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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

ASHLEY BROWN, individually, on a
representative basis, and on behalf of all
others similarly situated;

Plaintiff,

vs.

MINUTECLINIC DIAGNOSTIC
MEDICAL GROUP OF CALIFORNIA,
INC., a California Corporation; et al.;

Defendants.

Case No.: 30-2021-01185270-CU-OE-CXC
*[Assigned to Hon. Judge Glenda Sanders,
Dept CX101, for all purposes]*

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL AND:**

- (1) CONDITIONALLY CERTIFYING
THE CLASS FOR SETTLEMENT
PURPOSES ONLY;**
- (2) ORDERING THE DISTRIBUTION
OF THE NOTICE PACKET TO
THE CLASS; AND**
- (3) SETTING A FINAL FAIRNESS
HEARING FOR FINAL APPROVAL
OF THE SETTLEMENT**

Complaint Filed: February 22, 2021

1 Having considered the Class and PAGA Action Settlement Agreement and Release
2 (“Settlement Agreement”), the Memorandum of Points and Authorities in Support of the Motion
3 for Preliminary Approval of Class Action Settlement, all documents and legal authorities in
4 support thereof, and for good cause appearing therefor, IT IS HEREBY ORDERED:

5 1. The Court grants preliminary approval of the Settlement based upon the terms set
6 forth in the Settlement Agreement (See Exhibit A to the Declaration of Brian Mankin ISO
7 Motion for Preliminary Approval, filed on July 29, 2022) between Plaintiff Ashley Brown and
8 Defendants MinuteClinic Diagnostics Medical Group of California, Inc., MinuteClinic
9 Diagnostic Medical Group of Orange County, Inc., and MinuteClinic Diagnostic Medical Group
10 of San Diego, Inc. (collectively, “Defendants” or “MinuteClinic”). The settlement appears to be
11 fair, adequate and reasonable to the Class. Based on a review of the papers submitted by
12 Plaintiff, the Court finds that the Settlement is the result of arms-length negotiations conducted
13 after Class Counsel had adequately investigated the claims and become familiar with the
14 strengths and weaknesses of the claims. The assistance of an experienced mediator in the
15 Settlement process supports the Court's conclusion that the Settlement is non-collusive.

16 2. For settlement purposes only, the Court conditionally certifies the following
17 Class:

18 All current and former non-exempt employees of MinuteClinic who worked in
19 California (the “Class” or “Class Members”) at any time during the period of
20 February 22, 2017, through the Preliminary Approval Date (the “Class Period”).

21 3. As set forth in the Settlement Agreement, PAGA Employees includes: “All
22 current and former non-exempt employees of MinuteClinic who worked in California at any
23 time during the period of December 20, 2019, through the Preliminary Approval Date.” Under
24 the Settlement, \$40,000 will be allocated to the PAGA Claims to pay to the Labor and
25 Workforce Development Agency (“LWDA”) in connection with the California Labor Code
26 Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*, “PAGA”), as well as
27 the individual PAGA payment allocated to each PAGA Employee (i.e., the “PAGA Employee
28 Payment.”) Of this amount, \$30,000 (75%) will be used to pay the “LWDA PAGA Penalty

Amount” in satisfaction of the PAGA Claims, and the remaining \$10,000 (25%) will be paid to PAGA Employees on a pro rata basis according to the number of pay periods worked during the PAGA Period. Any PAGA Employee who timely requests exclusion from the Settlement will still receive a share of PAGA Penalties and be bound by the release of the PAGA Claims.

4. The Court has determined that sufficient evidence has been presented to grant preliminary approval of the Settlement Agreement, as the terms appear to be presumptively valid, proper and fall within the range of a fair, reasonable, and adequate settlement, subject to a final determination at the Final Approval Hearing.

5. For settlement purposes only, Plaintiff Ashley Brown is appointed as the class representative, and Brian Mankin and Peter Carlson of Lauby Mankin Lauby LLP are appointed as Class Counsel.

