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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF KERN

DANIEL ALCOSER, individually, and on behalf of other similarly situated employees,

Plaintiff,

vs.

CVS PHARMACY, INC.; GARFIELD BEACH CVS, L.L.C.; CVS HEALTH CORPORATION; LONGS DRUG STORES CALIFORNIA, LLC; and DOES 1 through 25, inclusive,

Defendants.

Case No.: 26CUB02765

Honorable Gregory A. Pulskamp
Division J

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

Date: December 4, 2026
Time: 8:30 a.m.
Dept.: J

Complaint Filed: July 17, 2026
Trial Date: Not Set

[PROPOSED] ORDER

On December 4, 2026 at 8:30 a.m. in Division J of the above-captioned Court located at 1215 Truxtun Avenue, Bakersfield, California 93301, Plaintiff Daniel Alcoser's ("Plaintiff") Motion for Preliminary Approval of Class Action and PAGA Settlement, came on for hearing before the Honorable Gregory A. Pulskamp. Blackstone Law, APC appeared on behalf of Plaintiff, and Morgan, Lewis & Bockius LLP appeared on behalf of Defendants CVS Pharmacy, Inc., Garfield Beach CVS, L.L.C., Longs Drug Stores California, L.L.C., and CVS Health Corporation (together, "Defendants").

The Court, having carefully considered the papers, argument of counsel, and all matters presented to the Court, and good cause appearing, hereby **GRANTS** Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement.

IT IS HEREBY ORDERED THAT:

1. The Court preliminarily approves the Class and PAGA Action Settlement Agreement and Release ("Settlement" or "Settlement Agreement") attached as Exhibit 4 to the Declaration of Annabel Blanchard in Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement. This is based on the Court's determination that the Settlement falls within the range of possible approval as fair, adequate, and reasonable.

2. This Order incorporates by reference the definitions in the Settlement Agreement, and all capitalized terms defined therein shall have the same meaning in this Order as set forth in the Settlement Agreement.

3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate, and reasonable. It appears to the Court that extensive investigation and research have been conducted such that counsel for the parties at this time are able to reasonably evaluate their respective positions. It further appears to the Court that the Settlement, at this time, will avoid substantial additional costs by all parties, as well as avoid the delay and risks that would be presented by the further prosecution of the case. It further appears that the Settlement has been reached as the result of intensive, serious, and non-collusive, arms-length negotiations, and was entered into in good faith.

4. The Court preliminarily finds that the Settlement, including the allocations for the Class Counsel's Attorneys' Fees and Litigation Costs, Service Enhancement, LWDA PAGA Penalty Amount, Settlement Administration Expenses, and payments to the Participating Class Members and

PAGA Employees provided for in the Settlement Agreement, appear to be within the range of reasonableness of a settlement that could ultimately be given final approval by this Court. Indeed, the Court has reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily finds that the monetary settlement awards made available to the Class Members and PAGA Employees are fair, adequate, and reasonable when balanced against the probable outcome of further litigation relating to certification, liability, and damages issues and are consistent with the requirements of California Labor Code § 2699(e)(1).

5. The Court concludes that, for settlement purposes only, the proposed Class meets the requirements for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is impracticable; (b) common questions of law and fact predominate, and there is a well-defined community of interest amongst the members of the Class with respect to the subject matter of the litigation; (c) Plaintiff's claims are typical of the claims of the members of the Class; (d) Plaintiff will fairly and adequately protect the interests of the members of the Class; (e) a class action is superior to other available methods for the efficient adjudication of the controversy; and (f) Class Counsel is qualified to act as counsel for Plaintiff in his individual capacity and as the representative of the Class.

6. The Court conditionally certifies, for settlement purposes only, the Class, defined as follows:

> All current and former CVS employees who were given the title "store manager" and classified as exempt employees in California at any time during the Class Period.
>
> (The Class Period is defined as the period from December 20, 2018 through September 15, 2022.)

