

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

STACEY SEARS, JOEL AGUILERA, and
AMBER SMITH, Individually and for Others
Similarly Situated

v.

WELLOW URGENT CARE, P.C.

Case No. 1:23-CV-03544

Jury Trial Demanded

FLSA Collective Action
Rule 23 Class Action

«FirstName» «LastName» «BusinessName»
«Address1» «Address2»
«City», «State» «Zip»-«ZipDPC3»

«ID» «SIMID»
to print

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

If you have been employed as a nonexempt hourly employee, and/or have worked in another nonexempt position at a corporate-owned WellNow Urgent Care during the dates specified below, you may be entitled to compensation from a Class Action Settlement. Please read this notice carefully.

A federal court authorized this notice. You are not being sued. This is not a solicitation from a lawyer.

Your legal rights may be affected. You have a choice to make now:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
RETURN THE CLAIM FORM	If you return a Claim Form, you will remain part of the case and receive a settlement payment, subject to applicable taxes and withholdings. You will release claims under the Fair Labor Standards Act, and potentially certain state law claims.
DO NOTHING	If you do not return the Claim Form, but you do not exclude yourself, you will remain part of the case, but you will receive no payment. You will also release certain claims under state law, but not Fair Labor Standards Act claims.
EXCLUDE YOURSELF	If you do not wish to give up your claims or receive a payment, you must exclude yourself by following the instructions in Paragraph IV below. This is the only option that allows you to bring your own lawsuit or be part of any other lawsuit against WellNow Urgent Care, P.C., for the claims covered by this settlement. <i>If you exclude yourself from the settlement, you will not be entitled to receive any payment from the settlement fund.</i>
OBJECT	Write to the Court about why you disapprove of the settlement. If you exclude yourself from the settlement, you may not object. If you object in writing, you may also ask to speak in Court about the fairness of the settlement. You may only appear in Court to

	speak about the fairness of the settlement if you file a timely written objection to the settlement and if you do not exclude yourself from the settlement.
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I. Background of the Case

Plaintiffs Stacey Sears, Joel Aguilera, and Amber Smith (“Named Plaintiffs”) filed claims in the United States District Court for the Northern District of Illinois against WellNow Urgent Care, P.C. (“WellNow” or “Defendant”), alleging violations of the Fair Labor Standards Act (“FLSA”) and the state wage and hour laws of Illinois, New York, and Pennsylvania. The lawsuit is entitled *Sears et al., v. WellNow Urgent Care, P.C.*, Case No. 1:23-CV-03544 (N.D. Ill.) and was filed on June 6, 2023. After extensive negotiations, including formal mediation, the Parties reached an agreement to settle this matter, subject to Court approval.

This settlement (the “Settlement”) represents a compromise and settlement of highly disputed claims in the Class Action Litigation. Defendant denies all the claims asserted in the Class Action Litigation, denies any and all liability or wrongdoing of any kind associated with any of the facts or claims alleged in the Class Action

Litigation, and make no concessions or admissions of wrongdoing or liability of any kind whatsoever. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the Named Plaintiffs' or any of the class claims alleged in the Class Action Litigation have merit or that they have any liability to the Class Members on those claims.

II. Summary of the Settlement

1. Who is included in the Settlement?

If you are receiving this Notice, you are a Class Member who is entitled to participate in the Settlement. You are a Class Member because Defendant's records reflect that you worked at WellNow as an Hourly Employee (defined as a non-exempt, hourly employee with direct patient care duties) in one or more of the following circumstances:

- In New York during the applicable New York Class Period, from June 6, 2017, through the Preliminary Approval Date;
- In Illinois during the applicable IMWL Class Period, from June 8, 2023, through the Preliminary Approval Date;
- In Illinois (clocked out for a meal break and/or subject to time rounding) during the applicable IWPCA Class Period, from June 8, 2016, through the Preliminary Approval Date; or
- In Pennsylvania during the applicable Pennsylvania Class Period, from June 8, 2023, through the Preliminary Approval Date.

