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Attorneys for Plaintiff and the Proposed Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
UNLIMITED CIVIL JURISDICTION**

CHADD MCCAUL, PAUL SANDEFUR,
AND SHEMYAH TATE, Individually and On
Behalf of All Others Similarly Situated,

Plaintiffs,

v.

CVS HEALTH CORPORATION and Does 1-
10,

Defendants.

Case No. 22STCV34555

**CLASS ACTION AND PAGA
COMPLAINT FOR VIOLATIONS OF
THE CALIFORNIA LABOR CODE
AND UNFAIR COMPETITION LAW;**

CLAIMS FOR DAMAGES

DEMAND FOR JURY TRIAL

1 Plaintiffs Chadd McCaul, Paul Sandefur, and Shemyah Tate (“Plaintiffs”), on behalf of
2 themselves and all others similarly situated, by and through their attorneys Outten & Golden LLP and
3 Shavitz Law Group, P.A., bring claims against Defendant CVS Health Corporation and Does 1-10
4 (“CVS”), alleging as follows:

5 **SUMMARY OF CLAIMS**

6 1. Plaintiffs worked as Store Mangers for CVS.

7 2. CVS violated Plaintiffs’ rights and the rights of other non-exempt employees by (1) failing
8 to pay them for all of the hours they worked; (2) requiring them to work “off the clock,” without
9 compensation; (3) failing to pay statutorily-required minimum wages and overtime compensation; (4)
10 failing to provide them with compliant meal and rest breaks; (5) failing to reimburse them for necessary
11 business expenses; (6) failing to provide them with itemized wage statements; (7) failing to pay them all
12 wages due upon termination; and (8) failing to keep accurate payroll records.

13 3. Plaintiff Chadd McCaul (“McCaul”) brings this action under the Private Attorneys General
14 Act, Cal. Lab Code § 2699, *et seq.* (“PAGA”) on behalf of himself and other aggrieved employees who
15 worked as non-exempt employees for CVS in California between one year plus 65 days prior to the date
16 of filing this Complaint to the date of the final disposition of this action. McCaul’s PAGA claim has been
17 tolled pursuant to California COVID Emergency Rule 9 (“Emergency Rule 9”).

18 4. All Plaintiffs bring claims under the California Labor Code (“Labor Code”) and California
19 Unfair Competition Law, Cal. Bus & Prof. Code § 17200, *et seq.* (“UCL”) on behalf of all non-exempt
20 CVS employees, except for Pharmacists, who worked in California between four years prior to the date
21 of filing this Complaint to the date of the final disposition of this action.

22 **JURISDICTION AND VENUE**

23 5. The Court has jurisdiction over Plaintiffs’ claims under the Labor Code and UCL.

24 6. The Court has personal jurisdiction over this matter because CVS, conducts substantial
25 business activity in this county and state, and engaged in the unlawful acts described herein in this county
26 and state.

7. Venue is proper in this county under California Code of Civil Procedure § 395.5 because a substantial part of the events and omissions giving rise to the claims alleged herein occurred in this county.

8. McCaul provided notice of the PAGA claims asserted herein to the California Labor & Workforce Development Agency (“LWDA”) and to CVS on March 9, 2022. The LWDA has not taken any action with regard to this notice or provided notice of an intent to investigate or otherwise pursue the claims within the timeframes set forth in Labor Code § 2699 and Emergency Rule 9.

PARTIES

Defendant

9. CVS is a Delaware corporation with its headquarters in Woonsocket, Rhode Island and retail operations throughout the United States.

10. CVS operates approximately 1,160 stores in California.

11. The practices and conduct described in this Complaint occurred in CVS's California retail locations.

12. The true names and capacities, whether individual, corporate, associate, or otherwise, of Defendants DOES 1 to 10, inclusive, are currently unknown to Plaintiffs, utilize fictitious names as authorized by Code of Civil Procedure § 474. Upon information and belief, each of the Defendants designated as a DOE is legally responsible in some manner for the unlawful acts described in this Complaint. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of the DOE Defendants when such identities become known.

