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12 Eldenaf; Sole Counsel for Oriandi Alcantar,
13 Patricia Lopez, and Andrew Bruun,
14 *Individually, on behalf of themselves, all others*
15 *similarly situated or aggrieved, and the State of*
16 *California*
17

18 *(Additional Counsel Listed on Following Page)*
19

20 **UNITED STATES DISTRICT COURT**
21 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**
22

23 SEVAG CHALIAN, an Individual, et
24 al., on behalf of themselves and all
25 others similarly situated and the general
26 public,

27 Plaintiffs,

28 vs.

CVS PHARMACY, INC., a Rhode
Island corporation; CVS RX
SERVICES, INC., a New York
corporation; GARFIELD BEACH CVS,
LLC, a California limited liability
company; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO. 2:16-cv-08979-AB-AGR

Assigned to Hon. André Birotte Jr.

**DECLARATION OF R. CRAIG
CLARK IN SUPPORT OF
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION AND
PAGA SETTLEMENT**

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26 and R. Craig Clark and Alicja Urtnowski - Clark
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28 for Plaintiffs Sevag Chalian, Patrick Brennan,
Sigfredo Cabrera, Enko Telahun, May Eldenaf,
individually, on behalf of themselves, all others
similarly situated or aggrieved, and the State of
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7 Attorneys for Ryan Hyams and Regine Duhon
8 *Individually, on behalf of themselves, all others*
9 *similarly situated or aggrieved, and the State of*
10 *California*
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1 I, R. Craig Clark, declare as follows:

2 1. I am an attorney admitted and licensed to practice law in the state of California
3 and before This Honorable Court. I am the Founding Attorney at Clark Law Group (now
4 Consumer and Employment Lawyers), and counsel of record for Plaintiffs Sevag Chalian,
5 Patrick Brennan, Sigfredo Cabrera, Enko Telahun, and May Eldenaf. My firm is sole
6 counsel for Oriandi Alcantar, Patricia Lopez, and Andrew Bruun, individually, and on
7 behalf of themselves, all other similarly situated or aggrieved, and the State of California.
8 This declaration¹ is in support of Plaintiffs' Motion for Preliminary Approval of Class and
9 PAGA Settlement. The matters stated herein are known to me based upon my own personal
10 knowledge, except as otherwise stated.

11 **Qualifications Of Counsel**

12 2. I have extensive experience in litigating wage and hour class action and
13 representative actions under the Private Attorney General Act of 2004 ("PAGA"), as
14 outlined below.

15 3. I have practiced law in California for over 38 years. I have tried over 30 cases
16 to juries and received two "Outstanding Trial Lawyer" awards. Over the past 30 years, my
17 firm, Clark Law Group/Consumer and Employment Lawyers, has handled well over 200
18 class, collective, and representative actions and complex commercial matters, including
19 many wage and hour class actions, cases under PAGA, other labor and employment issues,
20 and consumer fraud. My firm has served as class counsel, lead counsel, and co-lead counsel
21 in a majority of the matters. My firm has successfully prosecuted and obtained significant
22 recoveries in wage and hour class, collective, and representative PAGA actions brought in
23 California, as described herein.

24 4. I am the founding partner of Clark Law Group, now Consumer and
25 Employment Lawyers. I graduated from the University of San Diego, School of Law in
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27 ¹ This declaration incorporates by reference the definitions in the Global Settlement Agreement.
28 To the extent the terms are defined in the Agreement, all defined terms contained herein shall
have the same meaning as set forth in the Agreement.

1 1986 and have been practicing law in California since 1987. After law school, I joined the
2 largest and most prestigious law firm in San Diego, Gray Cary Ames & Fyre (now DLA
3 Piper), where I specialized in litigating complex cases mostly on behalf of corporate
4 defendants and insurance companies, before leaving to represent individuals, groups of
5 people, and small companies in complex, class, and/or collective actions.

6 5. Before founding Consumer and Employment Lawyers, I was a partner at
7 Levine, Steinberg, Miller and Clark; Clark & Markham, LLP.; and Clark Law Group.
8 Throughout my career, I have litigated at all levels of the California state and Federal court
9 system, including presenting oral argument before several California Appellate Courts, the
10 U.S. Ninth Circuit Appellate Courts, and the California Supreme Court, in a wage and hour
11 class action lawsuit entitled *Mendoza v. Nordstrom, Inc.* in 2017.

12 6. I have served as lead counsel or co-lead counsel in many large class action
13 settlements, many of which have included PAGA claims. My firm's settlements in wage
14 and hour claims cases include a \$2.9 million class and PAGA action settlement in *Bennie*
15 *v. Lowes's HIW, Inc.*, United States District Court for the Central District of California,
16 Case Number 8:08-cv-00576-DOC-SH, which was finally approved on October 20, 2009;
17 a \$16.65 million class and PAGA action settlement in *Contreras v. Bank of America, N.A.*,
18 et al., San Francisco County Superior Court, Case Number CGC-07467749, finally
19 approved on September 3, 2010; a \$9.8 million class and PAGA action settlement in *Vloria,*
20 *et al. v. Stewart Title of California, Inc., et al.*, Fresno County Superior Court, Case Number
21 07 CE CG 01735 AMC, finally approved on October 27, 2020; and a \$5.5 million class and
22 PAGA action settlement in *De Valle, et al. v. L.A. Fitness International, LLC*, Los Angeles
23 County Superior Court, Case Number BC438654, finally approved on December 12, 2012.

24 7. Other California wage and hour settlements my firm has obtained include a
25 \$850,000.00 class and PAGA action settlement in *Anderson, et al. v. Oracle Corporation,*
26 Alameda County Superior Court, Case Number CIV469916/JCCP 4597; \$3.5 million class
27 and PAGA settlement in *Rosenloev, et al. v. 24 Hour Fitness, USA, Inc.*, Orange County
28 Superior Court, Case Number 30-2009-00180140, finally approved on February 25, 2014;

1 a \$900,000.00 class and PAGA settlement in *Campagna, et al. v. Language Line, Services,*
2 *Inc.*, Orange County Superior Court, Case Number 30-2012-00578934-CUOE-CXC; a
3 \$1.97 million class action settlement in *Johnson, et al. v. Metlife Ins. Co.*, United States
4 District Court for the Central District of California, Case Number 13-cv-128-JLS-RNB,
5 finally approved on March 19, 2015; a \$1.7 million class and PAGA action settlement in
6 American Advisors Group Wage and Hour Cases, Orange County Superior Court, Case
7 Number JCCP 4807, finally approved on October 16, 2017; a \$1.75 million non-
8 reversionary class and PAGA settlement in *Harrington v. Professional Security*
9 *Consultants*, Los Angeles County Superior Court, Case Number BC538101, finally
10 approved on June 5, 2017; and a \$5.75 million class and PAGA action settlement in *DirecTV*
11 *Wage and Hours Cases*, Santa Clara County Superior Court, Case Number JCCP 4850,
12 finally approved on July 19, 2019.

13 8. My office also served as co-lead counsel (first filed case) and obtained final
14 approval on March 20, 2018, in the *Wells Fargo Wage and Hour Cases* matter, Alameda
15 County Superior Court, Case Number JCCP004821, for 28,474 class, PAGA, and collective
16 members with the gross settlement amount of \$27.5 million.

17 9. On August 29, 2018, my office obtained final approval for a recovery in the
18 amount of \$2.75 million for the 364 class members in the *Gonzalez, et al. v. L and R Auto*
19 *Parks, Inc.* matter, Los Angeles County Superior Court, Case Number BC589677. On
20 November 13, 2018, my office obtained final approval of a \$600,000.00 PAGA settlement
21 in *Kim v. ATV, Inc., dba American Tire Depot*, Los Angeles County Superior Court, Case
22 Number BC616213. My firm obtained a \$299,000.00 class and PAGA action settlement on
23 November 30, 2018, in *Hoffman v. Legoland California, LLC*, San Diego County Superior
24 Court, Case Number 37-2017-00026357-CU-OE-CTL. My firm also obtained a \$2.2
25 million settlement for 990 class members in the class, PAGA, and collective action *De Leon*
26 *v. Ricoh USA, Inc., et al.*, United States District Court for the Northern District of California,
27 Case Number 3:18-cv-03725-JSC, which was finally approved on March 31, 2020.

10. My firm also served as lead counsel and obtained a wage and hour class and
PAGA settlement of \$12.2 million in *Pacific Bell Wage and Hour Cases*, Judicial Council
Coordination Proceeding No. 5017, entitled *Leggins et. al. v. Pacific Bell Telephone
Company, et al.*, Los Angeles County Superior Court (final approval granted on October 3,
2023), among other cases.

11. This Honorable Court has previously accepted me as Counsel in the herein
underlying Chalian/Consolidated v CVS case on August 5, 2020 (Preliminary Approval)
and Appointed me (and my Partner, Alicja Urtnowski) as co-class counsel on July 16, 2021
(Final Approval).

12. My office is, therefore, highly experienced in prosecuting wage and hour class,
collective, and representative PAGA actions and can and have adequately and competently
represent(ed) the Class and State of California in this matter. A true and correct copy of my
firm's resume is attached hereto as **Exhibit 1** and incorporated herein by reference.

Relevant Procedural History

13. On July 20, 2016, Sevag Chalian filed a putative wage and hour class action
against CVS Pharmacy, Inc., CVS Rx Services, Inc., and Garfield Beach CVS LLC
("CVS") in the Los Angeles County Superior Court of the State of California, and on
December 5, 2016, CVS removed that action to the United States District Court for the
Central District of California, Case No. 2:16-cv-08979 ("*Chalian Action*").

14. On August 3, 2017, Sigfredo Cabrera filed a putative wage and hour class
action against CVS in Alameda County Superior Court of the State of California. On
September 5, 2017, this action was amended to add Enko Telahun as a second named
plaintiff. On October 9, 2017, CVS removed this action to the United States District Court
for the Northern District of California, Case No. 3:17-cv-05803 (the "*Northern District of
California Action*"). This action was filed by my firm.

15. On March 16, 2018, the Northern District of California (Hon. William Alsup)
granted in part and denied in part CVS' motion to compel arbitration, setting an evidentiary
hearing to determine whether Ms. McNeely validly opted out of CVS' arbitration program.

CVS appealed that decision to the United States Court of Appeals for the Ninth Circuit, Case No. 18-15459 (the “*McNeely* Appeal”).

16. On March 19, 2018, Plaintiffs Cabrera, Telahun and McNeely (now deceased) filed the second amended complaint, which alleges on behalf of Pharmacy Employees that CVS failed to pay minimum wages and overtime compensation (Labor Code §§ 204, 510, 558, 1194, 1197, 1197.1 and 1198); failed to provide legally compliant meal periods or compensation in lieu thereof (Labor Code §§ 226.7 and 512); failed to provide legally compliant rest periods or compensation in lieu thereof (Labor Code § 226.7); failed to pay wages owed (Labor Code §§ 201-203); failed to furnish accurate itemized wage statements (Labor Code §§ 226 and 226.3); failed to maintain accurate records (Labor Code §§ 226(a), 226.3, and 1174); failed to reimburse for necessary work expenses (Labor Code §§ 2800 and 2802); and participated in unfair business practices (Bus. & Prof. Code §§ 17200 et seq.). The second amended complaint also alleged, pursuant to the California Private Attorney General Act, Lab. Code §§ 2698, et seq. (“PAGA”), and on behalf of Plaintiffs Cabrera and Telahun, and other aggrieved employees that CVS owes civil penalties for alleged violations of Labor Code §§ 201-203, 204, 226, 226.3, 226.7, 510, 512, 1174, 1194, 1197, 1197.1, 1198, 2800, and 2802 and relevant IWC Wage Orders.

17. On July 10, 2018, Counsel sent CVS a proposed Third Amended Complaint naming Patrick Brennan as a fourth named plaintiff in the *Northern District of California* Action.

18. On September 14, 2018, the Northern District of California (Hon. William Alsup) denied CVS’s motion to compel Ms. McNeely’s claims to arbitration subject to an evidentiary hearing to determine whether she validly opted out of CVS’s arbitration program. CVS appealed the decision denying its motion to compel arbitration to the United States Court of Appeals for the Ninth Circuit, Case No. 18-15459 (the “*McNeely* Appeal”).

