

**EXHIBIT 1**

**CLAIM FORM INSTRUCTIONS**

**INSTRUCTIONS**

You must complete, sign, and return this Claim Form, the enclosed IRS Form W-9, and the enclosed Release to share in the settlement proceeds in the above-referenced action (the “Wal-Mart Truck Driver Class Action Litigation”). YOUR COMPLETED AND SIGNED CLAIM FORM, FORM W-9, AND RELEASE MUST BE POSTMARKED OR EMAILED ON OR BEFORE \_\_\_\_\_ 2009. YOU MUST SEND THEM EITHER BY FIRST-CLASS UNITED STATES MAIL OR BY EMAIL TO THE FOLLOWING ADDRESS:

Wal-Mart Truck Driver Class Claims Administrator

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

You should keep a copy of the completed Claim Form, Form W-9, and Release for your records. It is also recommended that you obtain and keep some proof of the date you mailed or emailed the completed Claim Form (such as certified mail) so that you may have a record to show that you submitted your claim form on time. If you move, please send your new address to the Claims Administrator at the address listed above. Failing to provide any of the information requested may delay verification of the claim or result in rejection of the claim.

Returning this Claim Form, the Form W-9, and the Release does not ensure that you will share in the settlement proceeds. You will share in the proceeds only if (1) the settlement receives final approval from the Court, and (2) you meet the requirements for recovery set forth

in the Settlement Agreement, which is summarized in the accompanying Notice of Proposed Class Action Settlement.

Only Class Members or their legal representatives may submit Claim Forms. Any executor, administrator, guardian, conservator, or trustee who submits a Claim Form on behalf of a Class Member or his or her estate must (1) sign the Claim Form on the Class Member's behalf; (2) indicate his or her title as representative (*e.g.*, executor, trustee, etc.); and (3) submit proof of his or her authority to act on the Class Member's behalf.

If you are a Class Member and you have not requested to be excluded from the Class, you will be bound by the terms of any judgment or final order entered in the Wal-Mart Truck Driver Class Action Litigation whether or not you submit a Claim Form.

If you have questions about your claim or how to complete this Claim Form, you may call, visit or email the Claims Administrator at the address listed above.

**ACCURATE CLAIMS PROCESSING MAY TAKE**

**A SIGNIFICANT AMOUNT OF TIME.**

**THANK YOU FOR YOUR PATIENCE.**

**CLAIM FORM A**  
**Applicant Class Members**

**This Claim form must be submitted no later than \_\_\_\_\_ 2009.**

**Complete this claim form only if you identify yourself as an African American or Black person** who applied for employment as an over-the road truck driver for Wal-Mart's private fleet on or after June 22, 2001, and you were rejected for employment. You are not eligible to file if you were hired as a Wal-Mart over-the-road truck driver at some point after June 22, 2001.

(If you received a notice or letter from Wal-Mart *after* September 22, 2001 informing you that you were rejected for a driver position for which you applied *before* June 22, 2001, please contact the Claims Administrator.)

Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

Physical Address: \_\_\_\_\_

\_\_\_\_\_

City, State, ZIP: \_\_\_\_\_

Email address(es): \_\_\_\_\_

Phone: residence \_\_\_\_\_

work \_\_\_\_\_

cell \_\_\_\_\_

Wal-Mart records, for the period on or after June 22, 2001, show the date of your first application for the position of Wal-Mart over-the-road truck driver to be \_\_\_\_\_.

If you believe you applied before \_\_\_\_\_ (but on or after June 22, 2001) for the position of over-the-road truck driver, set forth the date (or approximate date) and Transportation Office where you believe you first applied:

\_\_\_\_\_

\_\_\_\_\_

I. At the time of your earliest application to Wal-Mart, based upon your best recollection did you meet all of the following requirements:

- a. Valid interstate "Class A" CDL.
- b. A minimum 250,000 miles or more over-the road tractor-trailer driving experience with a company that had a DOT drug screening program.
- c. A minimum of 50,000 miles or more over-the road tractor-trailer driver experience in each of the prior three years with a company that had a DOT drug screening program.
- d. No preventable accident while operating a commercial motor vehicle in the three prior years.
- e. No preventable DOT recordable accidents while operating a commercial motor vehicle in the ten prior years.
- f. No preventable accident while operating a commercial motor vehicle resulting in a fatality.
- g. No more than one non-preventable accident while operating a commercial motor vehicle in the three prior years.
- h. No serious traffic violation while operating a personal or commercial motor vehicle in the three prior years.