Plaintiffs

13. McCaul is a resident of Lake Forest, California.

14. He worked in CVS stores from approximately July 1, 2016 to approximately August 26, 2021, and as a Store Manager in San Dimas, California from approximately April 20, 2021 to approximately August 26, 2021.

15. McCaul at all times relevant to this complaint was CVS's "employee" as that term is used in the Labor Code.

1 16. McCaul regularly worked more than eight hours in a day and/or over 40 hours in a
2 workweek.

3 17. McCaul was not paid for all hours he worked over eight in a day or 40 in a week.

4 18. McCaul's meal and rest breaks were regularly interrupted, he was not reimbursed for his
5 reasonable business expenses, including use of his personal cell phone, and he was provided with a
6 paystub that lacked required information, including his total hours.

7 19. These violations resulted in CVS knowingly failing to pay McCaul all wages due upon
8 termination.

9 20. Paul Sandefur ("Sandefur") is a resident of Campbell, California.

10 21. Sandefur worked for CVS as a Store Manager in San Jose, California from approximately
11 April 2018 to approximately August 2020.

12 22. Sandefur at all times relevant to this complaint was CVS's "employee" as that term is
13 used in the Labor Code.

14 23. Sandefur regularly worked more than eight hours in a day and/or over 40 hours in a
15 workweek.

16 24. Sandefur was not paid for all hours he worked over eight in a day or 40 in a week.

17 25. Sandefur's meal and rest breaks were regularly interrupted, he was not reimbursed for his
18 reasonable business expenses, including use of his personal cell phone, and he was provided with a
19 paystub that lacked required information, including his total hours.

20 26. These violations resulted in CVS knowingly failing to pay Sandefur all wages due upon
21 termination.

22 27. Shemyah Tate ("Tate") is a resident of Charlotte, North Carolina.

23 28. She worked for CVS as a Store Manager in California from approximately January 8, 2019
24 to approximately August 19, 2019.

25 29. Tate at all times relevant to this complaint was CVS's "employee" as that term is used in
26 the Labor Code.

27 30. Tate regularly worked more than eight hours in a day and/or over 40 hours in a workweek,
28 but was not paid for all hours she worked over eight in a day or 40 in a week.

31. She also regularly had her meal and rest breaks interrupted, was not reimbursed for her reasonable business expenses, including use of her personal cell phone, and was provided with a paystub that lacked required information, including her total hours.

32. These violations resulted in CVS knowingly failing to pay Tate all wages due upon termination.

FACTUAL BACKGROUND

33. CVS is a national chain of pharmacies and convenience stores, with approximately 1,160 stores in California.

34. CVS employed Plaintiffs and other Store Managers in its California Stores.

35. CVS classified its Store Managers, including Plaintiffs, as non-exempt from overtime.

36. Upon information and belief, it was CVS's policy to provide each store with an insufficient labor budget or insufficient staffing. This created a need for Store Managers to work overtime hours.

37. In order to avoid paying Plaintiffs for all of the hours Plaintiffs and other Store Managers worked, CVS allowed and caused Store Managers to work “off-the-clock,” without compensation.

38. CVS did not accurately record or keep records of all of the actual hours that Plaintiffs and other Store Managers worked each week.

39. CVS required Store Managers to participate in conference calls and respond to group messages on their personal phones outside of their scheduled working hours.

40. Performing these tasks was a requirement of the Store Manager job, but CVS provided no way for Store Managers to accurately record the time they spent doing this work.

41. Store Managers could only access CVS's timekeeping system while in a CVS store and were discouraged from reporting overtime.

42. CVS was aware of Store Managers' off-the-clock work.

43. CVS management sent the messages to which Store Managers were required to respond, and hosted the calls that Store Managers were required to join, outside of working hours.