19. On September 25, 2018, the Northern District of California (Judge William Alsup) granted summary judgment in CVS’s favor on Mr. Cabrera’s and Mr. Telahun’s PAGA claims based on the court’s analysis and application of the California Appellate

1 Court decision in *Kim v Reins International California, Inc.* 18 Cal. App. 5th 1052 (2017).
2 The Plaintiffs appealed, and while their case was pending on appeal, the California Supreme
3 Court reversed the *Kim v. Reins* appellate decision, finding that a plaintiff who settled their
4 individual claims for compensation still has standing to pursue a PAGA action. *Kim v.*
5 *Reins*, 9 Cal. 5th 73 (2020).

6 20. Since 2018, my firm has been working cooperatively with counsel for Plaintiff
7 Chalian and jointly prosecuting the Chalian and Cabrera respective actions. On July 20,
8 2018, the Chalian Action and the Cabrera Telahun Action were consolidated (the
9 “*Chalian/Consolidated Action*”), and on July 20, 2020, a Consolidated Complaint was filed
10 in United States District Court for the Central District of California, where the *Chalian*
11 Action had been filed. Case No. 2:20-CV02401. Both cases were consolidated in This
12 Court. (*Chalian/Consolidated Action*)

13 21. On March 7, 2019, the *Chalian/Consolidated Action* counsel submitted a letter
14 to the California Labor and Workforce Development Agency pursuant to PAGA, claiming
15 CVS failed to properly pay her and threatening a wage and hour class action (the “*Eldanaf*
16 *Claim*”). Eldanaf filed an Amended PAGA Notice on August 6, 2025.

17 22. The *Chalian/Consolidated Action* settled, went through final approval, and
18 was subject to appeal to the Ninth Circuit.

19 23. On July 2, 2018, Ryan Hyams filed a PAGA Notice with the State of
20 California. On August 21, 2018, Hyams filed a putative wage and hour class action against
21 CVS in San Francisco County Superior Court of the State of California, and on October 12,
22 2018, CVS removed that action to the United States District Court for the Northern District
23 of California, Case No. 4:18-cv-06278 (the “*Hyams Action*”). On March 19, 2019, a Second
24 Amended Complaint was filed, adding Regine Duhon as a proposed class representative.

25 24. The *Hyams Action*, the Second Amended Complaint alleged, on behalf of a
26 proposed class of California employees, failure to provide required uninterrupted meal
27 periods (Labor Code §§ 226.7, 512(a) and 1198), failure to authorize and permit required
28 rest breaks (Labor Code §§ 226.7 and 1198), failure to pay overtime (Labor Code §§ 510

1 and 1198), failure to pay minimum wages (Labor Code §§ 1182.12, 1194, 1197, and
2 1197.1), failure to pay timely wages at termination (Labor Code §§ 201, 202, and 203),
3 failure to timely pay all wages (Labor Code §§ 204, 1182.12, 1194, 1194.2, 1197, and 1198),
4 failure to reimburse employment related expenses (Labor Code § 2802), failure to maintain
5 required records (Labor Code §§ 226(a), 1174(d), and 1198.5), failure to furnish accurate
6 itemized wage statements (Labor Code §§ 226 and 226.3), failure to provide written notice
7 of paid sick leave (Labor Code § 246), failure to provide one day's rest in seven (Labor
8 Code §§ 551, 552, and 852), failure to comply with Labor Code Sections 850 and 851),
9 Unlawful Business Practices (Bus. & Prof. Code § 17200, et seq.), and representative action
10 for civil penalties (Labor Code §§ 2699, 210, 225.5, 226.3, 558, 850, 851, 852, 853, 1174.5,
11 11971 and 1199).

12 25. On August 18, 2025, Oriandi Alcantar, Patricia Lopez, and Andrew Bruun
13 filed a PAGA Notice with the State of California and, on September 3, 2025, filed an
14 Amended PAGA Notice. On September 25, 2025, Oriandi Alcantar, Patricia Lopez, and
15 Andrew Bruun filed a putative wage and hour class action against CVS in San Diego County
16 Superior Court, asserting claims that overlapped with the previously mentioned
17 *Chalian/Consolidated* Action, the Hyams Action, and the Eldanaf Claim in the San Diego
18 County Superior Court in the State of California, Case No. 25CU052040C (the "*Alcantar*
19 *Action*"). The Alcantar Action included all causes of action and claims in the other cases.
20 On November 7, 2025, the plaintiffs in the *Alcantar* Action filed an Amended Complaint.

21 26. The *Chalian/Consolidated* Action, the *Hyams* Action, the *Alcantar* Action, and
22 the *Eldanaf* Claim involve overlapping wage and hour and PAGA claims.

23 27. On July 29, 2019, the underlying *Chalian/Consolidated* Action Plaintiffs and
24 CVS mediated the *Chalian* Action, the *Northern District of California* Action, and the
25 *Eldanaf* PAGA Claim in San Francisco, California, before David A. Lowe, Esq., of Rudy
26 Exelrod Zieff & Lowe LLP, a prominent and well-respected mediator in wage and hour
27 class litigation. Before mediation, there was a robust exchange of information and data,
28 including but not limited to the following:

- 1 1. Class list containing persons who did not execute arbitration agreements;
- 2 2. Excel spreadsheets detailing dates of employment, annual salary, and hourly
3 rate for employees in the putative Class;
- 4 3. LEARNet data, which shows when a representative sampling of putative
5 Class Members logged into the monthly required training;
- 6 4. Site Minder data for 2017 and 2018, which reflects putative Class Member
7 activity on the LEARNet training site;
- 8 5. Spreadsheets showing time punches for a sampling of putative Class
9 Members, which, when compared to LEARNet data, identifies persons who logged onto
10 LEARNet while not clocked in;
- 11 6. Spreadsheet showing what was paid to putative Class Members each pay
12 period; and
- 13 7. Relevant policies and procedures regarding training modules, off-the-clock
14 work, sick pay, reimbursement policy, meal and rest periods, etc. The parties
15 memorialized their settlement and, pursuant to it, transferred the Cabrera Telahun
16 Action to the Central District of California, filing the Consolidated Second Amended
17 Complaint
- 18 28. The Mediation was extensive and adversarial. Progress was made, but the
19 case(s) did not settle. There followed another exchange of extensive data, documents, and
20 information from CVS to Plaintiffs. Plaintiffs continued to evaluate and evaluate all the
21 data, documents, and information they had received and compiled. After months of
22 settlement exchanges through Mr. Lowe. Another full day of formal mediation was
23 scheduled.
- 24 29. On November 11, 2019, the Parties engaged in a second day of mediation
25 before David A. Lowe, Esq., and came to an agreement in principle to resolve all pending
26 wage and hour disputes between them. Subsequent to this, additional pay and time data, as
27 well as additional written policies, were provided to Plaintiffs to further verify the
28 accuracy of their analysis and projections, and to ensure the Settlement was fair,

1 reasonable, and adequate. Plaintiffs' expert also performed additional calculations based
2 on the new data and information.

3 30. On March 5, 2020, the Ninth Circuit remanded the Northern District of
4 California Action after the underlying *Chalian/Consolidated* Action Plaintiffs and CVS
5 informed the Court of a settlement. On March 10, 2020, the District Court in the *Northern*
6 *District of California* Action (Judge Alsup) transferred the case to the Central District
7 pursuant to a stipulation to transfer the case to the same courtroom as the *Chalian* matter.

8 31. On June 3, 2020, the underlying *Chalian/Consolidated* Action Plaintiffs and
9 CVS filed a stipulation with leave to file a consolidated Second Amended Complaint,
10 which combines the *Chalian* Action and the *Northern District of California* Action into
11 one consolidated action.

12 32. On June 24, 2020, the underlying *Chalian/Consolidated* Action Plaintiffs and
13 CVS filed an amended stipulation for the consolidation of the *Chalian* Action and the
14 *Northern District of California* Action. This amended stipulation was granted on July 1,
15 2020, and the Second Amended Complaint, combining the *Chalian* Action and the
16 *Northern District of California* Action, was filed on July 3, 2020, reflecting the
17 underlying *Chalian/Consolidated* Action.

18 33. On June 5, 2020, Plaintiffs Ryan Hyams and Regine Duhon filed a motion to
19 intervene after learning of the settlement in *Chalian/Consolidated action*.

20 34. The *Hyams* Plaintiffs opposed and filed objections to the *Chalian/Consolidated*
21 Settlement throughout the *Chalian/Consolidated* Action's settlement approval process.

22 35. On July 30, 2020, the Court denied the *Hyams* Plaintiffs' motion to intervene.

23 36. On July 16, 2021, the District Court overruled the *Hyams* Plaintiffs' objections
24 and approved the *Chalian/Consolidated* Settlement.

25 37. The *Hyams* Plaintiffs appealed the District Court's denial of their motion to
26 intervene and approval of the *Chalian/Consolidated* Settlement to the Ninth Circuit Court
27 of Appeals. On June 6, 2025, the Ninth Circuit Court of Appeals reversed and remanded
28 the District Court's order denying the *Hyams* Plaintiffs' motion to intervene, as to three

1 non-overlapping PAGA claims. The Ninth Circuit also vacated and remanded the District
2 Court's order approving the Chalian/Consolidated Settlement because it included
3 "unnoticed" PAGA claims (e.g., the three non-overlapping PAGA claims). (In the Ninth
4 Circuit Memorandum of Decision, Filed June 6, 2025, the Appellate Court stated:
5 "Concerning the class claims, we see no error. Nothing suggests that the district court failed
6 to comprehensively examine the record for all fairness factors and indicators of possible
7 collusion." (P.3, Paragraph 2.))

8 38. In a related appeal filed by Parvin Ghassemian, Case No. 21-55904, the Ninth
9 Circuit held the District Court did not abuse its discretion in approving the class action
10 settlement and affirmed the judgment in the case.

11 39. On August 8, 2025, the District Court ordered the *Chalian/Consolidated*
12 Action reopened and ordered the Parties (to include Hyams and Duhon) to meet and confer,
13 to attempt to agree on and propose next steps in the *Chalian/Consolidated* Action.

14 40. On November 20, 2025, all the Parties mediated their claims with Michael
15 Dickstein, who had continued to engage with the *Hyams* Plaintiffs and CVS after the
16 original June 9, 2020, mediation, and, on November 20, 2025, with Mr. Dickstein's
17 assistance—the Parties agreed upon a global resolution of all claims.

18 **Summary of Settlement**

19 41. At the November 20, 2025, mediation with Mr. Dickstein, the Parties engaged
20 in further negotiations regarding the specific terms of the settlement, ultimately finalizing
21 and executing a written Global Settlement Agreement. A true and correct copy of the fully
22 executed Global Settlement Agreement is attached to Michael Morrison's Declaration as
23 Exhibit 1.

24 42. Proposed Class Counsel has/have extensive experience litigating wage and
25 hour class and representative actions. Individually and Collectively, the firms have served
26 as counsel, lead counsel, and co-lead counsel in numerous such matters, many involving
27 complex wage and hour claims
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1 43. Class Counsel is well qualified to evaluate the claims at issue and the
2 viability of any defenses, and is fully informed of the potential risks and benefits of
3 continued litigation. Based on knowledge and experience, I believe the settlement is fair,
4 adequate, and reasonable, and in the best interests of the Settlement Class.

5 43. Plaintiffs' Counsel collectively performed a massive amount of work in order
6 to investigate the claims, establish a reasonable settlement value, and prepare the case,
7 including preparing for and participating in multiple mediations. This work included, but
8 was not limited to:

9 (1) Successfully opposing Defendants' Motion for Judgment on the
10 Pleadings as to Plaintiff Chalian. Opposing multiple preliminary motions in the Northern
11 California Action, including the Motion for Summary Judgment and the appeal following
12 that motion.

