

EXHIBIT 3

NOTICE OF PROPOSED SETTLEMENT

AFRICAN AMERICAN OVER-THE-ROAD TRUCK DRIVERS WAL-MART CLASS ACTION SETTLEMENT

You have been tentatively identified as a possible member of a class of applicants or deterred applicants for the position of over-the-road truck driver for Wal-Mart's private fleet who were not hired, and who **may be eligible to submit a claim to recover money**. The Class and the terms of the proposed settlement are explained below. To receive any money you **MUST** submit a Claim Form.

IT IS IMPORTANT THAT YOU READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. YOUR RIGHTS WILL BE AFFECTED BY THE LEGAL PROCEEDINGS IN THIS LAWSUIT.

THE CLASS CONSISTS OF:

- (a) African American persons, residing in the continental United States of America who, on or after June 22, 2001, applied for employment as over-the-road truck drivers at Wal-Mart and were not hired, or who, on or after September 22, 2001, received notification of rejection from employment as over-the-road truck drivers at Wal-Mart ("Applicant Class"); and
- (b) African American persons who reside in the continental United States of America who, on or after September 22, 2001, were deterred or thwarted from applying for positions as over-the-road truck drivers at Wal-Mart due to policies and practices challenged in this action ("Deterred Class").

This Notice is given pursuant to an Order of the United States District Court for the Eastern District of Arkansas (the "Court"). The purpose of this Notice is to advise you:

- (a) This lawsuit has been preliminarily certified as a Class action for settlement purposes only by the Court;
- (b) Class Representatives and Wal-Mart have reached a Proposed Settlement;
- (c) The Proposed Settlement has been preliminarily approved by the Court and will become effective, if at all, upon a Court Order approving the Proposed Settlement becoming final; and
- (d) A Claims Administrator has been selected. The Claims Administrator and its address is as follows:

_____ (address, phone, email)

Your options concerning this Proposed Settlement, and the deadlines that apply to submission of Claim Forms, objections and the right to exclude yourself from the terms of the Proposed Settlement, are explained in this Notice.

I. SUMMARY OF THE CLASS ACTION LITIGATION CLAIMS

This lawsuit, entitled *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, was filed in the United States District Court for the Eastern District of Arkansas.

In the lawsuit, the Plaintiffs asserted that Wal-Mart discriminated against African Americans on the basis of race in recruitment and hiring for the position of over-the road [OTR] driver in Wal-Mart's private fleet. Wal-Mart denied it engaged in any policy or pattern or practice of unlawful discrimination, or any other unlawful conduct.

The Plaintiffs and Defendants in the case have agreed to a settlement. The Proposed Settlement presented to the Court provides for certain monetary and programmatic relief.

If the Proposed Settlement with Wal-Mart is approved, the Class Action Litigation will be dismissed with prejudice to re-filing, and the Class Claims will be released for all Class Members who do not opt out.

By giving this notice, the Court is not expressing any opinion regarding the merits of the claims or defenses of either the Settlement Class or Wal-Mart. Nothing contained in this notice should be construed as suggesting the Court's view as to which side might prevail should this matter proceed to trial.

II. CLASS CERTIFICATION

The Court entered an Order certifying the case as a class action for settlement purposes pursuant to Rule 23 of the Federal Rules of Civil Procedure. You are a member of the Settlement Class and eligible to participate in the Proposed Settlement if you are an African American or Black person who is a member of the Class described above.

The Court has designated Daryal Nelson, Tommy Armstrong, and Howard Gurley as Representatives of the Settlement Class.

The following law firms represent the Settlement Class: (a) John W. Walker of John W. Walker, P.A., 1723 Broadway St., Little Rock, Arkansas 72206, 501-374-3758; (b) Morgan E. "Chip" Welch of Welch & Kitchens, LLC, Suite 413, One Riverfront Place, North Little Rock, AR 72114, 501-978-3030, and (c) Joseph Henry ("Hank") Bates, III of Carney, Williams, Bates, Bozeman & Pulliam, PLLC, Suite 200, 11311 Arcade Drive, P.O. Box 25438, Little Rock, Arkansas 72221-5438, 501-312-8500.

III. TIME PERIOD OF CLASS CLAIMS

The time period covered by this Proposed Settlement is June 22, 2001 through the present.

