

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE

Civil Complex Center
751 W. Santa Ana Blvd
Santa Ana, CA 92701

SHORT TITLE: Lewallen vs. CVS Pharmacy Inc.**CLERK'S CERTIFICATE OF MAILING/ELECTRONIC
SERVICE****CASE NUMBER:**
30-2020-01152123-CU-OE-CXC

I certify that I am not a party to this cause. I certify that the following document(s), Order of Final Approval and Judgment Approving Class and PAGA Settlement and Release dated 12/17/21, have been transmitted electronically by Orange County Superior Court at Santa Ana, CA. The transmission originated from Orange County Superior Court email address on December 21, 2021, at 8:40:31 AM PST. The electronically transmitted document(s) is in accordance with rule 2.251 of the California Rules of Court, addressed as shown above. The list of electronically served recipients are listed below:

HAMNER LAW OFFICES, APLC
CHAMNER@HAMNERLAW.COM

MORGAN, LEWIS & BOCKIUS, LLP
JENNIFER.ZARGAROF@MORGANLEWIS.COM

MORGAN, LEWIS & BOCKIUS, LLP
JULIANNE.PARK@MORGANLEWIS.COM

Clerk of the Court, by:



, Deputy

CLERK'S CERTIFICATE OF MAILING/ELECTRONIC SERVICE

1 Christopher J. Hamner, Esq. (SBN 197117)
2 **HAMNER LAW OFFICES, APLC**
3 26565 West Agoura Road, Suite 200-197
4 Calabasas, California 91302
5 Telephone: (888) 416-6654
6 chamner@hamnerlaw.com

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

DEC 17 2021

DAVID H. YAMASAKI, Clerk of the Court

BY: _____, DEPUTY

Attorneys for Plaintiff, Carole Lewallen and the Class

7 **SUPERIOR COURT OF CALIFORNIA**

8 **COUNTY OF ORANGE**

9 CAROLE LEWALLEN, an individual
10 California resident,

11 Plaintiff

12 v.

13 CVS PHARMACY, INC. a Rhode Island
14 corporation, CAREMARK, LLC, a
California corporation

15 Defendants.

Case No. 30-2020-01152123-CU-OE-CXC

**ORDER OF FINAL APPROVAL
AND JUDGMENT APPROVING CLASS AND
PAGA SETTLEMENT AND RELEASE**

Date: December 17, 2021

Time: 1:30 p.m.

Place Dept. CX-101

17
18 **ORDER AND JUDGMENT FOR FINAL APPROVAL OF**
19 **CLASS ACTION AND PAGA SETTLEMENT**

20 This matter is before the Honorable Glenda Sanders in Department CX101 of the above-
21 entitled Court, located at 751 West Santa Ana Boulevard, Santa Ana, California 92701, on
22 December 17, 2021. On August 26, 2021, the court granted Preliminary Approval of Class and
23 PAGA Settlement Agreement and Release. On December 17, 2021, at 1:30 p.m. the Court heard
24 Plaintiff Carole Lewallen's ("Plaintiff's") Motion for Final Approval of Class and PAGA
25 Settlement and Release, Attorneys' Fees, Costs, and Class Representative Service Fees ("Motion
26 for Final Approval").
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FINAL APPROVAL ORDER AND JUDGMENT

The Court, having considered the papers submitted in support of the Motion for Final Approval, and good cause appearing, HEREBY ORDERS THE FOLLOWING:

1. All terms used herein shall have the same meaning as defined in the Second Amended Class Action and PAGA Settlement Agreement and Release (the "Settlement Agreement") (See Exhibit A to Hamner Declaration, ROA 60).

2. The Court finds that the Class Members shall be "all employees who worked as Nurse Clinical Educator for Caremark, LLC, in the state of California, between November 4, 2015 to August 25, 2021," a total of 14 individuals, consistent with the terms set forth in the Order Granting Preliminary Approval of Class and PAGA Settlement Agreement and Release.

3. This Court has jurisdiction over the subject matter of this action and over all Parties thereto, including all Participating Settlement Employees.

