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Attorneys for Defendants
MINUTECLINIC DIAGNOSTIC MEDICAL GROUP OF
CALIFORNIA, INC.; et al.

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

**DECLARATION OF NATHALIE
HERNANDEZ OF ILYM GROUP, INC.,
IN SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: June 23, 2023
Time: 1:30 p.m.

Judge: Lon F. Hurwitz
Dept.: CX103

1 I, Nathalie Hernandez declare as follows:

2 1. I am a resident of the United States of America and am over the age of 18. I am a
3 Case Manager for ILYM Group, Inc., (herein after referred to as “ILYM Group”), the professional
4 settlement services provider who has been retained by the Parties’ Counsel and subsequently
5 appointed by the Court to serve as the Claims Administrator for the above captioned *Brown v.*
6 *MinuteClinic Diagnostic Medical Group, et al.* matter. I am authorized to make this declaration on
7 behalf of ILYM Group and myself. I have personal knowledge of the facts herein, and, if called
8 upon to testify, I could and would testify competently to such facts.

9 2. ILYM Group has extensive experience in administering Class Action Settlements,
10 including direct mail services, database management, claims processing and settlement fund
11 distribution services for Class Actions ranging in size from 26 to 4.5 million Settlement Class
12 Members.

13 3. ILYM Group was engaged by the Parties’ Counsel and subsequently approved and
14 appointed by the Court to provide notification services and claims administration, pursuant to the
15 terms of the Settlement, in the above referenced Action. Duties performed to-date and to be
16 performed after Final Approval of the Settlement is granted, include: (a) printing and mailing the
17 *Notice of Settlement of Class and Representative Action* (referred to as “Notice Packet”); (b)
18 receiving and processing requests for exclusion; (c) resolving Settlement Class Members’ disputes
19 over the number of workweeks Defendants have record of them working during the Class Period,
20 which was pre-printed on their individualized Class Notice; (d) calculating individual settlement
21 award amounts; (e) processing and mailing settlement award checks; (f) handling tax withholdings
22 as required by the Settlement and the law; (g) preparing, issuing and filing tax returns and other
23 applicable tax forms; (h) handling the distribution of any unclaimed funds pursuant to the terms of
24 the Settlement; and (i) performing other tasks as the Parties mutually agree to and/or the Court
25 orders ILYM Group to perform.

26 4. On February 9, 2023, ILYM Group received the Court approved text for the Notice
27 Packet from Counsel for Plaintiff. ILYM Group prepared a draft of the formatted Notice Packet,
28 which was approved by the Parties’ Counsel prior to mailing.

1 5. On March 9, 2023, ILYM Group received the class data file from Counsel for
2 Defendants, which contained the name, social security number, last known mailing address, and
3 the total number of applicable pay periods worked for each Class Member. The data file was
4 uploaded to our database and checked for duplicates and other possible discrepancies. The Class
5 List contained 701 individuals.

6 6. As part of the preparation for mailing, all 701 names and addresses contained in the
7 Class List were then processed against the National Change of Address (“NCOA”) database,
8 maintained by the United States Postal Service (“USPS”), for purposes of updating and confirming
9 the mailing addresses of the Class Members before mailing of the Notice Packet. The NCOA
10 contains requested change of addresses filed with the USPS. To the extent that an updated address
11 was found in the NCOA database, the updated address was used for the mailing of the Notice
12 Packet. To the extent that no updated address was found in the NCOA database, the original
13 address provided by Counsel for Defendants was used for the mailing of the Notice Packet.

14 7. On March 21, 2023, the Notice Packet was mailed, via U.S First Class Mail, to all
15 701 individuals contained in the Class List. Attached hereto, as **Exhibit A**, is a true and correct
16 copy of the mailed Notice Packet.

17 8. As of the date of this declaration, 13 Notice Packets have been returned to our office
18 as undeliverable. Of the 13 returned Notice Packets, 1 was returned with a forwarding address and
19 promptly re-mailed to the forwarding address provided. ILYM Group performed a computerized
20 skip trace on the 12 returned Notice Packets that did not have a forwarding address, in an effort to
21 obtain an updated address for purpose of re-mailing the Notice Packet. As a result of this skip
22 trace, 9 updated addresses were obtained and the Notice Packet was promptly re-mailed to those
23 Class Members, via U.S First Class Mail.