13 (2) Opposing Defendants' motions to compel arbitration;

14 (3) Preparing and filing all appropriate motions and supporting pleadings
15 to consolidate the *Chalian* Action and the *Northern California District Court* Action
16 necessary for the underlying Chalian/Consolidated settlement;

17 (4) Reviewing thousands of documents, including Defendants' policies
18 and procedures related to the issues at dispute in this lawsuit, as well as an in-depth
19 examination of the formulation, implementation, and training on those policies and
20 procedures;

21 (5) In the underlying *Chalian/Consolidated* Action, reviewing pay records,
22 time punch records, and records related to training time for the Class and hiring expert
23 statisticians to determine the total wages, penalties, and interest owed to Class Members;

24 (6) In all Actions, obtaining comprehensive Class Data and working with
25 experts to analyze potential liability and damages for all claims involved in that action;

26 (7) Preparing for and attending multiple mediation sessions with well-
27 respected mediators for the underlying *Chalian/Consolidated* Action settlement, Hyams
28 action, and the global mediation for this Global Settlement;

1 (8) Appellate briefing regarding the motion for intervention and approval
2 of the prior settlement; and

3 (9) Reviewing additional data and information provided in connection
4 with the global mediation in order to verify the previous calculations, update and evaluate
5 all class information regarding employee numbers and work weeks, made and to ensure
6 the settlement was fair, reasonable, and adequate.

7 44. Accordingly, by the time of this Global Settlement, Plaintiffs had a wealth of
8 information upon which to make an informed decision about the appropriate relief
9 necessary to settle this case.

10 45. To avoid the expense and burden of further litigation and/or arbitration, and
11 the challenges of resolving the alleged claims without the participation of all Parties in the
12 overlapping actions, the Parties desire to resolve globally any and all California wage and
13 hour and PAGA claims that were or could have been asserted by Plaintiffs, on behalf of:

- 14 a. **Pharmacists:** Any person who held an hourly, non-exempt retail pharmacist
15 position in California from August 3, 2014, to the date the District Court enters
16 an order granting preliminary approval of this global settlement;
- 17 b. **Additional Pharmacists Covered by Chalian Action:** Any person who worked
18 in an hourly, non-exempt retail pharmacist position in California in Regions 65
19 and 72, from July 20, 2012, to August 2, 2014, whose claims are not subject to
20 arbitration and whose LEARNet and/or Siteminder data indicates activity when
21 time punch records do not show the employee was clocked in;
- 22 c. **Other Retail Pharmacy Employees:** Any person who held an hourly,
23 nonexempt, non-pharmacist retail pharmacy position in California from August 3,
24 2014, to the date the District Court enters an order granting preliminary approval
25 of this global settlement; and
- 26 d. **Front Store Employees:** Anyone who held an hourly, non-exempt front store
27 position in California from August 21, 2014, to the date the District Court enters
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an order granting preliminary approval of this global settlement, and whose claims have not already been released.

46. Ultimately, the agreed-upon settlement reflects the realities of each side's case and the information obtained during the discovery process, as well as through informal exchanges, as described above. The proposed settlement is the result of extensive, informed, arms-length negotiations between counsel with substantial litigation experience, who are fully familiar with the legal and factual issues in this case, and who have specific experience litigating and settling complex and class action cases, including wage and hour class actions.

47. Accordingly, I, and to my knowledge, all Plaintiffs' counsel collectively, believe the settlement is fair and reasonable. The experience of counsel and the nature and quality of their negotiations weigh greatly in favor of the District Court's approval.

48. The Parties have agreed to settle this case for a total of Thirty-Six Million U.S. Dollars and Zero Cents (\$36,000,000.00 U.S.D.) With this Court's approval, the Administrator will make and deduct the following payments from the Gross Settlement Fund:

To Class Members:	The Settlement Administrator shall allocate the Net Settlement Amount among Settlement Class Members as follows: Pharmacist Distribution: Forty-five Percent (45%) Other Retail Pharmacy Settlement Class Distribution: Forty Percent (40%) Front Store Settlement Class Distribution: Fifteen Percent (15%)
To Plaintiffs:	\$30,000.00 to Ryan Hyams; \$20,000.00 each to Sevag Chalian, Sigfredo Enrrique Cabrera, Enko Telahun, Patrick Brennan, May Eldanaf, and Regine Duhon; \$10,000 each to Oriandi Alcantar, Patricia Lopez, and Andrew Bruun

	This amount is to fairly compensate Plaintiffs for their service to the class, the risks and stigma attached to their role as Class Representative, and the extensive help and contribution to litigation.
To Class Counsel:	Upon court approval, Class Counsel's collective requests for attorneys' fees not to exceed an aggregate amount of 33.333% (one-third) of the Maximum Settlement Amount (i.e., \$11,998,800.00). In addition to reasonable documented litigation costs incurred by Class Counsel in litigation and settlement of all Wage and Hour Actions. Counsel have agreed to request the fees be split by the Court with <i>Hyams</i> Counsel, Gunn Coble LLP and Kramer Brown Hsui LLP, collectively seeking 66 2/3% of the total available attorneys' fees to be awarded by the District Court; Co-counsel in <i>Chalian/Consolidated</i> Action and sole counsel in <i>Alcantar</i>, Clark Law Group dba Consumer and Employment Lawyers seek 16 2/3% of the total available attorneys' fees to be awarded by the District Court; <i>Chalian/Consolidated</i> Co-Counsel, Michael Morrison, Alexander Morrison and Fehr LLP, Michael H. Boyamian, Boyamian Law, Inc. and the Law Offices of Thomas W. Falvey shall collectively seek 16 2/3% of the total available attorneys' fees to be awarded by the District Court. This Attorneys' Fees request and the split is part of the Settlement Agreement (Exhibit 2) at Paragraph 3.1 a. and b. which complies with the California Rule of Professional Conduct 1.5.1 and the California Business and Professions Code Section 6147.
To The Administrator:	No more than \$260,000.00 will be paid to the settlement administrator.
To the LWDA/Aggrieved Employees:	\$267,000.00 will be allocated for the settlement of PAGA claims, to be distributed as follows: \$200, 250.00 (i.e. 75% of the \$267,000.00 amount allocated to settle PAGA claims) will be paid to the LWDA. Id., § 3.2.5.

	\$66,750.00 (i.e. 25% of the \$267,000.00 amount allocated to settle PAGA claims) will be paid to the Aggrieved Employees pro-rata share, being added to the amounts the class member receives as their Class Settlement award.
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49. As required by the PAGA statute, on May 15, 2026, we submitted the Global Settlement Agreement and the Operative Complaint to the LWDA. A true and correct copy of the proof of the settlement documents submission to the LWDA is attached hereto as **Exhibit 2.**

Class Representative Enhancement Awards

50. The requested enhancement awards of \$20,000 each to Class Representatives Sevag Chalian, Sigfredo Enrique Cabrera, Enko Telahun, and Patrick Brennan, and \$10,000 each to Oriandi Alcantar, Patricia Lopez, and Andrew Bruun, as was contemplated in the Global Settlement Agreement (*see* Agreement, ¶ 3.2(e)), as consideration for the time, effort, and risks the named Plaintiffs incurred in coming forward to litigation this lawsuit on behalf of the Class Members. The enhancement awards will also be disclosed to the members of the Settlement Class in the Court-Ordered Notice.

51. My firm has spent an extensive time communicating and working with Plaintiffs Sigfredo Cabrera, Enko Telahun, and Patrick Brennan. Over the course of litigation, these Plaintiffs have always been available and kept in regular contact with my office, provided relevant and pertinent information for this action, and responded to all communications in a timely manner. They reviewed extensive discovery and documentation for counsel. These Plaintiffs provided factual information and documentation that was critical to our understanding of the case, which also assisted in solidifying the arguments Class Counsel used in negotiating a fair and reasonable

1 settlement on behalf of the Class Members. At all times, Plaintiffs have worked diligently
2 to represent the Class Members.

3 52. Plaintiff Sigfredo Cabrera filed the original complaint in the *Cabrera* action
4 on August 3, 2017, and has been actively participating in this lawsuit since June 2017. He
5 was a pharmacy service associate and pharmacy technician at CVS. Plaintiff Cabrera
6 underwent an in-depth client interview with Class Counsel, responded to formal written
7 discovery propounded by Defendants, regularly communicated with and provided
8 documentation in support of his claims to Class Counsel, and reviewed and assisted
9 counsel in understanding and evaluating various documents, including settlement
10 documents, to assist Class Counsel throughout this extensive litigation.

11 53. Plaintiff Patrick Brennan was added as a named Plaintiff in the underlying
12 *Chalian/Consolidated* Action on behalf of himself and the proposed Pharmacist
13 Settlement Class, in the Consolidated Complaint. Mr. Brennan was a non-exempt
14 registered Pharmacist at CVS. Plaintiff Brennan has been involved in the case since June
15 2018. Plaintiff Brennan did an in-depth intake interview with Class Counsel, reviewed
16 extensive policies and procedures material, extensive learnNet materials, and all materials
17 provided in formal and informal discovery, and helped counsel throughout the pendency
18 of the case. He provided a declaration in support of the *Chalian/Consolidated* action based
19 on his experience working as a Pharmacy Technician at CVS. Since then, Plaintiff
20 Brennan has been in regular communication with counsel. After Class Counsel obtained
21 Plaintiff Brennan's personnel file from CVS, Plaintiff Brennan also diligently reviewed
22 the documents to confirm accuracy and provided consistent support to Class Counsel.
23 Similarly, Plaintiff Brennan was involved in the entire settlement process both in the
24 underlying *Chalian/Consolidated* case and through this global settlement process. He also
25 reviewed the settlement agreements and consulted with counsel through the process, and
26 signed the agreements and all necessary pleadings/declarations.

27 54. My firm has spent extensive time communicating and working with Enko
28 Telahun. He was a non-exempt Pharmacist and Pharmacy Manager. He has been part of

1 this case since mid-2017. On September 5, 2017, this action was amended to add Enko
2 Telahun as a second named plaintiff. Like Plaintiffs Cabrera and Brennan, Mr. Telahun
3 has been very active working with counsel throughout this process. After Class Counsel
4 obtained his personnel file from CVS, he reviewed the documents to confirm accuracy
5 and clarified any information necessary for counsel. He also reviewed the policies and
6 procedures material, including the extensive LearnNet materials, and all materials
7 provided in formal and informal discovery. He provided a declaration in support of the
8 *Chalian/Consolidated* action based on his experience working as a Pharmacist at CVS.
9 Since then, Plaintiff Telahun has been in regular communication with counsel. Mr.
10 Telahun was involved in the entire settlement process, both in the underlying
11 *Chalian/Consolidated* case and through this global settlement process. He also reviewed
12 all the settlement agreements and consulted with counsel throughout the process. He
13 signed the agreements and all necessary pleadings/declarations.

14 55. Over the course of litigation, these Plaintiffs have always been available and
15 kept in regular contact with my office, provided relevant and pertinent information for this
16 action, and responded to all communications in a timely manner. They reviewed
17 extensive discovery and documentation for counsel. These Plaintiffs provided factual
18 information and documentation that was critical to our understanding of the case, which
19 also assisted in solidifying the arguments Class Counsel used in negotiating a fair and
20 reasonable settlement on behalf of the Class Members. At all times, Plaintiffs have
21 worked diligently to represent the Class Members.

22 56. My firm also represents Oriandi Alcantar, Patricia Lopez, and Andrew
23 Bruun, who are Class and PAGA representatives in Case No. 25CU052040 vs. CVS et.al.
24 filed in San Diego Superior Court. After the 9th Circuit decisions in June and July 2025,
25 we filed this action to encompass any ambiguity which may have been created by those
26 decisions and the somewhat disparate cases. These three individuals were and are all
27 current non-exempt employees of CVS, working in different positions and locations,
28 which was important in resolving all issues in the case. All these individuals had extensive

1 interaction with counsel regarding all issues in the case(s). They each agreed to act as
2 Class and PAGA representatives, accepting any potential adverse actions they risked by
3 doing so. They also all worked with counsel once we entered mediation and negotiations
4 for the global settlement herein. I believe that their participation was instrumental in
5 reaching the global settlement in this case.

6 57. By bringing this adverse action, all of these Plaintiffs assumed the risk of an
7 adverse judgment and the financial responsibility associated with such an adverse
8 judgment. Plaintiffs also risked, and continue to risk, the availability of prospective
9 employment because their names are associated with this employment litigation.