6. The Court approves, as to form and content, the Class Notice (attached hereto as Exhibit “A”) and finds that the Class Notice satisfies the requirements of California Rule of Court, rules 3.766 and 3.769, subd. (f), and fairly apprises the Class Members of the terms of the final approval hearing date, the proposed settlement terms and of their options, including: (1) the nature of the action, the definition of the Class, the identity of Class Counsel, and the essential terms of the Settlement; (2) Class Counsel’s request for attorneys’ fees and litigation costs; (3) a formula used to determine the Class Member’s estimated payment; (4) Settlement Class Members’ rights to appear through counsel if they desire; (5) how to object to the Settlement or submit a request to opt-out of the Released Class Claims if a Class Member wishes to do so; and (6) how to obtain additional information regarding the action and the Settlement. Counsel for the Parties are authorized to correct any typographical errors in settlement and make clarifications, to the extent the same are found or needed, so long as such corrections do not materially alter the substance of the documents.

7. The Court approves the procedure for Class Members to participate in, request exclusion from or object to the Released Class Claims, and preserve appeal rights as set forth in the Settlement Agreement and the Class Notice. Settlement Class Members who wish to request exclusion or object to the Settlement of the Released Class Claims are directed to mail the

appropriate documents to the Settlement Administrator (and not to the Court) within the time periods set forth in the Class Notice.

8. The Court approves ILYM Group to act as the Settlement Administrator, who is directed to fulfill all of the duties and services set forth in the Settlement Agreement.

9. The Court finds that the deadlines and method set forth in the Settlement Agreement for the mailing of the Notice and related forms described herein meet the requirements of due process, provide the best notice practicable under the circumstances, constitute due and sufficient notice to all persons entitled to notice, and otherwise satisfy the requirements of California law.

10. Defendant is directed to provide the Settlement Administrator, not later than twenty (20) days after the Preliminary Approval Date, an electronic database containing the Class Data, as set forth in the Settlement Agreement.

11. The Court directs the Settlement Administrator to calculate the number of pay periods credited for each Class Member and PAGA Employee, perform address verification measures and mail the Class Notice in English by first class mail to the Settlement Class Members within 10 days of receipt of the Settlement Employee Data and to otherwise carry out the Settlement according to the terms of the Settlement Agreement and in conformity with this Order. The Parties are also ordered to carry out the Settlement according to the terms of the Settlement Agreement.

12. All Class Members shall be deemed to participate in the Settlement, although any Class Member who wishes to comment on or object to the Settlement as to the Released Class Claims or who elects not to participate in the Settlement as to the Released Class Claims has until forty-five (45) days (i.e., the “Response Deadline”) after the mailing of the Class Notice to submit his or her objection or Request for Exclusion from the Class Claims, pursuant to the procedures set forth in the Class Notice, or in the case of re-mailed notices, sixty (60) days from the date the original Notice is mailed.

13. The Court approves the handling of unclaimed funds set forth in the Settlement Agreement, specifically that any unclaimed funds in the Settlement Administrator’s account as a

1 result of a failure to timely cash a settlement check shall be issued to the State Controller's
2 Office in the name of the Participating Class Member and/or PAGA Employee, as set forth in the
3 Settlement Agreement.

4 14. The following dates shall govern for purposes of this settlement:

6 30 days after Preliminary Approval is 7 granted/ordered.	Deadline for Settlement Administrator to complete first mailing of the Notice Packet to all Settlement Class Members.
8 45 days after mailing of Class Notice; 9 and 60 days after initial mailing of 10 Class Notice for re-mailed Class Notices	Deadline for Settlement Class Members to mail Requests for Exclusion, Objections to the settlement, as well as dispute his/her pay periods credited.
11 16 court days before Final Approval 12 hearing	Deadline for Plaintiff to file and serve Motion for Final Approval of Settlement and application for award of attorneys' fees, costs and service payments.
13 9 court days before Final Approval 14 hearing	Deadline for filing of any written opposition to Plaintiff's Motion for Final Approval of Settlement, or filing any response to an objection to the settlement.
15 5 court days before final approval 16 hearing	Deadline for filing of any written reply to opposition Motion for Final Approval of Settlement.
17 January 17, 2023 [Proposed Date]	Final Approval Hearing.
18 15 days after Effective Date	Defendant to fund the Gross Settlement Amount

21 15. A final approval hearing shall be held in this Court on _____, 2023, at
22 1:30 p.m. to determine (1) whether the proposed settlement is fair, reasonable, and adequate and
23 should be finally approved by the Court; (2) the amount of attorneys' fees and costs to award to
24 Class Counsel; and (3) the amount of the service awards awarded to the class representatives.

