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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)

**[PROPOSED] ORDER GRANTING
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Date: April 10, 2026
Time: 1:30 p.m.
Dept.: C-63

Coordinated actions:

Chandra v. Longs Drug Stores California

SUPERIOR COURT OF CALIFORNIA,
COUNTY OF MONTEREY
NO. 23CV000219

Curry v. CVS Health, et al.

SUPERIOR COURT OF CALIFORNIA,
COUNTY OF SAN DIEGO
NO. 37-2022-00046692

1 Plaintiffs Cecilia Curry and Tina Chandra's (together, "Plaintiffs") Motion for Preliminary
2 Approval of Class and PAGA Settlement (the "Motion") came on for hearing on April 10, 2026,
3 the Honorable Katherine A. Bacal presiding, in Department C-63 of the above-referenced Court.

4 The Court has considered the Joint Stipulation of Class and Representative Action
5 Settlement ("Settlement Agreement") entered into by Plaintiffs and Defendants Garfield Beach
6 CVS, L.L.C., CVS Pharmacy, Inc., and Longs Drug Stores California, LLC (collectively,
7 "Defendants"), and all other papers filed in this action.

8 **NOW THEREFORE, IT IS HEREBY ORDERED:**

9 1. This Court grants preliminary approval of the Settlement Agreement between
10 Plaintiffs and Defendants (together, the "Parties") filed herewith. The Settlement Agreement
11 appears to be fair, adequate, and reasonable to the Class. *See e.g., Dunk v. Ford Motor Co.* (1996)
12 48 Cal. App. 4th 1794, 1800-01; *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal. App. 4th 116,
13 128;

14 2. The Class Representatives and Defendants (hereafter, "Settling Parties"), through
15 their counsel of record in the Litigation, have reached an agreement to settle all claims in the
16 Litigation on behalf of the Class (as defined below and in the Settlement Agreement) as a whole;

17 3. The Court hereby conditionally certifies the following class for settlement purposes
18 only:

19 all [] current and former non-exempt employees in of Defendants in
20 California who were paid non-discretionary remuneration and
21 meal/rest premiums in the same pay periods but not overtime at any
22 time in that same pay period during the Class Period [September 12,
23 2021, through September 4, 2023] (the "Class").

24 Should for whatever reason the Settlement Agreement not become Final, the fact that the
25 Parties were willing to stipulate to certification of a class as part of the Settlement Agreement shall
26 have no bearing on this case and shall not be admissible for any reason.

27 4. The Court preliminarily finds Plaintiff Cecilia Curry and Plaintiff Tina Chandra are
28 suitable class representatives for settlement purposes only.

5. The Court appoints and designates for settlement purposes only: (a) Plaintiffs
Cecilia Curry and Tina Chandra as the Class Representatives and (b) Larry W. Lee, Max W.

1 Gavron, and Kwanporn “Mai” Tulyathan of Diversity Law Group, P.C., Edward W. Choi of the
2 Law Offices of Choi & Associates, William L. Marder of Polaris Law Group, and Dennis S. Hyun
3 of Hyun Legal, APC as Class Counsel for the Class. Class Counsel is authorized to act on behalf of
4 the Class with respect to all acts or consents required by, or which may be given, pursuant to the
5 Settlement Agreement, and such other acts reasonably necessary to finalize the Settlement
6 Agreement and its terms. Any Class Member may enter an appearance through his or her own
7 counsel at such Class Member’s own expense. Any Class Member who does not enter an
8 appearance or appear on his or her own behalf will be represented by Class Counsel.

9 6. The Court hereby approves the terms and conditions provided for in the Settlement
10 Agreement. The Court finds that on a preliminary basis the Settlement Agreement falls within the
11 range of reasonableness of a settlement, including the amount of the PAGA penalties, and appears
12 to be presumptively valid, subject only to any objections that may be raised by the filing of a
13 Notice of Objection as set forth in the Settlement Agreement. It appears to the Court on a
14 preliminary basis that the settlement is fair, adequate, and reasonable as to all potential Class
15 Members when balanced against the probable outcome of further litigation relating to liability and
16 damages issues. It also appears that substantial investigation and discovery, research, and court
17 proceedings have been conducted so that counsel for the Settling Parties are able to reasonably
18 evaluate their respective positions. It appears to the Court that settlement at this time will avoid
19 substantial additional costs by all Settling Parties, as well as avoid the delay and risks that would
20 be presented by the further prosecution of the Litigation. It also appears that settlement has been
21 reached as a result of intensive, serious, and non-collusive arm’s-length negotiations.