4. The Court finds that the Settlement Class is properly certified as a class for settlement purposes only. With respect to the Settlement Class and for purposes of approving this Settlement only, this Court finds and concludes that: (a) the members of the Settlement Class are ascertainable and so numerous that joinder of all members is impracticable; (b) there are questions of law or fact common to the Settlement Class, and there is a well-defined community of interest among members of the Settlement Class with respect to the subject matter of the action; the claims of class representative Carole Lewallen are typical of the claims of the members of the Settlement Class; (c) a class action is superior to other available methods for an efficient adjudication of this controversy; and (d) Class Counsel is qualified to serve as counsel for Plaintiff in her individual and representative capacity for the Class.

5. The Class Notice provided to the Settlement Class conforms with the requirements of California Code of Civil Procedure section 382, California Civil Code section 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and any other applicable law, and constitutes the best notice practicable under the circumstances, by providing individual notice to all Settlement Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the other Settlement Class Members. Attached to this Order of Final Approval and Judgment as Exhibit 1 is a copy of the Class Notice.

6. The Class Notice fully satisfied the requirements of due process.

1 7. The Court finds the Settlement was entered into in good faith, that the settlement is
2 fair, reasonable and adequate, and that the Settlement satisfies the standards and applicable
3 requirements for final approval of this class action settlement under California law, including the
4 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
5 3.769.

6 8. No Settlement Class Members have objected to the terms of the Settlement.

7 9. No Settlement Class Members have requested exclusion from the Settlement
8 Class.

9 10. Upon entry of this Order, payment to the Participating Class Members shall be
10 effectuated pursuant to the terms of the Settlement Agreement.

11 11. In addition to any recovery that the Plaintiff may receive under the Settlement as a
12 Settlement Employee, and in recognition of each Plaintiff's efforts on behalf of the Settlement
13 Class and PAGA Employees, the Court hereby approves the payment of a service fee award to
14 Plaintiff Carole Lewallen in the amount of \$7500.00.

15 12. The Court approves the payment of attorneys' fees to Class Counsel in the sum of
16 \$165,000.00, which shall be paid to Hamner Law Offices, APLC pursuant to the terms of the
17 Settlement Agreement.

18 13. The Court also approves reimbursement of the total combined sum of \$9,597.00 in
19 litigation expenses which shall be paid to Hamner Law Offices, APLC pursuant to the terms of
20 the Settlement Agreement.

21 14. The Court approves and orders payment in the amount of \$3,000.00 to Phoenix
22 Class Action Administration Solutions for performance of its settlement administration services,
23 pursuant to the terms of the Settlement Agreement.

24 15. The Court approves the settlement of claims under the Labor Code Private
25 Attorneys General Act of 2004 (California Labor Code section 2698 et seq.) in the total amount
26 of \$20,000.00. The Court orders payment in the amount of \$15,000.00 to the State of California
27 Labor and Workforce Development Agency in compromise of claims under the Labor Code
28 Private Attorneys General Act of 2004 (California Labor Code section 2698 et seq.).

 16. In accordance with California Rule of Court 3.771(b), the Parties are ordered to
give notice of this final Order and Judgment to all Settlement Class Members through the website
established by the Settlement Administrator for this Settlement.

1 17. Upon final approval by the Court of the Settlement, and as of the Effective Date,
2 Plaintiff and Participating Class Members release the Released Parties from the Released Class
3 Claims. Released Class Claims means all wage and hour claims, rights, demands, liabilities and
4 causes of action of every nature and description reasonably related to the claims litigated in the
5 Action, or to claims that were or could have been brought as part of the Action against
6 Defendants based on the factual allegations in the FAC, including without limitation statutory,
7 constitutional, contractual or common law claims for wages, damages, unpaid costs, penalties,
8 liquidated damages, punitive damages, interest, restitution, equitable relief, or any other relief,
9 including, but not limited to, claims based on the following categories of allegations during the
10 Class Period: (a) all claims for unpaid overtime; (b) all claims for meal and rest period violations;
11 (c) all claims for unpaid minimum wages; (d) all claims for failure to timely pay wages upon
12 termination; (e) all claims for failure to timely pay wages during employment; (f) all claims for
13 failure to pay wages; (g) all claims for failure to provide accurate, itemized, or otherwise proper
14 wage statements; (h) all claims for failure to reimburse business expenses; (i) all claims asserted
15 through California Labor Code sections 2699 et seq. (the Private Attorneys General Act of 2004
16 ("PAGA") arising out of the aforementioned claims; all claims asserted through the Fair Labor
17 Standards Act ("FLSA") arising out of the aforementioned claims; (k) all claims asserted through
18 California Business & Professions Code §17200 et seq. arising out of the aforementioned claims;
19 and (l) all other claims for penalties, liquidated damages, punitive damages, interest, attorneys'
20 fees, litigation costs, restitution, equitable relief, or additional damages that allegedly arise out of
21 the aforementioned claims. The Released Class Claims specifically include any and all claims
22 arising under the California Labor Code, including, without limitation, §§ 201-204, 210, 218.5,
23 226, 226.3, 226.7, 227.3, 510, 512, 558, 1174, 1174.5, 1175, 1182.12, 1194, 1194.2, 1197,
24 1197.1, 2802, 2698-2699.5, Cal. Business & Professions Code §§ 17200, et seq., and Cal. Code of
25 Civil Procedure § 1021.5, any derivative claims based on such alleged violations, including those
26 under any applicable California Industrial Welfare Commission Wage Order. All Participating
27 Class Members release any and all causes of action under the FLSA relating to claims alleged or
28 which could have been alleged in the Action based on the factual allegations in the FAC. See
Rangel v. PLS Check Cashers of California, Inc., 899 F.3d 1106 (9th Cir. 2018).