44. CVS did not reimburse Store Managers for using their personal cell phones in taking these calls and responding to these messages.

1 45. CVS required Store Managers to clock out for lunch. Store Managers' lunch breaks were
2 regularly interrupted by customers, vendors, and employees in need of assistance, which required Store
3 Managers to work while clocked out, and not be paid for this time.

4 46. CVS district managers told Store Managers that once they clocked out for lunch, they were
5 forbidden from clocking back in before the 30-minute lunch period was complete, so that CVS could
6 avoid paying Store Managers the required compensation for interrupted lunch breaks.

7 47. As a result of the off-the-clock work described above, CVS's wage statements and payroll
8 records were inaccurate.

9 48. When Plaintiffs and other Store Managers ended their employment, CVS did not pay them
10 all wages due upon termination because it had failed to pay them for the time they worked off-the-clock.

11 49. CVS was aware that Store Managers worked off-the-clock without compensation. The
12 conduct described herein was willful and knowing.

13 **CLASS ACTION ALLEGATIONS**

14 50. Plaintiffs bring this action on behalf of themselves and all similarly situated current and
15 former non-exempt employees, except for Pharmacists, in California for violations of the California Labor
16 Code and California's Unfair Competition Law pursuant to Cal. Code of Civ. Proc. § 382, on behalf of
17 all California Class members, as defined in ¶ 3 above.

18 51. Numerosity. The Class is so numerous that joinder of all members is impracticable.
19 Plaintiffs are informed and believe, and on that basis allege, that during the class period CVS has
20 employed hundreds of persons who satisfy the definition of the Class.

21 52. Ascertainability. The identity of Class members is ascertainable through CVS's records
22 or by public notice.

23 53. Community of Interest.

24 a. Typicality. Plaintiffs' claims are typical of Class members' claims. Plaintiffs,
25 like other Class members, were subjected to CVS's policies and practices that violated California law.
26 Plaintiffs' job duties and claims were and are typical of those of the Class members.

1 b. Adequacy. Plaintiffs will fairly and adequately represent and protect the interests
2 of the Class members. Plaintiffs' counsel are experienced in employment class actions and will fairly
3 and adequately represent and protect the interests of the Class members.

4 c. Predominance. Common questions of law and fact exist as to members of the
5 Class that predominate over any individualized questions, including the following:

- 6 • Whether CVS failed to pay Store Managers overtime;
- 7 • Whether CVS failed to pay Store Managers the minimum wage for all hours worked;
- 8 • Whether CVS failed to provide Store Managers meal and rest breaks;
- 9 • Whether CVS failed to reimburse Store Managers for work-related expenses;
- 10 • Whether CVS failed to provide Store Managers accurate itemized wage statements;
- 11 • Whether CVS's policies and practices violated the UCL, California Labor Code §§
12 218.5, 218.6, 226, 226.3, 226.7, 226.8, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2,
13 1197, 1197.1, 1198, 1199, 2802, 2810.5, and California Industrial Welfare Commission Wage
14 Order No. 7-2001 ("Wage Order 7");
- 15 • The proper measure of damages sustained by members of the Class.

16 54. Superiority. Class treatment would benefit the courts and class members. Certification of
17 the class would provide substantial benefits to the courts and Class members. The damages suffered by
18 individual Class members are relatively small compared to the significant expense and burden of
19 individual prosecution of this litigation. In addition, class certification will obviate the need for unduly
20 duplicative litigation which might result in inconsistent judgments about CVS practices.

21 **FIRST CLAIM FOR RELIEF**

22 **California Labor Code – Overtime Wages**
23 **Cal. Labor Code §§ 510, 1194, 1198, and Wage Order 7.**
 (Brought by Plaintiffs Individually and on Behalf of the Class)

24 55. Plaintiff realleges and incorporates by reference all allegations in all preceding paragraphs
25 as if they were set forth again herein.

