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**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF ARIZONA**

Kathy Arrison, et al.,  
Plaintiffs,  
v.  
Walmart Incorporated, et al.,  
Defendants.

No. CV-21-00481-PHX-SMB  
**ORDER**

The Court having reviewed Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement and Notice Plan (Doc. 93), and the Settlement Agreement and Release entered into by Plaintiffs and Defendants, and for good cause shown:

**IT IS ORDERED** that Plaintiffs' Motion' is **GRANTED**.

**IT IS FURTHER ORDERED** as follows:

1. The Court reaffirms its order granting class certification pursuant to Fed. R. Civ. Proc. 23 entered on July 11, 2023 (Doc. 80) certifying the class of all individuals who worked at a Walmart retail store in Arizona as a nonexempt store employee at any point during the Class Period of April 10, 2020 through February 28, 2022.

2. The Settlement Provides that Defendants will pay \$2,500,000.00 as the Gross Settlement Amount. The Gross Settlement Amount includes: (a) all Individual Settlement Payments to Participating Class Members; (b) General Release Payments to the Named Plaintiffs; (c) Attorneys' Fees and Costs to Class Counsel; and (d) Settlement

1 Administration Costs to the Settlement Administrator. The Parties agree that with the  
2 exception of Employer's Payroll Taxes, Walmart will have no obligation to pay any  
3 amount in connection with this Settlement Agreement apart from the Gross Settlement  
4 Amount. No part of the Gross Settlement Amount will revert to Walmart.

5 3. The Court reaffirms its appointment of Kathy Arrison and Tristan Smith as  
6 Class Representatives.

7 4. The Court reaffirms its appointment of Lear Werts LLP as Class Counsel.

8 5. The Court appoints Simpluris as Settlement Administrator.

9 6. The Court preliminarily finds that the Settlement is the product of good  
10 faith negotiations, has no obvious deficiencies, does not provide preferential treatment to  
11 class representatives, and is within the range of possible approval. As a result, the Court  
12 does hereby preliminarily approve the Settlement, including the notices and releases  
13 contained therein as being fair, reasonable, and adequate to the Class Members, subject to  
14 further consideration at the Fairness Hearing described below.

15 7. A Final Approval Hearing shall be held before the Court on **July 15, 2024**  
16 **at 9:30 a.m.** (30 minutes allowed) for the following purposes:<sup>1</sup>

- 17 a. To determine whether the proposed Settlement on the terms and conditions  
18 provided for by the Agreement is fair, reasonable, and adequate to the Class  
19 and should be approved by the Court;
- 20 b. To determine whether a Final Approval Order, as defined in the Agreement,  
21 should be entered;
- 22 c. To determine whether Plaintiffs' application for Attorneys' Fees and  
23 Expenses, and requested Service Awards for the Class Representative,  
24 should be approved; and
- 25 d. To rule upon such other matters as the Court may deem appropriate.

26  
27 <sup>1</sup> As provided for in the Settlement Agreement and in the table below, the Final Approval  
28 Hearing is set at least 150 days from the entry of this Order to allow the Settlement  
Administrator and the Parties the time necessary to complete the class notification  
process.

1           8.     Plaintiffs' Motion for Final Approval shall be filed at least thirty (30) days  
2 before the Final Approval Hearing.

3           9.     The Court approves, as to the form and content, the Proposed Notice, and  
4 finds that the mailing, distribution, and in the form and manner set forth in the Settlement  
5 Agreement meets the requirements of Fed. R. Civ. P. 23 and due process, and is the best  
6 notice practicable under the circumstances, and shall constitute due and sufficient notice  
7 to all persons entitled to notice.

8           10.    The Complaint was filed after February 18, 2005. The Court directs  
9 Defendant to timely notify, through the Settlement Administrator, the appropriate Federal  
10 and State officials under the Class Action Fairness Act of 2005, 28 U.S.C. § 1715 (to the  
11 extent this has not already been done). Counsel for Defendant or the Settlement  
12 Administrator shall, at or before the Final Approval Hearing, file with the Court proof of  
13 compliance with the Class Action Fairness Act of 2005, 28 U.S.C. §1715.