18. Upon the Effective Date, all Participating Class Members shall be and hereby are permanently barred from the initiation or prosecution of any and all of the claims released under the terms of the Settlement.

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2 19. The expiration date of any instruments of payment issued by the Settlement
3 Administrator to Participating Class Members will be one hundred eighty (180) days from the
4 date such instruments are issued and sent. Any settlement checks remaining uncashed after one
5 hundred eighty (180) days shall cause that Participating Class Member's payment, plus interest
6 that has accrued thereon, to be distributed to the Controller of the State of California to be held
7 pursuant to the Unclaimed Property Law, California Civil Code section 1500 et seq., for the
8 benefit of that class member. The Parties agree that this disposition results in no "unpaid residue"
9 under California Civil Procedure Code section 384, as the entire Net Settlement Amount will be
10 paid out to Participating Class Members. In the event that a Participating Class Member Share is
11 distributed to the Controller of the State of California, the terms of the final judgment and the
12 Release of Claims will nevertheless be binding upon that Participating Class Member. Within two
13 hundred ten (210) days after the date of mailing of the instruments of payment, the Settlement
14 Administrator shall provide to Class Counsel and Defendant's Counsel a verification/declaration
15 signed under penalty of perjury that the Settlement Administrator has complied with this
16 provision.

17 20. This Judgment is intended to be a final disposition of the Lawsuit in its entirety,
18 and is intended to be immediately appealable. In accordance with and for the reasons stated in the
19 Final Approval Order, Judgment shall be entered whereby the Plaintiff and all Class Members
20 shall take nothing from Defendants, except as expressly set forth in the Settlement, which was
21 previously filed, as part of Plaintiff's Motion for Preliminary Approval of Class and PAGA
22 Settlement. Pursuant to California Code of Civil Procedure Section 664.6 and Rule 3.769(h) of
23 the California Rules of Court, this Court reserves exclusive and continuing jurisdiction over this
24 action, the Plaintiff, Settlement Class Members, and Defendants, for the purposes of: (a)
25 Supervising the implementation, enforcement, construction, and interpretation of the Settlement,
26 the Preliminary Approval Order, the plan of allocation, the Final Approval Order, and the
27 Judgment; and (b) Supervising distribution of amounts paid under this Settlement.

28 21. The Court sets a Final Compliance Hearing for **May 20, 2022 at 1:30 p.m.** in
Department CX101 of this Court. At least 5 court days before the hearing, Plaintiff shall submit a
final report from the Settlement Administrator regarding the status of the settlement
administration.

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22. Plaintiff is ordered to submit a copy of this Order to the California Labor and Workforce Development Agency within ten (10) calendar days of entry of this Order and Judgment.

Date Signed: 12.17.2021



HONORABLE GLENDA SANDERS
JUDGE OF THE SUPERIOR COURT OF
ORANGE COUNTY

Exhibit 1

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Carole Lewallen, v. CVS Pharmacy, Inc., et al., Superior Court of the State of California, County of Orange,
Case No. 30-2020-01152123-CU-OE-CXC

A court authorized this Notice. This is not a solicitation by a lawyer. You are not being sued.