26 56. Plaintiff and members of the Class are non-exempt employees entitled to be paid overtime
27 compensation for all overtime hours worked.

57. The foregoing conduct, as alleged, constitutes a violation of California Labor Code §§ 510, 1194, 1198, and Wage Order 9, which require overtime pay for time worked over eight hours in a day or over 40 hours in a week.

58. Although Plaintiffs and an identifiable portion of Class members periodically worked more than eight hours in a day or 40 hours in a week, CVS had a policy and practice of failing and refusing to pay them overtime and thus violated and continues to violate the above-referenced overtime provisions of the Labor Code.

59. Plaintiffs, on behalf of themselves and the Class members, seek the amount of the respective unpaid wages owed them, interest, attorneys' fees and costs pursuant to Cal. Labor Code § 1194, and such other legal and equitable relief as the Court deems just and proper.

SECOND CLAIM FOR RELIEF

Private Attorney General Act – Overtime Wages

Cal. Labor Code §§ 510, 1194, 1198, and Wage Order 7

(Brought by Plaintiff McCaul on Behalf of the State of California and Aggrieved Employees)

60. McCaul, on behalf of the State of California and all Aggrieved Employees, realleges and incorporates by reference all other paragraphs, and particularly paragraphs 32-36 as to Aggrieved Employees, as if they were set forth again herein.

61. McCaul, on behalf of the state of California and Aggrieved Employees, seeks to recover the appropriate civil penalties set out in Labor Code §§ 558 and 2699, and attorneys' fees and costs.

THIRD CLAIM FOR RELIEF

California Labor Code – Minimum Wage Violations

Cal. Labor Code §§ 1182.12, 1194, 1194.2, 1197, 1197.1, 1199, and Wage Order 7

(Brought by Plaintiffs Individually and on Behalf of the Class)

62. Plaintiffs, on behalf of themselves and all members of the Class, reallege and incorporate by reference all other paragraphs as if they were set forth again herein.

63. The foregoing conduct, as alleged, constitutes a violation of California Labor Code §§ 1182.12, 1194, 1194.2, 1197, 1197.1, 1199, and Wage Order 9, which protect Plaintiffs and Class members' right to earn a minimum wage and provide for damages and punishment for violations of that right.

64. Although Plaintiffs and an identifiable portion of Class members periodically worked off-the-clock without pay, CVS had a policy and practice of failing and refusing to pay them minimum wage for all hours worked and thus violated and continues to violate the above-referenced minimum wage protections of the Labor Code.

65. Plaintiffs, on behalf of themselves and the Class members, seek the amount of the respective unpaid wages owed them, interest, liquidated damages, attorneys' fees and costs pursuant to Cal. Labor Code § 1194, and such other legal and equitable relief as the Court deems just and proper.

FOURTH CLAIM FOR RELIEF

Private Attorney General Act – Minimum Wage

**Cal. Labor Code §§ 1182.12, 1194, 1194.2, 1197, 1197.1, 1199, and Wage Order 7
(Brought by Plaintiff McCaul and on Behalf of the State of California and Aggrieved Employees)**

66. McCaul, on behalf of the State of California and all Aggrieved Employees, realleges and incorporates by reference all other paragraphs, and particularly paragraphs 39-43 as to Aggrieved Employees, as if they were set forth again herein.

67. McCaul, on behalf of the state of California and the Aggrieved Employees, seeks to recover the appropriate civil penalties set out in Labor Code §§ 1197.1 and 2699, and attorneys' fees and costs.

FIFTH CLAIM FOR RELIEF

Labor Code – Meal and Rest Period Provisions

**Cal. Labor Code §§ 218.5, 226.7, & 512 and Wage Order 7
(Brought by Plaintiffs Individually and on Behalf of the Class)**

68. Plaintiff realleges and incorporates by reference the preceding paragraphs as if they were set forth again herein.

69. The foregoing conduct, as alleged, constitutes a violation of California Labor Code §§ 226.7, 512, and Wage Order 7, which provide for a 30-minute meal break for employees who work five hours or more in a day and for 10-minute breaks for every three and one-half hours worked.