24 9. As of the date of this declaration, a total of 10 Notice Packets have been re-mailed.
25 Specifically, 1 was re-mailed as a result of a forwarding address provided by the USPS, 9 have
26 been re-mailed as a result of ILYM Group’s skip tracing efforts.

27 10. As of the date of this declaration, a total of 3 Notice Packets have been deemed
28 undeliverable. Specifically, 3 have been deemed undeliverable as no updated address was found

1 notwithstanding the skip tracing.

2 11. As of the date of this declaration, ILYM Group has received 2 requests for
3 exclusion. The deadline to request exclusion from the Settlement was May 5, 2023.

4 12. As of the date of this declaration, ILYM Group has not received any objections to
5 the Settlement. The deadline to file an objection to the Settlement was May 5, 2023.

6 13. As of the date of this declaration, ILYM Group will report a total of 699
7 Participating Class Members, representing 99.71% of the 701 Class Members.

8 14. Participating Class Members will receive a proportional share of the Net Settlement
9 Amount through individual settlement payments, based on the number of pay periods worked by
10 Class Members during the Class Period. The Net Settlement Amount is the amount remaining after
11 deduction of the Court-approved payments from the Gross Settlement Amount for Class Counsel
12 Fees and Litigation Costs, Settlement Administration Expenses to ILYM Group, and the PAGA
13 Payment, as follows:

14	Gross Settlement Amount	\$	670,000.00
15	Class Counsel Fees	\$	233,333.33
16	Class Counsel Litigation Costs	\$	14,120.14
17	ILYM Group Administration Expenses	\$	9,750.00
18	LWDA PAGA Penalty Amount	\$	30,000.00
19	PAGA Employee Payment	\$	<u>10,000.00</u>
20	Net Settlement Amount	\$	372,796.53

21 15. To determine a Participating Class Members individual class payment, the
22 distribution shall be divided among all Class Members on a pro rata basis, based on the ratio of the
23 Pay Periods worked by each Class Member during the Class Period, to the total number of Pay
24 Periods worked by all Class Members during the Class Period. Based on these calculations, the
25 Participating Class Members will receive an estimated average gross payment of \$533.33, with the
26 estimated highest gross payment being \$1,844.26, and the estimated lowest gross payment being
27 \$11.67. The 699 Participating Class Members collectively worked a total of 31,938 pay periods
28 during the Class Period

16. Additionally, \$40,000.00 of the Gross Settlement Amount has been allocated toward PAGA Penalties of which 75% (or \$30,000.00) shall be paid to the LWDA, and 25% (or \$10,000.00) shall be paid to all PAGA Employees. There are 571 PAGA Employees who collectively worked a total of 20,026 pay periods during the PAGA Period, and who will receive an individual PAGA payment on a pro rata basis according to the number of pay periods worked during the PAGA Period.

17. ILYM Group's total fees and costs for services in connection with the administration of this Settlement, which includes fees and costs incurred to-date, as well as anticipated fees and costs for completion of the settlement administration, are \$9,750.00. ILYM Group's work in connection with this matter will continue with the calculation of the settlement award payments, issuance and mailing of the settlement award checks, the necessary tax filing and reporting on such payments, and any other tasks that the Parties mutually agree to and/or the Court orders ILYM Group to perform.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct to the best of my knowledge and that this Declaration was executed this 31st day of May 2023, at Tustin, California.

Nathalie Hernandez
NATHALIE HERNANDEZ

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 February 16, 2023 (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 June 23, 2023, 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.*

<<Full Name>>

<<Address>>

<<City, State Zip>>

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 \$<<EstSmtAmt>> 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 February 16, 2023 (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 III.
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 May 5, 2023 (see Section IV 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 III 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 May 5, 2023 (see Section IV 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 III 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 February 16, 2023 (“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 February 22, 2017. 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 February 16, 2023 (“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. What are the terms of the Settlement?

On February 16, 2023, the Court certified a class, for settlement purposes only, of all non-exempt employees employed by MinuteClinic in California at any time during the Class Period (the “Settlement Class”) and approved a representative class all non-

exempt employees employed by MinuteClinic in California at any time during the PAGA Period (“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 ILYM Group 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 \$9,750.00 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 or NO>>	<<PAGAPayPeriods>>	\$<<PAGAAmt>>

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 \$366,916.67. 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
<<ClassPayPeriods>>	\$<<EstClassAmt>>

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 May 5, 2023, with documentation to establish the number of eligible Pay Periods you claim to have actually worked for MinuteClinic in California during the Class Period. **DOCUMENTATION SENT TO THE SETTLEMENT ADMINSTRATOR 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 February 16, 2023 ("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.