IF YOU WERE EMPLOYED AS NURSE CLINICAL EDUCATOR FOR CAREMARK, LLC IN CALIFORNIA AT ANY TIME DURING THE PERIOD OF NOVEMBER 4, 2015 TO AUGUST 26, 2021, THIS PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS.

Why should you read this Notice?

A proposed settlement (the "Settlement") has been reached in the class and representative action lawsuits entitled *Carole Lewallen, v. CVS Pharmacy, Inc., et al.*, Superior Court of the State of California, County of Orange, Case No. 30-2020-01152123-CU-OE-CXC between Plaintiffs Carole Lewallen ("Plaintiff") and Defendants CVS Pharmacy, Inc., and Caremark, LLC ("Defendants" or "CVS").

The purpose of this Notice of Proposed Class Action Settlement ("Notice") is to briefly describe the Action and to inform you of your rights and options in connection with the Action and the proposed Settlement. The proposed Settlement will resolve all claims in the Action.

A hearing regarding final approval of the proposed Settlement will be held before the Honorable Glenda Sanders on December 10, 2021 at 1:30 p.m. in Department CX-101 of the Orange County Superior Court, 751 West Santa Ana Blvd., Santa Ana, California 92701, to determine whether the Settlement is fair, adequate, and reasonable ("Final Approval Hearing"). As a Settlement Class Member, you are eligible to receive an individual Settlement Share under the Settlement and will be bound by the release of claims described in this Notice and the Settlement Agreement filed with the Court, unless you timely request to be excluded from the Settlement.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	If you do nothing, you will be considered part of the Settlement Class and will receive settlement benefits as explained more fully below. You will also give up rights to pursue a separate legal action against Defendants for the Released Claims asserted in the Action as explained more fully below.
EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS	You have the option to pursue separate legal action against Defendants about the claims in the Action (in court or in arbitration, as applicable). If you exclude yourself from the Settlement (also called "opting out"), you will give up your right to receive your Individual Class Settlement Payment (described below), although you will still receive your pro-rata share, if any, of the PAGA Employee Payment (also described below). If you exclude yourself, you retain any right to pursue a separate legal action against Defendants regarding the claims in this Action. If you want to exclude yourself, you must do so by submitting a <i>written</i> Exclusion Request by the Response Deadline set forth below.
OBJECT	To object to the Settlement, you may mail a written explanation of why you don't like the Settlement to the Settlement Administrator, appear at the final approval hearing, or hire an attorney at your expense to object for you. This option is available only if you do <u>not</u> exclude yourself from the Settlement. Do <u>not</u> submit an Exclusion Request if you wish to object.

Who is affected by this proposed Settlement?

The Court has certified, for settlement purposes only, the following class (the "Settlement Class"):

All current and former employees who worked as Nurse Clinical Educators for Caremark, LLC, in the state of California, at any time during the period of November 4, 2015 through August 26, 2021 ("Class Period").

According to Defendants' records, you are a member of the Settlement Class (a "Class Member").

What is this case about?

In the Action, Plaintiff Carole Lewallen ("Plaintiff") allege on behalf of herself and the Settlement Class that Defendants: (1) failed to pay minimum wages; (2) failed to provide rest breaks; (3) failed to provide meal periods; (4) failed to pay overtime wages; (5) failed to furnish accurate itemized wage statements; (6) failed to timely pay all wages to terminated employees; (7) violated California's Unfair Competition Law, California Business and Professions Code section 17200 et seq.; and (8) violated provisions of the Labor Code giving rise to civil penalty liability under the Labor Code Private Attorneys General Act of 2004 [Lab. Code § 2699, et seq.], Plaintiff seeks unpaid wages, actual damages, statutory penalties, civil penalties under PAGA, restitution, interest, attorneys' fees, and costs.

Defendants deny all liability and are confident they have strong legal and factual defenses to these claims. However, Defendants recognize the risks, distractions, and costs associated with litigation. Defendants contend that their conduct is and has been lawful at all times relevant and that Plaintiff's claims do not have merit and do not meet the requirements for class certification.

This Settlement is a compromise reached after good faith, arm's-length negotiations between Plaintiff and Defendants (the "Parties"), through their attorneys, and is not an admission of liability on the part of Defendants. Both sides agree that, in light of the risks and expenses associated with continued litigation, this Settlement is fair, adequate, and reasonable. Plaintiff also believe this Settlement is in the best interests of all Settlement Class Members.