70. Although Plaintiffs and an identifiable portion of California Class members periodically worked four to five hours or more in a day, CVS had a policy and practice of failing to provide lawful uninterrupted meal and rest breaks. CVS thus violated and continues to violate the above-referenced meal and rest break provisions of the Labor Code.

1 71. Plaintiffs, on behalf of themselves and the Class, seek the amount of the respective pay
2 owed them – one hour of compensation for each workday that the meal or rest period is not provided –
3 interest, attorneys’ fees and costs, and such other legal and equitable relief as the Court deems just and
4 proper.

5 **SIXTH CLAIM FOR RELIEF**

6 **Private Attorney General Act – Meal and Rest Breaks**

7 **Cal. Labor Code §§ 226.7, 512, and Wage Order 7**

8 **(Brought by Plaintiff McCaul and on Behalf of the State of California and Aggrieved Employees)**

9 72. McCaul, on behalf of the State of California and all Aggrieved Employees, realleges and
10 incorporates by reference all other paragraphs, and particularly paragraphs 45-48 as to Aggrieved
11 Employees, as if they were set forth again herein.

12 73. McCaul on behalf of the state of California and the Aggrieved Employees, seeks to
13 recover the appropriate civil penalties set out in Labor Code §§ 226.3 and 2699, as well as attorneys’
14 fees and costs.

15 **SEVENTH CLAIM FOR RELIEF**

16 **Labor Code – Unreimbursed Expenses**

17 **Cal. Labor Code § 2802, and Wage Order 7**

18 **(Brought by Plaintiffs Individually and on Behalf of the Class)**

19 74. Plaintiffs, on behalf of themselves and all members of the Class, reallege and incorporate
20 by reference all other paragraphs as if they were set forth again herein.

21 75. The foregoing conduct, as alleged, constitutes a violation of California Labor Code §
22 2802, which provides for the reimbursement of employee expenses incurred while carrying out their
23 employment or to comply with employer requirements.

24 76. Plaintiffs and an identifiable portion of California Class members have incurred and
25 continue to incur expenses that include cell phone service to make work-related phone calls and respond
26 to work-related messages, as well as other expenses.

27 77. CVS had a policy and practice of failing and refusing to reimburse Plaintiffs and Class
28 members for all of their work-related expenses and thus violated and continues to violate Labor Code §
29 2802.

30 78. Plaintiffs, on behalf of themselves and Class members, seek the amount of the respective
31 unpaid expenses owed them, interest, attorneys’ fees and costs pursuant to Labor Code § 2802(b) and
32 (c), and such other legal and equitable relief as the Court deems just and proper.

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EIGHTH CLAIM FOR RELIEF

Private Attorney General Act – Unreimbursed Expenses

Cal. Labor Code § 2802, and Wage Order 7

(Brought by Plaintiff McCaul and on Behalf of the State of California and Aggrieved Employees)

79. McCaul, on behalf of the State of California and all Aggrieved Employees, realleges and incorporates by reference all other paragraphs, and particularly paragraphs 51-55 as to Aggrieved Employees, as if they were set forth again herein.

80. McCaul, on behalf of the state of California and Aggrieved Employees, seeks to recover the appropriate civil penalties set out in Labor Code §§ 558 and 2699, and attorneys' fees and costs

NINTH CLAIM FOR RELIEF

Labor Code – Inaccurate Wage Statements

Cal. Labor Code § 226, and Wage Order 7

(Brought by Plaintiffs Individually and on Behalf of the Class)

81. Plaintiffs, on behalf of themselves and all members of the Class, reallege and incorporate by reference all other paragraphs as if they were set forth again herein.

