USERRA (i.e., the United States and its territories) during the Settlement Class Period; (B) who took Short-Term Military Leave (i.e., 30 days or less) in one or more years during their employment with Walmart during the Settlement Class Period, (C) and during such period of Short-Term Military Leave did not receive the regular wages or salary that they would have earned had they continued to work their ordinary work schedules.

Walmart has identified more than 7,000 of its former or current employees who may fall within the Settlement Class definition and are potential Settlement Class Members because Walmart's records show that they may have taken Short-Term Military Leave from Walmart between October 10, 2004 and December 31, 2020. (Walmart's records only cover the period of 2013 to 2020 for hourly associates and 2016 to 2020 for salaried associates).

Even if Walmart has not identified you as a potential Settlement Class Member you may still be a Settlement Class Member if you meet the Settlement Class definition because you took Short-Term Military Leave from Walmart between October 10, 2004 and December 31, 2020.

You must file a Claim Form to receive a share of the Settlement, whether or not Walmart has identified you as a potential Settlement Class Member.

If you do not know whether you have been identified by Walmart as a potential Settlement Class Member, please visit www.WalmartUSERRAsettlement.com and, if you have them, enter your unique code, <XXXX>, and your password, <XXXX>. If you do not have a unique code and password, additional information can be found on the Settlement website.

If you are included in the above definition then you will be included in the Settlement Class unless you exclude yourself. If you are unsure about whether you are a Settlement Class Member, you can contact the lawyers representing the Settlement Class or the Claims Administrator.

Contact information for the lawyers for the Settlement Class is listed in the response to Question 21.

Contact information for the Claims Administrator is identified throughout this Notice.

THE SETTLEMENT

6. What does the Settlement provide?

The Settlement provides monetary relief to Settlement Class Members who were allegedly denied pay for periods of Short-Term Military Leave from October 10, 2004 to December 31, 2020. In addition, Walmart has agreed to revise its military leave policy to provide eligible employees with fully paid military leave for 30 days each year, plus differential pay (meaning the difference between the associate's Walmart pay and the pay provided by the military if the Walmart pay is higher) for military assignments longer than 30 days in a calendar year, not to exceed 12 months in a single continuous assignment assuming that all other conditional and requirements for differential pay are met.

The Settlement Agreement provides the following monetary relief:

Under the Settlement, Walmart has agreed to pay the Class Settlement Amount of at least \$10 million ("Floor") and at most \$14 million ("Ceiling"), dependent upon Settlement Class Members' participation in the Settlement. No portion of the Class Settlement Amount shall revert to Walmart.

The amount of the Class Settlement Amount shall be determined based on the number of timely Claim Forms that are filed and the number of years in which Settlement Class Members took Short-Term Military Leave, as identified by the Claim Forms and approved by the Claims Administrator ("Year of Military Leave" or "YML").

For each Year of Military Leave identified by the timely Claim Forms, \$1,200 shall be included in the Class Settlement Amount. Thus, for example, if 10,000 aggregate years of military leave are identified on timely Claim Forms and approved by the Claims Administrator, then the Class Settlement Amount will be \$12 million, based on 10,000 times \$1,200 per year of military leave. If the aggregate figure is more than Fourteen Million Dollars (\$14,000,000.00), then the Class Settlement Amount shall be Fourteen Million Dollars (\$14,000,000.00). If that aggregate figure is less than Ten Million Dollars (\$10,000,000.00), then the Class Settlement Amount shall be Ten Million Dollars (\$10,000,000.00).

The Settlement provides for the following future policy changes and benefits:

Prior to the Final Approval Date, Walmart will revise its military leave policy applicable to Walmart associates in the United States to provide, subject to any modifications required by state law, associates with 30 days of fully paid military leave each calendar year and to further provide that after an associate has received his or her 30 days of fully paid military leave in a calendar year, if an associate takes an additional amount of military leave in that calendar year and that associate's pay as provided by the military is less than his or her Walmart pay, Walmart will, assuming all other conditions and requirements are met, pay the difference between the associate's Walmart pay and the pay provided by the military for that additional period of military leave, not to exceed 12 months in a single continuous assignment.

