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ATTORNEY FOR *(Name):* Plaintiff and the Class

FOR COURT USE ONLY

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO
STREET ADDRESS: 1100 Union St.
MAILING ADDRESS:
CITY AND ZIP CODE: San Diego, CA 92101
BRANCH NAME: Central

PLAINTIFF/PETITIONER: Curry, Cecilia, et al.
DEFENDANT/RESPONDENT: Garfield Beach CVS LLC

NOTICE OF ENTRY OF JUDGMENT OR ORDER

CASE NUMBER:
JCCP5299

(Check one): [x] **UNLIMITED CASE** (Amount demanded exceeded $25,000) [ ] **LIMITED CASE** (Amount demanded was $25,000 or less)

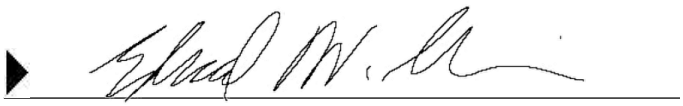
TO ALL PARTIES :

1. A judgment, decree, or order was entered in this action on *(date)*: 10/20/2026

2. A copy of the judgment, decree, or order is attached to this notice.

Date: October 27, 2026

Edward W. Choi
(TYPE OR PRINT NAME [x] ATTORNEY [ ] PARTY WITHOUT ATTORNEY)


(SIGNATURE)

Form Approved for Optional Use
Judicial Council of California
CIV-130 [New January 1, 2010]

PLAINTIFF/PETITIONER: Curry, Cecilia, et al. DEFENDANT/RESPONDENT: Garfield Beach CVS LLC	CASE NUMBER: JCCP5299

PROOF OF SERVICE BY FIRST-CLASS MAIL
NOTICE OF ENTRY OF JUDGMENT OR ORDER

(NOTE: You cannot serve the* Notice of Entry of Judgment or Order *if you are a party in the action. The person who served the notice must complete this proof of service.)

1. I am at least 18 years old and **not a party to this action.** I am a resident of or employed in the county where the mailing took place, and my residence or business address is *(specify):*
   515 S. Figueroa Street, Suite 1250, Los Angeles, CA 90071

2. I served a copy of the *Notice of Entry of Judgment or Order* by enclosing it in a sealed envelope with postage fully prepaid and *(check one):*
   a. ☐ deposited the sealed envelope with the United States Postal Service.
   b. ☒ placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

3. The *Notice of Entry of Judgment or Order* was mailed:
   a. on *(date):* 10/27/2026
   b. from *(city and state):* Los Angeles, CA

4. The envelope was addressed and mailed as follows:

   a. Name of person served:
   Jennifer B. Zargarof / Morgan Lewis Bockius LLP
   Street address: 300 S. Grand Ave. 22nd Floor
   City: Los Angeles
   State and zip code: CA 90071

   b. Name of person served:
   Samson C. Huang / Morgan Lewis Bockius LLP
   Street address: 300 S. Grand Ave. 22nd Floor
   City: Los Angeles
   State and zip code: CA 90071

   c. Name of person served:
   LWDA
   Street address: via Online Upload
   City:
   State and zip code:

   d. Name of person served:
   Street address:
   City:
   State and zip code:

   ☐ Names and addresses of additional persons served are attached. *(You may use form POS-030(P).)*

5. Number of pages attached: 6

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: 10/27/2026

Jacqueline Park
(TYPE OR PRINT NAME OF DECLARANT)

(SIGNATURE OF DECLARANT)

RECEIVED
10/9/2026 3:31:06 PM

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Attorneys for Plaintiffs
Cecilia Curry and Tina Chandra

FILED
San Diego Superior Court
OCT 20 2026
Clerk of the Superior Court
By: V. Secaur, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO – COMPLEX

CVS HEALTH WAGE AND HOUR CASES	Case No. JCCP 5299 (Assigned to the Hon. Katherine A. Bacal, Dept. C-63) **[~~AMENDED PROPOSED~~] ORDER GRANTING MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT** Date: October 9, 2026 Time: 1:30 p.m. Dept.: C-63
Coordinated actions: Chandra v. Longs Drug Stores California Curry v. CVS Health, et al.	Superior Court of California, County of Monterey No. 23CV000219 Superior Court of California, County of San Diego No. 37-2022-00046692

Plaintiffs Cecilia Curry and Tina Chandra (together, "Plaintiffs") and Defendants Garfield Beach CVS, L.L.C., CVS Pharmacy, Inc., and Longs Drug Stores, L.L.C. (collectively, "Defendants") (Plaintiffs and Defendants collectively, the "Settling Parties") have entered into the Joint Stipulation of Class and Representative Action Settlement ("Agreement") to settle the above-captioned class action subject to the Court's approval (the "Settlement").