25 16. Upon final approval, Participating Class Members and PAGA Employees will be
26 bound by the terms and conditions of the Settlement Agreement, the final Order/Judgment, and
27 the releases set forth therein; and, except as otherwise provided herein and in the Settlement
28 Agreement, will be deemed to have waived all objections and oppositions to the fairness,

1 reasonableness, and adequacy of the Settlement.

2 17. Neither this Order, the Settlement Agreement, nor any document referred to
3 therein, nor any action taken to carry out the settlement embodied in the Settlement Agreement
4 may be construed as, or may be used as an admission by or against Defendants or any of the
5 other Released Parties (as that term is defined in the Settlement Agreement) of any fault,
6 wrongdoing or liability whatsoever.

7 18. The Court may, for good cause shown, extend any of the deadlines set forth in
8 this Order. If any Settlement Class Member submits an objection to the settlement and the Final
9 Approval Hearing is continued, either Class Counsel or the Settlement Administrator are directed
10 to give notice of the new hearing date to the objecting party; and

11 19. In the event that the Settlement Agreement does not receive final approval or the
12 Effective Date of the Settlement does not occur, this Order shall be rendered null and void and
13 shall be vacated.

14
15 Date: _____

16 Hon. Glenda Sanders
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EXHIBIT “A”

NOTICE OF SETTLEMENT OF CLASS AND REPRESENTATIVE ACTION

Ashley Brown v. MinuteClinic Diagnostic Medical Group, et al.
Superior Court of the State of California, County of Orange
Case No. 30-2021-01185270-CU-OE-CXC

To: all current and former non-exempt employees of MinuteClinic, who worked in California at any time between February 22, 2017 and [insert date of preliminary approval order], 2022 (the “Class”):

THIS NOTICE is of a proposed settlement of a class action and representative lawsuit, and an announcement of a court hearing that you may choose to attend. Your rights may be affected by the legal proceedings in this action. The Court will conduct a hearing on [REDACTED], 2022, to address whether the proposed settlement should be approved (the “Final Approval Hearing”). You may be entitled to receive a payment under the terms of this class action settlement contained in the Settlement Agreement.

*A court authorized this notice. This is not a solicitation.
This is not a lawsuit against you and you are not being sued.
However, your legal rights are affected whether you act or do not act.*

[IDENTIFYING INFORMATION]

You have been identified as a Class Member and PAGA Employee in the above lawsuit against Defendants MinuteClinic Diagnostic Medical Group of California, Inc., MinuteClinic Diagnostic Medical Group of Orange County, Inc., and MinuteClinic Diagnostic Medical Group of San Diego, Inc. (collectively, “Defendants” or “MinuteClinic”). Under the terms of the proposed settlement, you are estimated to receive approximately \$[INSERT AMOUNT] as your share of the Settlement should the Court grant the settlement in full. Please note that this is only an estimate. Your actual share may be more or less than this estimate. Your estimate is based on the number of eligible pay periods you worked at any MinuteClinic location in California between February 22, 2017 and [insert date of preliminary approval order] (the “Class Period”). Your options and eligibility requirements for receiving payments are described below.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	If you want to receive your full settlement payment, then no further action is required on your part. You will automatically receive your settlement payment from the Settlement Administrator if the Settlement receives final approval by the Court. You will be bound by the terms of the Settlement Agreement and will give up your right to sue on the Released Class Claims described in Section IV.
EXCLUDE YOURSELF FROM SETTLEMENT OF THE CLASS CLAIMS	If you do not wish to participate in the settlement of the Class Claims, you may “opt-out” of the settlement of the Class Claims. If you choose to opt-out, you must submit a Request for Exclusion from the Settlement Class by [REDACTED], 2022 (see Section V for more details on how to opt-out). If you opt-out of the settlement of the Class Claims, you will no longer be a Class Member, and you will (1) <u>not</u> receive any settlement payment for the Class Claims, but you will preserve your right to pursue the Released Class Claims described in Section IV subject to applicable statutes of limitations, and (2) be barred from filing an objection to the settlement. You still will receive a payment as part of the civil penalties paid pursuant to the California Private Attorneys General Act of 2004 (“PAGA”) and will release your claims for such civil penalties.
OBJECT TO THE SETTLEMENT OF THE CLASS CLAIMS	If you decide to object to the settlement with respect to the Class Claims because you find it unfair or unreasonable, you must submit an objection stating why you object to the settlement by [REDACTED], 2022 (see Section V for more details on how to object).
DISPUTE YOUR NUMBER OF PAY PERIODS CREDITED	If you believe that your number of pay periods that you are credited with working during the Class Period is incorrect, you may submit a written dispute to the Settlement Administrator (see Section IV for more details on how to dispute your credited pay periods). Defendants’ records will be presumed correct, but you may provide evidence to the Settlement Administrator showing that your Pay Period calculation is inaccurate.