7. How do I receive a payment under the Settlement?

You **must** submit a claim form to be eligible to receive a payment under the Settlement.

You can submit the claim form online at www.WalmartUSERRAsettlement.com or submit a hard copy via regular mail to Walmart USERRA Settlement, c/o RG/2 Claims Administration LLC, P.O. Box 59479, Philadelphia, PA 19102-9479.

In the claim form, you must identify (i) the years you were employed by Walmart, (ii) the years that you took Short-Term Military Leave from your employment at Walmart, and (iii) your contact information and other information to confirm your employment with Walmart.

If you did NOT receive this Claim Form in the mail (because Walmart has not identified you as a potential Settlement Class Member), when you submit your claim form you will also need to provide evidence of the years that you were in the military for every year that you claim you took Short-Term Military Leave from Walmart. You can provide that evidence by submitting a DD-214 or any other document from the military or federal government that shows the year(s) you served in the military.

If you DID receive this Claim Form in the mail because Walmart identified you as a potential Settlement Class Member, you do not have to submit evidence of your military service unless the Claims Administrator asks you to do so.

8. How much money will I receive if I submit a timely claim form?

Each Settlement Class Member who files a timely claim form will receive an equal share of the Settlement payments that are distributed to the Settlement Class Members for each Year of Military Leave that the Settlement Class Member identifies on their Claim Form and is approved by the Claims Administrator. For example, if there are 10,000 Years of Military Leave approved for all Settlement Class Members and a Settlement Class Member is approved for 2 Years of Military Leave, the person will receive 2/10,000 of the payments that are distributed to all Settlement Class Members; but for a Settlement Class Member who is approved for 10 years of military leave, the person would receive 10/10,000 of the total payments.

Each year of military leave under the Settlement shall have a baseline value of \$1,200, minus the amount of attorneys' fees and costs approved and awarded by the Court, the service payment to the Settlement Class Representative approved and awarded by the Court, the costs to administer the settlement and taxes applicable to the settlement fund. It is presently anticipated that once these amounts are subtracted, each Year of Military Leave will have a baseline value of approximately \$775. However, the value could be reduced or increased on a pro rata basis depending on the number of approved Claim Forms submitted and the aggregate number of Years of Military Leave approved across all approved Claim Forms, such that the total Class Settlement Amount to be paid by Walmart shall be at least the Floor of \$10 million but will not exceed the maximum Ceiling of \$14 million.

Applicable taxes will also be withheld from claim payments in accordance with applicable law.

9. What do I give up as a result of the Settlement?

If the Court grants final approval to the Settlement, then all Settlement Class Members who do not exclude themselves from the Settlement Class will give up (or "release") their right to sue Walmart and any other Released Parties in any court or forum, for all claims of any kind or nature, known or unknown, that arise from or relate to pay during periods of Short-Term Military Leave from October 10, 2004 through December 31, 2020, including, but not limited to, claims for violations of USERRA, 38 U.S.C. § 4316(b). This Release applies regardless of whether or not you submit a Claim unless you exclude yourself. The full details of the Release are contained in the Settlement Agreement between the parties.

10. Why is there a Settlement?

In deciding to settle the lawsuit, the Settlement Class Representative and Class Counsel considered, among other things (a) the factual record; (b) the potential monetary recovery and potential to change Walmart's policies through litigation; (c) the strength of the Class' claims based on a review of the law and the facts established in discovery and through investigation; (d) the expense and length of continued proceedings, including possible trial and post-trial proceedings and appeals, necessary to prosecute the lawsuit; (e) the risks arising from the existence of unresolved questions of law and fact; (f) the nature and strength of defenses asserted by and available to Walmart; and (g) the risks and uncertainties of continued USERRA class action litigation of this nature.

