

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS

YOU ARE RECEIVING THIS NOTICE BECAUSE YOU APPLIED FOR EMPLOYMENT WITH WALGREEN CO. (“WALGREENS”) AND WALGREENS OBTAINED A BACKGROUND REPORT AND MAY HAVE DENIED YOU EMPLOYMENT BASED ON THAT REPORT BETWEEN MARCH 30, 2020 AND MAY 17, 2022.

YOU ARE ELIGIBLE FOR A CASH PAYMENT FROM A CLASS ACTION SETTLEMENT.

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

- A settlement will provide monetary relief to pay claims to persons who applied for a job with Walgreens and may have been denied employment based in whole or in part on a background check (consumer report).
- The settlement resolves a lawsuit that alleges violations of the Federal Fair Credit Reporting Act (“FCRA”) with respect to how Walgreens notified applicants that they were denied employment due to information in their background checks (consumer reports). Walgreens denies that it violated the FCRA in any way. The settlement avoids costs and risks to you from continuing the lawsuit; pays money to persons like you; and releases Walgreens from liability.
- The proposed Settlement Class includes “any applicant for employment with Walgreens, who, between March 30, 2020 and May 17, 2022, (i) was rejected from employment due to the results of a criminal background check, and (ii) received one or both of the Disposition Emails between the date on which they received a pre-adverse action notice and the date on which they received a final adverse action notice.”
- You may be eligible for a cash payment of:
 - (1) an amount up to \$100.00 because Walgreens disqualified you from employment between March 30, 2020 and May 17, 2022 and sent you one or both of the Disposition Emails before you received a final adverse action notice; and/or
 - (2) an additional amount of up to \$818.28 (subject to the amount of claims received in excess of 50%) **if** you intended to contact Walgreens to explain the circumstances of any information in your background check or would have disputed whether information was accurate or complete, but did not do so because you received a Disposition Email before you had an opportunity to contact Walgreens.
- Your legal rights are affected whether you act or don’t act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
DO NOTHING	If the Court approves the settlement, the payments described in this notice under (1) above will be sent to you automatically. You will not be able to sue Walgreens for claims arising from the same facts alleged in this case.
FILE A CLAIM FORM	You must file a valid claim to receive the additional amount described in this notice under (2) above. If the Court approves the settlement, the payments described in this notice under (2) will be sent to you if you file a valid claim form on or before Thursday, May 23, 2024. The claim form is included with this Notice.
EXCLUDE YOURSELF	Get no payment. This is the only option that allows you to ever be part of any other lawsuit against Walgreens 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.

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BASIC INFORMATION

1. Why did I get this notice package?

You received this notice because the records of Walgreens show that you applied for a job at Walgreens and may have been denied employment based in whole or in part on a background check between March 30, 2020 and May 17, 2022.

The Court sent you this notice because you have a right to know about a proposed settlement of a Class Action lawsuit, and about your options, before the Court decides whether to approve this Settlement. If the Court approves the Settlement and after objections and appeals are resolved, a settlement administrator will distribute the benefits the Settlement allows.

This package explains the lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of the case is the United States District Court for the Northern District of Illinois, and the case is known as *Helwig v. Walgreen Co., et al.*, Case No. 1:22-cv-01670. The person who sued is called the Plaintiff, and the company he sued, Walgreens, is called the Defendant.

2. What is this lawsuit about?

This lawsuit alleges that Walgreens did not comply with the Fair Credit Reporting Act in the manner in which it notified job applicants that they were disqualified from employment due to the background check. If you are a Class Member, Walgreens denied you from employment based on the results of your background check and sent you one of the Disposition Emails. The suit alleges that Walgreens violated a federal law – the FCRA – by sending you one of the Disposition Emails too soon after you received a copy of your background check report from one of Walgreens’s background check vendors.