BASIC INFORMATION

I. Why did I get this notice packet?

The Court has granted preliminary approval of a proposed settlement (the “Settlement”) in *Brown v. MinuteClinic*, Orange County Superior Court Case No. 30-2021-01185270-CU-OE-CXC (the “Lawsuit”). Because your rights may be affected by the Settlement, it is important that you read this notice carefully.

You received this notice because MinuteClinic’s records show that you were employed in California as a non-exempt employee (meaning you were paid hourly or otherwise eligible for overtime pay) at some point between February 22, 2017 and [insert date of preliminary approval order] (“Class Period”). The Court ordered this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

NO ACTION NEEDS TO BE TAKEN TO RECEIVE MONEY UNDER THE SETTLEMENT: If you were employed by MinuteClinic as a non-exempt employee in California at any time during the Class Period, you are automatically included in the Settlement and do not need to take any further action to receive a payment.

The purpose of this Notice is to provide you with a brief description of the Lawsuit, to inform you of the terms of the proposed Settlement, and to discuss your rights and options in connection with the Lawsuit and the Settlement.

II. What is this lawsuit about?

On February 22, 2021, Plaintiff and Class Representative Ashley Brown, through her attorneys (“Class Counsel”), filed a class and representative action complaint against MinuteClinic for alleged wage and hour violations on behalf of all current and former non-exempt employees who were employed by MinuteClinic in California at any time since July 31, 2016. The Lawsuit alleges that MinuteClinic violated various Labor Code sections by failing to pay wages for all hours worked, failing to provide all required meal and rest breaks, failing to timely pay final wages, and failing to provide accurate and complete wage statements and engaging in unfair and unlawful competition during the Class Period. All of these claims are called the “Class Claims.” The Lawsuit also sought, also on behalf of the California Labor Workforce Development Agency (“LWDA”), civil penalties pursuant to PAGA as a representative action. The civil penalty claims are called “PAGA Claims” and the relevant period for PAGA claims is December 20, 2019 and [insert date of preliminary approval order] (“PAGA Period”).

MinuteClinic has denied, and continues to deny, the factual and legal allegations in the Lawsuit and believes that it has valid defenses to Plaintiff’s claims. By agreeing to settle, MinuteClinic is not admitting liability on any of the factual allegations or claims in the case or that the case can or should proceed as a class action and/or a representative action. MinuteClinic has agreed to settle the case as part of a compromise with Plaintiff and the Class Members.

The Court has not ruled on the merits of Plaintiff’s claims. And, by approving the Settlement and issuing this Notice, the Court is not suggesting which side would win or lose this case if it went to trial. However, to avoid additional expense, inconvenience, and risks of continued litigation, MinuteClinic and Plaintiff have concluded that it is in their respective best interests and the interests of the Settlement Class to settle the Lawsuit on the terms summarized in this Notice. After providing extensive information to Class Counsel, the Settlement was reached following an arm’s length mediation with a respected and experienced mediator. In these negotiations, both sides recognized the substantial risk of the Court deciding against them at trial and determined that the Proposed Settlement was a good option to resolve the disputed claims.

The Class Representative and Class Counsel support this Settlement. Among the reasons for their support are the defenses to liability potentially available to MinuteClinic, the risk of denial of class certification or representative status, the inherent risk of trial on the merits, and the delays and uncertainties associated with litigation.