IV. THE PROPOSED CLASS SETTLEMENT

After a thorough analysis of all claims and defenses, and after extensive negotiations, the Class Representatives and Wal-Mart have agreed to settle the Class Claims against Wal-Mart on the terms described below, subject to final approval by the Court. The Court has preliminarily approved the Proposed Settlement for the purpose of giving this notice and setting a Settlement Fairness Hearing at which time the Court will decide whether to give final approval to the Proposed Settlement.

The basic terms of the Settlement Agreement are:

- A. Wal-Mart will pay **\$17,500,000** into a Settlement Fund for Payments of Class Member Claims, Class Counsel Fees and Expenses, and Administrative Costs. All Claims by Class Members will be paid on a claims-made basis only to class members whose claim forms have been approved by the Claims Administrator. The Claim Form shall be affirmed, but not notarized. The Claim Form may be subject to audit. Fees and Expenses that will be requested by Class Counsel are described in Paragraph V below. If there are fewer than 100 Approved Claimants, \$2,000,000 of the Settlement Fund shall be subject to *cy pres*. Of the *cy pres* amount, 10% shall go to Arkansas Baptist College in Little Rock, Arkansas; 10% shall go to Philander Smith College in Little Rock, Arkansas, and 80% will go to the United Negro College Fund to fund college scholarships for African-American OTR truck drivers or the dependents of African-American OTR truck drivers.
- B. Class Members who submit a **Claim Form** shall be paid according to the following formula:
 - (i) For each Approved Applicant Claimant, the Claims Administrator will determine the Initial Application Date, which will be the former of either (a) the initial application for an OTR truck driver position, meeting Minimum Qualifications, submitted on or after June 22, 2001, or (b) the initial application for an OTR truck driver position meeting Minimum Qualification, that resulted in notification of rejection on or after September 22, 2001. The Approved Applicant Claimant will be allocated a number of Monthly Credits equal to four times the number of months between the month of the Initial Application Date and June 2009. For example, if an Approved Applicant Claimant's Initial Application Date were June 3, 2006, he would be assigned 140 Monthly Credits (4 X 35).
 - (ii) For each Approved Deterred Claimant, the Claims Administrator will determine the Initial Deterrence Date, which will be the earliest date on or after September 22, 2001 that the claimant (a) met the Minimum Qualifications, (b) was actively seeking employment as an OTR truck driver, and (c) was deterred from seeking employment as an OTR truck driver at Wal-Mart. The Approved Deterred Claimant will be allocated a number of Monthly Credits equal to the number of months between the month of the Initial Deterrence Date and June 2009. For example, if an Approved Deterred Claimant's Initial Deterrence Date were June 3, 2006, he would be assigned 35 Monthly Credits.

- (iii) If at some point prior to June 2009, an Approved Claimant ceased meeting the Minimum Qualifications for reasons, including but not limited to, occupation change, retirement or death, the month in which the Approved Claimant ceased meeting the Minimum Qualifications, will be used in calculating his number of Monthly Credits, rather than June 2009.
- (iv) The value of an individual Monthly Credit will be calculated by dividing the amount of funds in the Settlement Fund (after deduction from \$17,500,000 for payments of Class Counsel Fees and Expenses, Class Representative Incentive Payments, and Settlement Administrative Costs) by the total number of monthly credits allocated to all Approved Claimants. Then, each Approved Claimants' monetary relief will be calculated by multiplying his assigned number of Monthly Credits by the value of an individual Monthly Credit.

Under this formula, the amount an Approved Claimant receives will depend upon the total number of Approved Claimants that participate in the settlement.

- C. A completed Claim Form must be received by the Claims Administrator on or before May 25, 2009 in order for a Class Member to be eligible for any payment. Completed Claim Forms should be mailed to Nelson Class Claims Administrator, c/o _____.
- D. The Court will control the settlement process and will conduct a hearing to be held on June 30, 2009 to determine whether to approve the Settlement Agreement between the Class Representatives and Wal-Mart and whether to approve the request for Class Counsel Fees and Expenses (the "Settlement Fairness Hearing").
- E. Regardless of whether you submit a Claim Form, once the Court enters an Order granting final approval of the Proposed Settlement, **you will be bound by the release of claims contained in the Settlement Agreement, unless you submit an opt-out letter.**
- F. For injunctive relief, the Proposed Settlement provides that for a four-year period Wal-Mart will implement and utilize the following programs and procedures:
 - (i) Priority job placements at the following 13 Wal-Mart transportation offices for 23 eligible, Applicant Class Members who submit approved claim forms (Section XV of Settlement Agreement):
 - 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;

