

Summarized Outside Counsel Billing Guidelines

Please reference Walmart's Principles and Outside Counsel Billing Guidelines and Workers' Compensation Addendum for complete billing guidelines.

Ethical Standards

Walmart conducts its business in accordance with the highest ethical standards and expects the same of its Outside Counsel. All Outside Counsel are required to adhere to Walmart's Statement of Ethics, available at walmartethics.com.

Billing Period

Invoices from Outside Counsel must be submitted monthly, and should be received no later than sixty (60) days after the end of a billing period.

Budgets

Budgets should be completed within 15 days of engagement to the claims administrator via WER at wmtpa@conduent.com and reviewed quarterly unless events necessitate earlier review.

Rate Increase Requests

Requests for billing rate adjustments may be submitted via CounselLink for consideration. New rates will not take effect unless approved by Walmart. Walmart will not consider routine annual rate increases.

Staffing

The Relationship Partner or other attorney designated by Walmart will have primary responsibility to staff economically and effectively. Duplication of effort within the firm should be avoided. Outside counsel should delegate work to subordinates wherever possible to achieve efficiency and cost-effectiveness without compromising quality. Each role should only perform appropriate tasks for the level being billed. For example, attorneys should not perform paralegal tasks, and paralegals should only be used for work that requires specialized legal experience and not as a substitute for administrative or clerical staff. Walmart will not pay for work that is secretarial, administrative, or clerical in nature.

Block Billing and Vague Descriptions of Legal Services

Each individual task must be separately described with sufficient detail to allow Walmart an understanding of the work performed, and the time spent on each discrete task. Although Walmart does not allow block billing, it will permit entries to be bundled together so long as each task is assigned a time value. Entries for telephone conversations, conferences, meetings, and correspondence must identify the parties involved and the subject matter or purpose of the communication. Examples of acceptable and unacceptable task descriptions can be found in the Outside Counsel Guidelines.

Excessive Minimum Billing

All time entries for services must accurately reflect the time spent on the described activity and must either be the exact amount of time or the exact amount of time to the nearest one-tenth (.1) of an hour.

Walmart does not expect that every task is a billable event and discretion must be exercised.

Travel Time

Walmart generally will not reimburse Outside Counsel for time spent traveling on Walmart matters. For Workers' Compensation matters, travel time will be reimbursed at 60% of approved billing rates.

Walmart does not permit or reimburse:

- Attorneys and paralegals may not bill for time in excess of eight (8) hours per day unless prior written approval has been obtained for the specific day.
- Billing for intra-office communications, conferences, or time incurred in the creation of internal communications is prohibited and such entries will not be paid.
- Billing entries that appear to be charging for identical tasks will have the duplicate charge deleted entirely.
- Walmart does not pay for any tasks related to billing processes.
- Tasks related to conflict waivers.
- Office overhead items.

- Time devoted to the general education of lawyers or paralegals and training of new attorneys and/or other professionals. Time spent bringing an attorney “up to speed” on a case, especially when the need to bring in additional counsel was made necessary by internal law firm turnover or scheduling conflicts, will also not be paid by Walmart.
- Walmart retains attorneys in a specialized area with the expectation that they are knowledgeable in that area and will not bill for routine research.
- For multiple timekeepers to attend the same deposition, hearing, meeting, or conference. Where multiple timekeepers are working simultaneously on a matter, Walmart expects that the invoice clearly identify separate and tangible work product for each timekeeper. Duplicative work will not be paid.
- Walmart will not pay for summer associates, law clerks, or other similar timekeepers without prior written approval through the Rate Card and Timekeeper processes.
- Walmart will not reimburse for computerized legal research database searches or subscriptions (such as Westlaw or Lexis).
- Outside Counsel may not bill for the services of other legal counsel on behalf of Walmart without first obtaining prior written approval

Invoicing for Expenses and Disbursements

Expenses and disbursements including Court Reporter, Defense Attorney Fee, Depositions, Expert Witness Fee, Mediator, Medical Testimony, and Other Court Costs must be identified with standard UTBMS codes when billing.

Walmart will reimburse Outside Counsel for reasonable, documented, and itemized out-of-pocket disbursements and charges incurred on behalf of Walmart, subject to the exceptions and limitations set forth in these Guidelines. All expenses and disbursements in excess of \$25.00 must be supported by itemized invoices or receipts and included with the invoice submission.

- Walmart will pay for the original and one (1) copy (electronic or hard copy) of a transcript. Whenever possible, Outside Counsel should use a court reporter from Walmart’s Preferred Provider List. The line item description for transcription expenses must identify the court reporter and the services provided.
- Invoices from third-party vendors should be paid directly by Outside Counsel, and included as a disbursement on Outside Counsel’s invoice to Walmart, with the appropriate detail and disbursement codes. If a single invoice from a third-party vendor will be more than \$5,000, the firm may request Walmart pay the invoice directly.
- Walmart will not pay for photocopying, scanning, facsimile, postage, printing, or telephone.
- Certified mail will be reimbursed only when necessary for proof of service.
- Walmart discourages the use of express mail and courier services. When an alternative electronic means for exchange of documents (i.e., email or facsimile) is available, Walmart will not pay express mail charges. If electronic or facsimile delivery is not feasible, or is required for service needs, Walmart will reimburse Outside Counsel only for reasonable and necessary delivery charges.
- Walmart will reimburse Outside Counsel for automobile mileage for Walmart business at the prevailing Internal Revenue Service allowed mileage rate. Local automobile travel mileage (less than 30 miles one way) will not be reimbursed by Walmart.

Travel Expenses

Alternatives to travel, such as conference calls or videoconferences, are strongly encouraged and should be used by Outside Counsel whenever practical. For travel necessary in the course of providing services to Walmart, the firm is encouraged to use Walmart’s pre-approved travel/booking service, Carlson Wagonlit, to take advantage of Walmart’s discounted hotel and air travel rates. Walmart will not reimburse for travel agency fees.

Travel expense receipts over \$25 must be included with your invoice and must be retained by Outside Counsel in accordance with Internal Revenue Service guidelines. Allowances and additional guidelines are included in the Outside Counsel Guidelines.