The Court has not ruled on the merits of Plaintiff's claims or Defendants' defenses.

Who are the attorneys representing the Parties?

The Court has granted preliminary approval of the Settlement and has appointed the lawyers bringing the Class Action to serve as "Class Counsel" to represent all Settlement Class Members affected by the Settlement. The attorneys representing the Settlement Class Members are:

Class Counsel

Christopher J. Hamner, Esq.
HAMNER LAW OFFICES, APLC
26565 West Agoura Road, Suite 200-197
Calabasas, California 91302
Telephone: (888) 416-6654
chamner@hamnerlaw.com

What are the Settlement terms?

Subject to final Court approval, Defendants will pay \$500,000 (the "Gross Settlement Amount") for: (a) Class Settlement Payments to Settlement Class Members who do not request to be excluded from the Settlement ("Participating Class Members"); (b) the Court-approved Service Enhancement to Plaintiff; (c) the Court-approved attorneys' fees and costs to Class Counsel; (d) the costs of administering the Settlement; (e) payment to the State of California Labor and Workforce Development Agency ("LWDA") for PAGA penalties; and (f) the PAGA Employee Payment to the PAGA Employees.

Individual Class Settlement Payments. After deduction from the Gross Settlement Amount for Class Counsel's attorneys' fees and costs, the Service Enhancement to Plaintiff, the payment to the LWDA for PAGA penalties, the PAGA Employee Payment to the PAGA Employees, and the costs of administering the Settlement, there will be a Net Settlement Amount. From this Net Settlement Amount, Defendants will make an individual Class Settlement Payments to each Settlement Class Member who does not ask to be excluded from the Settlement ("Participating Class Members").

The Net Settlement Amount shall be divided among all Participating Class Members on a pro rata basis based upon the total number of workweeks each respective Participating Class Member worked as Nurse Clinical Educator by Caremark, LLC in California during the Class Period. Your estimated individual Settlement Share is listed on the **Settlement Payment Information Sheet** accompanying this Notice.

For tax reporting purposes, the payments to Participating Class Members will be allocated 25% as wages, 50% as penalties, and 25% as interest. The wage portion of the individual Class Settlement Payments shall be subject to the withholding of applicable local, state, and federal taxes, and the Settlement Administrator shall deduct applicable employee-side payroll taxes from the wage portion of the individual Class Settlement Payments. The portion of the Class Settlement Payments allocated to penalties and interest shall be classified as other miscellaneous income and reported on IRS Form 1099-MISC. Any taxes owed on that other miscellaneous income will be the responsibility of each Participating Class Member receiving those payments. The employer's share of any payroll taxes will be separately paid by Defendants.

Any amount paid to Participating Class Members will not count or be counted for determination of eligibility for, or calculation of, any employee benefits (for example, vacations, holiday pay, retirement plans, non-qualified deferred compensation plans, etc.), or otherwise modify any eligibility criteria under any employee pension benefit plan or employee welfare plan sponsored by Defendants, unless otherwise required by law.

Settlement checks will remain valid for 180 days from issuance. If a settlement check remains uncashed after 180 days, the Settlement Administrator shall distribute the value of the uncashed checks to the State of California Controller pursuant to the Unclaimed Property Law, Code of Civil Procedure section 1500, et seq. with the identity of the Participating Class Members to whom the funds belong to be held for them. The Settlement Administrator shall void any tax documents issued to Participating Class Members who did not cash their checks within 180 days of issuance. In such event, the Participating Class Members will remain bound by the terms of the Settlement and all Court orders.

None of the Parties or attorneys make any representations concerning the tax consequences of this Settlement or your participation in it. Settlement Class Members should consult with their own tax advisors concerning the tax consequences of the Settlement. Class Counsel is unable to offer advice concerning the state or federal tax consequences of payments to any Settlement Class Member.