2. What may you be entitled to receive in the Settlement?

Defendant has agreed to pay a total of up to \$1,640,000.00 (hereafter the "Gross Settlement Fund") to settle this Class Action Litigation. If you timely and properly complete and return the Claim Form, as described in Section 4 below, you will be eligible to receive a specified share of the Gross Settlement Fund, less certain deductions described below, based on a formula approved by the Court. Amounts that are not claimed by Class Members and are not necessary to cover expenses and fees associated with the Class Action Litigation and/or the Settlement will be returned to Defendant.

The following adjustments will be made to the \$1,640,000.00 amount prior to distribution of the settlement funds to Class Members and Opt-in Plaintiffs:

- **Service payments to the Named Plaintiffs:** If the Court approves such payments, a total of \$15,000 in Service Payments will be made as set forth in Section 5 below. These payments are made because the Named Plaintiffs provided service to the Class by helping Class Counsel to formulate claims, providing declarations, and/or providing deposition testimony. The payments outlined in this paragraph are separate from and in addition to the shares of the settlement fund that these individuals may be eligible to receive as Class Members or Opt-in Plaintiffs.
- **Administration Costs:** If the Court approves such payment, the Administration costs, which covers costs incurred in administering the claims process and distributing settlement checks to Class Members and Opt-in Plaintiffs, will be paid out of the settlement.
- **Attorneys' Fees and Costs:** Class Counsel will apply to the Court for attorneys' fees as set forth in Section 6 below not to exceed thirty-five percent (35%) of the Gross Settlement Fund, plus

reasonable costs. These fees request will be requested based on the amount of time Class Counsel spent in pursuing this case on behalf of the Class Members, the risks that Class Counsel took that no fees would ever be recovered, and the result achieved for the class. In litigating this matter, Class Counsel has conducted extensive investigation and prosecution of this case, including, but not limited to, interviewing dozens of workers, reviewing thousands of documents produced by Defendant, defending depositions of Hourly Employees, reviewing deposition transcripts, reviewing and analyzing payroll data, filing motions for conditional certification under 29 U.S.C. § 216(b), and participating in mediation and multiple settlement conferrals. Class Counsel will also apply for an amount to reimburse Class Counsel for actual out-of-pocket expenses paid by Class Counsel to litigate this case. These expenses included copying charges, deposition transcripts, mediation expenses, and similar litigation expenses.

- Taxes: The state and federal payroll taxes imposed by applicable law will be paid out of the settlement.

The remaining amount (the “Net Settlement Fund”) will be distributed according to the method set forth below:

Each Class Member and Opt-in Plaintiff’s share of the Net Settlement Fund will be determined by the Claims Administrator on a points system as described below.

- Opt-in Plaintiffs shall be assigned two (2) points for each pay period during which they worked as an Hourly Employee at a WellNow Location between June 6, 2020, and the Preliminary Approval Date.
- Members of the New York Class shall be assigned one (1) point for each pay period during which they worked as an Hourly Employee at a WellNow Location in New York during the applicable Class Period.
- Members of the IMWL Class who are not also Opt-in Plaintiffs shall be assigned one (1) point for each pay period during which they worked as an Hourly Employee at a WellNow Location in Illinois during the applicable Class Period.
- Members of the IWPCA Class who are not also Opt-in Plaintiffs shall be assigned one (1) point for each pay period during which they worked as an Hourly Employee at a WellNow Location in Illinois during the applicable Class Period.
- Members of the Pennsylvania Class who are not also Opt-in Plaintiffs shall be assigned one (1) point for each pay period during which they worked as an Hourly Employee at a WellNow Location in Pennsylvania during the applicable Class Period.

To calculate the portion of the Net Settlement Fund that shall be apportioned to each Class Member and/or Opt-in Plaintiff, the Claims Administrator shall (i) determine the sum of the total number of points for all Opt-in Plaintiffs and/or Class Members; (ii) divide the Net Settlement Fund by the sum calculated in subsection (i) of this Paragraph to find the amount allocated to each point; and (iii) multiply the amount allocated to each point by the number of points assigned to each Class Member and/or Opt-in Plaintiff to determine such Class Member’s and/or Opt-in Plaintiff’s Allocated Amount.