7. The Court provisionally appoints Jonathan M. Genish, Barbara DuVan-Clarke, Danielle L. GruppChang, P.J. Van Ert, Alexandra Rose, and Annabel Blanchard of Blackstone Law, APC as counsel for the Class ("Class Counsel").

8. The Court provisionally appoints Plaintiff Daniel Alcoser as the representative of the Class ("Class Representative").

9. The Court provisionally appoints Apex Class Action LLC to handle the administration of the Settlement ("Settlement Administrator").

10. Within thirty (30) calendar days after entry of this Order, Defendants will provide the Settlement Administrator with the following information about each Settlement Employee: names, addresses, employee numbers, Social Security numbers, the respective number of Workweeks each Class Member worked during the Class Period, and the number of Pay Periods each PAGA Employee worked during the PAGA Period (collectively referred to as the "Settlement Employee Data"), in conformity with the Settlement Agreement.

11. The Court approves, both as to form and content, the Notice of Class Action Settlement ("Class Notice") attached as Exhibit A to the Settlement Agreement. The Class Notice shall be mailed by first-class mail to Settlement Employees in the manner set forth in the Settlement Agreement. The Court finds that the Class Notice appears to inform Class Members of their estimated Class Settlement Payment amounts and estimated PAGA Employee Payment amounts, and the Settlement Administrator will receive and serve any Requests for Exclusion, written Objections, and disputes regarding Workweeks from Class Members. Class Members may also dispute the Workweeks credited to them by submitting a written dispute to the Settlement Administrator, as described in the Class Notice. Class Members who wish to object or request exclusion must do so no later than forty-five (45) days from the date of mailing of the Class Notice. The Court further finds that distribution of the Class Notice substantially in the manner and form set forth in the Settlement Agreement meets due process requirements, constitutes reasonable and the best practicable notice under the circumstances, and constitutes an appropriate and sufficient effort to locate current addresses for Settlement Employees. The Court further orders the Settlement Administrator to mail the Class Notice by first-class mail to Settlement Employees within fourteen (14) days after receipt of the Settlement Employee Data, pursuant to the terms set forth in the Settlement Agreement.

12. The Court hereby preliminarily approves the proposed procedure, set forth in the Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may choose to be excluded from the Class Settlement by submitting a written Request for Exclusion to the Settlement Administrator, postmarked no later than forty-five (45) days from the date of mailing of the Class Notice. The Request for Exclusion must include the Class Member's name, a statement that the Class Member desires to exclude himself or herself from the case, and the last four digits of the

Class Member's Social Security number. If a Class Member submits a deficient Request for Exclusion, the Settlement Administrator shall notify the Class Member of the deficiency within five (5) business days of receipt, and the Class Member shall have five (5) business days after the notice of deficiency is sent to cure the deficiency. Any Class Member who timely and validly requests exclusion from the settlement of the Class Claims will not be bound by the release of the Released Class Claims, but if that individual is also a PAGA Employee, he or she will still be bound by the release of the Released PAGA Claims. Class Members who submit untimely or deficient Requests for Exclusion shall become Participating Class Members, shall be bound by the Settlement, and will receive a Class Settlement Payment.

13. A Final Approval Hearing shall be held before this Court on _____ at _____ a.m./p.m. in Division J of the Kern County Superior Court, located at 1215 Truxtun Avenue, Bakersfield, California 93301, to determine all necessary matters concerning the Settlement, including: whether the proposed settlement of the action on the terms and conditions provided for in the Settlement is fair, adequate, and reasonable and should be finally approved by the Court; whether a judgment, as provided in the Settlement, should be entered herein; whether the plan of allocation contained in the Settlement should be approved as fair, adequate, and reasonable to the Class Members and PAGA Employees; and determine whether to approve the requests for the Class Counsel's Attorneys' Fees and Litigation Costs, Service Enhancement, Settlement Administration Expenses, and allocation for the PAGA Payment.