82. The foregoing conduct, as alleged, constitutes a violation of California Labor Code § 226, which provides requirements for properly itemized wage statements.

83. CVS's wage statements knowingly do not state all hours worked and thus violated and continues to violate California Labor Code § 226.

84. Plaintiffs, on behalf of themselves and the Class members, seeks to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurred and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), as well as costs and attorneys' fees.

TENTH CLAIM FOR RELIEF

Private Attorney General Act – Inaccurate Wage Statements

Cal. Labor Code § 226, and Wage Order 7

(Brought by Plaintiff McCaul and on Behalf of the State of California and Aggrieved Employees)

85. McCaul, on behalf of the State of California and all Aggrieved Employees, realleges and incorporates by reference all other paragraphs, and particularly paragraphs 58-61 as to Aggrieved Employees, as if they were set forth again herein.

1 86. McCaul, on behalf of the state of California and the Aggrieved Employees, seeks to
2 recover the appropriate civil penalties set out in Labor Code §§ 226.3 and 2699, as well as attorneys'
3 fees and costs.

4 **ELEVENTH CLAIM FOR RELIEF**

5 **Labor Code – Failure to Pay All Wages Due**
6 **Cal. Labor Code §§ 203, 204, and Wage Order 7**
7 **(Brought by Plaintiffs Individually and on Behalf of the Class)**

8 87. Plaintiffs, on behalf of themselves and all members of the Class, reallege and incorporate
9 by reference all other paragraphs as if they were set forth again herein.

10 88. The foregoing conduct, as alleged, constitutes a violation of California Labor Code §§
11 203 and 204, which provides requirements for timely paying all wages due.

12 89. CVS failed to pay Class members all wages due during their employment in violation of
13 Labor Code § 204 because it did not pay them for time worked off-the-clock. CVS willfully failed to
14 pay all wages due upon termination or the end of employment because it did not pay for off-the-clock
15 work or overtime in violation of Labor Code § 203.

16 90. Plaintiffs, on behalf of themselves and the Class members, seeks to recover one day's pay
17 for each day the wages are not paid, up to a maximum of thirty (30) days, as well as costs and attorneys'
18 fees.

19 **TWELFTH CLAIM FOR RELIEF**

20 **Private Attorney General Act – Inaccurate Wage Statements**
21 **Cal. Labor Code §§ 203, 204, and Wage Order 7**
22 **(Brought by Plaintiff McCaul and on Behalf of the State of California and Aggrieved Employees)**

23 91. McCaul, on behalf of the State of California and all Aggrieved Employees, realleges and
24 incorporates by reference all other paragraphs, and particularly paragraphs 64-67 as to Aggrieved
25 Employees, as if they were set forth again herein.

26 92. McCaul, on behalf of the state of California and the Aggrieved Employees, seeks to
27 recover the appropriate civil penalties set out in Labor Code § 2699, as well as attorneys' fees and costs.

28 **THIRTEENTH CLAIM FOR RELIEF**

Unfair Business Practices
Cal. Bus. & Prof. Code § 17200
(Brought by Plaintiffs Individually and on Behalf of the Class)

1. Plaintiffs, on behalf of themselves and all members of the Class, reallege and incorporate
by reference all other paragraphs as if they were set forth again herein.

1 2. California Labor Code §§ 510, 1194, 1198, and Wage Order 7 provide for compensation
2 with overtime pay for time worked over eight hours in a day or 40 hours in a week.

3 3. California Labor Code §§ 1182.12, 1194, 1194.2, 1197, 1197.1, 1199, and Wage Order 7
4 Plaintiffs' and Class members' right to earn the minimum wage for each hour worked and provide for
5 damages and punishment for violations of that right.

6 4. California Labor Code § 2802 provides for the reimbursement of Plaintiffs' and Class
7 members' expenses incurred while carrying out their employment or to comply with CVS requirements.