Class Counsel Attorneys' Fees and Costs, Class Representative Service Enhancements, Settlement Administration Costs, and Payment to the LWDA. Class Counsel will ask the Court to award attorneys' fees up to \$165,000.00 (33%) of the Gross Settlement Amount and reimbursement of reasonable litigation costs, not to exceed \$15,000, incurred in the Action. In addition, Class Counsel will ask the Court to authorize Class Representative Service Enhancement in a total amount of up to \$25,000 to Plaintiff Carole Lewallen for her efforts in bringing the case on behalf of the Class. The Parties estimate that the cost of administering the Settlement will not exceed \$3,000. A payment in the amount of \$15,000 will also be made to the LWDA for its share of PAGA penalties, which represents 75% of the \$20,000 set aside for payment under PAGA; the remaining \$5,000 ("PAGA Employee Payment") of the \$20,000 allocated to PAGA penalties shall be distributed pro rata to those Class Members ("PAGA Employees") who worked as Nurse Clinical Educators for Caremark, LLC in California at any time during the period of October 21, 2018 to August 26, 2021 ("PAGA Period"); the pro-rata distribution shall be based on the number of pay periods each PAGA Employee worked during the PAGA Period.

What claims are being released by the proposed Settlement?

Upon the final approval by the Court of this Settlement, and except as to such rights or claims as may be created by the Settlement, Plaintiff and all Participating Class Members release Defendants CVS Pharmacy, Inc., Caremark, LLC, 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, from Class Claims include all wage and hour claims, rights, demands, liabilities and causes of action of every nature and description related to the claims litigated in the Action, or claims that were or could have been brought as part of the Action against Defendants, including without limitation statutory, constitutional, contractual or common law claims for wages, damages, unpaid costs, penalties, liquidated damages, punitive damages, interest, restitution, equitable relief, or any other relief, including, but not limited to, claims based on the following categories of allegations during the Class Period: (a) all claims for unpaid overtime; (b) all claims for meal and rest period violations; (c) all claims for unpaid minimum wages; (d) all claims for failure to timely pay wages upon termination; (e) all claims for failure to timely pay wages during employment; (f) all claims for failure to pay wages; (g) all claims for failure to provide accurate, itemized, or otherwise proper wage statements; (h) all claims for failure to reimburse business expenses; (i) all claims asserted through California Labor Code sections 2699 *et seq.* (the Private Attorneys General Act of 2004 ("PAGA")) arising out of the aforementioned claims; (j) all claims asserted through the Fair Labor Standards Act ("FLSA") arising out of the aforementioned claims; (k) all claims asserted through California Business & Professions Code §17200 *et seq.* arising out of the aforementioned claims; and (l) all other claims for penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, equitable relief, or additional damages that allegedly arise out of the aforementioned claims.

The Released Class Claims specifically include any and all claims arising under the California Labor Code, including, without limitation, §§ 201-204, 210, 218.5, 226, 226.3, 226.7, 227.3, 510, 512, 558, 1174, 1174.5, 1175, 1182.12, 1194, 1194.2, 1197, 1197.1, 2802, 2698-2699.5, Cal. Business & Professions Code §§ 17200, *et seq.*, and Cal. Code of Civil Procedure § 1021.5, any derivative claims based on such alleged violations, including those under the Fair Labor Standards Act ("FLSA") or any applicable California Industrial Welfare Commission Wage Order.

All Participating Class Members will release any and all causes of action under the FLSA relating to claims alleged or which could have been alleged in the Action based on the factual allegations in the FAC.

What are my options in this matter?

You have two options under this Settlement, each of which is further discussed below. You may: (A) remain in the Settlement Class and receive a Class Settlement Payment; or (B) exclude yourself from the Settlement. If you choose option (A), remaining in the Settlement Class, you may also object to the Settlement, as explained below.

If you remain in the Settlement Class, you will be represented at no cost by Class Counsel. Class Counsel, however, will not represent you for purposes of making objections to the Settlement. If you do not exclude yourself from the Settlement, you will be subject to any Judgment that will be entered in the Action, including the release of the Released Class Claims as described above.

OPTION A. Remain in the Class. If you wish to remain in the Settlement Class and be eligible to receive a Class Settlement Payment, you do not need to take any action. By remaining in the Settlement Class and receiving a Class Settlement Payment, you consent to the release of the Released Class Claims described above.