14. Class Counsel shall file a motion for final approval of the Settlement and for Class Counsel's Attorneys' Fees and Litigation Costs, Service Enhancement, and Settlement Administration Expenses, along with the appropriate declarations and supporting evidence, including the Settlement Administrator's declaration, by _____, to be heard at the Final Approval Hearing.

15. To object to the Class Settlement in writing, a Participating Class Member must submit their written Objection to the Settlement Administrator on or before the Response Deadline. The written Objection must be signed and must contain the information that is required, as set forth in the Class Notice, including and not limited to the grounds for the Objection. Participating Class Members,

individually or through counsel, may also present their Objection orally at the Final Approval Hearing, regardless of whether they have submitted a written Objection.

16. In the event the Settlement does not become effective in accordance with the terms of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails to become effective for any reason, this Order shall be rendered null and void, shall be vacated, and the parties shall revert back to their respective positions as of before entering into the Settlement Agreement. The fact that the Court certified the Class for settlement purposes shall not be admissible or have any bearing on the issue of whether any class should be certified in a non-settlement context.

17. The Court reserves the right to adjourn or continue the date of the Final Approval Hearing and any dates provided for in the Settlement Agreement without further notice to the Class Members and retains jurisdiction to consider all further applications arising out of or connected with the Settlement.

IT IS SO ORDERED.

Dated: _____

_____
Honorable Gregory A. Pulskamp
Judge of the Superior Court

EXHIBIT A

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF KERN
***Daniel Alcoser v. CVS Pharmacy, Inc. et al.*, Case No. 26CUB02765**

Notice of Class Action Settlement

If you are or were employed by CVS Pharmacy, Inc. as an exempt "store manager" at any time between December 20, 2018 and September 15, 2022, you may be eligible to receive compensation from a class action settlement.

- A former employee of CVS Pharmacy, Inc. ("CVS") filed a wage and hour class action and representative action under California's Private Attorneys General Act ("PAGA") against CVS on behalf of himself and all other Class Members and PAGA Employees (as defined hereinbelow). CVS denies all allegations.
- The parties have reached a settlement that the Court has preliminarily approved on the grounds that the settlement is fair, reasonable, adequate, and in the best interests of the class members.

A court authorized this notice. This is not an advertisement.
This is not a lawsuit against you. You are not being sued.
But, your rights will be affected by this settlement.

Your Legal Rights & Options in this Settlement	
Do Nothing and Get Automatic Payment	If you received this notice, you will automatically receive your share of the settlement, unless you exclude yourself from the settlement. You do not need to submit a claim form to receive this payment.
Exclude Yourself	Get no class payment. This is the only option that allows you to ever be part of any other wage and hour lawsuit against CVS that involves the claims made in this case. But to pursue any claims individually, you will have to get your own attorney or represent yourself. The deadline to submit a request for exclusion is [date]. However, if you are a PAGA Employee (defined below), then even if you exclude yourself from the class settlement, you will still receive a portion of the PAGA settlement and will be bound by the release of PAGA claims.
Object	If you so choose, you may object to the class settlement. The deadline to submit an objection is [date].

PLEASE READ THIS NOTICE CAREFULLY.
Your rights will be affected by this settlement.

1. Why did I get this notice?

You received this notice because CVS's business records indicate that you worked for CVS as an exempt store manager in California between December 20, 2018 and September 15, 2022. All current and former employees who fall within this definition are known as "Class Members." All current and former employees who worked for CVS as a salaried exempt store manager between October 16, 2021 and September 15, 2022 are also part of the settlement of claims for penalties under California Private Attorneys General Act ("PAGA") and known as "PAGA Employees."