8 5. California Labor Code §§ 226.7, 512, and Wage Order 9 provide for a 30-minute meal
9 break for employees who work five hours or more in a day and for 10-minute breaks for every three and
10 one-half hours worked.

11 6. California Labor Code §§ 226, 353, and 1174 provide requirements for properly itemized
12 wage statements and payroll recordkeeping.

13 7. CVS's conduct, as alleged, violates the UCL, Cal. Bus. & Prof. Code § 17200 *et seq.*,
14 which prohibits, *inter alia*, unfair competition in the form of any unlawful, unfair, deceptive, or
15 fraudulent business practices. Plaintiffs bring this cause of action individually and as representatives of
16 all others subject to CVS's unlawful acts and practices.

17 8. By failing to pay Plaintiffs and an identifiable portion of California Class members
18 overtime, minimum wage, work-related expenses; failing to provide meal and rest breaks; and violating
19 requirements for wage statements and timely payment of wages owed, CVS committed unlawful and
20 unfair acts as defined by the UCL.

21 a. CVS's practices, as alleged, constitute unlawful acts because such acts violate the
22 California Labor Code sections detailed above.

23 b. CVS's practices, as alleged, also constitute unfair acts because such acts are
24 contrary to public policy.

25 93. As a result of these unlawful and/or unfair business practices, CVS reaped unfair benefits
26 and illegal profits at the expense of Plaintiffs and Class members. CVS must disgorge these ill-gotten
27 gains and restore to Plaintiffs and Class members all expense reimbursement, overtime, minimum
28 wages, and other wages owed. CVS's actions deprived Plaintiffs and each member of the Class of their
expenses and full pay; consequently, Plaintiffs and members of the Class have lost money and property,
and they are entitled to restitution in the amount of their expenses and pay that CVS withheld. Pursuant

1 to California Code of Civil Procedure § 1021.5, Plaintiffs and Class members are entitled to payment of
2 their attorneys' fees, costs, and expenses incurred in bringing this action.

3 **PRAYER FOR RELIEF**

4 WHEREFORE, the Plaintiffs on behalf of themselves, all Class members, and all Aggrieved
5 Employees, pray for relief as follows:

- 6 A. Certification of the Class;
- 7 B. Designation of Plaintiffs as Representatives of the Class;
- 8 C. Designation of Plaintiffs' counsel of record as Class Counsel for the Class;
- 9 D. A declaratory judgment that the practices complained of herein are unlawful;
- 10 E. An injunction against CVS and its officers, agents, successors, employees,
11 representatives, and any and all persons acting in concert with it, as provided by law, from engaging in
12 each of the unlawful practices, policies, and patterns set forth herein;
- 13 F. Statutory penalties for Plaintiffs and the Class;
- 14 G. An award of damages and restitution to be paid by CVS according to proof for Plaintiffs
15 and the Class;
- 16 H. Appropriate civil penalties for McCaul and Aggrieved Employees pursuant to Labor
17 Code §§ 226.3, 226.8, 558, 1197.1, 2699, and 2802;
- 18 I. Pre-judgment and post-judgment interest, as provided by law;
- 19 J. Attorneys' fees, pursuant to Labor Code §§ 210, 218.5, 226(e), 512, 1194, 1198, 2802,
20 Code of Civil Procedure § 1021.5, and all other bases for fees in the Labor Code;
- 21 K. Costs of suit, including expert fees and costs;
- 22 L. Appropriate service payments to Plaintiffs for their service as Class and PAGA
23 representatives; and
- 24 M. Such other injunctive and equitable relief as the Court may deem just and proper.

25 **DEMAND FOR JURY TRIAL**

26 Plaintiffs hereby demand a jury trial on all causes of action and claims with respect to which they
27 have a right to jury trial.

1 Dated: October 28, 2022

Respectfully submitted,

2 By: /s/ Adam L. Koshkin
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