For purposes of your personal allocation, Defendant’s records reflect that you worked as an Hourly Employee in a WellNow corporate-owned location for «MERGED_PayPeriods_CALC» pay periods. Based on your pay periods, and the formula described above, you are entitled to receive approximately

\$«MERGED_EstSettAmnt_CALC», half of which is subject to applicable employment taxes and withholding. The foregoing amount is an estimate, and the amount that you actually receive may be higher or lower than the estimate because of numerous factors.

3. When will you get paid?

You will be paid your Settlement Payment ONLY if you complete the attached Claim Form, timely return the attached Claim Form, and after final Court approval of the Settlement and all rights to appeal or review are exhausted or any appeal or review has been resolved in favor of the Settlement. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. Please be patient.

You must deposit your Settlement Payment no later than 150 days after it is mailed to you.

4. How can you get a payment?

The Claim Form is attached to this notice. The Claim Form may be returned by mail, in the enclosed self-addressed postage paid envelope. The Claim Form may also be scanned and emailed to the Claims Administrator. In order to receive a payment, you must complete and sign the Claim Form and submit the Claim Form so that it is postmarked or otherwise received by the Claims Administrator no later than November 25, 2026.

If you misplace the enclosed envelope, you can mail your Claim Form to the following address:

Sears et al. v. WellNow Urgent Care, P.C.
c/o Simpluris, Inc.
P.O. Box 26170, Santa Ana, CA 92799

5. What claims are being released?

If you do not exclude yourself from the Settlement as described in Paragraph IV below, you will release, on behalf of yourself and each of your heirs, representatives, successors, assigns, and attorneys, fully, finally, and forever settle any state law claims asserted in the Third Amended Class Action Complaint, including but not limited to any claims for alleged failure to pay the minimum wage, failure to pay overtime wages, unlawful deductions, unlawful withholdings, failure to pay uniform maintenance, failure to pay spread of hours pay, wage notice violations, wage statement violations, time rounding violations, regular rate violations, failure to include non-discretionary bonuses or shift differentials in the regular rate of pay, failure to pay all wages due upon termination of employment, failure to provide meal breaks, failure to provide rest breaks, failure to timely pay wages, or tip misappropriation under the laws of the states of Illinois, New York, and Pennsylvania, including without limitation the New York Labor Law, the Illinois Minimum Wage Law, the Illinois Wage Payment and Collection Act, the Pennsylvania Minimum Wage Act, and the Pennsylvania Wage Payment and Collection Law, and any claim for liquidated or multiple damages, penalties, restitution, interest, attorneys' fees or costs, declaratory relief, equitable relief, or injunctive relief for any such claims during the time period covered by the settlement.

In addition to the claims described above, if you submit a Claim Form you will release, on behalf of yourself and each of your heirs, representatives, successors, assigns, and attorneys, shall have, fully, finally, and forever settled and released all claims asserted in the Third Amended Class Action Complaint under the Fair Labor Standards Act, including, but not limited to any claims for alleged failure to pay minimum wage or overtime wages, unlawful deductions, unlawful withholdings, failure to pay uniform maintenance, failure to pay all spread of hours pay, wage notice violations, wage statement violations, failure to pay all wages due upon termination of employment, failure to provide meal breaks, failure to provide rest breaks, or tip misappropriation, and any claim for liquidated damages, interest, attorneys' fees or costs, declaratory relief, equitable relief, or injunctive relief for any such claim during the time period covered by the settlement.

III. Objecting to the Settlement

You may tell the Court you do not like the Settlement or some aspect of the Settlement. You can give reasons why you think the Court should not approve it. To object, you must send a letter via U.S. Mail containing the words “I object to the WellNow Class Action settlement” and setting forth the reasons for the objection. Your objection must also contain: (1) a notice of intent to appear at the Final Fairness Hearing, if you intend to appear; (2) a statement of the objection(s) being asserted and a description of the basis for the objection(s); (3) your full name, address, and the calendar years during which you performed work for Defendant as an Hourly Employee; (4) a list of any witnesses who you will call at the Fairness Hearing, if you intend to call witnesses; (5) copies of all exhibits you intend to offer at the Fairness Hearing, if you intend to offer exhibits.