2. Why should I read this notice?

This notice is to let you know that the parties in a class action and PAGA action filed against CVS have reached a tentative settlement. Under California law, a class action settlement must be reviewed by a judge via a two-step process: preliminary approval and final approval. On [preliminary approval], Judge Gregory A. Pulskamp of the Superior Court of California for the County of Kern preliminarily approved the terms of this proposed settlement and ordered this notice to be mailed to all class members. The Court will hold a Final Approval Hearing concerning the proposed settlement on [date] at [time]. This notice tells you about your rights to share in the settlement or to potentially exclude yourself (otherwise known as opting out) from the settlement.

3. What is this case about?

Plaintiff claims that CVS violated California wage and hour laws and unfair competition laws by improperly classifying store managers as exempt employees, failing to pay wages, including minimum and overtime wages, failing to provide compliant meal and rest periods or pay premium wages in lieu thereof, failing to provide one days' rest in seven days of work, failing to timely pay all wages due and owing to employees at the end of their employment or during employment, failing to provide accurate wage statements, failing to maintain payroll records, and failing to reimburse necessary business expenditures. Plaintiff filed a class action and a representative action under PAGA.

CVS denies all of these allegations and asserts it has fully complied with its legal obligations under California law. The Court has not made any determination about the strengths or weaknesses of the claims.

4. Who are the parties in this case?

Mr. Daniel Alcoser is the Plaintiff and Class Representative. CVS Pharmacy, Inc., Garfield Beach CVS, LLC, CVS Health Corporation, and Longs Drug Stores California, LLC are the Defendants. Plaintiff filed his PAGA action on behalf of the State of California.

5. Why did CVS agree to settle the case?

CVS agreed to settle the case only as a compromise because it wishes to finally, fully and completely resolve the dispute. By agreeing to the terms of the settlement, CVS does not admit any of the allegations in the case, that it has done anything wrong, or that any Class Member has suffered any damage. As such, CVS is not giving up its right to defend itself against any of the allegations involved in the lawsuit if this settlement fails for any reason.

6. How much is the settlement?

The Total Settlement Amount is $2,000,000, which will cover settlement payments to all Class Members and PAGA Employees, payment to California's Labor & Workforce Development Agency

representing 75% of the penalties attributed to the PAGA settlement; settlement administration expenses, a class representative service enhancement to Plaintiff, and Class Counsel's attorneys' fees and costs.

You do not need to submit a claim form in order to receive your share of the settlement.

Individual Class Settlement Payments will be paid from the Net Settlement Amount, which is the amount remaining after deductions from the Gross Settlement Amount for settlement administration expenses, a class representative service enhancement, the PAGA Payment, and Class Counsel's attorneys' fees and costs.

Each Participating Class Member (Class Members who do not request exclusion from the settlement) will receive a *pro rata* portion of the Net Settlement Amount based upon the respective number of workweeks that he or she worked during the Class Period, December 20, 2018 to September 15, 2022, as compared to the total number of workweeks that all other Participating Class Members worked during the Class Period. All PAGA Employees will receive a payment for their share of the PAGA settlement regardless of whether they request exclusion from the class settlement.

Workweeks include any weeks a Class Member was employed by Defendants during the Class Periods. Workweeks of Class Members who exclude themselves from the settlement will not be included in the total number of workweeks for purposes of calculating distribution of individual Class Settlement Payments.

Each individual Class Settlement Payment will be allocated as follows: 25% will be treated as unpaid wages, 50% will be treated as penalties, and 25% will be treated as interest. Each payment to PAGA Employees will be treated 100% as penalties. CVS will pay its share of applicable employer-side payroll taxes on the wages portion of the settlement payments separately and in addition to the Gross Settlement Amount. Participating Class Members are responsible for any taxes owing on the non-wage portion of their settlement payment.

If you do not want to participate in the individual Class Settlement Payment portion of the settlement, you must return a Request for Exclusion to the Settlement Administrator postmarked and/or received by the Settlement Administrator no later than [response deadline].