Yes \_\_\_\_\_ No \_\_\_\_\_

**If you did not meet all of the above at the time of your earliest application, did you submit a later application at a time when you did meet the above requirements? If so, what was the date (or approximate date) of that later application? \_\_\_\_\_.**

II. Wal-Mart has agreed to provide notice of over-the-road truck driver openings to Class members who may wish to be considered for these positions.

Check only one of these responses:

- a. Yes, I wish to receive notice at my email address Yes\_\_\_\_ No\_\_\_\_
- b. Yes, I wish to receive notice at my mailing address Yes\_\_\_\_ No\_\_\_\_
- c. No, I do not wish to receive notices of over-the-road driver openings  
Yes\_\_\_\_ No\_\_\_\_

In order to receive notice of over-the-road driver openings, you must keep Wal-Mart notified of any changes in your email address or your mailing address. Please do so at the following mailing address:

Senior Director Human Resources Transportation  
311 North Walton Blvd.  
Bentonville, Arkansas 72716-0650

III. As part of the settlement, Wal-Mart has agreed to provide priority job placements as over-the-road drivers to 23 eligible applicant Class members at 13 different TO locations. If you wish to be considered for one of these driver positions, please check all the TOs at which you wish to be considered. If you are eligible, you will receive notice of the job opening and will receive information concerning how to apply.

Palestine, TX	_____
Coldwater, MI	_____
Mt. Crawford, VA	_____
Cullman, AL	_____
Douglas, GA	_____
Midway, TN	_____
LaGrange, GA	_____
Spring Valley, IL	_____
Mt. Pleasant, IA	_____
St. James, MO	_____
Grantsville, UT	_____
Plainview, TX	_____
Ft. Pierce, FL	_____

IV. **To be a valid claimant, you must attach a current copy of:**

1. Your most current MVR report
2. Your CDL or other form of driver's license with a photograph

**I hereby affirm that information I have provided on this claim form is true and correct to the best of my knowledge, and that this is the only claim form I have submitted. I understand, if qualified, I will receive only one payment from this settlement.**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**All submissions must be received by the Claims Administrator no later than \_\_\_\_\_. You should mail your completed claim form, W-4 or tax declaration, and Release to the Claims Administrator at: \_\_\_\_\_**

\_\_\_\_\_

**FULL AND FINAL GENERAL RELEASE OF CLAIMS OF AN INDIVIDUAL  
RECEIVING A MONETARY AWARD**

The undersigned \_\_\_\_\_ agrees to this Full and Final General Release of Claims ("Release") as follows:

**Section 1. Benefits**

In consideration of and exchange for this Release, I will receive a payment in a liquidated amount approved by the Court pursuant to the Settlement Agreement in *Daryal Nelson and Tommy Armstrong, individually and on behalf of all persons similarly situated, v. Wal-Mart Stores, Inc. and Wal-Mart Transportation LLC*, Consolidated Civil Action No. 2:04 CV 171WRW (the "Consolidated Litigation"), less applicable withholdings and deductions, in settlement of my Claim. I acknowledge that I will receive no cash payment unless and until I sign this Release.

**Section 2. Complete Release**

(a) **Claims Released:** I hereby fully, finally, irrevocably and unconditionally release and discharge Wal-Mart ("the Company"), its officers, directors, agents, employees, managers, insurers, attorneys, successors and assigns (the "Released Parties") from any and all past and/or present claims, charges, demands, actions, causes of action, suits, damages, liabilities, assessments, judgments, costs, losses, debts, obligations and expenses, of any and every nature whatsoever, whether or not known, that I have had, now have, or may have had from the beginning of time to June 30, 2009, on the basis of, connected with, arising out of, or related in whole or in part to any or all of the alleged acts, omissions, facts, matters, transactions, circumstances, and occurrences that were directly or indirectly alleged, asserted, described, set forth or referred to in the Consolidated Litigation, whether such allegations were or could have been based on common law or equity, or on any statute, rule, regulation, order, or law, whether federal, state, or local, or any grounds whatsoever, including, without limitation, Title VII, 42 U.S.C. § 1981, the Arkansas Civil Rights Act, or any other federal, state, or local law prohibiting race discrimination. The released common law and/or equitable claims include but are not limited to the following: claims of breach of express or implied contract; breach of duty; breach of the (implied) covenant of good faith and fair dealing; unfair business practices; and claims for declaratory relief; injunctive relief; punitive damages; and attorneys' fees. This Release is final and shall survive the expiration of the term of the Settlement Agreement in the Consolidated Litigation.

