

**UNITED STATES DISTRICT COURT
DISTRICT OF OREGON
PORTLAND DIVISION**

TAYLOR LEMONS, individually and on behalf
of all similarly situated individuals,

Plaintiff,

v.

**WALGREEN PHARMACY SERVICES
MIDWEST, LLC, WALGREEN
PHARMACY SERVICES EASTERN, LLC,
and WALGREEN PHARMACY SERVICES
WESTERN, LLC,**

Defendants.

Case No. 3:21-cv-00511-MO

**NOTICE OF PENDENCY OF CLASS ACTION
SETTLEMENT AND HEARING DATE FOR FINAL
COURT APPROVAL**

The U.S. District Court for the District of Oregon has authorized this Class Action Notice. This is NOT a solicitation from a lawyer.

Your Legal Rights May Be Affected Whether You Act or Do Not Act.

Please Read This Notice Carefully.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	If you receive this Notice and you meet the class definition, you are a member of the class. If you would like to remain a member of the class, there is nothing further you need to do. To receive a cash payment from the Settlement, you do not have to do anything. After final approval by the Court, the payment will be mailed to you at the same address as this Notice. If your address has changed, please notify the Settlement Administrator as explained below. In exchange for the Settlement payment, you will release claims against the Defendant as detailed below.
Exclude Yourself	To exclude yourself, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will retain your right to sue the Defendant and will receive no money from the Settlement. Instructions are set forth below.
Object	You can object to the terms of the Settlement before final approval by the Court. Directions are provided below.

1. Why did I get this Notice?

A proposed class action settlement (the "Settlement") of the above-captioned Action pending in the United States District Court for the District of Oregon (the "Court") has been reached between Plaintiff Taylor Lemons ("Plaintiff") and Defendants Walgreen Pharmacy Services Midwest, LLC, Walgreen Pharmacy Services Eastern, LLC, and Walgreen Pharmacy Services Western, LLC ("Defendants" or "Walgreens") and has been granted preliminary approval by the Court.

You have received this Notice because you have been identified as a member of the Class, which is defined as:

All employees of Walgreens who were terminated between April 6, 2018, through April 6, 2021; who did not abandon or walk off their job; and who received their final paycheck six or more days after their termination date.

This Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Notice carefully as your rights may be affected by the Settlement. **The Court has not made a determination about any of the contentions of the parties. This Notice is not to be understood as an expression of any opinion by the Court as to the merits of the claims or defenses asserted by either side. Defendants expressly deny any wrongdoing.**

Questions? Go to WalgreenPharmacyServicesSettlement.com or call 1-877-557-7786

2. What is this class action lawsuit about?

On April 6, 2021, Plaintiff filed a Complaint against Defendants in the United States District Court for the District of Oregon, where it is currently pending as *Lemons v. Walgreen Pharmacy Services Midwest, LLC, et al.*, Case No. 3:21-cv-00511-MO (the “Action”). Plaintiff asserted claims against Defendants for alleged violations of ORS 652.140 and ORS 652.150. Plaintiff moved to certify a Fed. R. Civ. P. 23(b)(3) class action consisting of all employees of Defendant Walgreen Pharmacy Services Midwest, LLC whose employment was terminated between April 6, 2018, through the date of class certification. The District Court granted the Motion to Certify in part, certifying “a class consisting of all employees of Walgreens who were terminated between April 6, 2018, through April 6, 2021; who did not abandon or walk off their job; and who received their final paycheck six or more days after their termination date.” Additionally, the Court approved the Plaintiff to serve as the Class Representative, and Carl Post and John Burgess to serve as Class Counsel.

Defendants dispute all claims asserted in this litigation. Specifically, Defendants maintain that it has properly complied with all state and federal laws and regulations.

3. Why is there a Settlement?

Defendants have expressly denied and continue to deny any wrongdoing or legal liability arising out of any of the facts or conduct alleged in the Action, including that Plaintiff or the Class Members suffered any damages. By settling this matter, Defendants do not admit liability of any kind. Neither this agreement, nor any document referred to or contemplated herein, nor any action taken to carry out this agreement, may be construed as, or may be used as an admission, concession, or indication by or against Defendants of any fault, wrongdoing, or liability whatsoever.

The Parties reached a Settlement in order to avoid the risk, inconvenience, and expense of further litigation. Plaintiff and his attorneys believe the proposed Settlement is fair, adequate, and in the best interest of the Class Members to whom it applies given the outcome of their investigation, the consumption of time and resources required in connection with further litigation, and the uncertainty in the law governing some of the claims presented.

Nothing in this Notice, the Settlement, or actions to carry out the Settlement means that the Defendants admit any fault, guilt, negligence, wrongdoing, or liability whatsoever. Defendants enter into this Settlement for the sole purpose of avoiding the operational burden, expense, and uncertainty of continuing litigation.

The Court granted preliminary approval of the Settlement on February 9, 2026.

4. What are the terms of the Settlement?

- **Maximum Settlement Amount:** Defendants have agreed to pay a Maximum Settlement Liability Amount of \$2,500,000.00 to resolve the Action, which amount shall include all Settlement Awards, Settlement Administrator costs, Class Representative Service Awards, and Attorney Fees and Costs Award to Class Counsel.
- **Amounts to be Paid from the Maximum Settlement Amount:** The Court has tentatively approved certain payments to be made from the Maximum Settlement Liability Amount as described below. These amounts are subject to final Court approval and will be deducted from the Maximum Settlement Liability Amount before Settlement Awards are made to Settlement Class Members who do not request exclusion (“Settlement Class Members”).
- **Settlement Administration Costs:** Payment to the Settlement Administrator, estimated not to exceed \$100,000.00, for administering the Settlement.
- **Attorneys’ Fees and Costs Award:** Payment to Class Counsel of reasonable attorneys’ fees and actual litigation expenses not to exceed \$833,333.33 (one-third of the Maximum Settlement Liability Amount) (the “Attorney Fees and Cost Award”). Class Counsel has been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.
- **Class Representative Service Award:** A Class Representative Service Award that will not exceed seven thousand five hundred dollars (\$7,500.00) to Plaintiff, or such lesser amount as may be approved by the Court, to compensate Plaintiff for services on behalf of the Class Members in initiating and prosecuting the Action, and for the risks he undertook.

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- **Calculation of Payments to Settlement Class Members:** After all the payments of the Court-approved Class Representative Service Award, Attorney Fees and Cost Award, and the Settlement administration costs are deducted from the Maximum Settlement Liability Amount, the amount remaining is the net Settlement Amount. The net Settlement Amount shall be distributed to Settlement Class Members. The submission of a claim form is not required to be paid. The net Settlement Amount shall be paid as described below.

The amount paid to each Settlement Class Member (his/her “Settlement Award”) will be calculated on a pro rata basis to each Class Member, according to each Class Member’s proportionate share of the total potential penalty allegedly owed to the class plus 9% statutory interest.

If the Settlement is approved by the Court and you do not opt out, you will automatically be mailed a check for your Settlement share to the same address as this Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Settlement Administrator to inform them of your correct address to ensure you receive your payment.

- **Tax Matters:** All Settlement Awards will be allocated as non-wages, which will not be subject to wage withholdings and shall be reported on IRS Form 1099.

Each person or entity receiving any payment under this Agreement shall be responsible for reporting and filing any tax returns as required by law as a result of any payment received pursuant to this Agreement. Each person or entity receiving any portion of the Settlement Amount shall be solely responsible for the payment of any and all taxes or other liabilities owed by them for any amounts received. Neither Class Counsel nor Defendants’ Counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

- **Conditions of Settlement:** This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement.

5. What Do I Release Under the Settlement?

Released Claims: As of the date that the Final Judgment in the Action becomes final, Settlement Class Members who do not opt out and timely accept and negotiate their Settlement checks shall release Defendant and all of Defendant’s present and former owners, parents, subsidiaries, affiliates, and joint ventures, and all of its and their owners, shareholders, officers, directors, employees, agents, servants, registered representatives, attorneys, insurers, successors, and assigns, and any other persons acting by through, under, or in concert with any of them, from any and all wage and hour claims, debts, liabilities, demands, obligations, penalties, guarantees, costs, expenses, attorney’s fees, damages, action or causes of action of whatever kind or nature, whether known or unknown, contingent or accrued, that were alleged or that reasonably could have been alleged based on the facts alleged in the Action, including those under any Oregon statute or regulation concerning unpaid overtime, claims for missed meal or rest breaks, claims for liquidated damages, claims for unlawful deductions from wages, claims for conversion of wages, claims for record-keeping violations, late payment and overtime penalties, including claims under ORS Chapters 652 and 653 and OAR Chapter 839 Division 1 and Division 20, as well as any other Oregon wage and hour statute or regulation, through the date the lawsuit was filed and the class period ends, which is April 6, 2021. Excluded from Released Claims are any claims that Plaintiff or Settlement Class Members may have for workers’ compensation benefits, unemployment benefits, vested retirement benefits, or any other similar non-waivable rights.

This means that if you do not timely and formally exclude yourself from the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants and/or any of the other Released Parties about the legal issues resolved by this Settlement. It also means that all of the Court’s orders in this Action will apply to you and legally bind you.

6. Do I need a lawyer?

You do not need your own lawyer. The Court appointed Carl Post and John Burgess as Class Counsel to represent all Class Members in this case. You will not be charged directly for these lawyers. They will be compensated from the Settlement Amount. If you want to be represented by your own lawyer, you may hire one at your own expense. You can contact Class Counsel at:

Carl Post
 John Burgess
 Snyder, Post & Burgess
 1000 SW Broadway, Suite 2400
 Portland, OR 97205
 (971) 442-9303
 carlpost@civilrightsoregon.com
 johnburgess@civilrightsoregon.com

If you have questions about the Settlement or your rights as described in this Notice, you can call (877) 557-7786 for more information. You may also visit the Settlement website at: WalgreenPharmacyServicesSettlement.com.

7. How will the lawyers be paid?

Class Counsel will ask the Court to approve payment of up to \$833,333.33 from the Settlement Amount for attorney's fees and costs incurred to prosecute the case. The fees would compensate Class Counsel for investigating the facts, litigating the case, and negotiating the Settlement. You may object to the request of Class Counsel for Attorney Fees and Costs Award by filing an objection as set forth below.

8. How much will my payment be?

The Settlement Administrator will calculate the amounts of the Settlement Awards, which will be distributed on a pro rata basis based on the total potential alleged penalty. Checks will be mailed to all Settlement Class Members who do not opt out of the Settlement.

9. How can I get a payment?

To get money from the Settlement, you do not have to do anything. A check for your Settlement Award will be mailed automatically to the same address as this Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is:

**Walgreen Pharmacy Services Settlement
 Settlement Administrator
 P.O. Box 4170
 Portland, OR 97208-4170
 Call: (877) 557-7786**

Email: info@WalgreenPharmacyServicesSettlement.com

The Court will hold a hearing on August 4, 2026, at 10:00 a.m. to decide whether to approve the Settlement. If the Court approves the Settlement, and there are no objections or appeals, payments will be mailed within approximately two months after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient.

10. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." If you opt out, you will not receive a Settlement Award, you will not be bound by its terms, and you will not be represented by Class Counsel. You would retain your right to sue the Defendant as to the issues resolved by this Settlement. You have a right to consult with an attorney of your choice.

To opt out, you must submit to the Settlement Administrator, by First-Class Mail, a written, signed, and dated request to opt out postmarked no later than **May 8, 2026**. The request to opt out must state in substance: "I have read the Class Notice, and I wish to opt out of the class action and Settlement of the case *Lemons v. Walgreen Pharmacy Services Midwest, LLC, et al.*" The request to opt out must contain your name, address, signature and the last four digits of your Social Security number for verification purposes. To be valid, the request to opt out must be completed by you and must be submitted timely to the Settlement Administrator. No other person may opt out for a living member of

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the Class. Anyone who submits a timely and valid request to opt out shall not be deemed a Class Member and will not receive any payment as part of this Settlement. The address for the Settlement Administrator is:

**Walgreen Pharmacy Services Settlement
Settlement Administrator
P.O. Box 4170
Portland, OR 97208-4170**

Written requests for exclusion that are postmarked after **May 8, 2026**, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the releases described above.

11. How do I tell the Court that I don't like the Settlement?

Any Settlement Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason may object to the proposed Settlement or to the motion for attorneys' fees, costs and service award, which will be posted for viewing on or before Friday, April 24, 2026, on the Settlement website at: WalgreenPharmacyServicesSettlement.com.

Written objections must state the Class Member's name, current address, telephone number, a description of why you believe the Settlement is unfair, and whether you intend to appear at the Final Settlement Approval Hearing if desired. All objections or other correspondence must also state the name and number of the case, which is *Lemons v. Walgreen Pharmacy Services Midwest, LLC, et al.*, Case No. 3:21-cv-00511-MO. Settlement Class Members may enter an appearance through an attorney at their own expense if the Class Member so desires.

Alternatively, Class Members shall be entitled to be heard at the Final Settlement Approval Hearing (whether individually or through separate counsel) to make an oral objection.

Any written objections must be delivered or mailed to the Settlement Administrator no later than May 8, 2026. The address for the Settlement Administrator is:

**Walgreen Pharmacy Services Settlement
Settlement Administrator
P.O. Box 4170
Portland, OR 97208-4170**

To object to the Settlement, you must not opt out, and if the Court approves the Settlement despite your objection, you will be bound by the terms of the Settlement in the same way as Settlement Class Members who do not object. Any Settlement Class Member who does not object in the manner provided in this Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

12. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Settlement Approval Hearing at 10:00 a.m. on August 4, 2026, at the United States District Court for the District of Oregon, Mark O. Hatfield U.S. Courthouse, 1000 Southwest Third Avenue Portland, Oregon 97204, in Courtroom 16 before District Judge Michael W. Mosman. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval of the Settlement. If there are objections, the Court will consider them. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Settlement Approval Hearing, although any Class Member is welcome to attend the hearing.

13. Will my information be sold or distributed?

NO. Your information is for use in this case only. It will not be sold or distributed.

14. How do I get more information about the Settlement?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the motion for Attorney Fees and Cost Award, the Final Judgment, or other documents by writing to Class Counsel or by going to the Settlement website at WalgreenPharmacyServicesSettlement.com.

Questions? Go to WalgreenPharmacyServicesSettlement.com or call 1-877-557-7786

You can call toll-free (877) 557-7786, email info@WalgreenPharmacyServicesSettlement.com, or write to:

**Walgreen Pharmacy Services Settlement
Settlement Administrator
P.O. Box 4170
Portland, OR 97208-4170**

Or visit the website at WalgreenPharmacyServicesSettlement.com where you will find answers to common questions about the Settlement, plus other information to help you determine whether you are a Class Member and whether you are eligible for a payment.

For a more detailed statement of the case, you may also refer to the pleadings and other papers on file with the Court. Information on how to inspect the Court files through the District Court of Oregon is available at <https://pacer.uscourts.gov/file-case/court-cmecf-lookup/court/ORDC>, calling (503) 326-8000, or by going to the Clerk's Office located at Mark O. Hatfield U.S. Courthouse, 1000 Southwest Third Avenue Portland, Oregon 97204 during regular business hours.

Any questions that you have regarding this notice should be directed to Class Counsel at the above contact information.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your Settlement Award.
- Settlement Awards will be null and void 120 days after issuance if not deposited or cashed. If the check of a Settlement Class Member remains uncashed by the expiration date, the funds from such uncashed checks will be paid *cy pres* to a charity. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

Questions? Go to WalgreenPharmacyServicesSettlement.com or call 1-877-557-7786