7. How much will I receive from the settlement?

CVS's business records indicate that you worked ___ weeks during the period from December 20, 2018 through September 15, 2022, which is the relevant time period for the Class Claims and ___ weeks during the period of October 16, 2021 through September 15, 2022, which is the relevant time period for the PAGA Claims. If you do not opt-out of class portion of this Settlement, you will automatically be mailed a check for your pro rata share of the Net Settlement Amount, which will be based on your total workweeks stated in this Notice. The amount you will receive is estimated to be $_____. You will receive payment for the PAGA portion of the settlement regardless of whether you opt out of the class settlement.

If you disagree with your total workweeks as stated above, please contact the Settlement Administrator and provide the total number of relevant workweeks that you believe you worked as an exempt Store Manager from December 20, 2018 through September 15, 2022. You will need to submit supporting documentation of your claimed workweeks by sending them to the Settlement Administrator, postmarked by no later than [response deadline]. The Settlement Administrator will review your claim and all supporting documentation that you provide and then will notify you of the final determination via written correspondence.

8. What are my rights in this case?

If you wish to participate in the settlement and receive compensation, you do not need to submit a claim form. You will be mailed a payment automatically (unless you timely opt out) if the settlement becomes final.

If you do not wish to participate in the class settlement, you must request exclusion by sending the Settlement Administrator a written request for exclusion, postmarked on or before [response deadline]. **If you request exclusion, you will receive no money from the class settlement**. The settlement will also bind all Class Members who do not timely and properly request exclusion, absent good cause found by the Court.

If you wish to make an objection to the settlement, you may file a written statement stating your objection and the basis for your objection, along with any and all documents that support your objection, with the settlement administrator, which must be postmarked by [response deadline]. Written objections and supporting papers must (1) clearly identify the case name and number (*Alcoser v. CVS Pharmacy, Inc.,* Kern County Superior Court Case No. 26CUB02765, (2) your full name, signature, address, and telephone number, (3) a written statement of all grounds for the objection including any written documentation, (4) indicate whether the you are represented by counsel and, if so, identify such counsel and his/her email address, (5) indicate whether the you or your counsel intend to appear at the Final Approval Hearing, and (6) if you are represented by counsel, be signed by your attorney. Even if you do not timely submit an objection, you may still object to the settlement by appearing at the Final Approval Hearing. Even if you object to the settlement, you will still receive your pro rata share of the Net Settlement Amount if the Court approves the settlement, and any portion of the PAGA Payment you may be entitled to if you are a PAGA Employee.

The Court will hold the Final Approval Hearing at the Metropolitan Division Justice Building, 1415 Truxtun Avenue Division J, Bakersfield, California 93301, on _____ at _____ to determine whether the settlement should be finally approved as fair, reasonable, and adequate. **It is not necessary for you to appear at this hearing to participate in the settlement**.

9. What rights will I give up if I participate in this settlement?

If the settlement is approved, each Participating Class Member releases and discharges the Released Parties, including CVS, from certain claims and liabilities, as set forth below.

Participating Class Members will fully and finally release and discharge the Released Parties from any and all liability for the Released Class Claims, which covers the time period from December 20, 2018 through September 15, 2022. The Released Class Claims include any and all wage and hour claims that accrued up to the end of the Class Period and that have been or could have been asserted in the instant Action based on the allegations in the Complaint in this Action, including but not limited to, Failure to Pay Wages for All Hours Worked in Violation of the Industrial Welfare Commission Wage Orders and California Labor Code §§ 200-204, 226, 500, 510, 558, 118.2, 1194, 1197, 1197.1, 1198 abd 8 CRR § 11070; Failure To Pay Overtime Premium Pay in Violation of Labor Code §§ 200-203, 226, 500, 510, 558, 558.1, 1194, 1194.2, 1198 & IWC Wage Order 9-2001, § 3; Meal and Rest Break Violations California Labor Code §§ 200, 226.7, 512, 1198 and 8 CCR § 11070; Failure to Timely Pay Wages During Employment in Violation of Labor Code §§ 204 and 210; Failure to Provide One Day's Rest In Seven In Violation of Labor Code §§ 551, 552 and 852; Failure to Reimburse for Reasonable and Necessary Business Expenses §§ 227.3, 2800 and 2802; Failure to Provide Accurate Itemized Wage Statements in Violation of Labor Code §§ 226(a), 226.3, 558.1, 1174; Failure to Pay Wages At Time of Termination in Violation of California Labor Code §§ 201-203; Unfair Competition in Violation of Business & Professions Code §§ 17200, *et seq.*; any derivative claims based on such alleged violations, including those under the Fair Labor Standards Act ("FLSA") or any applicable California Industrial Welfare Commission Wage Order; related common law claims for conversion,