If you are still employed by MinuteClinic, this Settlement will not affect your employment. California law strictly prohibits unlawful retaliation. Further, MinuteClinic will not take any adverse action against or otherwise target, retaliate, or discriminate against any Class Member because of the Class Member’s participation or decision not to participate in this Settlement. If a Class Member does not participate as to the Class Claims, his/her share of the settlement of the Class Claims will be paid to those who do participate.

III. Who are the Class Members' attorneys?

Attorneys for the Class Members:

Brian Mankin, Esq.
brian@LMLfirm.com
Peter Carlson, Esq.
peter@LMLfirm.com
Lauby Mankin Lauby LLP
4590 Allstate Drive
Riverside, CA 92501
Tel: (951) 320-1444

IV. What are the terms of the Settlement?

On [PA DATE], the Court certified a class, for settlement purposes only, of all non-exempt employees employed by MinuteClinic in California at any time from February 22, 2017 and May 9, 2022 (the "Settlement Class") and approved a representative class all non-exempt employees employed by MinuteClinic in California at any time from December 20, 2019 and May 9, 2022 ("PAGA Employees"). Individuals who do not opt out of the Settlement Class, pursuant to the procedures set forth in this Notice, will become "Participating Class Members" and will be mailed Settlement checks, and in exchange will be bound by the Settlement and release of certain wage and penalty claims against MinuteClinic.

Without admitting any wrongdoing, MinuteClinic has agreed to pay \$670,000 (the "Gross Settlement Amount") to fully resolve all claims in the Lawsuit. The Parties agreed to the following payments from the Gross Settlement Amount:

Settlement Administration Costs. The Court has approved **XX** to act as the "Settlement Administrator," who is sending this Notice to you and will perform many other duties relating to the Settlement. Under the Settlement, a maximum of **\$XX** will be paid from the Gross Settlement Amount to pay the Settlement Administration Costs.

Penalties to the California Labor Workforce and Development Agency. The Labor Code Private Attorneys General Act ("PAGA") authorizes employees to file lawsuits to attempt to recover civil penalties on behalf of other PAGA Employees and the State of California for alleged Labor Code violations. Under the Settlement, \$40,000 of the Gross Settlement Amount will be allocated to Plaintiff's PAGA Claims. Of this amount, \$30,000 will be paid to the LWDA in satisfaction of the claims for civil penalties under PAGA, and the remaining \$10,000 will be divided between all PAGA Employees based on the number of pay periods worked during the PAGA Period, regardless of their receipt of payments for settlement of the Class Claims. You do not have the right to opt-out or exclude yourself from receiving the civil penalties paid to pursuant to PAGA. PAGA Employees includes "all current and former non-exempt employees of MinuteClinic who worked in California at any time during the PAGA Period." Review the information below to determine if you are an PAGA Employee and eligible to receive a share of the \$10,000 allocation:

Do you Qualify as an PAGA Employee?	Pay Periods Worked as an PAGA Employee	Your Share of PAGA Penalties
YES/NO	INSERT	\$INSERT

Attorneys' Fees and Costs. Class Counsel have been prosecuting the Lawsuit on behalf of the Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys' fees, which will be paid from the Gross Settlement Amount. Class Members are not personally responsible for any of Class Counsel's attorneys' fees or costs. Class Counsel will ask for fees of one-third (\$233,333.33) of the common fund Gross Settlement Amount as reasonable compensation for the work Class Counsel performed and will continue to perform in this Lawsuit through finalization of the Settlement. Class Counsel also will ask for reimbursement of up to \$20,000 for the costs Class Counsel incurred in connection with the Lawsuit.