After a thorough review and investigation and after participating in mediation with Walmart, the Settlement Class Representative and Class Counsel believe that in light of the foregoing considerations, the proposed Settlement is fair, reasonable and adequate and in the best interests of the Class.

11. When would I receive a payment under the Settlement?

Settlement Class Members' receipt of payment is conditioned on the Court's approval of the Settlement and such approval becoming final and no longer subject to any appeals. If there is no pending appeal of the Court's settlement approval, and depending on the amount of time it takes the Claims Administrator to complete the administrative process, it is anticipated the Claims Administrator will be able to issue checks to Settlement Class Members whose claims are approved approximately 90 days after the Court's final approval of the settlement. When ready, the Claims Administrator will send a check to the address you provide in your claim form.

EXCLUSION & OBJECTIONS

12. If I want to get out of the Settlement, what should I do?

If you are a Settlement Class Member and you wish to exclude yourself (or opt out) from the Settlement, you must send a letter to the Claims Administrator that includes the following:

- Your name, address, and telephone number;
- A statement that you want to be excluded from *Tsui v. Walmart Inc.*, No. 20 Civ. 12309 (D. Mass.);
- A statement describing how you are a member of the Settlement Class by describing the Short-Term Military Leave you took from Walmart between October 10, 2004 and December 31, 2020; and
- Your signature.

You must mail your exclusion request, postmarked no later than September 16, 2021:

Walmart USERRA Settlement
 c/o RG/2 Claims Administration LLC
 P.O. Box 59479
 Philadelphia, PA 19102-9479

13. If I do not exclude myself, can I sue Defendant for the same thing later?

No. Under the release in the Settlement Agreement, if you are a Settlement Class Member and you do not exclude yourself (or opt out) from the Settlement, you will irrevocably release, acquit, and forever discharge any and all claims, actions, demands, damages, rights, obligations, expenses, costs, causes of action, or liabilities of any and every kind, known or unknown, against Walmart, its subsidiaries, agents, employees, and other affiliated persons or entities that arise from or relate to pay during periods of Short-Term Military Leave from October 10, 2004 through December 31, 2020, whether arising under USERRA or otherwise. The full terms of the Release are set forth in the Settlement Agreement. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately.

14. If I exclude myself, can I still get benefits from the Settlement?

No. If you are a Settlement Class Member and you exclude yourself (or opt out) from the Settlement, you cannot also submit a Claim Form and you will not receive any payment under the Settlement.

15. How do I tell the Court what I think about the Settlement?

Any Settlement Class Member may object to any aspect of the Settlement or attorneys' fees or expenses by submitting a written objection to the Claims Administrator or filing a written objection with the Court. To object, you must send a letter or other written statement to the Claims Administrator or the Court stating the aspect of the Settlement that you object to. Include your name, address, telephone number, signature, the title of the case, *Tsui v. Walmart Inc.*, No. 20 Civ. 12309 (D. Mass.), a statement describing how you are a member of the Settlement Class by describing the Short-Term Military Leave you took from Walmart between October 10, 2004 and December 31, 2020, and an explanation of all reasons you object to the Settlement. Please be advised that failure to include these details may result in the Court refusing to consider your objection.

Your written objection must be filed or postmarked no later than September 16, 2021, and mailed to the Claims Administrator at Walmart USERRA Settlement, c/o RG/2 Claims Administration LLC, P.O. Box 59479, Philadelphia, PA 19102-9479 or filed with the Court.

Your objection should state the supporting bases and reasons for the objection, identify any and all witnesses, documents or other evidence you would like to present at the Final Approval Hearing, and describe the substance of any testimony provided by you or other witnesses.