22 7. A final fairness hearing on the question of whether the proposed Settlement
23 Agreement, the allocation of payments to Settlement Class Members, attorneys’ fees and costs to
24 Class Counsel, payment of PAGA penalties to the Labor Workforce & Development Agency and
25 Aggrieved Employees, and the Plaintiffs’ Enhancement Awards should be finally approved as fair,
26 reasonable, and adequate as to the members of the Class is hereby set for

27 _____ at _____ in this Court.

28 8. The Court hereby approves, as to form and content, the Notice of Class Action

1 Settlement and Release (“Class Notice”) to be sent to Class Members, which is attached as **Exhibit**
2 **A** to the Settlement Agreement. The Court finds that the Class Notice constitutes the best notice
3 practicable under the circumstances and is in full compliance with the laws of the State of
4 California, the United States Constitution, and the requirements of Due Process. The Court further
5 finds that the Class Notice appears to inform the Class Members of all material elements of the
6 Settlement Agreement fully and accurately, the proposed fees and costs of administration, the right
7 to be excluded from the class, the right and opportunity to object to the Settlement, details about
8 the court hearing on final approval of the Settlement, and how to obtain additional information.
9 The Class Notice shall be mailed via first class United States mail to the most recent known
10 address of each Class Member in accordance with the Settlement Agreement.

11 9. The Court appoints and designates Phoenix Settlement Administrators as the
12 Settlement Administrator. The Court hereby directs the Settlement Administrator to provide the
13 approved Class Notice to Class Members using the procedures set forth in the Settlement
14 Agreement.

15 10. The Court approves the proposed procedure for exclusion from the class by
16 submitting a Request for Exclusion as set forth in the Settlement Agreement. Any Class Member
17 may choose to opt out of and be excluded from the settlement as provided in the Settlement
18 Agreement and Class Notice and by following the instructions for requesting exclusion. With the
19 exception of the Released PAGA Claims, any person who timely and properly opts out of the
20 settlement will not be bound by the Settlement Agreement, or have any right to object, appeal, or
21 comment thereon. Any opt-out request must be in writing and signed by each such Class Member
22 opting out and must otherwise comply with the requirements delineated in the Class Notice. Class
23 Members who have not requested exclusion by submitting a valid and timely opt-out request, by
24 the opt-out deadline, shall be bound by all determinations of the Court, the Settlement Agreement,
25 and Final Judgment finally approving and entering the terms of the Settlement Agreement.

26 11. Any Class Member may object to the Settlement Agreement or express his or her
27 views regarding the Settlement Agreement and may present evidence and file briefs or other
28 papers, to the extent there are any, that may be proper and relevant to the issues to be heard and

determined by the Court as provided in the Class Notice.

12. The Motion for Final Approval, along with any appropriate declarations and supporting evidence, including a declaration setting forth the identity of any Class Members who submitted a valid Request for Exclusion or Notice of Objection, shall be filed by the Class Representatives no later than sixteen (16) court days before the Settlement Fairness Hearing.

13. The Court orders that, pending further order of this Court, all proceedings in this case, except those contemplated herein and in the Settlement Agreement, are stayed.

14. **Schedule of Events.** Based on this Order and the terms of the Settlement Agreement, the following events are triggered on the dates set forth below:

Event	Date
Preliminary Approval Order – Entry	
Class Members’ data to Settlement Administrator (20 days after entry of this Order)	
Class Notice Distribution to all Class Members (7 days after Settlement Administrator’s receipt of Class Members’ data from Defendants)	
Last day to submit a valid Request for Exclusion or Notice of Objection to the Settlement (postmarked on or before 45 days after the initial mailing of the Class Notices) ¹	
Deadline to dispute number of Eligible Class Pay Periods or Eligible PAGA Pay Periods (postmarked on or before 45 days after the initial mailing of the Class Notices) ²	
Deadline to file Motion for Final Approval of Settlement (16 court days before Final	

¹ For any Class Notices that are returned as undeliverable, Class Members may have up to 10 extra days, from the date the Settlement Administrator re-issues the Class Notice, to submit a valid Request for Exclusion or Notice of Objection to the Settlement.

² Class Members and Aggrieved Employees who received a re-mailed notice will have their Response Deadline extended by 10 calendar days, from the date of the re-mailing, to submit a valid Pay Period Dispute.

Approval Hearing)	
Final Approval Hearing	

15. The Court reserves the right to adjourn or continue the date of the Final Approval Hearing and all dates provided for in the Settlement Agreement without further notice to the Class.

IT IS SO ORDERED.

DATED: _____

HON. KATHERINE A. BACAL
SUPERIOR COURT OF CALIFORNIA