10 58. In my experience, there are few individuals who are willing to come forward
11 and serve as a class representative, and to provide the hard work, diligence, and personal
12 financial risk that may come with undertaking such a role. Throughout this litigation,
13 Plaintiffs have each gone above and beyond what is typical and required of a class
14 representative and have remained committed to this lawsuit. In consideration of
15 Plaintiffs' active participation, I fully endorse the requested Class Representative
16 Enhancement Awards as fair and reasonable in this case. Each of these Class
17 representatives will submit individual declarations as part of the Final Approval process in
18 this case at the appropriate time.

19 59. I respectfully request that the Court approve the settlement and all requested
20 awards because the settlement is fair, adequate, and reasonable and in the best interest of
21 all Class Members in light of all facts and circumstances.

22 **Attorneys' Fees and Litigation Costs**

23 60. Clark Law Group, dba Consumer and Employment Lawyers, has incurred a
24 substantial risk and expense in order to achieve the settlement in this Action. My firm has
25 prosecuted this Action for almost a decade now, on a purely contingent basis with all of
26 the associated risk factors inherent to such an undertaking, such as the lack of guarantee
27 that any fees or litigation costs would ever be recovered. Additionally, Clark Law Group
28 was precluded from taking other fee-generating employment, as this matter occupied a

1 significant portion of my firm's time and resources. My firm has not been compensated
2 for any of its time or expenses incurred since the action began in 2017.

3 61. This has been an extensive and exhausting litigation. I believe this is the most
4 labor-intensive and time-consuming case my firm has litigated in my thirty-eight-plus
5 years doing Class and Collective action cases. I have reviewed the multiple pleading
6 index(s) in our files for this/these case(s). Those indexes collectively show over 400
7 pleadings filed in this matter. And many, if not most, of those pleadings are extensive,
8 including many dispositive motions and five separate appeals to the 9th Circuit. My firm
9 and I have litigated every one of these pleadings. That does not include the gathering and
10 evaluating the huge volume of discovery and production, both formal and informal, in this
11 matter. There were three separate days of formal Mediation, each of which did not
12 conclude the matter but required days, weeks, and even months of follow-up.

13 62. As part of the Final Approval Process and the formal Request for Attorneys'
14 fees in this matter, I will submit a declaration with detailed information on the time spent
15 by me and my firm on this case. Our lodestar for that time and effort will significantly
16 exceed the amount of fees we ask This Honorable Court to approve.

17 **A. Attorneys' Fees**

18 63. Per the Global Settlement Agreement, Class Counsel seeks a Class Counsel
19 Fee Award in the amount of \$11,998,800.00 (33.333% of the Maximum Settlement
20 Amount). (Exhibit 2 - Agreement ¶ 3.1; and also discussed in Paragraph 45 above). Class
21 Counsel is dividing the attorneys' fee award as follows:

22 a. *Hyams* Counsel, Gunn Coble LLP, and Kramer Brown Hsui LLP, shall
23 collectively seek 66 2/3% of the total available attorneys' fees to be awarded by the
24 District Court to all Plaintiffs;

25 b. Clark Law Group/Consumer and Employment Lawyers, Co-counsel in
26 *Chalian/Consolidated* Action and sole counsel in *Alcantar*, Clark Law Group dba
27 Consumer and Employment Lawyers shall seek 16 2/3% of the total available attorneys'
28 fees to be awarded by the District Court to all Plaintiffs;

1 c. *Chalian/Consolidated* Co-Counsel, Michael Morrison, Alexander Morrison,
2 and Fehr LLP, Michael H. Boyamian, Boyamian Law, Inc., and the Law Offices of
3 Thomas W. Falvey shall collectively seek 16 2/3% of the total available attorneys' fees to
4 be awarded by the District Court to all Plaintiffs.

5 64. I believe that an attorney's fees award of \$11,998,800.00 (33.333% of the
6 Maximum Settlement Amount) is fair and reasonable, as the settlement confers a
7 significant pecuniary benefit to Class Members and the amount is within the range of what
8 is typically charged in the marketplace. Class Counsel's request, as expressed and
9 contemplated in the Global Settlement Agreement and disclosed to the Settlement Class
10 Members in the Court-approved Notice, is in line with class action settlements approved
11 in the state of California under the common fund approach.

12 65. It is my understanding and belief that the lodestar analysis of attorneys' fees,
13 both collectively and separately, will significantly exceed the fee awards requested and
14 approved by This Honorable Court.

15 **B. Litigation Costs**

16 66. Since the inception of this litigation, Clark Law Group has incurred
17 approximately \$70,000.00 in unreimbursed expenses. Such expenses include, but are not
18 limited to, court filing fees, costs for legal research, legal support costs such as process
19 serving, filing, and CourtCall, expert costs, mediation fees, travel and lodging expenses,
20 and costs for miscellaneous items like photocopies and postage.

21 67. All expenses incurred were reasonable and necessarily incurred in my
22 office's efforts to effectively prosecute the lawsuit. My Declaration in support of the
23 Attorneys' Fees and Costs Motion and Final Approval will have an itemized list of all
24 costs and unreimbursed expenses my firm has paid in this litigation.

25 68. This Court previously appointed Simpluris as the Settlement Administrator in
26 this matter, when approving the 2020 settlement. Simpluris agreed to act as the settlement
27 administrator and provided a quote for the costs for this Settlement, in the amount of
28 \$249,926, attached hereto as **Exhibit 3**.

1
2 I declare under penalty of perjury under the laws of the state of California and the
3 United States of America that the foregoing is true and correct and that this declaration
4 was executed on this 15th day of May 2026 in San Diego, California.
5

6 DATED: May 15, 2026

CLARK LAW GROUP

7
8 
9

R. Craig Clark

EXHIBIT 1



**CONSUMER &
EMPLOYMENT**
LAWYERS

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Phone: (619) 239-1321
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Formerly known as Clark Law Group

FIRM RESUME

ATTORNEY BIOGRAPHIES

R. Craig Clark (AV), Principal:

Areas of Practice: Consumer and Employee Class Actions, Serious Injury & Wrongful Death, Medical Malpractice, Elder Abuse & Nursing Home Cases, Insurance Bad Faith, Construction Defect, Sexual Harassment & Discrimination, Workplace Discrimination & Wrongful Termination, and Products Liability

Admissions: California, 1986; Utah, 1986

Education: University of San Diego School of Law (J.D., *cum laude*, 1986); University of Utah (B.S., 1984)

Biography: Principal of R. Craig Clark, P.C. dba Clark Law Group; Partner of Levine, Steinberg, Miller & Clark; Associate of Gray, Cary, Ames and Frye.

Achievements: Board of Governors of the California Trial Lawyers Association, Board of Governors of the San Diego Trial Lawyers Association, Outstanding Trial Lawyer Award by the SDTLA, Named Outstanding Alumnus by University of San Diego Law School graduating class.

Alicja A. Urtnowski, Attorney:

Areas of Practice: Wage and Hour Class Actions, Consumer Litigation, Employment Litigation, Products Liability

Admission: California, 2018

Education: University of San Diego School of Law (LL.M, 2017); Adam Mickiewicz University (Master Degree in Law, 2014)

CLASS, COLLECTIVE & REPRESENTATIVE ACTION BACKGROUND

Aguilera, et al. v. Eagle Systems International, Inc. dba Synergy Companies – Settled Superior Court of California for the County of Alameda



Nature of the Case: Failure to Pay Wages, Failure to Pay Overtime Compensation, Failure to Reimburse for Business Expenses, Failure to Provide Waiting Time Penalties, Failure to Provide Meal and Rest Breaks, and Unfair Competition Law

Alcantar, et al. v. CVS Pharmacy, Inc., et al. – In Litigation

Superior Court of California for the County of San Diego

Nature of the Case: Failure to Pay Minimum Wages and Overtime Compensation, Failure to Provide One Day's Rest in Seven, Failure to Comply with California Labor Code Sections 850 and 851, Failure to Provide Legally Compliant Meal and/or Rest Period or Compensation in Lieu Thereof; Failure to Pay Wages Owed, Failure to Provide Paid Sick Leave and Written Notice of the Amount of Sick Leave Available, as well as Kin Care Leave, Failure to Furnish Accurate Wage Statements, Failure to Maintain Accurate Records, Failure to Provide Copies of Signed Documents, Failure to Reimburse for Necessary Work Expenses, Unfair Competition Law, and Private Attorneys General Act of 2004

Alvarado v. Lewis Operating Corp. – In Litigation

Superior Court of California for the County of Sacramento

Nature of the Case: Failure to Pay Wages Owed, Unfair Competition Law, and Private Attorneys General Act of 2004

Alvarez v. Hamilton Sundstrand Corporation – Settled

Superior Court of California for the County of Los Angeles

Nature of the Case: Failure to Pay Wages Owed, Failure to Pay Overtime Wages Owed, Failure to Pay Wages Owed Upon Termination, Failure to Provide Meal and Rest Periods, Unfair Competition Law, and Private Attorneys General Act of 2004

Amin, et al. v. G2 Secure Staff, et al. – In Litigation

United States District Court for the Southern District of California

Nature of the Case: Failure to Pay Minimum Wages and Overtime Compensation, Failure to Provide Legally Compliant Meal and/or Rest Period or Compensation in Lieu Thereof; Failure to Pay Wages Owed, Failure to Provide Paid Sick Leave and Written Notice of the Amount of Sick Leave Available, Failure to Furnish Accurate Wage Statements, Failure to Maintain Accurate Records, Failure to Provide Copies of Signed Documents, Failure to Reimburse for Necessary Work Expenses, Unfair Competition Law, and Private Attorneys General Act of 2004

Anderson v. Oracle Corporation – Settled

Superior Court of California for the County of San Mateo

Nature of the Case: Failure to Pay Overtime Compensation, Failure to Provide Meal and Rest Periods, and Unfair Competition Law

Andreas v. Lowe's HIW – Settled

United States District Court for the District of Nevada

Nature of the Case: Failure to Pay Overtime Compensation



Androstendiol Cases – Settled

Superior Court of California for the County of Los Angeles

Nature of the Case: Deceptive Advertising

Arellano v. Kellermeyer Building Service, LLC – Settled

United States District Court for the Southern District of California

Nature of the Case: Failure to Pay Wages Owed, Failure to Pay Overtime Compensation, Failure to Provide Meal and Rest Periods, Failure to Provide Itemized Wage Statements, Waiting Time Penalties, Unfair Competition Law, Unpaid Split Shift Premiums, and Unreimbursed Business Expenses

Austin v. Amazon.com, Inc. – Settled

United States District Court for the Western District of Washington

Nature of the Case: Unfair Competition Law and Failure to Pay Overtime and Wages

Avila v. DirecTV, LLC – Settled

Superior Court of California for the County of Santa Clara

Nature of Case: Failure to Pay Minimum Wages and Overtime, Failure to Provide Accurate Wage Statements, Failure to Pay Wages Owed, Unfair Competition Law, and Private Attorneys General Act of 2004

Beckman, et al. v. Arizona Canning Company, LLC – Settled

United States District Court for the Southern District of California

Nature of the Case: Deceptive and Misleading Advertising, Unfair Competition Law, and Consumer Legal Remedies Act

Beckman v. Wal-Mart Stores, Inc., et al. – Settled

United States District Court for the Southern District of California

Nature of the Case: Breach of Implied Warranty of Merchantability, Breach of Express Warranty, Breach of Implied Warranty of Fitness for a Particular Purpose, and Unfair Competition Law

Bello v. Proctor & Gamble – Settled

United States District Court for the Central District of California

Nature of the Case: Unfair Competition Law, Unpaid Meal and Rest Breaks, and Failure to Reimburse Necessary Work Expenses

Benitez, et al. v. LAZ Parking California LLC, et al. – In Litigation

Superior Court of California for the County of Orange

Nature of Case: Failure to Pay Minimum Wages and Overtime Compensation, Failure to Pay Wages as Designated by Statute or Contract, Failure to Appropriate Gratuity as Designated by Statute, Failure to Provide Legally Compliant Meal and/or Rest Period or Compensation in Lieu Thereof; Failure to Pay Wages Owed, Failure to Provide Paid Sick Leave and Written Notice of the Amount of Sick Leave Available, Failure to Furnish



Accurate and Itemized Wage Statements, Failure to Maintain Accurate Records, Failure to Provide Copies of Signed Documents, Failure to Reimburse for Necessary Work Expenses, Unfair Competition Law, and Private Attorneys General Act of 2004

Bennie v. Lowe's HIW, Inc. – Settled

United States District Court for the Central District of California

Nature of the Case: Unfair Competition Law and Failure to Provide a Day of Rest

Bloland v. Zatt – Settled

Superior Court of California for the County of San Diego

Nature of the Case: Negligence, *Res Ipsa Loquitur*, Private Nuisance, and Breach of Contract

Bogren, et al. v. The Hershey Slaty Snack Sales Company, et al. – In Litigation

United States District Court for the Southern District of California

Nature of Case: Unfair Competition Law, Deceptive and Misleading Advertising, Consumer Legal Remedies Act, Breach of Express Warranty, Breach of Implied Warranties, Intentional Misrepresentation, Negligent Misrepresentation, and Unjust Enrichment.