Objecting to the Settlement: If you believe the proposed Settlement is not fair, reasonable, or adequate, you may object to it. To object, you may appear in person (including by telephone) at the Final Approval Hearing, have an attorney object for you, or mail a written statement of objection ("Notice of Objection") to the Settlement Administrator at Lewallen v. CVS et al., c/o Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863. If you submit a written objection, the Notice of Objection must be postmarked no later than November 9, 2021 and set forth the following: (1) the name of the case and case number (shown on page 1 of this Notice), (2) your full name, address, and dates of employment, (3) the basis for any objection, and (4) the name and address of your counsel if you are represented by counsel for purposes of objecting. The Parties shall file responses to any Notices of Objection before the Final Approval Hearing. If you do not object in writing, the Court may, in its sole discretion, permit you to state any objections you may have at the Final Approval Hearing. *Even if you submit an objection, you will be bound by the terms of the Settlement, including the release of the Released Class Claims set forth above, unless the Court does not grant final approval of the Settlement.*

OPTION B. Request to Be Excluded from the Settlement and Receive No Money from the Class Settlement Payment. If you do not want to be part of the Settlement, you must sign and return the attached "Request for Exclusion" to the Settlement Administrator at Lewallen v. CVS et al., c/o Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863. In order to be valid, your Request for Exclusion must include your name, address, telephone number and the last four digits of your social security number (to confirm your identity and make certain that only persons requesting exclusion are removed from the Settlement), along with a statement like the following:

"I WISH TO BE EXCLUDED FROM THE CLASS IN THE 'LEWALLEN v. CVS' CLASS ACTION LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT."

Your Request for Exclusion must then be *signed by you* and *postmarked no later than November 9, 2021*. If you do not submit a signed Request for Exclusion on time (as evidenced by the postmark), your Request for Exclusion will be rejected, you will be deemed a Participating Class Member, and you will be bound by the release of Released Class Claims as described above and all other terms of the Settlement. You will still receive your pro-rata portion of the PAGA Employee Payment.

What's the next step in the approval of the Settlement?

The Court will hold the Final Approval Hearing to decide whether the Settlement is fair, reasonable, and adequate on December 10, 2021 at 1:30 p.m., in Department CX-101 of the Orange County Superior Court, 751 West Santa Ana Blvd., Santa Ana, California 92701. The Final Approval Hearing may be continued without further notice. You need not attend the Final Approval Hearing to receive a Class Settlement Payment.

If the Court grants Final Approval of the Settlement, the Order granting Final Approval and entering a Judgment will be posted on a website created by the Settlement Administrator for this case for a period of 90 days following the entry of that Order in the Court record, in compliance with California Rules of Court, rule 3.771. That website is: <http://www.phoenixclassaction.com/lewallen-v-cvs/>.

Class Settlement Payments will be mailed to Participating Class Members after the Court grants Final Approval of the Settlement. If the Court grants Final Approval, there may be appeals. If there are any appeals, resolving them could take some time, so please be patient.

It is your responsibility to maintain your current address with the Settlement Administrator, Phoenix Settlement Administrators. If you move, you should send a letter updating your address to Lewallen v. CVS et al., c/o Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863. Maintaining your current address with the Settlement Administrator is the best way to ensure that you receive your Class Settlement Payment.

How can I get additional information?

This Notice summarizes the Action and the basic terms of the Settlement. More details are in the Consolidated Amended Complaint and the Class and PAGA Settlement Agreement and Release, which are posted on the Settlement Administrator's website. These documents and all other records relating to the Action are available for inspection and/or copying at the Civil Records Office of the Orange County Superior Court. You may also request a copy of the Settlement Agreement from Class Counsel, at the addresses listed above. You may also locate court records on the court website by visiting:

<https://ocjustice.occourts.org/civilwebShoppingNS/ShowCase.do?index=0&number=30-2020-01152123-CU-OE-CXC&tab=0#caseAnchor>

**PLEASE DO NOT CONTACT THE COURT, CVS, OR CVS'S COUNSEL
FOR INFORMATION REGARDING THIS SETTLEMENT.**

SETTLEMENT PAYMENT INFORMATION SHEET

Carole Lewallen. v. CVS Pharmacy, Inc., et al., Superior Court of the State of California, County of Orange, Case No. 30-2020-01152123-CU-OE-CXC

Calculation of Individual Class Settlement Payments: Each Participating Class Member will receive a share of the Net Settlement Amount based on the number of workweeks that he or she worked as a Nurse Clinical Educator for Caremark, LLC in California during the Class Period (November 4, 2015 through August 26, 2021) (“Compensable Workweeks”). Individual Class Settlement Payments will be calculated as follows:

Defendants will provide the Settlement Administrator with the total number of Compensable Workweeks worked by all Participating Class Members (“Total Workweeks”). Then, the Settlement Administrator will divide the Net Settlement Amount by the Total Workweeks, resulting in a value for each workweek worked by Participating Class Members (“Workweek Value”). Finally, the Settlement Administrator will multiply each Participating Class Member’s number of Compensable Workweeks by the Workweek Value to obtain the estimated amount of the Class Member’s Class Settlement Payment.