Calculation of Individual Settlement Payments to Class Members. After deducting the amounts above from the Gross Settlement Amount, the balance will form the Net Settlement Amount for distribution to Participating Class Members (who are Class Members who do not opt-out). The Net Settlement Amount will total approximately \$ [REDACTED]. Individual Settlement Payments to Class Members will be calculated and apportioned from the Net Settlement Amount based on the number of Pay Periods a Settlement Class Member is credited with working during the Class Period. A Class Member is credited with one Pay Period Worked each time the Class Member works at least one shift during the Class Period in a non-exempt position in California. Specific calculations of Individual Settlement Payments will be made as follows: the Settlement Administrator will divide the total Pay Periods Worked by all Settlement Class Members into the Net Settlement Amount to determine a per “Pay Period Value.” The Pay Period Value will be multiplied by the number of Pay Periods Worked by each Settlement Class Member during the Class Period to determine the Individual Settlement Payment, prior to legal deductions/withholdings, for each Settlement Class Member. If any Settlement Class Member opts-out of the Settlement, his/her Individual Settlement Payment will be distributed to all Participating Class Members (i.e., those who do not opt-out). Review the information below to determine your share as a Class Member:

Pay Periods Worked as a Class Member During the Class Period	Your Share of the Net Settlement Amount
INSERT	\$INSERT

Disputes to Pay Periods Credited For each Settlement Class Member, the Pay Periods Worked at MinuteClinic during the Class Period will be calculated from MinuteClinic’s records. If you disagree with the number reported above, you may submit evidence to the Settlement Administrator on or before [REDACTED], 2022, with documentation to establish the number of eligible Pay Periods you claim to have actually worked for MinuteClinic in California between February 22, 2017 and May 9, 2022. **DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED; DO NOT SEND ORIGINALS.** The Settlement Administrator will render a final decision.

Payments to Class Members. After the Court grants Final Approval of the Settlement and after Judgment is entered, settlement checks will be mailed to all Participating Class Members who did not timely request to be excluded. For those PAGA Employees who requested to be excluded from the settlement of the Class Claims, their settlement checks will be for their share of PAGA civil penalties only for release of the PAGA Claims, and they will not include any payment for settlement of the Class Claims. Participating Class Members and PAGA Employees will have 180 days from the issuance of the last check to cash all of the checks. In the event that any Participating Class Member or PAGA Employee fails to timely cash a settlement check, a stop payment will be placed on the check and the funds will be paid to the California State Controller’s Office in the name of the Participating Class Member or PAGA Employee, so that the Participating Class Member or PAGA Employee can attempt to collect the funds at a later date.

Allocation and Taxes. Ten percent (10%) of the Individual Settlement Payment distributed to each Participating Class Member will be considered and reported as wages (Form W-2 reporting). The remaining ninety percent (90%) will be considered and reported equally as interest and penalties (Form 1099 reporting). The Settlement Administrator shall take all usual and customary deductions from the settlement payments that are distributed as wages, including, but not limited to, state and federal tax withholding, disability premiums, and unemployment insurance premiums. There will be no deduction taken from the interest and penalty distribution; however, the payments will be reported on IRS Form 1099 as income. Payments for PAGA Claims shall be paid one hundred percent (100%) as civil penalties for which no taxes shall be withheld and for which payment will be reported on IRS Form 1099. Participating Class Members and PAGA Employees are responsible for the proper income tax treatment of the Individual Settlement Payments and their payments for PAGA Claims. The Settlement Administrator, MinuteClinic and its counsel, and Class Counsel cannot provide tax advice and make no representations as to the tax treatment or legal effect of the Individual Settlement Payments or payments for PAGA Claims. Participating Class Members and PAGA Employees will be solely responsible for the payment of any taxes and penalties assessed on their Individual Settlement Payments or payments for PAGA Claims. Accordingly, Participating Class Members and PAGA Employees should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