Bradford v Get Spiffy, Inc. – Settled

Superior Court of California for the County of Los Angeles

Nature of the Case: Failure to Pay Minimum Wages and Overtime, Failure to Provide Accurate Wage Statements, Failure to Pay Wages Owed, Unfair Competition Law, and Private Attorneys General Act of 2004

Budet v. AAG – Settled

Superior Court of California for the County of Orange

Nature of the Case: Failure to Pay Wages Owed, Failure to Pay Overtime Compensation, Failure to Timely Pay Wages Owed Upon Employment Termination, Breach of Contract, Failure to Provide Itemized Wage Statements, Unfair Competition Law, and Private Attorneys General Act of 2004

Bulisco v. Mosaic Sales Solutions US Operating Co., LLC – Settled

Superior Court of California for the County of Orange

Nature of the Case: Unfair Competition Law, Failure to Pay Wages Owed, Provide Meal and Rest Breaks, Failure to Itemize Wage Statements, Failure to Reimburse for Business Expenses, Split Shifts, and Timely Pay Upon Termination

Butler v. Time Warner Cable, Inc. – Settled

Superior Court of California for the County of Los Angeles

Nature of the Case: Unfair Competition Law, Failure to Pay Overtime Wages, Failure to Provide Meal and Rest Breaks, and Private Attorneys General Act of 2004



Chalian/Cabrera, et al. v. CVS Rx Services, Inc., et al. – In Litigation
United States District Court for the Central of California

Nature of the Case: Failure to Pay Minimum Wages and Overtime Compensation, Failure to Provide Legally Compliant Meal and/or Rest Period or Compensation in Lieu Thereof; Failure to Pay Wages Owed, Failure to Furnish Accurate Wage Statements, Failure to Maintain Accurate Records, Failure to Reimburse for Necessary Work Expenses, Unfair Competition Law, and Private Attorneys General Act of 2004

Campangna, et al. v. Language Line Services – Settled

United States District Court for the Northern District of California

Nature of the Case: Unfair Competition and Unreimbursed Business Expenses

Campos v. Exodus Recovery, Inc., et al. – Settled

Superior Court of California for the County of Los Angeles

Nature of the Case: Violation of the Private Attorneys General Act of 2004 for Failure to Pay Minimum and Overtime Wages, Failure to Provide Meal and Rest Periods, Failure to Pay All Wages Owed Upon Termination, Failure to Furnish Accurate Itemized Wage Statements, Failure to Furnish a Safe and Healthful Place of Employment and Failure to Reimburse Business Expenses

Campos v. NY SEB, Inc., et al. – Settled

Superior Court of California for the County of Los Angeles

Nature of Case: Failure to Timely Pay Wages, Failure to Provide Meal and Rest Periods, Failure to Pay All Wages Owed Upon Separation, Failure to Furnish Accurate Itemized Wage Statements, Failure to Maintain Accurate Records, Failure to Reimburse Business Expenses and Unfair Competition Law

Cantu v. Spring Fertility Management, LLC, et al. – In Litigation

Superior Court of California for the County of Santa Clara

Nature of Case: Failure to Pay Minimum Wages and Overtime Compensation, Failure to Provide Legally Compliant Meal and/or Rest Period or Compensation in Lieu Thereof; Failure to Pay Wages Owed, Failure to Provide Paid Sick Leave and Written Notice of the Amount of Sick Leave Available, Failure to Furnish Accurate Wage Statements, Failure to Maintain Accurate and Itemized Records, Failure to Provide Copies of Signed Documents, Failure to Reimburse for Necessary Work Expenses, Unlawful Retaliatory Discharge from Employment, and Unlawful Retaliation

Cantu, et al. v. Spring Fertility Management, LLC, et al. – In Litigation

Superior Court of California for the County of San Francisco

Nature of the Case: Failure to Pay Minimum Wages and Overtime Compensation, Failure to Provide Legally Compliant Meal and/or Rest Period or Compensation in Lieu Thereof; Failure to Pay Wages Owed, Failure to Provide Paid Sick Leave and Written Notice of the Amount of Sick Leave Available, Failure to Furnish Accurate Wage Statements, Failure to Maintain Accurate Records, Failure to Provide Copies of Signed Documents, Failure to



Reimburse for Necessary Work Expenses, Unfair Competition Law, and Private Attorneys General Act of 2004

Carey v. Autozoners, LLC – Settled

Superior Court of Nevada for the County of Clark

Nature of the Case: Unfair Competition Law and Failure to Pay Overtime

Cohen v. Lowe's HIW, Inc. – Settled

United States District Court for the Central District of California

Nature of the Case: Unfair Competition Law, Failure to Itemize Wage Statements, and Unlawful Deductions

Coleman v. Jenny Craig, Inc. (Co-Counsel) – Dismissed

United States District Court for the Southern District of California

Nature of the Case: Failure to Pay Overtime Compensation, Failure to Pay Wages Owed, Failure to Provide Meal and Rest Periods, Unfair Competition Law, and Private Attorneys General Act of 2004

Contreras, et al. v. Bank of America National Association – Settled

Superior Court of California for the County of San Francisco

Nature of the Case: Unfair Competition Law, Failure to Pay Overtime, and Unreimbursed Business Expenses

Corona v. Verizon Communications, Inc. – Settled

Superior Court of California for the County of Los Angeles

Nature of the Case: Failure to Pay Wages Owed, Failure to Timely Pay Wages Owed Upon Employment Termination, Breach of Contract, Unfair Competition Law, Vacation Time, and Private Attorneys General Act of 2004

Cortina, et al. v. North American Title Company (Co-Counsel) – Resolved

Superior Court of California for the County of Fresno

Nature of the Case: Failure to Pay Overtime Compensation, Failure to Pay Wages Owed, Failure to Pay Wages Owed Upon Employment Termination, Unfair Competition Law, Failure to Furnish Accurate Wage Statements, and Failure to Provide Meal and Rest Breaks

Cota v. Countrywide Securities Corporation – Settled

Superior Court of California for the County of Los Angeles

Nature of the Case: Failure to Pay Overtime Compensation, Failure to Provide Meal and Rest Periods, and Unfair Competition Law

Curiel v. Vivint Solar Developer, LLC, et al. – Settled

Superior Court of California for the County of San Diego

Nature of Case: Violation of the Private Attorneys General Act of 2004 for Failure to Pay Minimum and Overtime Wages, Failure to Provide Meal and Rest Periods, Failure to Pay



All Wages Owed Upon Termination, Failure to Furnish Accurate Itemized Wage Statements, Failure to Furnish a Safe and Healthful Place of Employment, Failure to Provide Paid Sick Leave, Failure to Furnish a Safe and Healthful Place of Employment and Failure to Reimburse Business Expenses

Daniels, et al. v. Philip Morris, et al. – Settled

Supreme Court of California

Nature of the Case: Unfair Competition Law and Unlawful Marketing of Cigarettes to Children

Daprizio v. Harrah's Las Vegas, Inc., et al. – Settled

United States District Court for the District of Nevada

Nature of the Case: Unfair Competition Law and Failure to Pay Overtime and Wages

Davies v. Wells Fargo Bank – Settled

Superior Court of California for the County of San Francisco

Nature of the Case: Failure to Pay Overtime Compensation, Failure to Provide Meal and Rest Periods, and Unfair Competition Law

Decarr v. Harvest Management Sub LLC, et al. – Settled

Superior Court of California for the County of Santa Clara

Nature of the Case: Failure to Pay Overtime Compensation, Failure to Provide Meal and Rest Periods, Failure to Itemize Wage Statements, and Unfair Competition Law

De Leon v. Ricoh USA, Inc., et al. – Settled

United States District Court for the Northern District Court of California

Nature of Case: Failure to Pay Minimum and Overtime Wages, Failure to Provide Legally Compliant Meal and Rest Periods, Failure to Reimburse Business Expenses, Failure to Pay Wages Owed, Failure to Furnish Accurate Itemized Wage Statements, Failure to Maintain Accurate Records, Unfair Competition Law, Private Attorneys General Act of 2004, and Fair Labor Standards Act.

Del Valle v. L.A. Fitness International LLC – Settled

Superior Court of California for the County of Orange County

Nature of the Case: Unfair Competition Law, Failure to Pay Overtime, Meal and Rest Breaks, Reimburse Expenses, and Split Shifts

Devahl v. B.J.'s Restaurant Inc. – Settled

Superior Court of California for the County of Orange County

Nature of the Case: Unfair Competition Law and Failure to Reimburse Business Expenses

Doidge v. Kemper Independence Insurance Company – Settled

Superior Court of California for the County of Riverside



Nature of the Case: Breach of the Implied Covenant of Good Faith and Fair Dealing, Breach of Contract, and Unfair Competition Law

Estrella v. Freedom Financial Network, LLC, et al. – Settled
United States District Court for the Central District of California
Nature of the Case: Unfair Competition Law

Evans v. Walmart Stores, Inc. (Co-Counsel) – Settled
United States District Court for the District of Nevada
Nature of the Case: Unfair Competition Law and Failure to Pay Overtime

Eberly, et al. v. Off Duty Officers Inc., et al. – In Litigation
Superior Court of California for the County of San Diego
Nature of the Case: Failure to Pay Minimum Wages and Overtime Compensation, Failure to Provide Legally Compliant Meal and/or Rest Period or Compensation in Lieu Thereof; Failure to Pay Wages Owed, Failure to Provide Paid Sick Leave and Written Notice of the Amount of Sick Leave Available, Failure to Furnish Accurate or Itemized Wage Statements, Failure to Maintain Accurate Records, Failure to Provide Copies of Signed Documents, Failure to Reimburse for Necessary Work Expenses, Unfair Competition Law, and Private Attorneys General Act of 2004

Fjeld v. Penske Logistics LLC – Settled
United States District Court for the Central District of California
Nature of the Case: Unfair Competition Law, Unpaid Wages, Overtime, Meal and Rest Breaks, and Failure to Itemize Wage Statements

Fontes v. Heritage Operating, L.P., et al. – Settled
United States District Court for the Southern District of California
Nature of the Case: False Advertising and Unfair Competition Law

Friedlander v. Hot Topic, Inc. – Settled
Superior Court of California for the County of Los Angeles
Nature of the Case: Failure to Reimburse Business Expenses, Failure to Provide Meal and Rest Periods, Failure to Pay Overtime, and Unfair Competition Law

Friend v. Wellpoint – Settled
Superior Court of California for the County of Los Angeles
Nature of the Case: Unfair Competition Law, Unpaid Overtime, and Missed Meal Periods

Fulcher v. Guess?, Inc. – Settled
Superior Court of California for the County Los Angeles
Nature of the Case: Unfair Competition Law, Failure to Reimburse for Business Expenses, Unpaid Meal and Rest Breaks, and Unpaid Overtime



Fuller v. Discount Tire Co., Inc., et al. – Settled
Superior Court of California for the County of Santa Clara
Nature of the Case: Unfair Competition Law and Unpaid Travel Time

Fuzell v. Hallmark Marketing Corporation – Settled
United States District Court for the Central District of California
Nature of the Case: Unfair Competition Law, Unpaid Time, and Unreimbursed Expenses

