

JAN 1 5 2016

WIA WORKFORCE PROGRAMS



2101 S.E. Simple Savings Dr Bentonville, AR 72716 www.samsclub.com

VIA CERTIFIED MAIL AND FACSIMILE/EMAIL

January 15, 2016

Workforce Transition Unit
Michigan Department of Career Development
Workforce Programs
Victor Office Center—5th Floor
201 North Washington Square
Lansing, Michigan 48913

RE: WARN Notice of Club Closing, Club 6665 Waterford, MI

To whom it may concern,

Please be advised that, pursuant to the Worker Adjustment and Retraining Notification Act, 29 U.S.C. §§2101 et seq. ("WARN"), Wal-Mart Stores, Inc. hereby gives you notice that its Waterford, Michigan Sam's Club, located at 495 Summit Drive, Waterford, Michigan 48328 will be closed on or about February 5, 2016, and at present we anticipate that associated employment losses will meet the federal threshold of the WARN Act. Although we will close the facilities on February 5, 2016, all impacted employees at said facilities will be on a paid leave — including full pay and benefits — until March 18, 2016. All impacted employees will be notified of the club closing on or about January 15, 2016.

In an effort to assist our employees during this transition, the company is offering severance to eligible impacted employees. Some employees may have the opportunity to secure transfers to positions at other facilities, but we do not know how many, if any, will successfully obtain transfers to other facilities.

Pursuant to our obligations under federal statute, I hereby provide you with the following required information:

(e)(1) Name And Address Of Employment Site:

Waterford, Michigan, Sam's Club 495 Summit Dr. Waterford, Michigan 48328 (248) 738-5002

Name And Telephone Number Of Company Official(s) to contact:

Earvin Young Vice President, Sam's Club People 2101 S.E. Simple Saving Drive Bentonville, AR 72716 (479) 277-8103

Bill Durling Wal-Mart Stores, Inc. Sr. Director, Public Affairs 2101 S.E. Simple Saving Drive Bentonville, AR 72716 (479) 204-1356

- (e)(2) <u>Statement Of Duration:</u> The entire Store will be closed, and that action will be permanent.
- (e)(3) The anticipated closure will affect approximately 122 positions. The anticipated date of closure in which all positions will be eliminated at this location is February 5, 2016.
- (e)(4) Affected Job Titles And Number Of Individuals Currently Holding Affected Jobs:

Job Title	Count
Accounting Associate	1
Asset Protection Manager	1
Assistant Manager	4
Baker	2
Bakery Café Supervisor	1
Café Associate	4
Cake Decorator	2
Cashier-Tobacco	5
Click 'n Pull Associate	2
Competition Associate	1
Connection Center Sales Associate	2
Deli Processor	2
Front-End-Cart Partner	4

Front-End-Cashier	10	
Front-End-COS	4	
Front-End-Member Service Associate	6	
Front-End-People Greeter	7	
Grocery Produce Supervisor	1	
Home Meal Processor	1	
Inventory Audit Team	1	
Lead-COS	1	
Maintenance	3	
Meat Deli Supervisor	1	
Meat Processor	3	
Member Host	2	
Membership Coordinator	1	
Non-Certified Optician	2	
Optical Manager	1	
Packager	2	
Pharm Tech	3	
Pharmacist	1	
Pharmacy Manager	1	
Pharmacy Technician	1	
Photo Tech	2	
Produce Merchandiser	4	
PTC	1	
Receiving- Night Merchandiser	7	
Receiving Office	1	
Receiving-Claims	1	
Receiving-Night Receiving Doc	1	
Receiving-O/N Forklift/Unloader	1	
Sales Associate-Center Section	4	
Sales Associate-Electronics	3	
Sales Associate-Grocery	3	
Sales Associate-Hardlines	2	
Sales Associate-Jewelry	2	
Sam's Membership Champion	1	
Team Lead-Audit	1	
Team Lead-Center Section	1	
Team Lead-Membership	1	
Team Lead-Night Receiving	1	
Team Lead-Receiving	1	
Team Lead-Technology	1	

- (e)(5) No applicable bumping rights exist.
- (e)(6) None of the associates employed at this location are represented by a union.

Thank you for your attention to this matter. If you have any questions, please feel free to contact either of the individuals listed at the telephone number provided above.

Very truly yours,

Ismat Mirza

Sr. Vice President, Sam's Club People

Wal-Mart Stores, Inc.

