



CLAIM FORM C

FOR OFFICIAL USE ONLY



1. Name/Address changes if any:

Name: _____

Mailing Address: _____

City, State, Zip: _____

Email address(es): _____

Phone Number (Work): (___ ___) ___ ___ - ___ ___

Phone Number (Home): (___ ___) ___ ___ - ___ ___

Name at time of employment with Wal-Mart if different from above:

First: _____ Middle: _____ Last: _____

2. For identification purposes only, provide the last four digits of your Social Security Number: X X X - X X - ___ ___

If you worked as an hourly associate at a Wal-Mart store, Supercenter, Sam's Club, or Distribution Center in Washington at any time from September 10, 1997 to February 3, 2009, you can use this Claim Form to make a claim for payment based on information you provide regarding your work experience. If you submit this Claim Form, the exact amount of your payment will depend upon your work experience and the total amount of claims approved. Any payment you may be eligible to receive under this Claim Form will be subject to the following caps:

- **Up to Two Hundred Dollars (\$200) if you worked at a Wal-Mart store, Supercenter, Sam's Club or Distribution Center in Washington at any time from September 10, 1997 to February 3, 2009 for up through twenty-six (26) pay periods;**
- **Up to Four Hundred Dollars (\$400) if you worked at a Wal-Mart store, Supercenter, Sam's Club or Distribution Center in Washington at any time from September 10, 1997 to February 3, 2009 for twenty-seven (27) pay periods up through fifty-two (52) pay periods;**
- **Up to Seven Hundred Fifty Dollars (\$750) if you worked at a Wal-Mart store, Supercenter, Sam's Club or Distribution Center in Washington at any time from September 10, 1997 to February 3, 2009 for fifty-three (53) pay periods up through two hundred and eight (208) pay periods; and**
- **Up to Nine Hundred Fifty Dollars (\$950) if you worked at a Wal-Mart store, Supercenter, Sam's Club or Distribution Center in Washington at any time from September 10, 1997 to February 3, 2009 for two hundred and nine (209) pay periods or more.**

Your answers to the questions below may be cross-checked by the Claims Administrator or may be audited by the parties to this Settlement.

In order to be eligible to recover under Claim Form C, you must complete the following in full and mail this Claim Form to the Claims Administrator as directed below. By submitting this Claim Form, you also consent to join this action pursuant to Section 16(b) of the Fair Labor Standards Act.

Please submit only one type of Claim Form. If you choose to submit this Claim Form, please do not submit Claim Form A or Claim Form B. If you submit a Claim Form, you may not also submit an Exclusion Letter. Submission of an incomplete Claim Form, submission of false information, more than one submission of the same Claim Form, or submission of both a Claim Form and an Exclusion Letter may ultimately render you ineligible for any payment if the problem is not fixed in a timely manner.



3. What was the location(s) of the store(s) you worked at for Wal-Mart in the state of Washington between September 10, 1997 and February 3, 2009?

4. For how long did you work for Wal-Mart in the state of Washington between September 10, 1997 and February 3, 2009? (You may describe the time period in days, weeks, months, years, or pay periods.)

Quantity _____

- Days
- Weeks
- Months
- Years
- Pay Periods

} Check Only One Box

Guidelines for Completing Claim Form

For purposes of this Claim Form, you are entitled to be compensated for unpaid time worked and missed or interrupted rest and meal breaks if Wal-Mart knew or should have known that you were working without pay, that you were missing your break, or that your break was being interrupted. For example, you are entitled to be compensated for unpaid time worked and missed or interrupted rest and meal breaks in each of the following situations:

- A. You worked off the clock or missed part or all of the rest break or meal period because you had too much work to complete in your regularly scheduled time;
- B. You worked off the clock or missed part or all of the rest break or meal period because Wal-Mart would not allow you to work overtime;
- C. You worked off the clock or missed part or all of the rest break or meal period while working at a cash register;
- D. You worked off the clock or missed part or all of the rest break or meal period while operating Wal-Mart machinery (including but not limited to CBLs or Telxons);
- E. A Wal-Mart manager was aware at the time or afterward that you worked off the clock or missed part or all of the rest break or meal period; and/or
- F. You worked off the clock or missed part or all of the rest break or meal period at a time when the store was understaffed.

Please note that you are entitled to be compensated in each of these situations even if you did not tell Wal-Mart that you were working without pay, that you were missing your break, or that your break was being interrupted.

5. While working as an hourly associate at Wal-Mart in Washington between September 10, 1997 and February 3, 2009, did you ever miss an earned rest break or have an earned rest break interrupted? For purposes of this form, you should have received an uninterrupted 15-minute rest break for every three hours you worked. This means that for a normal 8-hour shift, you should have received two uninterrupted 15-minute rest breaks.

Yes No

5(a) If you answered "no" to question 5, please go to question 6. If you answered "yes" to question 5, what is your best estimate of how many times that happened? Please include only missed or interrupted rest breaks for which you are entitled to compensation (as defined in the Guidelines above). Please do not include instances in which you were able to make up for the missed or interrupted rest break by getting an entirely new rest break later the same shift and in addition to any other rest breaks that you were entitled to take that day. (You may answer in terms of number of times it happened each week, or you may give a total number.)