(b) **Unknown Claims:** I acknowledge that I may not now know fully the number or magnitude of the claims I may have, and that I may suffer some further loss or damage in some way connected with the subject matter of the Consolidated Litigation, but which is unknown or unanticipated at this time. I have taken these risks and possibilities into account and accept that, nevertheless, this Release covers all claims arising out of or related to the subject matter of the Consolidated Litigation, which, although unknown at the time of the execution of this Settlement Agreement, may be discovered later. I understand and assume these risks and

expressly waive the provisions of any Civil Rights Act or comparable federal or other state statute.

I expressly waive and relinquish all rights and benefits afforded by Section 1542 (a) of the California Civil Code (or similar statute in effect in any other jurisdiction), and do so understanding and acknowledging the significance of such specific waiver, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH DEBTOR.

### **Section 3. Promises**

(a) **Pursuit of Released Claims:** With the exception of the pending litigation, I represent and warrant that I have not filed or caused to be filed any lawsuit, complaint, or charge with respect to any claim that I am releasing herein, and I promise never to file or prosecute a lawsuit, complaint, or charge based on such claims. I promise never to seek any damages, remedies, or other relief for myself personally (any right to which I hereby waive) by filing or prosecuting a charge with any administrative agency with respect to any such claim. I promise to request any administrative agency or other body that assumes jurisdiction of any such lawsuit, complaint, or charge to withdraw from the matter or dismiss the matter with prejudice.

(b) **Taxes:** I acknowledge I am solely responsible for paying any federal, state or local income taxes on amounts I receive because I signed this Release, as well as the employee's share of F.I.C.A., and will hold the Company harmless with respect to any claims related to the aforementioned tax treatment of the amount paid to me.

(c) **Ownership of Claims:** I represent and warrant that I have not assigned or transferred any claim I am purporting to release, nor have I attempted to do so.

(d) **Nonadmission of Liability:** I agree that neither this Release nor the payment of money to me or to the Class pursuant to the Agreement is an admission of guilty or wrongdoing by any of the Released Parties. I acknowledge that the Released Parties do not believe or admit that any of them has done anything wrong, such being expressly denied by all of them

### **Section 4. Consideration of Release**

I acknowledge that, before signing this Release, I was given a period of at least twenty-one days in which to consider it. I further acknowledge that: (1) I took advantage of as much of this period to consider this Release as I desired before signing it; (2) I carefully read this Release; (3) I fully understand it; (4) I am entering into it voluntarily; (5) I am receiving valuable consideration in exchange for my execution of this Release that I would not otherwise be entitled to receive; and (6) the Company, in writing, encouraged me to discuss this Release with my



attorney (at my own expense) before signing it, and that I did so to the full extent I deemed appropriate. I understand that I have seven days within which to cancel this Release after I have executed it and must do so by delivery of an executed written revocation to the Claims Administrator, [insert address] within the seven-day period, and that I shall not receive any money until the expiration of the seven-day revocation period.

**Section 5. Interpretation**

This Release shall be construed as a whole according to its fair meaning. Unless the context indicates otherwise, the term "or" shall be deemed to include the term "and" and the singular or plural number shall be deemed to include the other. Except to the extent governed by federal law, this Release shall be governed by the statutes and common law of the State of Arkansas.

**Section 6. Miscellaneous**

(a) **Entire Agreement:** This Release may not be modified in any manner, nor may any provision of it or any legal remedy with respect to it be waived, except by a writing signed by both me and an authorized Company attorney. I acknowledge that the Company has made no representations or promises to me, other than those in or referred to by this Release. If any provision in this Release is found to be unenforceable, all other provisions will remain fully enforceable.

(b) This Release binds my heirs, administrators, representatives, executors, successors, and assigns.

(c) If the Proposed Settlement is not approved by the Court, then this Release is null and void.

Executed at \_\_\_\_\_, \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_ 2009.

\_\_\_\_\_  
[Name Printed]