14           11.    All Class Members shall be bound by all determinations and judgments in  
15 the class action concerning the Settlement, including, but not limited to, the releases  
16 provided for in the Agreement, whether favorable or unfavorable, except those who  
17 timely and validly requested exclusion from the Class and have not opted back in. The  
18 persons and entities who timely and validly requested exclusion from the Class will be  
19 excluded from the Class and shall not have rights under the Agreement, shall not be  
20 entitled to receive any payment, and shall not be bound by the Agreement or the Final  
21 Approval Order as to Defendant in the Class Action.

22           12.    Any Class Member may enter an appearance, individually or, at their own  
23 expense, through counsel of their choice, in which case counsel must file with the Clerk  
24 of Court and deliver to Class Counsel and counsel for Defendant a notice of such  
25 appearance no later than seventy-five (75) days after the deadline for the Settlement  
26 Administrator to distribute the Class Notice (“Notice Deadline”). If they do not enter an  
27 appearance, they will be represented by Class Counsel.

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1           13. Any Class Member may appear and show cause, if that Class Member has  
2 any reason why the proposed Settlement should not be approved as fair, reasonable, and  
3 adequate, or why Class Counsel's application for an award of attorneys' fees and for re-  
4 imbursement of expenses should not be granted; provided, however, that no person shall  
5 be heard or entitled to contest such matters unless that person has delivered by hand or  
6 sent by first class mail sufficient written objections and copies of all papers and briefs  
7 any such person wishes to submit in support of any such objection delivered or post-  
8 marked no later than seventy-five (75) days following the Notice Deadline to Class  
9 Counsel and Walmart Counsel at the address set forth in the Notice.

10           14. Objections may also be filed using the Court's ECF filing system, so long as  
11 such objections are filed within seventy-five (75) days of the Notice Deadline.

12           15. To object to the Settlement ("Objection"), a Class Member must sign and  
13 file a written Objection by either (a) sending it to the Court with a postmark on or before  
14 the Response Deadline, or (b) filing it with the Court on or before the Response Deadline.  
15 In order for the Objection to be valid, the Objection must: (a) include the objector's full  
16 name, address, email address, and telephone number; (b) be signed by the Class Member;  
17 (c) reference the Action by name, case number, or other information sufficient to  
18 unambiguously identify the Action; (d) state all grounds for the Objection, including  
19 without limitation, demonstrating standing to object (i.e. membership in the Settlement  
20 Class); (e) state whether the Class Member or their lawyer intends to appear at the Final  
21 Approval Hearing; and include any written material on which their objection is based or  
22 on which they intend to rely; (f) either be mailed to the Court with a postmark on or  
23 before the Response Deadline or filed with the Court on or before the Response Deadline;  
24 and (g) be sent to the Settlement Administrator with a postmark on or before seventy-five  
25 (75) days after the Notice Deadline. The postmark or filing date of the Objection,  
26 whichever is earlier, will be deemed the exclusive means for determining that the  
27 Objection is timely. The Parties have the right to conduct reasonable discovery as to the  
28 basis of any Objection on an expedited basis.

1           16. Class Members who fail to object in the manner specified above will be  
2 deemed to have waived all objections to the Settlement and will be foreclosed from  
3 making any objections, whether by appeal or otherwise, to the Settlement Agreement.  
4 Only Class Members who submit timely Objections as specified above will have a right  
5 to appear at the Final Approval Hearing in order to have their concerns heard by the  
6 Court but a Class Member who files a timely Objection as described above need not  
7 appear to have their Objection considered by the Court. Class Counsel will not represent  
8 any Class Members with respect to any such Objections to this Settlement.

9           17. Any attorney engaged for the purpose of making an objection must file his  
10 or her Entry of Appearance on or before seventy-five (75) days after the Notice Deadline.  
11 The Entry of Appearance shall be filed with the Clerk of the Court with a copy served  
12 upon Class Counsel and Defendants' Counsel in accordance with Federal Rules of Civil  
13 Procedure.