Walgreens disputes the allegations, denies all liability in this case, and takes the position that its processes complied with the FCRA. No court has found that Walgreens violated the law in any way. No court has found that the Plaintiff could recover any amount in this litigation. Although the Court has authorized Notice to be given of the proposed Settlement, this Notice does not express the opinion of the Court on the merits of the claims or defenses asserted by either side in the lawsuit.

3. Why is this a class action?

In a class action, one or more people called Class Representatives (in this case David Helwig), sue on behalf of people who have similar claims. Collectively these people are called a Class or Class Members. One court resolves the issues for all Class Members, except for those who exclude themselves from the Class. U.S. District Judge John F. Kness is in charge of this class action.

4. Why is there a settlement?

The Court did not decide in favor of the Plaintiff or Walgreens. The Plaintiff thinks he could have won at trial. Walgreens thinks the Plaintiff would not have won at trial. But there will be no trial. Instead, both sides agreed to a settlement. In addition, both sides agree that Walgreens is not admitting any liability or that Walgreens did anything wrong. That way, both sides avoid the cost and risk of a trial.

WHO IS IN THE SETTLEMENT?

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

You are a member of this Settlement Class because Walgreens denied you employment on or after March 30, 2020 through May 17, 2022 (“Class Period”) because of information in your background check report and sent you one or both of the Disposition Emails before you received a final adverse action notice.

Specifically, for the purposes of settlement only, the Court has provisionally certified one Class defined as follows:

1. Preliminary Settlement Class:

Any applicant for employment with Walgreens, who, during the Class Period, was rejected from employment due to the results of a criminal background check and received one or both of the Disposition Emails between the date on which

they received a pre-adverse action notice and the date on which they received a final adverse action notice, but specifically does not include those individuals who timely opt-out of the Settlement.

THE SETTLEMENT BENEFITS—WHAT YOU GET?

6. What does the settlement provide and what is the amount of my payment?

Walgreens has agreed to pay a maximum of \$2,250,000.00 (the “Common Fund”) to settle all claims presented by this Lawsuit.

You are a member of the Preliminary Settlement Class and are entitled to an automatic payment of \$100.00. Additionally, **if you submit a valid claim form**, you will receive an additional payment of up to \$881.28. If the claims rate exceeds 25%, i.e., if more than 25% of the Class Members submit a valid claim form, your additional payment will be reduced on a pro rata or proportional basis. The least you will receive is \$455.34 if all Class Members submit a valid claim form.

HOW DO YOU GET A PAYMENT?

7. How can I get a payment?

If you do nothing, you will automatically receive the \$100.00 payment for the Preliminary Settlement Class. To receive the additional eligible payment, you will need to submit a valid claim form. The claim form is included with this Notice and can be submitted via regular mail or via the Settlement Website (www.walgreensfcrsettlement.com). **You must submit your claim form by Thursday, May 23, 2024.**

8. When would I get my payment?

The Court will hold a hearing on Wednesday, June 5, 2024, at 1:30 p.m. to decide whether to approve the settlement. If the Court approves the settlement after that, there may be appeals. It’s always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. Everyone will be informed of the progress of the settlement. Please be patient.

9. What am I giving up to get a payment or stay in the Class?

Unless you exclude yourself, you are staying in the class, and that means that you can’t sue, continue to sue, or be part of any other lawsuit against Walgreens about the legal issues in this case. It also means that all of the Court’s orders will apply to you and legally bind you.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don’t want a payment from this settlement, but you want to keep the right to sue or continue to sue Walgreens on your own about the legal issues in this case, then you must take steps to get out. This is called excluding yourself—or is sometimes referred to as opting out of the Settlement Class.

10. How do I opt out of the settlement?

If you intend to exclude yourself from being a Class Member, you must mail a written, signed statement to the Settlement Claims Administrator at the address below stating, “I opt out of the *Helwig v. Walgreens* settlement,” and include your name, address, and telephone number (the “Opt-out Statement”). To be effective, the Opt-out Statement must be mailed to the Settlement Claims Administrator and postmarked by Thursday, May 23, 2024.