Release of Class Claims. Once the Court approves the proposed Settlement and enters Judgment, and MinuteClinic funds the Settlement, then the Settlement Agreement will bind all Class Members who have not opted out of the Settlement and will bar them from bringing the Class Claims against MinuteClinic. Specifically, the Participating Class Members will fully release and discharge Defendants and the Released Parties (defined as: “MinuteClinic Diagnostics Medical Group of California, Inc., MinuteClinic Diagnostic Medical Group of Orange County, Inc., MinuteClinic Diagnostic Medical Group of San Diego, Inc., CVS Health Corporation and their affiliates, divisions, subsidiaries, parents, predecessors, any merged entity or merged entities and/or its or their present and former officers, partners, directors, managers, supervisors, employees, attorneys, agents, shareholders and/or successors, assigns, trustees, heirs, administrators, executors, representatives and/or principals thereof”) of all claims, demands, rights, liabilities, and causes of action that were or could have been pled under local, state or federal law arising out of or based on the facts alleged in the operative Complaint against Defendants for the duration of the Class Period, including but not limited to claims for (1) Failure to Pay Minimum Wages, (2) Failure to Pay Overtime Wages, (3) Failure to Provide Meal Breaks; (4) Failure to Provide Rest Breaks, (5) Failure to Timely Pay Final Wages; (6) Failure to Provide Accurate Wage Statements, and (7) Unfair Competition. In addition, each Participating Class Member who cashes their settlement payment shall be deemed to have released all claims set forth above under the California Labor Code and the FLSA. The time period governing the Released Class Claims shall be the same as the Class Period. These released claims and damages are hereinafter referred to as “Released Class Claims.” The time period governing these Released Class Claims shall be at any time from February 22, 2017 and [insert date of preliminary approval order] (“Class Period”).

Release of PAGA Claims. Also upon the Court’s approval of the Settlement, entry of Judgment, and MinuteClinic’s funding of the Settlement Amount, the Settlement Agreement will bind Plaintiff, on behalf of the LWDA and PAGA Employees, and will bar them from bringing PAGA claims against Defendants and the Released Parties of all claims for civil penalties under the Private Attorneys General Act, Labor Code § 2698 *et seq.*, that Plaintiff alleged against the Released Parties, on behalf of Aggrieved Employees and State of California, based on the facts stated in Plaintiff’s operative Complaint and in Plaintiff’s February 11, 2021, notice letter to the LWDA, including all PAGA claims seeking civil penalties for (1) Failure to Pay Minimum Wages, (2) Failure to Pay Overtime Wages, (3) Failure to Provide Meal Periods; (4) Failure to Provide Rest Breaks, (5) Failure to Timely Pay Wages; (6) Failure to Timely Pay Final Wages; and (7) Failure to Provide Accurate Wage Statements, and based on or arising from alleged violations of the California Labor Code, including Sections 200, 201, 202, 203, 204, 208, 210, 218.6, 226, 226.3, 226.7, 256, 510, 512, 558, 1194, 1194.2, 1197, 1197.1, 1198, and 1199, 2699, *et seq.*, and of the California Wage Orders. The time period governing the PAGA Released Claims shall be any time during the PAGA Period. The PAGA Released Claims do not release any potential claims for wages or statutory penalties.

Waiver of Labor Code Section 206.5(e). Participating Class Members will be deemed to have acknowledged and agreed that their claims for wages and/or penalties in the Lawsuit are disputed, and that the Individual Settlement Payments constitute payment of all sums allegedly due to them. Participating Class Members will be deemed to have acknowledged and agreed that California Labor Code Section 206.5 is not applicable to the Settlement Payments. That section provides in pertinent part as follows:

“No employer shall require the execution of any release of any claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of such wages has been made.”

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement as fair, reasonable, adequate and in the best interests of the Settlement Class, and the entry of Judgment.

V. What options do I have?

- A. **Do Nothing and Participate in the Settlement.** Under the Settlement, you will automatically receive a Settlement Payment unless you exclude yourself from the settlement by following the opt-out procedure set forth below. If you disagree with the number of Pay Periods Worked, as described in this Notice, you may dispute the allocation of the Settlement without excluding yourself or objecting, as described above. It is the responsibility of all Class Members to ensure that the Settlement Administrator has your current address on file, or you may not receive important information or a Settlement Payment.

If you are a current employee, your decision as to whether or not to participate in this Settlement will not be considered by MinuteClinic, who will not take any adverse employment action against you based on your participation in the Settlement.

- B. **Exclude Yourself from the Class Claims in the Settlement.** If you **do not** wish to take part in the release of the Class Claims in the Settlement, you may exclude yourself by sending to the Settlement Administrator a “Request for Exclusion” from the Class Claims on a letter/card postmarked no later than [REDACTED], 2022 with your full name, address, telephone number, last four digits of your social security number or your date of birth, and signature. The Request for Exclusion should clearly confirm your desire to be excluded by stating something to the effect of:

“I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE MINUTECLINIC LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT OF THE CLASS CLAIMS IN THIS LAWSUIT.”