IV. 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 completing, signing, and mailing the accompanying Request for Exclusion Form to the Settlement Administrator, postmarked on or before May 5, 2023. 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 and will receive your respective share of PAGA Penalties.
- 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 on the enclosed Objection Form and include any and all evidence and supporting papers to the Settlement Administrator. The Objection Form and any accompanying evidence and papers must be sent to the Settlement Administrator at the address listed on the Objection Form, **postmarked** on or before May 5, 2023. 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 June 23, 2023 at 1:30 p.m. in Department CX103 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 May 5, 2023. 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.

V. 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.

VI. 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

June 23, 2023 at 1:30 p.m. in Department CX103 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.

VII. How can I get additional information?

This Notice is only a summary of the Lawsuit and the Settlement. For more information, you may review the Settlement Agreement which sets forth the terms of the Settlement. The easiest way to read the Settlement Agreement, the Judgment or any other Settlement documents is to go to Settlement Administrator's website at www.ilymgroup.com. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or 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.

Class Counsel:

Brian Mankin, Esq.
brian@LMLfirm.com
Peter Carlson, Esq.
peter@LMLfirm.com
Lauby Mankin Lauby LLP
5198 Arlington Ave, PMB 513
Riverside, CA 92504
Tel: (951) 320-1444

Settlement Administrator:

ILYM Group, Inc.
claims@ilymgroup.com
P.O. Box 2031
Tustin, CA 92781
Tel: (888) 250-6810
Fax: (888) 845-6185

www.ilymgroup.com

VIII. 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 May 5, 2023. The deadline for mailing an objection to the Settlement Administrator is May 5, 2023. These deadlines will be strictly enforced.

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

REQUEST FOR EXCLUSION FORM

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

<<Full Name>>

<<Address>>

<<City, State Zip>>

DO YOU WANT TO PARTICIPATE IN THE SETTLEMENT AND RECEIVE A SETTLEMENT CHECK? (check the box that applies)

☐ **YES: STOP HERE -- DO NOT RETURN THIS FORM. NO FURTHER ACTION IS NEEDED TO PARTICIPATE IN THE SETTLEMENT.**

☐ **NO: SIGN, DATE AND RETURN THIS FORM TO EXCLUDE YOURSELF FROM THE SETTLEMENT.**

By signing and completing the below, I agree to the following:

I do NOT want to participate in the settlement in *Brown v. MinuteClinic* (Orange County Superior Court Case No. 30-2021-01185270-CU-OE-CXC). I understand by excluding myself from the settlement that I will not receive any money from the settlement other than my share of PAGA Penalties if I qualify as an PAGA Employee (with further detail provided in the attached Notice of Settlement of Class and Representative Action).

Signed on _____, 2023

<<FULL NAME>>

MAIL TO THE SETTLEMENT ADMINISTRATOR, BY U.S. MAIL, POSTMARKED NO LATER THAN MAY 5, 2023:

ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781

OBJECTION FORM

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

Please verify and/or complete any missing identifying information:

<<Full Name>>

<<Address>>

<<City, State Zip>>

DO YOU OBJECT TO THE SETTLEMENT? (check the box that applies)

☐

NO: STOP HERE -- DO NOT RETURN THIS FORM.

☐

YES: COMPLETE THE REVERSE SIDE AND RETURN THIS FORM STATING THE REASONS WHY YOU OBJECT TO THE SETTLEMENT.

The Court will consider your objection at the Final Approval Hearing if you submit a timely and valid written statement of objection. Any objection should describe the nature of and basis for the objection, and any other information that you would like the Court to consider.

I OBJECT to the Settlement in the case of *Brown v. MinuteClinic* on the following grounds (if additional space is necessary, please include additional sheets of paper) and include any documents that you feel supports your objection:

Signed on _____, 2023

<<FULL NAME>>

MAIL TO THE SETTLEMENT ADMINISTRATOR, BY U.S. MAIL, POSTMARKED NO
LATER THAN MAY 5, 2023:

ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781