Gable, et al. v. All Nation Security, et al. – In Litigation
Superior Court of California for the County of Los Angeles
Nature of Case: Failure to Pay Minimum Wages and Overtime Compensation, Failure to Provide Legally Compliant Meal and/or Rest Period or Compensation in Lieu Thereof; Failure to Pay Wages Owed, Failure to Provide Paid Sick Leave and Written Notice of the Amount of Sick Leave Available, Failure to Furnish Accurate or Itemized Wage Statements, Failure to Maintain Accurate Records, Failure to Provide Copies of Signed Documents, Failure to Reimburse for Necessary Work Expenses, Unfair Competition Law, and Private Attorneys General Act of 2004

Gandara v. Nestle Purina Petcare Company, et al. – Settled
United States District Court for the Southern District of California
Nature of the Case: Unfair Competition Law and Consumers Legal Remedies Act

Godoy v. American Technologies, Inc. – Settled
Superior Court of California for the County of Alameda
Nature of the Case: Failure to Timely Pay Wages Owed, Failure to Pay Overtime Wages, Failure to Provide Second Meal Periods or Compensation, Failure to Timely Pay Wages to Terminated Employees, Failure to Reimburse for Business Expenses, Unfair Competition Law, and Private Attorneys General Act of 2004

Gomez v. Frito-Lays, Inc., et al. – In Litigation
Superior Court of California for the County of San Bernardino
Nature of Case: Negligence, Strict Products Liability – Manufacturing Defect, Strict Products Liability – Design Defect, Breach of Implied Warranty of Fitness for Purpose, Breach of Express Warranty, and Violation of the Unfair Competition Law

Gonzalez v. L and R Auto Parks – Settled
Superior Court of California for the County of Los Angeles
Nature of the Case: Failure to Pay Wages Owed, Failure to Pay Overtime Compensation, Failure to Furnish Timely and Accurate Wage Statements, Unfair Competition Law, and Private Attorneys General Act of 2004

Gray v. Bank of America National Association – Settled
United States District Court for the Northern District of California
Nature of the Case: Unfair Competition Law, Overtime, and Meal and Rest Breaks



Gruender v. First American Title Company – Settled

Superior Court of California for the County of Orange

Nature of the Case: Unfair Competition, Overtime, and Meal and Rest Breaks

Guffey, et. al. v. Rokit, Inc. et al. – In Litigation

Superior Court of California for the County of Los Angeles

Nature of the Case: Willful Misclassification, Failure to Pay Wages Owed, Failure to Pay Overtime Compensation, Failure to Furnish Timely and Accurate Wage Statements, Unfair Competition Law, and Private Attorneys General Act of 2004

Harrington v. Professional Security Consultants – Settled

Superior Court of California for the County of Los Angeles

Nature of the Case: Failure to Pay Waged Owed, Unfair Competition Law, and Private Attorneys General Act of 2004

Hatch, et al. v. ACE Parking Management, Inc., et al. – Settled

Superior Court of California for the County of San Diego

Nature of Case: Failure to Pay Minimum Wages and Overtime Compensation, Failure to Provide Legally Compliant Meal and/or Rest Period or Compensation in Lieu Thereof; Failure to Pay Wages Owed, Failure to Provide Paid Sick Leave and Written Notice of the Amount of Sick Leave Available, Failure to Furnish Accurate or Itemized Wage Statements, Failure to Maintain Accurate Records, Failure to Provide Copies of Signed Documents, Failure to Reimburse for Necessary Work Expenses, Unfair Competition Law, and Private Attorneys General Act of 2004

Heinze v. Paragon Systems, Inc. dba Parasys, Inc. – Settled

Superior Court of California for the County of San Diego

Nature of the Case: Violation of the Private Attorneys General Act of 2004 for Failure to Pay Minimum and Overtime Wages, Requiring Employees to Agree, in Writing, to Terms or Conditions Known by the Employer to be Prohibited by Law, Failure to Pay All Wages Owed Upon Termination, Failure to Furnish Accurate Itemized Wage Statements, Failure to Maintain Accurate Payroll Records, and Failure to Provide the Right to a Copy of Signed Documents

Hernandez v. Zumiez, Inc. – Settled

Superior Court of California for the County of Los Angeles

Nature of the Case: Unfair Competition Law, Failure to Pay Wages Owed, Failure to Pay Overtime Compensation, Failure to Itemize Wage Statements, and Failure to Reimburse Business Expenses

Hill v. Chico's Fas, Inc. – Settled

Superior Court of California for the County of San Mateo

Nature of the Case: Unfair Competition Law and Failure to Reimburse Business Expenses



Hoffman v. LEGOLAND California, LLC – Settled

Superior Court of California for the County of San Diego

Nature of the Case: Failure to Pay Wages Owed, Unfair Competition Law, and Private Attorneys General Act of 2004

Holdway v. Ken Small Industries – Settled

Superior Court of California for the County of Kern

Nature of the Case: Failure to Pay Wages Owed, Failure to Pay Overtime Compensation, Failure to Furnish Timely and Accurate Wage Statements, and Unfair Competition Law

Holt v. Kaiser Foundation Health Plan, Inc. – Settled

Superior Court of California for the County Alameda

Nature of the Case: Unfair Competition Law, Unpaid Wages, Overtime, Meal and Rest Breaks, and Failure to Furnish Timely, and Accurate Wage Statements

Hudson v. Pacific Bell Telephone Company – Settled

Superior Court of California for the County of Sacramento

Nature of the Case: Failure to Pay Minimum Wages and Overtime, Failure to Provide Compliant Meal and Rest Periods, Failure to Provide Accurate Wage Statements, Failure to Pay Wages Owed, Unfair Competition Law, and Private Attorneys General Act of 2004

Jimenez, et al. v. California Wireless Solutions, Inc. d.b.a. Sprint, et al. – Settled

Superior Court of California for the County of Santa Clara

Nature of the Case: Failure to Pay Minimum and Overtime Wages, Failure to Provide Written Commission Agreements, Unlawful Deduction of Wages, Secret Underpayment of Wages, Failure to Provide Meal and Rest Periods, Failure to Reimburse Business Expenses, Failure to Pay Wages Owed, Failure to Furnish Accurate Wage Statements, Failure to Maintain Accurate Records, Unfair Business Practices, and Private Attorneys General Act of 2004

Johnson v. Metlife, Inc., et al. (Co-Counsel) – Settled

United States District Court, for the Central District of California

Nature of the Case: Unfair Competition Law, Failure to Provide Accurate Itemized Wage Statements, Failure to Pay Wages Upon Termination, Failure to Pay Wages Owed, Failure to Pay Overtime Compensation, Failure to Reimburse Business Expenses, and Failure to Provide Meal and Rest Breaks

Jones v. SeaWorld Parks & Entertainment, Inc., et al. – Settled

Superior Court of California for the County of San Diego

Nature of the Case: Violation of the Private Attorneys General Act of 2004 for Failure to Pay Minimum Wages and Overtime Wages, Failure to Provide Meal and Rest Periods, Failure to Pay Wages Owed Upon Termination, Failure to Furnish Accurate Itemized Wage Statements, and Failure to Maintain Accurate Employee Records



Jones v. Wal-Mart Stores, Inc. (Co-Counsel) – Dismissed
United States District Court for the Central District of California
Nature of the Case: Unfair Competition Law, Failure to Pay Wages Owed, Overtime, and Failure to Itemize Pay Statements

Juarez, et al. v. K-Mart Corporation, et al. (Lead Co-Counsel) – Settled
Superior Court of California for the County Los Angeles
Nature of the Case: Unfair Competition Law, Failure to Pay Overtime, Failure to Provide Meal and Rest Breaks, and Off-the-Clock Work

Kendrick v. Borders Books – Bankrupt
Superior Court of California for the County of Orange
Nature of the Case: Unfair Competition Law, Failure to Pay Overtime Compensation, and Failure to Provide Meal and Rest Breaks

Kim v. American Tire Depot, Inc. – Settled
Superior Court of California for the County of Los Angeles
Nature of the Case: Failure to Furnish Accurate Wage Statements, Failure to Provide Rest Periods, and Private Attorneys General Act of 2004

Kramer, et al. v. Uber Technologies, Inc., et al. – Settled
Superior Court of California for the County of Los Angeles
Nature of the Case: Unfair Competition Law, Failure to Pay Overtime, Failure to Pay Meal and Rest Breaks, Off-the-Clock Work, and Private Attorneys General Act of 2004

Ladalaro v. Vivint Solar Developer, LLC, et al. – Settled
Superior Court of California for the County of San Diego
Nature of the Case: Violation of the Private Attorneys General Act of 2004 for Willful Misclassification of Employees, Failure to Pay Minimum and Overtime Wages, Requiring Employees to Agree to Prohibited Terms or Conditions, Failure to Provide Written Commission Agreements, Failure to Provide the Right to a Copy of Signed Documents, Unlawful Deduction of Wages, Secret Underpayment of Wages, Failure to Provide Meal and Rest Periods, Failure to Reimburse Business Expenses, Failure to Timely Pay Wages Owed Upon Termination, Failure to Furnish Accurate Itemized Wage Statements, and Failure to Maintain Accurate Employment Records

Lambert v. Frazee Franchise Corp. – Settled
Superior Court of California for the County of Orange
Nature of the Case: Unfair Competition Law and Failure to Reimburse Business Expenses

Leap v. Koloa Pacific Construction – In Litigation
Superior Court of California for the County of San Diego
Nature of Case: Failure to Pay Minimum Wages and Overtime Compensation, Failure to Pay Wages as Designated by Statue or Contract, Failure to Provide Legally Compliant Meal



and/or Rest Period or Compensation in Lieu Thereof; Failure to Pay Wages Owed, Failure to Provide Paid Sick Leave and Written Notice of the Amount of Sick Leave Available, Failure to Furnish Accurate and Itemized Wage Statements, Failure to Maintain Accurate Records, Failure to Provide Copies of Signed Documents, Failure to Reimburse for Necessary Work Expenses, Unfair Competition Law, and Private Attorneys General Act of 2004

Lee v. Vivint, Inc. – Settled

Superior Court of California for the County of San Diego

Nature of the Case: Failure to Pay Minimum Wages and Overtime Compensation, Failure to Pay Wages Owed, Failure to Furnish Accurate Wage Statements, Failure to Provide Meal and Rest Periods, Unlawful Deduction of Wages, Failure to Reimburse Business Expenses, and Unfair Competition Law

Leggins, et al. v. Pacific Bell Telephone Company (Pacific Bell Wage and Hour Cases) – Settled

Superior Court of California for the County of Los Angeles

Nature of the Case: Failure to Pay Minimum and Overtime Wages, Failure to Provide Meal and Rest Periods, Failure to Timely Pay All Final Wages, Failure to Furnish Written Accurate Itemized Wage Statements, Failure to Maintain Accurate Records, Failure to Reimburse Business Expenses, Unfair Competition Law, and Private Attorneys General Act of 2004

Lizarraga v. CBC Restaurant Corp. – Settled

Superior Court of California for the County of Orange

Nature of the Case: Unfair Competition Law, Failure to Pay Overtime Compensation, and Failure to Provide Meal and Rest Breaks

Lydon v. Paramount Pictures Corporation – Settled

Superior Court of California for the County of Los Angeles

Nature of the Case: Unfair Competition Law, Failure to Pay Overtime Compensation, and Failure to Provide Meal and Rest Breaks

Markell v. Excalibur Pizza, LLC – Settled

Superior Court of California for the County of Sacramento

Nature of the Case: Failure to Reimburse Business Expenses, Unfair Competition Law, and Private Attorneys General Act of 2004

Meco v. International Medical Research (and related cases) - Settled

Superior Court of California for the County of Los Angeles

Nature of the Case: Unfair Competition Law, Product Adulteration, and Illegal Sale of Drugs



Medina v. Replanet, LLC et al. – Settled

Superior Court of California for the County of Alameda

Nature of the Case: Violation of the Private Attorneys General Act of 2004 for Failure to Provide Legally Compliant Meal and Rest Periods, Failure to Provide Accurate Itemized Wage Statements, and Failure to Provide Wages Owed Upon Termination