**IF YOU DO NOT OBJECT IN THE MANNER DESCRIBED IN THIS NOTICE,
 THE COURT MAY CONCLUDE THAT YOU HAVE WAIVED ANY OBJECTION
 AND MAY NOT PERMIT YOU TO SPEAK AT THE FAIRNESS HEARING.**

16. What's the difference between objecting and asking to be excluded?

Objecting is simply telling the Court that you do not like or disagree with an aspect of the Settlement. You can object to the Settlement only if you are a Settlement Class Member and you do not exclude yourself from the Settlement. Excluding yourself from the Settlement is telling the Court that you do not want to be part of the Settlement. If you exclude yourself from the Settlement, you cannot object to the Settlement, because you will not be bound by the Settlement.

THE FINAL APPROVAL HEARING

17. When and where will the Court hold the final approval hearing?

The Final Approval Hearing (also called the Fairness Hearing) is currently set for a video conference, but this may change, before the Honorable Mary Page Kelley at 12:00 pm ET, on October 14, 2021. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check www.WalmartUSERRAsettlement.com for updates. You will also be able to find information about how to access the video conference at the settlement website above. At the hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, how much to pay Class Counsel in fees, what to reimburse Class Counsel for their expenses, and whether to provide Plaintiff with a service award because of his time and expense to bring this lawsuit. If there are objections or comments, the Court will consider them at the hearing. After the hearing, the Court will decide whether to approve the Settlement and enter Final Judgment. We do not know how long these decisions will take. Please be patient.

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

Your attendance is not required, even if you submit a written response. Class Counsel will answer questions the Court may have at the Final Approval Hearing, including any questions about objections. If you or your personal attorney wants to attend the hearing, you may attend at your own expense. As long as any objection or comment you filed was postmarked by the deadline, the Court will consider it even if you do not attend the Final Approval Hearing.

19. May I speak at the Final Approval Hearing?

Yes. You may speak at the Final Approval Hearing, so long as you are a member of the Settlement Class and have properly and timely submitted a written response as set forth above and have stated in your response your intention to appear at the Final Approval Hearing.

20. What happens if I do nothing at all?

If you do nothing and you are entitled to receive benefits from the Settlement, you will **NOT** receive those benefits. Again, to receive a payment under the Settlement you must submit a claim form.

THE LAWYERS REPRESENTING YOU

21. Do I have a lawyer in this case?

Yes. The Court has appointed the following law firms to serve as the attorneys for the Class:

<i>Lead Class Counsel</i>	<i>Additional Class Counsel</i>
Adam T. Klein Michael Scimone Nina Martinez OUTTEN & GOLDEN LLP 685 Third Avenue, 25th Floor New York, New York 10017 Telephone: (347) 390-2159 Fax: (646) 509-2060 Email: Vets@outtengolden.com Website: www.userrights.com	Peter Romer-Friedman GUPTA WESSLER PLLC 1900 L Street, NW, Suite 312 Washington, DC 20036 Telephone: (202) 888-1741 Email: peter@guptawessler.com
R. Joseph Barton BLOCK & LEVITON LLP 1735 20th Street N.W. Washington, DC 20009 Telephone: (202) 734-7046 Email: WalmartUSERRA@blockleviton.com	Thomas G. Jarrard LAW OFFICE OF THOMAS G. JARRARD, PLLC 1020 N Washington Street Spokane, WA 99201 Telephone: (425) 239-7290 Email: tjarrard@att.net
	Matthew Z. Crotty, Esq. CROTTY & SON LAW FIRM, PLLC 905 W. Riverside Ave., Suite 404 Spokane, WA 99201 Telephone: (509) 850-7011 Email: matt@crottyandson.com

The Court has approved these law firms to serve as Class Counsel. You have the right to hire your own attorney (at your own expense), but if you are a member of and remain in the Settlement Class, you are not required to hire a separate attorney.