- (ii) Direct notification to all interested class members who submit approved claim forms of future job opportunities for OTR truck drivers at all of Wal-Mart's transportation offices (Section XIII(F));
- (iii) Establishment of benchmark hiring goals so that the composition of future hires, by race, is proportionate to the racial composition of the applicants for OTR driver positions at each of Wal-Mart's transportation office (Section XIV);
- (iv) Hiring of a diversity recruiter in Wal-Mart's transportation department responsible for recruiting African-American applicants for Wal-Mart's OTR truck driver position (Section XIII(B));
- (v) Enhancements to Wal-Mart's recruitment efforts and advertising targeted to African Americans in order to maximize the percentage of available, interested and qualified African-American OTR truck driver applicants in Wal-Mart's applicant flow (Section XIII);
- (vi) Establishment of a goal of including at least one ethnic or racial minority on every screening committee at each Wal-Mart transportation office and monitoring of compliance with such goal through annual audits (Section XIII (E));
- (vii) Training to all relevant Wal-Mart employees involved in the hiring and recruitment process for OTR truck drivers regarding equal employment opportunity and specific compliance with the terms of the Settlement Agreement (Section XII);
- (viii) Monitoring and reporting of the terms of the Settlement Agreement for a period of four years after the benchmark program is established, with continued Court jurisdiction for the purpose of enforcing the settlement agreement (Section XVI).

V. LITIGATION COSTS AND DISTRIBUTION TO CLASS REPRESENTATIVES

Class Counsel will request that the Court award Class Counsel an attorney's fee of thirty-three and one third percent (33 1/3 %) of the Settlement Amount, litigation expenses they incur totaling approximately \$425,000, and incentive awards to the three Class Representatives of a total of \$85,000.

VI. CLASS SETTLEMENT FAIRNESS HEARING

The Settlement Fairness Hearing will be held on June 30, 2009, at 9:30 A.M., before the Honorable William R. Wilson, Jr., Judge of the United States District Court for the Eastern District of Arkansas, 500 W. Capitol Ave., Little Rock, Arkansas 72201. At the Settlement Fairness Hearing, the

Court will determine whether the Proposed Settlement should be given final approval as fair, reasonable, and adequate; determine whether judgment dismissing this Litigation with prejudice should be entered; and, determine what amounts to award as Class Counsel Fees and Expenses and as Class Representatives Incentive awards. If objections have been received, the Court will consider them at that time. Without further notice, the Court may adjourn and reconvene the Final Fairness Hearing and set it for a different time.

To participate in the Settlement, you do not need to appear at the Settlement Fairness Hearing. If you or your personal attorneys wish to attend the hearing, you may do so at your own expense.

VII. WHAT ARE YOUR OPTIONS AS A CLASS MEMBER?

A. You May Remain a Member of the Settlement Class and Be Eligible to Receive Benefits.

You may remain a member of the Settlement Class in which case you will be bound by the terms of the Settlement Agreement, including the release of claims, and will be eligible to submit a claim for money benefits. You **MUST** send in the Claim Form by **May 27, 2009** to be eligible to receive a share of the settlement. **Regardless of whether you submit a Claim Form, if you do not opt out of the Settlement Class, you will still be bound by the terms of the Settlement Agreement, which contains a release of claims against Wal-Mart.**

B. You May Opt Out of the Settlement Class.

If you do not wish to be a member of the Settlement Class, then **you may opt out of the Class** as long as you do so **in writing** by filing an **opt-out letter** with the Settlement Administrator at the addresses above **on or before May 27, 2009**. If you do not comply with the opt-out requirements, you will remain a member of the Settlement Class and be bound by any rulings, decisions or judgment affecting the Class. **The opt-out letter should have the following form and content:**

I am an African American Truck Driver. I understand that I am requesting to be excluded from the class settlement and that I will receive no money from the settlement fund created under the Settlement Agreement entered into by Wal-Mart. I understand that if I am excluded from the class settlement, I may bring a separate legal action for my individual claims, but may receive nothing or less than what I would have received if I had filed a Claim under the class settlement procedure in this case. I also understand that in any individual action, I may be bound by the terms of the injunctive relief provided in the Class Settlement Agreement.