Enclosure: WARN Notice to Employees

WRITTEN NOTICE TO ASSOCIATE OF CLUB CLOSING

January 15, 2016

This letter serves as your official notice that Sam's Club 6665 located at 495 Summit Dr., Waterford, MI 48328 will permanently shut down, effective February 5, 2016. This will also serve as your official notice that, as a result of the shutdown, your employment will be involuntarily terminated, effective March 18, 2016. (All involuntary employment terminations resulting from this shutdown will commence on March 18, 2016.) We know this news is difficult. This is a final decision. The club will remain open to members for approximately 2-3 week, but not longer than February 5, 2016, while we prepare to close permanently.

Based on the club's needs prior to shut down, you may be asked not to come to work as you have in the past. Most associates will continue to work in the club to serve members for the next few weeks. As business decreases, associates will be allowed to stop working and focus completely on seeking new employment. At that time, you should not conduct any business on behalf of the company, but rather spend this time seeking new employment both inside and outside of the company (although we cannot guarantee open positions within Sam's Club or Walmart Stores, you are free to apply).

There are no "bumping rights" in this situation, which means that you do not have the right to take another associate's position.

We sincerely appreciate and value the contributions you made to Sam's Club. There are several items included in this packet. Along with this letter, you will find important information about your pay and benefits.

Pay

You will remain employed and receive a bi-weekly paycheck through March 18, 2016, as long as all of the following requirements are met:

- You have not transferred to another Wal-Mart Stores, Inc. facility (includes Sam's Clubs, Walmart Stores, Neighborhood Markets, Home Office and Logistics facilities)
- You have not resigned
- Your employment has not been terminated for cause

Provided that you continue to meet the above requirements, in addition to any worked hours, you will be paid based on your 12-week average hours as of pay period ending December 25, 2015 (if you are paid hourly).

Deductions/Withholdings

All applicable deductions that are normally taken out of your bi-weekly paycheck will continue to be deducted in order to ensure continued benefit coverage for the next 60 days, if you were already enrolled in benefits. If you have previously authorized deductions, those deductions will be taken as well. We have included a deduction table that explains the deductions that will be taken out of upcoming checks based upon your previous benefit choices. Additional instructions are included in the Frequently Asked Questions document about monies you may have in the stock purchase program and your 401(k).

Severance Pay Plan

Following the notice period, for part time and full time associates with more than one year of service, your severance pay will be calculated consistent with the severance plan guidelines. The amount of severance pay is based on the number of full years of service completed as of the effective date of termination, March 18, 2016. No credit will be given for partial years. All applicable severance pay will be paid after the termination date for

qualifying associates. A continuous year of service refers to each 12-month period of uninterrupted employment from the last hire date of record, including periods of approved leave of absence.

To qualify for Severance Pay, you must meet **ALL** of the requirements listed below:

- Your job has been eliminated as a result of the club closure.
- You are a current associate, whether actively working or on a Leave of Absence, as of the date of the announcement/formal notification.
- You are a regular, full time or part time associate who has been employed with Wal-Mart Stores, Inc. at least one consecutive year as of March 18, 2016.
- You remain in good standing with and remain employed by the company until March 18, 2016, or a mutually agreed upon separation date prior to March 18, 2016.
- You sign a Release and Separation Agreement. Associates are encouraged to review the agreement in detail and consult with an attorney of their choice before signing.

You will not qualify for Severance Pay if, for example:

- You receive an offer of a comparable job with the company.
- You accept another position with the company.
- You are separated from the company for reasons not related to the restructure.
- You guit working prior to a mutually agreed upon termination date.

Final Paycheck

For associates who do not transfer to another Wal-Mart Stores, Inc. facility, final paychecks will be distributed according to your state's requirements for payment. Your on-site HR representative will explain the details for your club. Based on your state's requirements, you will either receive a check immediately upon termination, or your final paycheck will be received through your normal method payment, either direct deposit, electronic payment or live check mailed to your current mailing address on file. To ensure all payments are delivered properly, it is important that you verify the address in your packet is correct and complete the included Change of Address Form if necessary. Additionally, any changes to your banking information must be updated timely. If address or banking information changes are needed after the club closes, please contact your HR representative.

Benefits

If you are currently enrolled in our healthcare plan or have other insurance benefits, your coverage will continue through the last day of your employment. After that, you will be eligible for COBRA for healthcare coverage. There are details about benefits in the Frequently Asked Questions document. The COBRA packet will be mailed to your home address within 30 days upon notification that employment is terminated.

If you have any questions, please contact Tracey Henry, Market Human Resources Manager or Darryl White, Market Manager at the numbers provided on the contact list included in this packet.

^{*} Please refer to the attached Wal-Mart Stores, Inc. Severance Benefits Policy, for an inclusive list of factors that will disqualify an associate from severance pay.