This matter is now before the Court on Plaintiffs' Motion for Final Approval of Class Action and PAGA Settlement. The Court has read, heard, and considered all the pleadings and documents submitted, and the presentations made in connection with the Motion which came on for hearing on October 9, 2026.

I. BACKGROUND

On September 27, 2022, Plaintiff Cecilia Curry ("Curry") initiated the first action against Defendants in the Superior Court of California, County of San Diego, Case No. 37-2022-00038446-CU-OE-CTL (the "*Curry* Class Action"). The *Curry* Class Action was later dismissed without prejudice following meet and confer efforts concerning the applicability of an arbitration agreement including a purported class action waiver.

On November 17, 2022, Curry filed a separate representative action complaint under the Private Attorneys General Act of 2004 ("PAGA") against Defendants in the Superior Court of California, County of San Diego, Case No. 37-2022-00046692-CU-OE-CTL (the "*Curry* PAGA Action").

Thereafter, on December 12, 2022, Plaintiff Tina Chandra ("Chandra") filed a class action complaint against Defendant Longs Drug Stores, L.L.C. in the Superior Court of California, County of Monterey, Case No. 22CV003783 (the "*Chandra* Class Action"). The *Chandra* Class Action was later dismissed without prejudice after stipulation by the parties due to the existence of a signed arbitration agreement with a class action waiver.

On January 23, 2023, Chandra filed a separate representative action complaint under the PAGA against Defendant Longs Drug Stores, L.L.C. in the Superior Court of California, County of Monterey, Case No. 23CV000219 (the "*Chandra* PAGA Action").

On January 26, 2024, the *Curry* PAGA Action and *Chandra* PAGA Action were coordinated into *CVS Health Wage and Hour Cases*, JCCP 5299 (the "Action"), along with an add-on case entitled *Tony Palamara v. Garfield Beach CVS, L.L.C.*, Superior Court of California, County of Los Angeles, Case No. 23STCV24379 ("*Palamara* PAGA Action"). The Court later removed the *Palamara* PAGA Action from the *CVS Health Wage and Hour Cases* proceedings and transferred the *Palamara* PAGA Action back to its originating jurisdiction.

On April 8, 2026, Plaintiffs filed a First Amended Consolidated Complaint ("FAC") in the Action. The FAC is the operative Complaint and alleges class and representative action claims for: (1) violation of Labor Code §§ 226.7 and 512; (2) violation of Labor Code § 226.7; (3) violation of Labor Code § 226; (4) violation of Business & Professions Code § 17200, *et seq.*; and (5) violation of the PAGA, Labor Code §§ 2698, *et seq.*

A. Class Members

The "Class" includes "all current and former non-exempt employees of Defendants in California who were paid non-discretionary remuneration and meal/rest premiums in the same pay periods but not overtime at any time in that same pay period during the Class Period [September 12, 2021, through September 4, 2023]."

B. Operation of the Settlement

Pursuant to the Preliminary Approval Order, this Court conditionally certified the Class and granted preliminary approval of the Settlement. The Preliminary Approval Order also approved of the proposed form of class notice and notice plan. The Court entered the Preliminary Approval Order after review and consideration of the pleadings filed in connection herewith, and the oral presentations made by counsel at the hearing.

In compliance with the Preliminary Approval Order, the Notice of Class Action Settlement and Release ("Class Notice") was sent to all Class Members via U.S. first class mail. The notice dissemination process was timely completed.

This Court finds that the Settlement appears to be the product of serious, informed, non-collusive negotiations, has no obvious deficiencies, and does not improperly grant preferential

treatment to any individuals. The Court finds that the Settlement was entered into in good faith pursuant to California Code of Civil Procedure § 877.6. The Court further finds that the Settlement is fair, reasonable, and adequate and that Plaintiffs have satisfied the standards for final approval of a class action settlement under California law. Under the provisions of California Code of Civil Procedure § 382, certification of a settlement class is the appropriate judicial device under these circumstances.

Based on the foregoing, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

1. The Court, for purposes of this Order, adopts all defined terms as set forth in the Agreement filed in this case.

2. The Court has jurisdiction over the subject matter of the litigation, the Class Representatives, the other Settlement Class Members and Aggrieved Employees, and Defendants.