Mendez v. Walmart Stores, Inc. – Settled

United States District Court for the Central District of California

Nature of the Case: Unfair Competition Law, Unpaid Overtime, and Meal and Rest Breaks

Mendoza v. HIT Mobile, Inc. – Settled

Superior Court of California for the County of Los Angeles

Nature of the Case: Failure to Pay Overtime Compensation, Failure to Pay Wages Owed, Failure to Furnish Accurate Wage Statements, Forfeiture of Wages, Unfair Competition Law, and Private Attorneys General Act of 2004

Mendoza v. Nordstrom, Inc. – Dismissed

United States District Court for the Central District of California

Nature of the Case: Unfair Competition Law, Working 7 or More Consecutive Days, and Split Shifts

Merida v. HealthIQ Re, Inc., et al. – Dismissed

Superior Court of California for the County of San Diego

Nature of the Case: Violation of the Private Attorneys General Act of 2004 for Failure to Pay Minimum and Overtime Wages, Failure to Provide Meal and Rest Periods, Failure to Reimburse Business Expenses, Failure to Pay All Wages Owed Upon Separation, Failure to Furnish Accurate Itemized Wages Statements, and Failure to Maintain Accurate Employment Records

Minor v. Barnes & Noble Booksellers, Inc. – Settled

Superior Court of California for the County Alameda

Nature of the Case: Unfair Competition Law and Private Attorneys General Act of 2004, and Claim for Paying with Out of State Check

Mitre v. Smart & Final Stores, LLC – Settled

Superior Court of California for the County of Santa Clara

Nature of the Case: Unfair Competition Law and Failure to Reimburse Business Expenses

Murry v. Kellogg Sales Company – Settled

Superior Court of California for the County of Los Angeles

Nature of the Case: Unfair Competition Law, Misclassification, and Certified for Unitemized Wage Statements



Nezzer v. Gardaworld Security Services of California, Inc., et al. – In Litigation
Superior Court of California for the County of Alameda

Nature of Case: Failure to Timely and Properly Compensate for all Hours Worked, Failure to Pay Minimum Wages and Overtime Compensation, Failure to Provide Legally Compliant Meal and/or Rest Period or Compensation in Lieu Thereof; Failure to Pay Wages Owed, Failure to Provide Paid Sick Leave and Written Notice of the Amount of Sick Leave Available, Failure to Furnish Accurate and Itemized Wage Statements, Failure to Maintain Accurate Records, Failure to Provide Copies of Signed Documents, Failure to Reimburse for Necessary Work Expenses, Unfair Competition Law, and Private Attorneys General Act of 2004

Nezzer, et al. v. Stanford Health Care, et al. - In Litigation
Superior Court of California for the County of Santa Clara

Nature of Case: Failure to Pay Minimum Wages and Overtime Compensation, Failure to Pay Wages as Designated by Statue or Contract, Failure to Provide Legally Compliant Meal and/or Rest Period or Compensation in Lieu Thereof; Failure to Pay Wages Owed, Failure to Provide Paid Sick Leave and Written Notice of the Amount of Sick Leave Available, Failure to Furnish Accurate and Itemized Wage Statements, Failure to Maintain Accurate Records, Failure to Provide Copies of Signed Documents, Failure to Reimburse for Necessary Work Expenses, Unfair Competition Law, and Private Attorneys General Act of 2004

Ogura v. Thrifty Payless, Inc. dba Rite-Aid – Settled

Superior Court of California for the County of Los Angeles

Nature of the Case: Failure to Provide Rest Breaks, Unfair Competition Law, and Private Attorneys General Act of 2004

Ortega, et al. v. Defense International Corporation, et al. – In Litigation

Superior Court of California for the County of San Diego

Nature of Case: Failure to Pay Minimum Wages and Overtime Compensation, Secretly Underpaying Wages, Failure to Pay Wages as Designated by Statue or Contract, Failure to Provide Legally Compliant Meal and/or Rest Period or Compensation in Lieu Thereof; Failure to Provide One Day Rest in Seven, Failure to Pay Wages Owed, Failure to Provide Paid Sick Leave and Written Notice of the Amount of Sick Leave Available, Failure to Furnish Accurate and Itemized Wage Statements, Failure to Maintain Accurate Records, Failure to Provide Copies of Signed Documents, Failure to Reimburse for Necessary Work Expenses, Unfair Competition Law, and Private Attorneys General Act of 2004

Outland v. Macy's Department Stores, Inc. (Co-Counsel) – Dismissed

Superior Court of California for the County of San Francisco

Nature of the Case: Unfair Competition Law, Failure to Pay Overtime Compensation, and Failure to Provide Meal and Rest Breaks



O'Neal v. Synctruck, LLC, et al. – Settled

Superior Court of California for the County of Sacramento

Nature of the Case: Violation of the Private Attorneys General Act of 2004 for Failure to Provide Meal and Rest Periods, Failure to Timely Pay Wages Owed, Failure to Provide Paid Sick Leave or Written Notice of the Amount of Sick Leave Available, and Failure to Provide Accurate Itemized Wage Statements

Owen v. Robinson's-May, Inc. – Settled

Superior Court of California for the County of Los Angeles

Nature of the Case: Unfair Competition Law and Failure to Pay Vacation Accrued

Pacheco v. Pacific Telephone Company, et al. – In Litigation

Superior Court of California for the County of Contra Costa

Nature of Case: Failure to Pay Minimum Wages and Overtime Compensation, Failure to Pay Wages as Designated by Statue or Contract, Failure to Provide Legally Compliant Meal and/or Rest Period or Compensation in Lieu Thereof; Failure to Pay Wages Owed, Failure to Provide Paid Sick Leave and Written Notice of the Amount of Sick Leave Available, Failure to Furnish Accurate and Itemized Wage Statements, Failure to Maintain Accurate Records, Failure to Provide Copies of Signed Documents, Failure to Reimburse for Necessary Work Expenses, Unfair Competition Law, and Private Attorneys General Act of 2004

Padilla v. Kraft – Settled

Superior Court of California for the County of Orange

Nature of the Case: Unfair Competition Law, Failure to Pay Overtime Compensation, and Failure to Provide Meal and Rest Breaks

Pearce v. SBC – Settled

United States District Court for the Central District of California

Nature of the Case: Unfair Competition Law, Failure to Pay Overtime Compensation, and Failure to Provide Meal and Rest Breaks

Permenter v. Pace Supply Corp. – Dismissed

Superior Court of California for the County of Santa Clara

Nature of the Case: Violation of the Private Attorneys General Act of 2004 for Failure to Pay Minimum and Overtime Wages, Failure to Provide Meal and Rest Periods, , Failure to Provide Accurate Wage Statements, Failure to Maintain Accurate Employee Records, Failure to Pay All Wages Owed Upon Separation, and Failure to Provide Reimbursement for Business Expenses

Perry v. San Joaquin Valley Colleges, Inc. – Settled

Superior Court of California for the County of Riverside

Nature of the Case: Failure to Pay Wages Owed, Failure to Pay Overtime Compensation, and Unfair Competition Law



Phillips v. Greenback Operations, LLC, et al. – Settled

Superior Court of California for the County of Sacramento

Nature of Case: Violation of the Private Attorneys General Act of 2004 for Failure to Pay Minimum and Overtime Wages, Failure to Provide Meal and Rest Periods, Failure to Reimburse Necessary Business Expenses, Failure to Pay All Wages Owed Upon Termination, Failure to Furnish Accurate Itemized Wage Statements, and Failure to Maintain Accurate Employment Records

Quinlan v. Lyft, Inc. – Dismissed

Superior Court of California for the County of Los Angeles

Nature of the Case: Failure to Pay Minimum Wages and Overtime Compensation, Failure to Furnish Accurate Wage Statements, Failure to Provide Meal and Rest Periods, Failure to Pay all Wages Owed, Failure to Reimburse Necessary Business Expenses, Unfair Competition Law, and Private Attorneys General Act of 2004

Rayan v. Unified Security Services, Inc., et al. – In Litigation

Superior Court of California for the County of Los Angeles

Nature of Case: Failure to Pay Minimum Wages and Overtime Compensation, Failure to Provide Legally Compliant Meal and/or Rest Period or Compensation in Lieu Thereof; Failure to Pay Wages Owed, Failure to Provide Paid Sick Leave and Written Notice of the Amount of Sick Leave Available, Failure to Furnish Accurate and Itemized Wage Statements, Failure to Maintain Accurate Records, Failure to Provide Copies of Signed Documents, Failure to Reimburse for Necessary Work Expenses, Unfair Competition Law, and Private Attorneys General Act of 2004

Rahimi v. Xpress Guards, et al. – In Litigation

Superior Court of California for the County of Los Angeles

Nature of Case: Failure to Pay Minimum Wages and Overtime Compensation, Failure to Provide Legally Compliant Meal and/or Rest Period or Compensation in Lieu Thereof; Failure to Pay Wages Owed, Failure to Provide Paid Sick Leave and Written Notice of the Amount of Sick Leave Available, Failure to Furnish Accurate and Itemized Wage Statements, Failure to Maintain Accurate Records, Failure to Provide Copies of Signed Documents, Failure to Reimburse for Necessary Work Expenses, Unfair Competition Law, and Private Attorneys General Act of 2004

Ramirez v. Wells Fargo Bank – Settled

Superior Court of California for the County of Alameda

Nature of the Case: Unfair Competition, Failure to Pay Overtime Compensation, Failure to Provide Meal and Rest Breaks, Off-the-Clock Work, and Fair Labor Standards Act.

Ramos v. Infinite Computer Solutions – In Litigation

Superior Court of California for the County of Solano

Nature of Case: Failure to Pay Minimum Wages and Overtime Compensation, Failure to Provide Legally Compliant Meal and/or Rest Period or Compensation in Lieu Thereof;



Failure to Pay Wages Owed, Failure to Provide Paid Sick Leave and Written Notice of the Amount of Sick Leave Available, Failure to Furnish Accurate and Itemized Wage Statements, Failure to Maintain Accurate Records, Failure to Provide Copies of Signed Documents, Failure to Reimburse for Necessary Work Expenses, Unfair Competition Law, and Private Attorneys General Act of 2004

Ramos v. Infinity Insurance Co. – Dismissed

United States Court of Appeals for the Ninth Circuit

Nature of the Case: Unfair Competition Law, California Insurance Code, Breach of Implied Covenant of Good Faith and Fair Dealing, Consumer Legal Remedies, and Declaratory Relief

Ramos v. Constellis, et. al. – Settled

Superior Court of California for the County of Sacramento

Nature of the Case: Failure to Pay Minimum Wages and Overtime Compensation, Failure to Furnish Accurate Wage Statements, Failure to Provide Meal and Rest Periods, Failure to Pay all Wages Owed, Failure to Reimburse Necessary Business Expenses, Unfair Competition Law, and Private Attorneys General Act of 2004

Richie v. Blue Shield of California Life and Health Insurance Company – Settled

United States District Court for the Northern District of California

Nature of the Case: Failure to Reimburse Business Expenses, Failure to Pay Overtime Compensation, and Unfair Competition Law

Rodriguez v. Pacific Bell Telephone Company – Settled

Superior Court of California for the County of Los Angeles

Nature of the Case: Unfair Competition Law, Failure to Pay Overtime, and Failure to Provide Meal and Rest Breaks

Rodriguez, et al. v. SMG Food and Beverage LLC, et al. – In Litigation

Superior Court of California for the County of Los Angeles

Nature of Case: Failure to Pay Minimum Wages and Overtime Compensation, Failure to Pay Wages as Designated by Statue or Contract, Failure to Appropriate Gratuity as Designated by Statue, Failure to Provide Legally Compliant Meal and/or Rest Period or Compensation in Lieu Thereof; Failure to Pay Wages Owed, Failure to Provide Paid Sick Leave and Written Notice of the Amount of Sick Leave Available, Failure to Furnish Accurate and Itemized Wage Statements, Failure to Maintain Accurate Records, Failure to Provide Copies of Signed Documents, Failure to Reimburse for Necessary Work Expenses, Unfair Competition Law, and Private Attorneys General Act of 2004

Rondone v. Orchard Supply Hardware Stores Corporation – Settled

Superior Court of California for the County of Santa Clara

Nature of the Case: Unfair Competition Law, Failure to Pay Overtime, and Failure to Provide Meal and Rest Breaks