14           18. Class Members may also exclude themselves from this action by mailing a  
15 written notice of such intent to the designated Post Office box established by the  
16 Settlement Administrator (which shall be identified in the settlement notices). To be  
17 effective, the written notice must be timely, signed, and clearly manifest the Person's  
18 intent to opt-out of the Class. Such notices of a Class Member's intent to opt-out of the  
19 settlement must be postmarked no later than seventy-five (75) days after the Notice  
20 Deadline.

21           19. This Order, the Agreement, and the Settlement, and any of their terms, and  
22 all negotiations, discussions, and proceedings in connection with this Order, the  
23 Agreement, and the Settlement, shall not constitute evidence, or an admission by  
24 Defendant that any acts of wrongdoing have been committed and shall not be deemed to  
25 create any inference that there is any liability on the part of Defendant. This Order, the  
26 Agreement, and the Settlement, and any of their terms, and all negotiations, discussions  
27 and proceedings in connection with this Order, the Agreement and the Settlement shall  
28 not be offered or received in evidence or used for any purpose in this or any other

1 proceeding in any court, administrative agency, arbitration tribunal, or other forum of any  
 2 kind of character in the United States or any other country except as necessary to enforce  
 3 the terms of this Order or the Settlement.

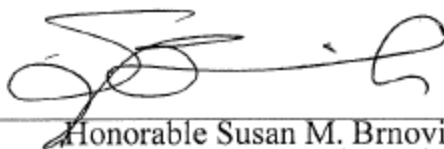
4 20. In addition to the deadlines imposed above, the Settlement Administrator  
 5 and Parties shall abide by the following timeline:

Event	Deadline	Settlement Agreement Reference
Defendant provides Class List to Settlement Administrator	+ 30 days from Order Granting Preliminary Approval	¶28
Deadline to send Class Notice	+30 days from receiving Class List	¶29
Deadline for Exclusions or Objections (“Response Deadline”)	+ 75 days from sending Class Notice	¶16
Class Administrator to deliver exclusion requests to counsel	+8 days from Response Deadline	¶31
Class Counsel’s Motion for Final Approval, Attorneys’ Fees, Reimbursement of Litigation Expenses, and Class Representative Service Awards	+14 days from Response Deadline	¶38
Final Approval Hearing	Date convenient to the Court at least +150 days from Granting Preliminary Approval	¶38
Settlement Effective Date	Expiration of time to appeal or completion of any timely filed appeals	¶5
Walmart to deposit the Gross Settlement Amount into the settlement fund established by the Settlement Administrator	+ 10 business days from the Effective Date	¶43
Settlement Administrator to issue initial payments	+ 5 business days from receipt of Gross Settlement Amount	¶44
Deadline for Class Members to negotiate initial settlement payment (i.e., deadline to cash initial checks)	+120 days from initial payment	¶45

Event	Deadline	Settlement Agreement Reference
Settlement Administrator to redistribute any remaining funds in the settlement fund to Participating Class Members, if economically feasible	+21 days from Deadline for Class Members to negotiate initial settlement payment	n/a
Deadline for Class Members to negotiate redistributed settlement payment	+120 days from redistribution payment	¶45
Settlement Administrator to pay any remaining unclaimed money from the settlement fund to the Arizona Department of Revenue as unclaimed property in the name of the Participating Class Member.	+21 days from Deadline for Class Members to negotiate final payment	¶45

21. The Court reserves the right to adjourn the date of the Final Approval Hearing without further notice to the Class Members and retains jurisdiction to consider all further applications or matters arising out of or connected with the proposed Settlement. The Court may approve the Settlement, with such modifications as may be agreed to by the Plaintiffs and Defendant, if appropriate, without further notice to the Class.

Dated this 16th day of February, 2024.

  
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 Honorable Susan M. Brnovich  
 United States District Judge