22. How will the lawyers for the Settlement Class be paid?

Class Counsel undertook this matter more than two years ago on a wholly contingent basis. Subject to approval of the Court, Class Counsel is permitted to seek an award of attorneys' fees to be paid from the Class Settlement Amount, and reimbursement of expenses incurred during the litigation, also to be paid from the Class Settlement Amount. These attorneys' fees pay for work the attorneys have performed on behalf of the Settlement Class and for work yet to be done in helping to administer the Settlement. Before the Final Approval Hearing, Class Counsel will seek the Court's approval of an award of attorneys' fees in the amount not to exceed one third of the \$14 million maximum payment that Walmart could make under the Settlement, plus reimbursement for lawsuit costs and expenses. Whether the Settlement is approved or not, you will not be required to directly pay any attorneys' fees or other expenses or costs, which will be paid only from the Class Settlement Amount in the amount approved by the Court.

THE NAMED PLAINTIFF

23. What May the Settlement Class Representative Receive Under the Settlement?

The Settlement Class Representative may receive a payment like any other Settlement Class Member by filing a Claim Form. In addition, Class Counsel will ask the Court to award of Service Payment of \$10,000 to be paid from the Class Settlement Amount to the Settlement Class Representative in his capacity as Settlement Class Representative. The proposed Service Payment would recognize the service that the Settlement Class Representative provided here, including his participation in the prosecution and settlement of this case.

THE SETTLEMENT IS NOT YET FINAL

24. Can the Settlement be terminated?

If there is no final approval of the proposed Settlement in this case or if the Settlement is not consummated for any other reason, the Settlement Agreement will become null and void, and the parties will resume their former positions in the lawsuit.

GETTING MORE INFORMATION

25. How do I get more information?

This Notice contains only a summary of the proposed Settlement and your rights as a Settlement Class Member. Full details of the Settlement are set forth in the Settlement Agreement. The Settlement Agreement and certain other documents about the litigation are available on the Claims Administrator's website at www.WalmartUSERRAsettlement.com. You may obtain additional information regarding the matters involved in this lawsuit by reviewing the papers on file in this litigation, which may be (a) inspected, during business hours, at the Office of the Clerk of Court, United States District Court for the District of Massachusetts, 1 Courthouse Way, Boston, Massachusetts 02210, or (b) accessed online for a fee by obtaining a password at www.pacer.gov.

Please do not contact Walmart about this Settlement. It may not be able to give you additional information.

26. How do I ensure that I receive any updates?

If your contact information changes after you receive this Notice, you should contact Class Counsel and/or provide an update to the Claims Administrator. You may e-mail any updates to your contact information to Class Counsel whose e-mail addresses are provided below, or communicate any changes to the Claims Administrator at info@rg2claims.com or (866) 742-4955.

27. Whom do I call about questions?

If you have any questions about this Notice or the lawsuit, contact Class Counsel or the Claims Administrator listed below.

<i>Lead Class Counsel</i>	<i>Additional Class Counsel</i>
Adam T. Klein Michael Scimone Nina Martinez OUTTEN & GOLDEN LLP 685 Third Avenue, 25th Floor New York, New York 10017 Telephone: (347) 390-2159 Fax: (646) 509-2060 Email: Vets@outtengolden.com Website: www.userrights.com	Thomas G. Jarrard LAW OFFICE OF THOMAS G. JARRARD, PLLC 1020 N Washington Street Spokane, WA 99201 Telephone: (425) 239-7290 Email: tjarrard@att.net Matthew Z. Crotty, Esq. CROTTY & SON LAW FIRM, PLLC 905 W. Riverside Ave., Suite 404 Spokane, WA 99201 Telephone: (509) 850-7011 Email: matt@crottyandson.com

Walmart USERRA Settlement
c/o RG/2 Claims Administration LLC
P.O. Box 59479
Philadelphia, PA 19102-9479
Telephone: (866) 742-4955
Fax: (215) 827-5551
Email: info@rg2claims.com

**PLEASE DO NOT CONTACT WALMART, THE COURT OR THE COURT CLERK'S OFFICE
REGARDING THIS NOTICE, THE SETTLEMENT, OR THE CLAIMS PROCESS.**

Dated: June 18, 2021

BY ORDER OF THE COURT

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS