

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

A federal court authorized this notice. This is not a solicitation from a lawyer.

- A settlement will provide \$15,000,000 to pay Cash Awards to persons called in 2013 with a prerecorded message referencing MinuteClinic flu shots and a CVS Pharmacy retail coupon, and who were: (1) called on their cell phone, or (2) residing in Illinois at the time of the call. We project that individual Cash Awards will total about **\$35**.
- The prerecorded message that is the subject of this Settlement said:

Hello, this is MinuteClinic calling to let you know flu shots are now available. MinuteClinic is the medical clinic inside your local CVS/pharmacy. We are open 7 days a week, including evening and weekends. No appointment is necessary. We also accept most insurance plans, including Medicare Part B. Plus, you will receive a CVS/pharmacy 20% shopping pass with your flu shot. So why wait. Come in to MinuteClinic today! Please check our website at MinuteClinic.com for our clinic hours near you. Thank you for choosing MinuteClinic.

- The Settlement resolves a lawsuit claiming that CVS Pharmacy, Inc. (“CVS Pharmacy”), MinuteClinic, LLC (“MinuteClinic”) (collectively, “CVS”), and CVS’s vendor West Corporation (“West”) (collectively, “Defendants”) violated the Telephone Consumer Protection Act (“TCPA”), 47 U.S.C. § 227, by making nonconsensual calls to cell phone numbers using an automatic telephone dialing system or an artificial or prerecorded voice, and further violated the Illinois Automatic Telephone Dialers Act (“IATDA”), 815 ILCS 305/1 *et seq.*, by impeding caller identification in calls to cell phone or landline numbers.
- **Your legal rights are affected whether you act or don’t act. Read this notice carefully.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
OBTAIN PAYMENT.	Class Members who received a notice of the Settlement in the mail do not need to do anything further to obtain payment. If you believe you are a Class Member but have not received a notice in the mail, submit a claim for payment by December 2, 2019. Otherwise, you will give up rights without an opportunity for a payment.
EXCLUDE YOURSELF.	If you ask to be excluded, you will get no payment. This allows you to pursue your own lawsuit at your expense against Defendants and other Released Parties about the legal claims in this case.
OBJECT.	Write to the Court about why you do not like the Settlement.
GO TO A HEARING.	Ask to speak in Court about the fairness of the Settlement.

- These rights and options – **and the deadlines to exercise them** – are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement and after any appeals are resolved. Please be patient.

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION..... Page 3

- 1. Why did I get this notice?
- 2. What is this lawsuit about?
- 3. Why is this a class action?
- 4. Why is there a Settlement?

WHO IS IN THE SETTLEMENT..... Page 3

- 5. How do I know if I am part of the Settlement?

THE SETTLEMENT BENEFITS – WHAT YOU GET Page 4

- 6. What does the Settlement provide?
- 7. How much will my payment be?

HOW YOU GET A PAYMENT..... Page 4

- 8. How do I obtain or apply for a payment?
- 9. When would I receive my payment?
- 10. What am I giving up to receive a payment or stay in the Class?

EXCLUDING YOURSELF FROM THE SETTLEMENT..... Page 6

- 11. How do I exclude myself from the Settlement?
- 12. If I don't exclude myself, can I sue Defendants for the same thing later?
- 13. If I exclude myself, can I get money from this settlement?

THE LAWYERS REPRESENTING YOU Page 7

- 14. Do I have a lawyer in this case?
- 15. How will the lawyers and class representative be paid?

OBJECTING TO THE SETTLEMENT..... Page 7

- 16. How do I tell the Court that I do not like the Settlement?
- 17. What is the difference between objecting and excluding/opting-out?

THE COURT'S FAIRNESS HEARING..... Page 8

- 18. When and where will the Court decide whether to approve the Settlement?
- 19. May I speak at the hearing?

IF YOU DO NOTHING Page 9

- 20. What happens if I do nothing at all?

GETTING MORE INFORMATION Page 9

- 21. How do I get more information?

BASIC INFORMATION

1. Why did I get a notice?

If you received a notice in the mail, it is because records in the case indicate that you are a member of the proposed Settlement Class in this Action. Generally, this means that CVS called your phone number in 2013 with a prerecorded message that referenced MinuteClinic flu shots and a CVS Pharmacy retail coupon, and at the time of the call, either: (1) your phone number was assigned to a cellular telephone service, or (2) you were an Illinois resident. If you are a member of the Settlement Class, then your rights will be affected under the proposed Settlement.

2. What is this lawsuit about?

Plaintiff Kearby Kaiser, on behalf of himself and a class of purportedly similarly situated people, alleges that Defendants violated the Telephone Consumer Protection Act (“TCPA”), 47 U.S.C. § 227, by causing autodialed, prerecorded calls to be made to consumers’ cell phones, and that Defendants’ calls further violated the Illinois Automatic Telephone Dialing Act (“IATDA”), 815 ILCS 305/1 *et seq.*, by impeding caller identification to landline and cellular telephone numbers. The calls at issue were made in relation to MinuteClinic’s 2013 flu shot reminder campaign.

Defendants expressly deny that they did anything wrong or that this case is appropriate for treatment as a class action outside of the settlement context. Defendants generally deny the allegations in the lawsuit.

3. Why is this a class action?

In a class action, one or more people called Class Representatives (in this case, Plaintiff Kaiser) sue on behalf of people who have similar claims. All these people are a class or class members. One court resolves the issues for all class members, except for those who exclude themselves from the class. Judge John Z. Lee is in charge of this class action.

4. Why is there a Settlement?

The Court did not decide in favor of either side; both sides agreed to this Settlement instead of going to trial. That way, they avoid the significant cost of a trial, and the people affected will get compensation. The Class Representative and the attorneys think the Settlement is best for all Settlement Class Members.

WHO IS IN THE SETTLEMENT

5. How do I know if I am part of the Settlement?

The Settlement provides certain relief for the Settlement Class. The “Settlement Class” means the persons on the Class List. For self-identification purposes, the Class List may be described as:

All persons in the United States whom CVS called using an unattended message in MinuteClinic's 2013 flu shot reminder campaign that offered a CVS Pharmacy retail coupon, where: (1) the call was made to a cell phone number, or (2) the person was an Illinois resident.

There are 233,079 unique phone numbers on the Class List.

If you received a notice in the mail, records indicate that you are a member of this Settlement Class. If you have questions about whether you are a Settlement Class Member, or are still not sure whether you are included, you can call 1-866-828-2348 or visit www.FluShotTCPA.com for more information.

THE SETTLEMENT BENEFITS – WHAT YOU GET

6. What does the Settlement provide?

Defendants have agreed to create a Settlement Fund of \$15,000,000. This amount will be divided among all Settlement Class Members who send in a valid Claim Form or for whom a valid address can otherwise be identified, after the costs of notice and administration, attorney's fees and costs/expenses, and any incentive award to the Class Representative have been deducted.

7. How much will my payment be?

If the Settlement is approved as requested, it is estimated that each Class Member may receive approximately \$35, but that amount could go up or down substantially based upon the number of valid claims and the Court's decision as to the monetary terms of the Settlement.

HOW YOU GET A PAYMENT

8. How do I obtain or apply for a payment?

If you received a notice of the Settlement in the mail, you are not required to take any action to obtain payment; a Cash Award check will be automatically mailed to you at that address after the Funding Date if the Court approves the Settlement.

If you did not receive a notice in the mail but believe that you are a Settlement Class Member, you must send in a valid Claim Form to the Settlement Administrator, who will verify your claim. You can obtain a Claim Form online at www.FluShotTCPA.com or by calling the Settlement Administrator at 1-866-828-2348 and requesting that a Claim Form be mailed to you. Read the instructions carefully, fill out the form, include all the information the form asks for, sign it, and mail it postmarked no later than **December 2, 2019**. Alternatively, you may submit a claim online at www.FluShotTCPA.com, so long as it is submitted no later than **December 2, 2019**.

9. When would I receive my payment?

Judge Lee will hold a hearing on **Thursday, January 30, 2020**, to decide whether to approve the Settlement. Judge Lee may approve the Settlement at the hearing or he may take some additional time to reach that decision, which may then be subject to an appeal to a higher court. It is always uncertain when such appeals can be resolved, and resolving them can take time, perhaps more than a year; hopefully much sooner. Please be patient.

10. What am I giving up to receive a payment or stay in the Class?

Unless you exclude yourself, you are staying in the Settlement Class. If you stay in the Class, then you cannot sue, continue to sue, or be part of any other lawsuit against MinuteClinic, CVS, West, or any other Released Parties for similar claims that happened in the past. The exact release is available in the Settlement Agreement, which is posted at www.FluShotTCPA.com.

However, the Settlement's release generally provides that, upon the Effective Date, Plaintiff and the Settlement Class Members who have not opted out or been otherwise excluded from the Settlement Class, and those claiming through them, shall be deemed to have fully and finally released and discharged the Released Parties from any and all liability for the Released Claims.

- “Released Parties” means Defendants [CVS Pharmacy, Inc., MinuteClinic, LLC, and West Corporation] and each of their respective past, present, and future parents, subsidiaries, holding companies, affiliated companies and corporations, and each of its and their respective past, present, and future directors, officers, managers, employees, general partners, limited partners, principals, agents, employees, insurers, reinsurers, shareholders, members, attorneys, advisors, representatives, predecessors, successors, assigns, and legal representatives.
- “Released Claims” means liability for any and all Telephone Consumer Protection Act or state analog (including, but not limited to, the Illinois Automatic Telephone Dialers Act) claims, causes of action, suits, obligations, debts, demands, agreements, promises, liabilities, damages, losses, controversies, costs, expenses and attorneys’ fees of any nature whatsoever, whether based on any federal law, state law, common law, territorial law, foreign law, contract, rule, regulation, any regulatory promulgation (including, but not limited to, any opinion or declaratory ruling), common law or equity, whether known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, liquidated or unliquidated, punitive or compensatory, that exist as of the date of the Preliminary Approval Order, arising out of MinuteClinic’s or CVS Pharmacy’s (or West’s operating on either CVS Pharmacy’s or MinuteClinic’s behalf) telephonic contact of Settlement Class Members, or alleged impediment of caller identification during such calls, during the Class Period [i.e., May 20, 2010, until September 18, 2013].

It also means that all of the Court’s orders will apply to you and legally bind you. This is true whether or not you submit a Claim Form, although you won’t get any money unless you submit a Claim Form or a valid address for you is otherwise identified. If you were to file your own lawsuit with regard to the claims at issue, you could potentially recover between \$500 and \$1,500 per

violation plus injunctive relief under the Telephone Consumer Protection Act, and/or \$500 per violation plus costs and attorneys' fees and up to three times actual damages under the Illinois Automatic Telephone Dialers Act. However, in that case, Defendants would assert any and all defenses available to them in such a suit.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want a payment from this Settlement, and you want to keep the right to sue or continue to sue MinuteClinic, CVS or West on your own about the legal issues in this case, then you must take steps to exclude yourself from the Settlement – also referred to as opting out of the Class.

11. How do I exclude myself from the Settlement?

To exclude yourself from the Settlement, you must send a letter that states you want to be excluded from the Settlement Class in *Lowe v. CVS Pharmacy, Inc.*, No. 1:14-cv-03687 (N.D. Ill.). Be sure to include your full name, address, and telephone number. The exclusion request must also include your signature or, in the case of a person in the Settlement Class who is deceased or incapacitated, the signature of the legally authorized representative of such person. **You must mail your exclusion request postmarked no later than November 1, 2019, to:**

Flu Shot TCPA Settlement
Settlement Administrator
P.O. Box 173001
Milwaukee WI 53217

If you ask to be excluded, you will not get any Cash Award, and you cannot object to the Settlement. You will not be legally bound by anything that happens in this lawsuit. You may be able to sue (or continue to sue) CVS, West, and any other Released Parties in the future.

12. If I don't exclude myself, can I sue Defendants for the same thing later?

No. Unless you exclude yourself, you give up any right to sue CVS Pharmacy, MinuteClinic, West, and related companies and other Released Parties for the claims that this Settlement resolves. If you have a pending lawsuit that may relate to the claims being released as part of this class settlement, you should speak to your lawyer in that case immediately. You must exclude yourself from this Class to continue your own lawsuit. Remember, the exclusion deadline is **November 1, 2019**.

13. If I exclude myself, can I get money from this Settlement?

No. If you exclude yourself, you cannot receive money from this Settlement. But, if you exclude yourself from this Settlement, you may sue, continue to sue, or be part of a different lawsuit against Defendants and other Released Parties based on the legal issues in this case.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

The Court appointed Alexander H. Burke and Daniel J. Marovitch of Burke Law Offices, LLC, Matthew P. McCue of the Law Office of Matthew P. McCue, Edward A. Broderick of Broderick Law, P.C., and Brian K. Murphy of Murray Murphy Moul Basil LLP, to represent you and other Settlement Class Members. These lawyers are called Class Counsel. You will not be charged for these lawyers; they will be compensated as part of the Settlement. If you want to be represented by your own lawyer, you may hire one at your own expense.

15. How will the lawyers and class representative be paid?

Class Counsel will ask the Court to approve payment of up to one-third of the total Settlement Fund, or \$5,000,000, in attorneys' fees for investigating the facts, litigating the case, and negotiating the Settlement. Class Counsel will also seek their out-of-pocket costs expended in association with this matter (estimated to be no more than \$450,000), and an award of \$15,000 to Plaintiff Kaiser for his services as Class Representative. The Court may award less than these amounts. Defendants have not taken any position as to these anticipated award requests. These payments, along with the costs of administering the Settlement, will be deducted from the Settlement Fund.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the Settlement or some part of it.

16. How do I tell the Court that I do not like the Settlement?

If you are a Settlement Class Member, you can object to the Settlement if you do not like any part of it (which can be done confidentially pursuant to the terms of the Settlement Agreement). You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must send a letter to the Settlement Administrator, saying that you object to the proposed Settlement in *Lowe v. CVS Pharmacy, Inc.*, No. 1:14-cv-03687 (N.D. Ill.). You must include each of the following: (1) your full name, address, telephone number, and the telephone number(s) called by or on behalf of MinuteClinic (if different), (2) whether the objection applies only to you, to a specific subset of the Class, or to the entire Class, (3) the specific grounds for the objection, and a detailed statement of the factual and legal basis for such objections, (4) the identities and contact information for any counsel representing you in relation to the case or objection, (5) the identity of all witnesses, including the witness's name and address, and a summary of such witness's proposed testimony, whom you may call to testify at the Final Approval Hearing, along with the description and production of copies of all evidence you may offer at the Final Approval Hearing, and (6) whether you and/or your attorney intend to appear at the Final Approval Hearing. The objection must also include your actual written signature. **Your objection to the Settlement must be postmarked no later than November 1, 2019.**

The objection must be sent to:

By Mail:

Flu Shot TCPA Settlement
Settlement Administrator
P.O. Box 173082
Milwaukee WI 53217

Any attorney of an objecting Settlement Class Member who intends to appear at the Final Approval Hearing must enter a written Notice of Appearance of Counsel with the Clerk of the Court no later than **November 1, 2019**, and shall include the full caption and case number of each previous class action case in which such counsel has represented an objector.

17. What is the difference between objecting and excluding/opting-out?

Objecting is simply telling the Court that you do not like something about the Settlement. You can only object if you stay in the Settlement Class. Excluding yourself or “opting out” is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT’S FAIRNESS HEARING

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

The Court will hold a hearing to decide whether to approve the Settlement. This Final Approval Hearing will be held at 2:30 p.m., on Thursday, January 30, 2020, at the Everett McKinley Dirksen United States Courthouse, 219 South Dearborn Street, Chicago, IL 60604, in Courtroom 1225. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and whether to award attorneys’ fees, costs/expenses, and incentive award as described above, and in what amounts. If there are objections, the Court will consider them.

At or after the hearing, the Court will decide whether to approve the Settlement. We do not know how long it will take the Court to issue its decision. It is not necessary for you to appear at this hearing, but you may attend at your own expense. To keep track of what is happening in the settlement proceedings, please regularly visit www.FluShotTCPA.com. Court documents and updates will be posted at that site.

19. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you send a letter to the Settlement Administrator saying that you object to the proposed Settlement and that you intend to appear (either on your own behalf or through counsel) at the Final Approval Hearing in *Lowe v. CVS Pharmacy, Inc.*, No. 1:14-cv-03687 (N.D. Ill.). Be sure to include your full name, address, telephone number, the reasons you object to the Settlement and, if applicable, the full name, address and telephone number of your counsel. Objection requirements are more fully described in Paragraph 16, above. **Your letter must be postmarked no later than November 1, 2019.** You cannot speak at the hearing if you excluded yourself.

IF YOU DO NOTHING

20. What happens if I do nothing at all?

If you do nothing, and you have received a notice in the mail regarding the Settlement, then you will be automatically mailed a Cash Award after the Settlement's Effective Date. However, if you do nothing, and you have not received a notice in the mail regarding the Settlement but believe you are a Settlement Class Member, then you will not receive a payment. To receive a payment in that instance, you must submit a Claim Form. Unless you exclude yourself, you cannot start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendants about the legal issues in this case, ever again.

GETTING MORE INFORMATION

21. How do I get more information?

This notice summarizes the proposed Settlement. More details are in a Settlement Agreement. You can get a copy of the Settlement Agreement by writing to Flu Shot TCPA Settlement Administrator, P.O. Box 173082, Milwaukee WI 53217, or by visiting www.FluShotTCPA.com.

You can call 1-(866) 828-2348, toll-free; write to Flu Shot TCPA Settlement Administrator, P.O. Box 173082, Milwaukee WI 53217; or visit www.FluShotTCPA.com, where you will find answers to common questions about the Settlement, a claim form, plus other information to help you determine whether you are a Settlement Class Member and whether you are eligible for a payment.