Send the Request for Exclusion directly to the Settlement Administrator, [ADDRESS], postmarked no later than [REDACTED], 2022. Any person who files a timely Request for Exclusion from the Class Action Settlement, upon receipt: (1) will not have any rights under this Settlement with respect to the Class Claims, including the right to object, appeal or comment on the Settlement; (2) will not be entitled to receive any money for the Class Claims under this Settlement; and (3) will not be bound by this Settlement, or the Judgment, with respect to the Class Claims. You still will be bound by this Settlement with respect to the release of the PAGA Claims.

- C. **Object to Settlement.** You also have the right to object to the terms of the Settlement with respect to the Class Claims if you believe they are unfair or unreasonable. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the Class Claims portion of the Settlement, you must submit a written objection stating your full name, address, telephone number, dates of employment at MinuteClinic, the case name and number, the name and address of your attorney(s) if you are represented, each specific reason in support of your objection. You must also include any documentation or evidence in support of the objection, if any. Objections must be in writing and mailed to the Settlement Administrator, [ADDRESS], by no later than [REDACTED], 2022. Objections that do not include all required information, or that are not submitted timely, may not be considered by the Court. **You need not object to the Settlement if you only dispute the number of Pay Periods Worked.**

If you choose to object to the Class Claims portion of the Settlement, you may also appear at the Final Approval Hearing scheduled for [REDACTED], 2022, at [REDACTED] a.m. in Department CX101 of the Orange County Superior Court, Civil Complex Center, located at 751 W. Santa Ana Blvd., Santa Ana, CA 92701. You have the right to appear either in person or through your own attorney at this hearing. Any attorney who intends to represent an individual objecting to the Settlement must file a notice of appearance with the Court and serve counsel for all parties on or before [REDACTED], 2022. All objections or other correspondence must state the name and number of the case. If you wish to appear at the Final Approval hearing, please contact Class Counsel or the Settlement Administrator in advance of the scheduled hearing to ensure that the hearing has not been continued by the Court.

If you object to the Settlement, you will remain a Class Member, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Participating Class Members who do not object. Submitting an objection does not preserve the right to appeal a final judgment. Rather, the right to appeal is preserved by becoming a party of record by timely and properly intervening or filing a motion to vacate the judgment before entry of judgment.

VI. What is the effect of the settlement?

Released Rights and Claims. The Settlement is intended to settle all claims against the Released Parties that were asserted or could have been asserted in the Lawsuit regarding the alleged violations of wage and hour laws. If you were employed by MinuteClinic in California at any time during the Class Period and do not elect to exclude yourself from the Settlement Class, you will be deemed to have entered into this Release and to have released the above-described Released Class Claims. All PAGA Employees will be deemed to have entered into a release of the PAGA Claims. If the Settlement is not approved by the Court or does not become final for some other reason, the Lawsuit may continue and the releases will not take effect.

VII. What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement, and Class Counsel's request for attorneys' fees and reimbursement of documented litigation costs and the Service Payment to the Class Representative on [REDACTED], 2022 at [REDACTED] a.m. in Department CX101 of the Orange County Superior Court, Civil Complex Center, located at 751 W. Santa Ana Blvd., Santa Ana, CA 92701.

You are not required to attend the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

VIII. How can I get additional information?

This Notice is only a summary of the Lawsuit and the Settlement. For more information, you may inspect the Court's files and the Class Action Settlement Agreement at Office of the Clerk, Orange County Superior Court, Civil Complex Center, located at 751 W. Santa Ana Blvd., Santa Ana, CA 92701, during regular court hours. You may also contact Class Counsel or the Settlement Administrator using the contact information listed above for more information.

IX. Reminder as to time limits.

Class Members do not have to take any further action to participate in the Settlement. The deadline for submitting a Request for Exclusion from the Class Claims is [REDACTED], 2022. The deadline for mailing an objection to the Settlement Administrator is [REDACTED], 2022. These deadlines will be strictly enforced.

**PLEASE DO NOT CALL OR WRITE THE COURT
FOR INFORMATION ABOUT THIS SETTLEMENT**