Your Compensable Workweeks and Estimated Class Settlement Payment:

According to Defendants’ records, you worked «Total_Weeks» Compensable Workweeks during the Class Period.

Based on your number of Compensable Workweeks, your estimated Class Settlement Payment is «Est_Set_Amt». Please note that this is only an estimate; your actual payment may be greater or smaller than the amount reported above.

Procedure for Disputing Information: If you wish to dispute the number of Compensable Workweeks attributed to you, as listed above, you must submit a dispute in writing to the Settlement Administrator, which dispute must: (a) state your name, address, telephone number, and the last four digits of your Social Security number; (b) be signed by you; (c) state the information you are challenging; (d) state your belief as to your correct date(s) of employment and number of workweeks worked during the Class Period; (e) explain why you believe CVS’s records are mistaken and attach any documents or evidence in support of your contentions; and (f) be postmarked, faxed, or e-mailed to the Settlement Administrator no later than November 9, 2021:

Caremark Nurse Educator Wage & Hour Litigation
Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Telephone: (800) 523-5773
Facsimile: (949) 209-2503
Email: notice@phoenixclassaction.com

Defendants’ records regarding the correct number of Compensable Workweeks will be presumed correct, unless you provide documentation to the Settlement Administrator that establishes otherwise. The Settlement Administrator will evaluate the evidence submitted by you and will make the final decision as to the number of Compensable Workweeks that should be applied and/or the Class Settlement Payment to which you may be entitled. The Settlement Administrator’s determination will be final and binding with no opportunity for further appeal.

REQUEST FOR EXCLUSION FROM CLASS ACTION SETTLEMENT

Carole Lewallen. v. CVS Pharmacy, Inc., et al., Superior Court of the State of California, County of Orange, Case No. 30-2020-01152123-CU-OE-CXC

What is this form for?

Fill out and sign this form ONLY IF you do not want to receive funds from this class action settlement and do not want to release any claims. If you exclude yourself, you will not receive any money from Class Settlement Payments. You cannot opt out of the PAGA Employee Payment, and you will receive your pro-rata portion of the PAGA Employee Payment, if any, even if you submit this Request for Exclusion from Class Action Settlement.

When must this be sent?

You must mail this so that it is postmarked no later than November 9, 2021. If you mail it so that it is postmarked after November 9, 2021, then this exclusion will be deemed invalid and you will be bound to the terms of the settlement.

Where should this be mailed to?

Mail this completed form to Lewallen v. CVS et al., c/o Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863.

I WISH TO BE EXCLUDED FROM THE CLASS IN THE *LEWALLEN v. CVS* CLASS ACTION LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE CLASS SETTLEMENT.

I confirm that I was employed by CVS Pharmacy, Inc., and/or Caremark, LLC and worked as an hourly employee within the State of California at any time between November 4, 2015 through August 26, 2021. I confirm that I received a notice of the proposed settlement in this action. I have decided to be excluded from the class and I have decided not to participate in the proposed settlement. I will/have sought the advice of counsel with respect to the applicable statute of limitations.

Name: _____

Address: _____

Telephone: _____

Last Four Social Security Number: _____

Signature _____ Date: _____

NOTICE OF OBJECTION TO CLASS ACTION SETTLEMENT

Carole Lewallen, v. CVS Pharmacy, Inc., et al., Superior Court of the State of California, County of Orange,
Case No. 30-2020-01152123-CU-OE-CXC

What is this form for?

If you believe the proposed Settlement is not fair, reasonable, or adequate, you may object to it by filling out this form. You are not excluding yourself from the settlement by submitting this form.

When must this be sent?

You must mail this so that it is postmarked no later than November 9, 2021.

Where should this be mailed to?

Mail this completed form to Lewallen v. CVS et al., c/o Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863.

Please state: (1) your full name, address, and dates of employment, (2) the basis for any objection, and (3) the name and address of your counsel if you are represented by counsel for purposes of objecting.

Name: _____

Address: _____

Telephone: _____

Last Four Social Security Number: _____

Signature _____ Date: _____