I had _____ missed or interrupted rest breaks EACH WEEK or TOTAL (please circle one).

6. While working as an hourly associate at Wal-Mart in Washington between September 10, 1997 and February 3, 2009, did you ever have an earned meal period interrupted? For purposes of this form, you should have received an uninterrupted 30-minute meal period for each shift of five hours or more.

Yes No

6(a) If you answered "no" to question 6, please go to question 7. If you answered "yes" to question 6, what is your best estimate of how many times that happened? Please include only interrupted meal periods for which you are entitled to compensation (as defined in the Guidelines above). (You may answer in terms of number of times it happened each week, or you may give a total number.)

I had _____ meal periods interrupted EACH WEEK or TOTAL (please circle one).



7. While working as an hourly associate at Wal-Mart in Washington between September 10, 1997 and February 3, 2009, did you ever perform work at a time when you were not clocked into the time clock (such as zoning, scheduling, training, bringing in shopping carts, operating a cash register, completing CBLs, comparison shopping, delivering merchandise, doing paperwork, etc.) either before clocking in for the day, after clocking out for the day, during a break on which you were clocked out, or on a day off? Please do not include instances in which you were later paid for the work you performed while not clocked into the time clock.

Yes No

7(a) If you answered "no" to question 7, please go to question 8. If you answered "yes" to question 7, what is your best estimate of the amount of time you performed work while not clocked into the time clock for which you are entitled to compensation (as defined in the Guidelines above)? (You may answer in terms of number of hours of unpaid work each week, or you may give a total number of hours.)

I worked _____ hours of work while I was not clocked into the time clock and for which I was not paid EACH WEEK or TOTAL (please circle one).

8. While working as an hourly associate at Wal-Mart in Washington between September 10, 1997 and February 3, 2009, were you ever locked in the store after clocking out? Please do not include instances in which you were later paid for the time spent locked in the store.

Yes No

8(a) If you answered "no" to question 8, please go to question 9. If you answered "yes" to question 8, what is your best estimate of the total number of shifts between September 10, 1997 and February 3, 2009, where you were locked in the store while not clocked into the time clock? Do not include time for which you have already been paid.

I was locked in the store _____ shifts EACH WEEK or TOTAL (please circle one).

9. While working as an hourly associate at Wal-Mart in Washington between September 10, 1997 and February 3, 2009, are you aware of any times that someone else clocked you out of the time clock one or two minutes after you clocked in for the day, or one or two minutes after you clocked in after returning from a meal period (or from a rest break if you worked at Wal-Mart during the time when associates were required to clock in and out for rest breaks), and you continued working after being clocked out? Please do not include instances when you were later paid for such time, or when you did not continue working after you clocked in.

Yes No

9(a) If you answered "no" to question 9, please go to question 10. If you answered "yes" to question 9, what is your best estimate of the total number of times that happened?

I estimate that this happened _____ times TOTAL.

10. While working as an hourly associate at Wal-Mart in Washington between September 10, 1997 and February 3, 2009, are you aware of any instances in which a supervisor or manager inserted a meal period into your time records even though you did not take a meal that day, and as a result the time was deducted from your pay? Please do not include instances when you were later paid for that time, or when you actually took the meal period but forgot to swipe in and out.

Yes No

10(a) If you answered "no" to question 10, please go to question 11. If you answered "yes" to question 10, what is your best estimate of the number of times that happened?

I estimate that this happened _____ times TOTAL.





11. Applicable taxes will be deducted from any payment you receive under the Settlement. You may choose the method by which these taxes will be deducted by selecting one of the following two options. Please put an "X" next to the option you select.



Option A: Complete a Form W-4 and have taxes withheld from your payment based on the marital status and withholding exemptions you list on the Form W-4. If you choose this option, you should put an "X" next to "Option A" and complete the Form W-4 that was included in the Notice packet that was mailed to you.



Option B: Do not complete a Form W-4, and have taxes withheld at the rate of a single person claiming no withholding exemptions. If you choose this option, you should put an "X" next to "Option B," and you should **not** complete the Form W-4 that was included in the Notice packet that was mailed to you.

12. I hereby affirm, under penalty of perjury, that the information I have provided on this Claim Form is true and correct to the best of my knowledge, and this is the only Claim Form that I have submitted. I understand that I will receive only **ONE** payment from this Settlement.

Signature: _____

Date: ____ / ____ / _____

13. If you are under the age of eighteen (18) when you submit this Claim Form, you must also have a parent or guardian sign below:

Parent or Guardian Name (print)

Parent or Guardian Signature

Relationship to Claimant: _____

All submissions must be postmarked no later than August 19, 2009. You should mail your completed Claim Form and Tax Declaration (if any) to: Barnett Claims Administrator, c/o Rust Consulting, PO Box 1986, Faribault, MN 55021-6182.