In the letter you must verify by your signature that you applied for a position as a Wal-Mart OTR driver during the Class Period or that you were deterred or discouraged from applying during the Class Period.

If you later change your mind and decide you do not wish to opt-out of the Settlement Class, than you can do so **in writing** by sending a letter **rescinding** your opt-out letter to the Settlement Administrator at the addresses above **on or before May 27, 2009**. The letter **rescinding** your opt-out should include the following form and content:

I previously submitted an Exclusion Letter seeking exclusion from the class and the class settlement. I have reconsidered and wish to withdraw my Exclusion Letter. I understand that by rescinding my Opt-out I will be part of the class and may be eligible to receive an award from the Class Settlement Fund and may not bring a separate legal action against Wal-Mart seeking relief.

You are advised that the **Class Representatives and Class Counsel believe that the Proposed Settlement with Wal-Mart is in the best interest of the Class**, and, therefore, they intend to support the Proposed Settlement at the Settlement Fairness Hearing.

C. You May Remain a Member of the Settlement Class, but Object to the Proposed Class Settlement or to Requests for Fees and Expenses.

You have the right to remain a member of the Settlement Class, but still object to the Proposed Settlement with Wal-Mart and/or the requested fees and expenses as set forth above. To object to the Proposed Settlement or the fees and expenses, you must file a written statement with the Class Administrator. **Your written objection must be filed with the Claims Administrator on or before May 27, 2009 and must contain the following information:**

- (i) A heading referring to the United States District Court for the Eastern District of Arkansas and to *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.
- (ii) A statement as to whether you *intend* to appear at the Settlement Fairness Hearing, either in person or through counsel, and, if through counsel, identifying counsel by name, address and telephone number;
- (iii) A statement of the specific legal and factual basis for each and every objection;
- (iv) A list of any witnesses you may call at the Settlement Fairness Hearing, together with a brief summary of each witness's expected testimony;
- (v) A list of and copies of any exhibits which you may seek to use at the Settlement Fairness Hearing;
- (vi) A list of any legal authority you may present at the Settlement Fairness Hearing;
- (vii) Your current address;
- (viii) Your current telephone number; and
- (ix) Your signature.

Any Class Member who fails to timely file such written statement and provide the required information will not be permitted to present any objections at the Settlement Fairness Hearing.

D. You May Retain your own Attorney to Represent you at the Final Fairness Hearing.

Subject to the conditions set forth in subparagraph C, you have the right to retain your own attorney to represent you at the Settlement Fairness Hearing. If you retain separate counsel, you will be responsible for such counsel's fees and expenses out of your own pocket.

VIII. CONDITIONS AND CONSEQUENCES OF NON-APPROVAL

If the Court does not enter an Order approving the Proposed Settlement between Wal-Mart and the Settlement Class, or if the Court enters an Order approving the Proposed Settlement between Wal-Mart and the Settlement Class and appellate review of said Order is sought and upon such review such approval of the Proposed Settlement between Wal-Mart and the Settlement Class is reversed and no final order approving the Proposed Settlement is subsequently entered, then the Proposed Settlement between Wal-Mart and the Settlement Class shall become null and void.

If the Proposed Settlement between Wal-Mart and the Settlement Class becomes null and void, the case will proceed as though the Settlement Agreement was not entered into by the parties.

IX. SCOPE OF NOTICE AND ADDITIONAL INFORMATION

This Notice contains only a summary of the Class Action Litigation and the Settlement Agreement. For more detailed information regarding the Class Action Litigation, you are referred to the pleadings and orders in the Court file, which may be inspected during regular business hours at the Office of the Court Clerk, United States District Court for the Eastern District of Arkansas. You may obtain a copy of the Settlement Agreement by mailing or emailing a written request to Wal-Mart Truck Driver Class Claims Administrator at the following address: Wal-Mart Truck Driver Class Claims Administrator, _____. You may request information by email or telephone by contacting the Claims Administrator at _____ or toll free _____. You may also visit the following internet website: _____.

By Order of the United States District Court for the Eastern District of Arkansas.

[PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE FOR INFORMATION]