other alleged tortious conduct, breach of contract, and misrepresentation; and any other derivative claims under California law including claims for statutory or civil penalties, liquidated damages, punitive damages, interest attorneys' fees, litigation and other costs, expenses, restitution, and equitable and declaratory relief.

The Released Parties means CVS Pharmacy, Inc., Longs Drug Stores California LLC, Garfield Beach CVS, LLC, CVS Health Corporation, and their affiliates, divisions, subsidiaries, parents, predecessors, any merged entity or merged entities and/or its or their present and former officers, partners, directors, managers, supervisors, employees, attorneys, agents, shareholders and/or successors, assigns, trustees, heirs, administrators, executors, representatives and/or principals thereof.

10. Is there a trial date set for this class action?

Currently, there is no trial date. If the settlement is not approved by the Court, the parties may proceed to trial.

11. Who are the attorneys representing the parties?

Class Counsel - Attorneys for Plaintiff/Class Representative Daniel Alcoser	**Attorneys for Defendants CVS, et al.**
Jonathan Genish; Barbara DuVan-Clarke; Danielle GruppChang; P.J. Van Ert; Alexandra Rose; Annabel Blanchard BLACKSTONE LAW, APC 8383 Wilshire Boulevard, Suite 745 Beverly Hills, California 90211 Telephone: (310) 622-4278 Fax: (855) 786-6356	Jennifer B. Zargarof MORGAN, LEWIS & BOCKIUS, LLP 300 South Grand Avenue, Twenty-Second Floor Los Angeles, CA 90071-3132 Telephone: (213) 612-2500

12. How will the attorneys, class representative and settlement administrator be paid?

Class Counsel have been working on this case well before the case was filed on July 17, 2026. They will apply for the customary fee of up to 35% of the Total Settlement Amount (i.e., $700,000) and reimbursement of actual litigation costs incurred during the litigation which should not exceed $25,000. CVS will bear its own attorneys' fees and costs outside of this settlement. Class Counsel will further apply for a class representative service payment of $7,500 for Plaintiff to recognize Plaintiff's services to the class action, and for assuming the risk of paying the litigation costs incurred by Class Counsel and CVS in the event of an unsuccessful outcome in this case at trial or on appeal. Additionally, the Court-appointed Settlement Administrator's expenses (estimated to be approximately $30,000), associated with mailing and processing Class Members' claims will be deducted from the settlement fund.

13. What if I need additional information?

For a more detailed statement of the matters involved in the Action and the settlement, you may refer to the pleadings, the Class Action Settlement Agreement and Release, and other papers filed in the Action.

The case files in *Alcoser v. CVS* may be inspected by visiting the Court's website at: https://www.kern.courts.ca.gov/. You can also contact Class Counsel with any question regarding the settlement.

All inquiries, opt-outs, or objections to the settlement, should be directed to:

[SETTLEMENT ADMINISTRATOR].
[ADDRESS]
[TELEPHONE]
[EMAIL]

Refer to the Alcoser v. CVS Class Action Settlement.

PLEASE DO NOT WRITE OR TELEPHONE THE COURT FOR INFORMATION ABOUT THE PROPOSED SETTLEMENT OR THIS LAWSUIT
THE COURT HAS APPROVED THIS NOTICE.