Helwig v Walgreen, c/o Settlement Administrator, PO Box 23369, Jacksonville, FL 32241

If you opt out, you will not get any settlement payment, and you cannot object to the settlement. If you do not opt-out within the time limit set forth above, you will be bound by the terms of the Settlement Agreement.

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

No. Unless you exclude yourself, you give up any right to sue Walgreens for the claims that this settlement resolves. If you have a pending lawsuit, 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 Thursday, May 23, 2024.

12. If I exclude myself, can I get money from this settlement?

No. If you exclude yourself, you will not receive any money from this settlement.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in this case?

The Court appointed the law firm of Dooley, Gembala, McLaughlin & Pecora Co., LPA to represent you and other Class Members. These lawyers are called Class Counsel. You will not be charged directly for these lawyers. They will be compensated from the Common Fund. If you want to be represented by your own lawyer, you may hire one at your own expense.

14. How will the lawyers be paid?

Class Counsel will ask the Court to approve payment of \$750,000.00 from the Common Fund for attorney's fees incurred to prosecute the case. This payment does not affect the amount of the payment(s) to Class Members. The fees would compensate Class Counsel for investigating the facts, litigating the case, and negotiating the settlement. Class Counsel will also ask the Court to approve payment of its litigation expenses and a service award payment up to \$15,000.00 to David Helwig for his service as Class Representative. These expenses will be paid from the Common Fund.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you don't agree with the settlement or some part of it.

15. How do I tell the Court that I do not like the settlement?

If you're a Class Member, you can object to the settlement if you don't like any part of it. 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 or email saying that you object to *Helwig v. Walgreens*. Be sure to include your name, address, telephone number, email address, your signature, and the reasons you object to the settlement. Mail the objection to the Settlement Administrator, *Helwig v Walgreen*, c/o Settlement Administrator, PO Box 23369, Jacksonville, FL 32241 no later than Thursday, May 23, 2024.

16. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you don't like something about the settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you don't want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the settlement. You may attend and you may ask to speak, but you don't have to.

17. When and where will the Court decide to approve the settlement?

The Court will hold a Fairness Hearing on Wednesday, July 23, 2024, at 1:30 p.m. at the United States District Court for the Northern District of Illinois, Eastern Division, Everett McKinley Kirksen United States Courthouse, 219 South Dearborn Street, Chicago, Illinois 60604. At this hearing the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will listen to people who have

asked to speak at the hearing. The Court may also decide how much to pay to Class Counsel. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take.

18. Do I have to come to the hearing?

No. Class Counsel will answer questions the Court may have, but you are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you submitted your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

19. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your "Notice of Intention to Appear in *Helwig v. Walgreens*". Be sure to include your name, address, telephone number, and your signature. Your Notice of Intention to Appear must be postmarked no later than Thursday, May 23, 2024 and be sent to the Clerk of the Court at the address listed in Question 17 above. 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, you will receive only the \$100.00 payment listed above, and you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Walgreens about the legal issues in this case, ever again. You must submit a valid claim form to receive both payments listed above.

GETTING MORE INFORMATION

21. Are there more details about the settlement?

This notice summarizes the proposed settlement. More details are in the Stipulation of Settlement. You can get a copy of the Stipulation of Settlement by writing to the Settlement Administrator at Helwig v Walgreen, c/o Settlement Administrator, PO Box 23369, Jacksonville, FL 32241 or info@walgreensfcrasettlement.com or by visiting www.walgreensfcrasettlement.com.

22. How do I get more information?

You can call 1-866-473-1054 toll free; write to Helwig v Walgreen, c/o Settlement Administrator, PO Box 23369, Jacksonville, FL 32241 or info@walgreensfcrasettlement.com; or visit the website at www.walgreensfcrasettlement.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.