To object, you must (i) mail a written notice of objection to:

Clerk of Court
UNITED STATES DISTRICT COURT, NORTHERN DISTRICT OF ILLINOIS,
Everett McKinley Dirksen United States Courthouse
219 South Dearborn Street
Chicago, IL 60604
(312) 435-5670

AND (ii) mail copies of your notice of objection to:

CLASS COUNSEL

Michael A. Josephson / Andrew W. Dunlap
Josephson Dunlap, LLP
5847 San Felipe, Suite 2400
Houston, Texas 77057

Douglas M. Werman / Maureen A. Salas
Werman Salas P.C.
WERMAN SALAS P.C.
77 W. Washington St., Suite 1402
Chicago, Illinois 60602

William C. (Clif) Alexander / Austin W. Anderson
Anderson Alexander PLLC
101 N. Shoreline Blvd., Suite 610
Corpus Christi, Texas 78401

DEFENDANT’S COUNSEL

Gerald L. Maatman, Jr.
Duane Morris, LLP
190 S. LaSalle St. # 3700
Chicago, IL 60603

Your letters must be postmarked no later than **NOVEMBER 25, 2026**.

If you fail to file and serve a written statement of objection in the manner described above by the specified deadline, you will be deemed to have waived any objections and will be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement.

IV. Excluding Yourself from the Settlement

If you want to retain the right to sue or continue to sue Defendant on your own about legal issues related to this case, then you must exclude yourself from the Class. The process of excluding yourself is also sometimes

referred to as “opting out” of the Class. If you exclude yourself from the Settlement, you cannot and will not get money from the Settlement and will not participate in the Settlement.

To exclude yourself from the Settlement Class, you must submit a written letter requesting exclusion from the Class and the Settlement (“Request for Exclusion”), which states: “I exclude myself from the WellNow Class Action settlement. I affirm that I was an employee of WellNow.” The Request for Exclusion must include your full name, address, and telephone number, and must be personally signed. If you fail to mail a Request for Exclusion in this manner and by the deadline specified below, you will be bound by all terms and conditions of the Settlement and the Final Judgment, if the Settlement is approved by the Court, regardless of whether you requested to be excluded. An incomplete or unsigned Request for Exclusion will be deemed invalid.

To request exclusion, you must mail a written notice of exclusion to:

Sears et al. v. WellNow Urgent Care, P.C.
c/o Simpluris, Inc.
P.O. Box 26170, Santa Ana, CA 92799
info@SearsWellNowSettlement.com
www.SearsWellNowSettlement.com

Your letters must be postmarked no later than **NOVEMBER 25, 2026**.

DO NOT SUBMIT BOTH A CLAIM FORM AND REQUEST FOR EXCLUSION.

V. Service Payments

The following individuals will be paid the additional amounts listed below, subject to Court approval, for their services on behalf of the Class and in exchange for executing a waiver and release of claims:

- a payment of \$5,000.00 (for a total of \$15,000.00) to each of the Named Plaintiffs, Stacey Sears, Joel Aguilera, and Amber Smith.

These payments will be made from the Gross Settlement Fund. These payments do not include any payments to which such individuals may be entitled under the Settlement Agreement as Opt-in Plaintiffs and/or Class Members.

VI. Attorneys’ Fees and Costs

The Court has appointed the law firms of Josephson Dunlap, LLP, Werman Salas P.C. and Anderson Alexander PLLC. More information about Class Counsel can be found at their respective websites: <https://mybackwages.com/>, <https://flsalaw.com/>, and <https://www.a2xlaw.com/>.

Class Counsel will seek approval from the Court for payment of attorneys’ fees of thirty-five percent (35%) of the Gross Settlement Fund, and reimbursement for their out-of-pocket costs reasonably incurred in the Class Action Litigation, which, if approved by the Court, will be paid out of the Gross Settlement Fund. Class Counsel believes the amounts for attorneys’ fees and costs requested are fair and reasonable, and Defendant will not oppose a request for fees up to one-third of the Gross Settlement Fund, plus costs, consistent with applicable law.