3. The Court finds that the dissemination of the Class Notice disseminated to the Class Members, constituted the best notice practicable under the circumstances to all individuals within the definition of the Settlement Class, and fully met the requirements of California law and due process under the United States Constitution. No objections were received by the Parties or the Court through the date of this Order. Three individuals, Patty Huelga, Alireza Nikan Pour and Michael Prieto timely submitted Requests for Exclusion.

4. The Court approves the settlement of the above-captioned action, as set forth in the Agreement, as fair, just, reasonable, and adequate as to the Settling Parties. The Settling Parties are directed to perform in accordance with the terms set forth in the Agreement.

5. Except as otherwise provided in the Agreement and in this Order, the Settling Parties are to bear their own costs and attorneys' fees.

6. The Court hereby certifies the following Settlement Class for settlement purposes only: all current and former non-exempt employees of Defendants in California who were paid non-discretionary remuneration and meal/rest premiums in the same pay periods but not overtime at any time in that same pay period during the Class Period [September 12, 2021, through September 4, 2023].

7. With respect to the Settlement Class and for purposes of approving the Settlement only and for no other purpose, this Court finds and concludes that: (a) the members of the Settlement Class are ascertainable and so numerous that joinder of all members is impracticable; (b) there are questions of law or fact common to the Settlement Class, and there is a well-defined community of interest among Members of the Settlement Class with respect to the subject matter of the claims in the Litigation; (c) the claims of Class Representatives are typical of the claims of the members of the Settlement Class; (d) the Class Representatives have fairly and adequately protected the interests of the members of the Settlement Class; (e) a class action is superior to other available methods for an efficient adjudication of this controversy; and (f) the counsel of record for the Class Representatives, *i.e.*, Class Counsel, are qualified to serve as counsel for the Plaintiffs in their individual and representative capacity and for the Settlement Class.

8. Defendants shall fund $750,000.00 of the total Gross Settlement Amount pursuant to the terms of the Agreement.

9. The Court approves the Individual Class Settlement Payment and Individual PAGA Settlement Payment amounts, which shall be distributed pursuant to the terms of the Agreement.

10. The $750,000.00 Gross Settlement Amount shall be used to pay (a) Class Counsel attorneys' fees in the amount of $250,000.00 and reimbursement of costs in the amount of $16,196.47; (b) an Enhancement Award to each Class Representative to reimburse them for their unique services in the following amounts: $10,000.00 to Plaintiff Cecilia Curry and $10,000.00 to Plaintiff Tina Chandra; (c) the sum of $37,500.00 to be paid to the California Labor & Workforce Development Agency ("LWDA") for PAGA penalties; and (d) $36,500.00 to the administrator Phoenix Settlement Administrators (the "Settlement Administrator") for its fees and costs relating to the settlement administration process. The Court finds that these amounts are fair and reasonable. Defendants are directed to make such payments in accordance with the terms of the Agreement. The allocation and distribution of these amounts shall be performed by Settlement Administrator.

11. Funds from Settlement Class Members' uncashed checks (upon the expiration date)

shall be distributed to the *cy pres* recipient, Legal Aid At Work.

12. The Agreement is not an admission of liability or wrongdoing by Defendants, nor is this Order a finding of the validity of any claims in the Action or of any fault, omission, or wrongdoing by Defendants.

13. The Court hereby enters final judgment in this case in accordance with the terms of the Agreement, Preliminary Approval Order, and this Order. Without affecting the finality of the Settlement or Judgment entered, this Court shall retain exclusive and continuing jurisdiction over the action and the Parties, including all Settlement Class Members, for purposes of enforcing and interpreting this Order and the Settlement.

IT IS SO ORDERED AND ADJUDGED.

DATED: 10/20/26

HON. KATHERINE A. BACAL
SUPERIOR COURT OF CALIFORNIA

PROOF OF SERVICE

I am employed in the County of Los Angeles; I am over the age of 18 years and not a party to the within action; my business address is 515 S. Figueroa St. Suite 1250, Los Angeles, California 90071.

On October 27, 2026, I served the foregoing document(s) described as: **NOTICE OF ENTRY OF ORDER,** on the interested parties in this action by placing a true copy thereof, in a sealed envelope(s) addressed as follows:

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__X__ **BY ELECTRONIC SERVICE**
I caused such document to be served on the offices of the addressees via electronic service.

__X__ **(State)** I declare under penalty of perjury that the foregoing is true and correct.

Executed on October 27, 2026, at Los Angeles, California.

Jacqueline Park