VII. Tax Treatment

For tax purposes, 50% of your individual settlement payment will be considered back wages subject to lawful deductions and W-2 reporting. For this amount, normal payroll taxes and withholdings will be deducted pursuant to applicable federal, state and/or city laws. The remaining 50% of your individual settlement payment will be considered liquidated damages and interest subject to 1099 reporting as non-wage income. At the end of the calendar year, the Claims Administrator will issue you (provided you cashed your settlement check) an IRS Form W-2 for the wage portion of your settlement payment, and an IRS Form 1099 for non-wage portion of your settlement payment. You are ultimately responsible for the appropriate payment of any of your taxes on the payments you receive.

This notice does not constitute tax advice. You should speak to your accountant as to any questions about the tax treatment of your settlement payment.

If you are presently a party to an individual bankruptcy proceeding, it may be necessary for you to advise the trustee of this settlement.

VIII. Plaintiffs' and Class Counsel's Support of the Settlement

The Named Plaintiffs and Class Counsel support the Settlement. Class Counsel believes this Settlement to be an appropriate result for the Opt-in Plaintiffs and Class Members, especially in light of the risks of a trial on the merits or that class certification may not be granted, and the inherent delays and uncertainties associated with litigation, including appeals. Based on Class Counsel's experience litigating similar cases, Class Counsel believes that further proceedings in this case, including a trial and probable appeals, would be very expensive and protracted. No one can confidently predict how the various legal questions at issue, including the amount of damages, would ultimately be resolved if this matter were not settled. Therefore, Class Counsel believes that the Settlement is fair, reasonable, and adequate.

IX. Administration of the Settlement

The Court has appointed Simpluris Inc. to act as an independent Claims Administrator and to resolve any dispute concerning the number of pay periods during which any Class Member or Opt-in Plaintiff worked as an Hourly Employee for a corporate-owned WellNow location. If you wish to dispute the number of pay periods with which you have been credited, as set forth in Section II.2 of this Notice, please contact the Claims Administrator directly by mail of your dispute and provide an explanation and documentation to support your disputed claim. Your dispute must be postmarked by **NOVEMBER 25, 2026** for your disputed claim to be considered.

The Claims Administrator's fees and expenses will be paid from the Gross Settlement Fund.

X. The Final Approval Hearing

The Court will hold a Final Approval Hearing on December 16, 2026, in Courtroom 2125, United States District Court for the Northern District of Illinois, Everett McKinley Dirksen United States Courthouse, 219 South Dearborn Street, Chicago, IL 60604 at 1:30 p.m., to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The hearing may be postponed without further notice. **It is not necessary for you to appear at this hearing. If you have given valid notice of your objections to the Settlement, you may appear at the hearing at your option so long as you have mailed a notice of intent to appear postmarked on or before November 25, 2026.**

XI. Getting More Information

The above is a summary of the basic terms of the Settlement. If you wish, you can review the complete Settlement Agreement on file with the Clerk of the Court, United States District Court for the Northern District of Illinois, Everett McKinley Dirksen United States Courthouse, 219 South Dearborn Street, Chicago, IL 60604. The pleadings and other records in the Class Action Litigation, including the Settlement Agreement, may be examined at any time during regular business hours at the Court.

If you have questions about the settlement administration process, you can contact the Claims Administrator at:

Sears et al. v. WellNow Urgent Care, P.C.
c/o Simpluris, Inc.
P.O. Box 26170, Santa Ana, CA 92799
info@SearsWellNowSettlement.com
www.SearsWellNowSettlement.com

If you have additional questions, you can contact Class Counsel as follows:

Michael A. Josephson
Andrew W. Dunlap
JOSEPHSON DUNLAP LLP
5847 San Felipe, Suite 2400
Houston, Texas 77057
713-352-1100 – Telephone
713-352-3300 – Facsimile
mjosephson@mybackwages.com
adunlap@mybackwages.com

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101 N. Shoreline Blvd., Suite 610
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Chicago, Illinois 60602
312-419-1008 – Telephone
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msalas@flsalaw.com

PLEASE DO NOT TELEPHONE THE COURT, ANY DEFENDANT, OR DEFENDANT'S COUNSEL FOR INFORMATION REGARDING THE SETTLEMENT, YOUR LEGAL RIGHTS OR THE CLAIM PROCESS.