Rose v. Lincare, Inc. – Settled

Superior Court of California for the County of San Francisco

Nature of the Case: Unfair Competition Law, Failure to Pay Overtime Compensation, and Failure to Provide Meal and Rest Breaks

Rosenloev v. 24 Hour Fitness USA, Inc. – Settled

Superior Court of California for the County of Orange

Nature of the Case: Unfair Competition Law, Split Shifts, Commission Theft, Failure to Pay Missed Meal Periods, and Off-the-Clock Work

Salazar v. Wells Fargo Bank – Settled

United States District Court for the District of Nevada

Nature of the Case: Unfair Competition Law and Failure to Pay Overtime

Sanabia v. GP Development – Settled

Superior Court of California for the County of Sacramento

Nature of the Case: Failure to Pay Prevailing Wage, Failure to Pay Minimum and Overtime Wages, Failure to Reimburse Business Expenses and Unfair Competition Law

Schroeder v. The Sherwin-Williams Company – Settled

Superior Court of California for the County of Los Angeles

Nature of the Case: Failure to Reimburse Business Expenses and Unfair Competition Law

Scott v. Pro's Choice Beauty Care, Inc. – Settled

United States District Court for the Northern District of California

Nature of the Case: Unfair Competition Law, Failure to Pay Wages Owed, Failure to Pay Overtime Compensation, Failure to Provide Meal and Rest Periods, and Failure to Reimburse for Business Expenses

Sellers v. Guard Management, Inc. – Settled

Superior Court of California for the County of San Diego

Nature of the Case: Violation of the Private Attorneys General Act of 2004 for Failure to Pay Minimum and Overtime Wages, Failure to Provide Meal and Rest Periods, Failure to Provide Reimbursement for Necessary Business Expenses, Unlawful Deduction of Wages, Failure to Pay Wages Owed, Failure to Furnish Accurate Itemized Wage Statements, and Failure to Maintain Accurate Employment Records

Smith, et al. v. AT&T Mobility LLC – Settled

Superior Court of California for the County of Los Angeles

Nature of the Case: Unfair Competition Law, Failure to Pay Overtime Compensation, and Failure to Provide Meal and Rest Breaks

Smith v. US Borax, Inc. – Settled

Superior Court of California for the County of Kern



Nature of the Case: Unfair Competition Law, Failure to Pay Overtime Compensation, and Failure to Provide Meal and Rest Breaks

Sortino v Tryad Service Corporation, et. al. – Settled

Superior Court of California for the County of Bakersfield

Nature of the Case: Failure to Pay Wages, Including Minimum Wage, Failure to Provide Meal and Rest Breaks, Failure to Pay Overtime Wages, Failure to Provide Accurate Itemized Wage Statements, and Unfair Competition Law, and Private Attorneys General Act of 2004

Sparks v. ADP – Settled

United States District Court for the Central District of California

Nature of the Case: Unfair Competition Law, Failure to Pay Overtime Compensation, and Failure to Provide Meal and Rest Breaks

Spiegler v. Blue Cross of California, dba Anthem Blue Cross – Settled

Superior Court of California for the County of Los Angeles

Nature of the Case: Breach of Contract, Breach of Implied Covenant of Good Faith and Fair Dealing, Forfeiture of Wages, Secret Underpayment of Wages, Unfair Competition Law, and Private Attorneys General Act of 2004

Standridge v. Inventiv Health, Inc., et al. – Settled

Superior Court of California for the County of Los Angeles

Nature of the Case: Failure to Reimburse Business Expenses

Stanley v. Toys ‘R’ Us-Delaware, Inc. – Settled

Superior Court of California for the County of Los Angeles

Nature of the Case: Unfair Competition Law and Failure to Reimburse Business Expenses

Stout v. Einstein Noah Restaurant Group, Inc. – Settled

Superior Court of California for the County of Alameda

Nature of the Case: Failure to Pay Wages, Including Minimum Wage, Failure to Pay Overtime Wages, Failure to Provide Accurate Itemized Wage Statements, and Unfair Competition Law

Stowe v. The Pep Boys Manny Moe & Jack of California – Settled

Superior Court of California for the County of Los Angeles

Nature of the Case: Unfair Competition Law and Failure to Reimburse Business Expenses

Sundjaja v. AIG Commercial Insurance Agency, Inc. – Settled

United States District Court for the Northern District of California

Nature of the Case: Unfair Competition Law, Failure to Pay Overtime Expenses, and Failure to Provide Meal and Rest Breaks



Tan v. Sutter Health – Settled

Superior Court of California for the County of Alameda

Nature of the Case: Unfair Competition Law, Failure to Pay Overtime, Provide Meal and Rest Breaks, Itemize Wage Statements, and Private Attorneys General Act of 2004

Tarango v Ajilon Communications – Settled

Superior Court of California for the County of Los Angeles

Nature of the Case: Unfair Competition Law, Failure to Pay Overtime Compensation, and Failure to Provide Meal and Rest Breaks

Thomas v. Avis Budget Group LLC – Settled

United States District Court for the Central District of California

Nature of the Case: Unfair Competition Law, Failure to Pay Overtime Compensation, and Failure to Provide Meal and Rest Breaks

Thomason v. Toyota Motor Sales, U.S.A., Inc. – Settled

Superior Court of California for the County of Los Angeles

Nature of the Case: Unfair Competition Law and Deceptive Business Practices

Thrash v. Chevron Stations, Inc. (Co-Counsel) – Settled

Superior Court of California for the County of Los Angeles

Nature of the Case: Unfair Competition Law, Failure to Pay Wages Owed and Overtime.

Trujillo v. Cobalt Security, Inc., et al. – Settled

Superior Court of California for the County of Ventura

Nature of Case: Failure to Pay Wages as Designated by Statue or Contract, Failure to Compensate for All Hours Worked, Failure to Timely Pay All Wages Owed and/or Required Waiting Time Penalties, Failure to Provide Legally Compliant Meal and/or Rest Period or Compensation in Lieu Thereof; Failure to Pay Wages Owed, Failure to Provide Paid Sick Leave and Written Notice of the Amount of Sick Leave Available, Failure to Maintain Itemized Wage Statements, Failure to Maintain Accurate Employment, Time, and/or Payroll Records, Failure to Provide Copies of Signed Documents, Failure to Reimburse for Necessary Work Expenses, Unfair Competition Law, and Private Attorneys General Act of 2004

Trujillo v. Party City Corporation – Settled

Superior Court of California for the County of Santa Clara

Nature of the Case: Unfair Competition Law, Failure to Pay Overtime Compensation, and Failure to Provide Meal and Rest Breaks

Martinez v. Parking Network, Inc., et al. – Settled

Superior Court of California for the County of Los Angeles

Nature of the Case: Failure to Provide Meal and Rest Periods, Failure to Pay Minimum and Overtime Wages, Failure to Pay All Wages Owed Upon Separation, Failure to Provide Paid



Sick Leave and Written Notice of the Amount of Sick Leave Available, Failure to Furnish Accurate Itemized Wage Statements, Failure to Maintain Accurate Employment Records, Failure to Provide Copies of Signed Documents, Violation of Unfair Competition Law, Violation of the Private Attorneys General Act of 2004

Valenzuela v. Affiliated Computer Systems, Inc. – Settled

Superior Court of California for the County of Los Angeles

Nature of the Case: Unfair Competition Law and Failure to Pay Wages When Due Through Debit Card

Valles v. International Business Machines Corporation – Settled

United States District Court for the Central District of California

Nature of the Case: Unfair Competition Law, Failure to Pay Overtime Compensation, and Failure to Provide Meal and Rest Breaks

Villalobos v. Salem & Biddle, Inc., d.b.a. Security First, et al. – Settled

Superior Court of California for the County of San Diego

Nature of the Case: Failure to Pay Minimum Wages and Overtime Compensation, Failure to Provide Legally Compliant Meal Periods, Failure to Provide Legally Compliant Rest Periods, Failure to Reimburse Necessary Work Expenses, Unlawful Deduction of Wages, Failure to Pay Wages Owed, Failure to Furnish Accurate Itemized Wage Statements, Failure to Maintain Accurate Records, Unfair Competition Law, and Private Attorneys General Act of 2004.

Villanueva v. SAS Services, et. al. – Settled

United States District Court for the Southern District of California

Nature of the Case: Failure to Timely Pay Minimum and Overtime Wages, Failure to Provide Meal and Rest Periods, Failure to Pay All Wages Owed Upon Separation, Failure to Provide Paid Sick Leave and Written Notice of the Amount of Sick Leave Available, Failure to Furnish Accurate Itemized Wage Statements, Failure to Maintain Accurate Employment Records, Failure to Reimburse for Necessary Business Expenses, Unfair Competition Law, and Violation of the Private Attorneys General Act of 2004

Viloria v. Stewart Title Company – Settled

United States District Court for the Central District of California

Nature of the Case: Unfair Competition Law, Failure to Pay Overtime Compensation, and Failure to Provide Meal and Rest Breaks

Vuong v. Wells Fargo Bank (Co-Counsel) – Dismissed

Superior Court of California for the County of San Francisco

Nature of the Case: Unfair Competition Law, Failure to Pay Overtime Compensation, and Failure to Provide Meal and Rest Breaks



Worth v. Video Tech Services, Inc. dba VTS Services – Dismissed

Superior Court of California for the County of Los Angeles

Nature of the Case: Willful Misclassification, Failure to Timely Pay Minimum and Overtime Wages, Failure to Pay for Reporting Time, Secret Underpayment of Wages, Failure to Provide Meal and Rest Periods, Failure to Pay All Wages Owed Upon Separation, Failure to Provide Paid Sick Leave and Written Notice of the Amount of Sick Leave Available, Failure to Furnish Accurate Itemized Wage Statements, Failure to Maintain Accurate Employment Records, Failure to Reimburse for Necessary Business Expenses, Unfair Competition Law, and Violation of the Private Attorneys General Act of 2004

Wright v. Home Depot U.S.A., Inc. – Settled

Superior Court of California for the County of Orange

Nature of the Case: Unfair Competition and Failure to Provide Meal and Rest Breaks

Ziencina v. Retail Assistance Corporation – Settled

Superior Court of California for the County of Orange

Nature of the Case: Unpaid Business Expenses and Unpaid Travel Time

Zumwalt v. Gardaworld Security Services of California, Inc., et. al. – In Litigation

Superior Court of California for the County of Kern

Nature of Case: Failure to Pay Minimum Wages and Overtime Compensation, Failure to Provide Legally Compliant Meal and/or Rest Period or Compensation in Lieu Thereof; Failure to Pay Wages Owed, Failure to Provide Paid Sick Leave and Written Notice of the Amount of Sick Leave Available, Failure to Furnish Accurate and Itemized Wage Statements, Failure to Maintain Accurate Records, Failure to Provide Copies of Signed Documents, Failure to Reimburse for Necessary Work Expenses, Unfair Competition Law, and Private Attorneys General Act of 2004



EXHIBIT 2

Karen Martinez

From: no-reply@formassembly.com
Sent: Friday, May 15, 2026 1:37 PM
To: Karen Martinez
Subject: Thank you for your Proposed Settlement Submission

05/15/2026 01:36:41 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

On 05/15/2026 01:36:41 PM your Proposed Settlement was successfully processed for case number LWDA-CM-259668-17

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

Karen Martinez

From: DIR PAGA Unit <no-reply@formassembly.com>
Sent: Friday, May 15, 2026 1:38 PM
To: Karen Martinez
Subject: Thank you for your Court Complaint Submission.

05/15/2026 01:37:46 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Court Complaint

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

PAGA NOTICE PUBLIC SEARCH - CASE DETAIL

Case Information

Case Number: LWDA-CM-259668-17
Plaintiff for PAGA Case: Sigfredo Cabrera, Enko Telahun and Christine McNeely
Filer/Attorney for PAGA Case: Monique Rodriguez
Law Firm for PAGA Plaintiff: Clark Law Group
Employer: CVS AOC Services, L.L.C.
Date Case Received:
Employer Filer Firm:
Court Type: Federal Courts
Court Name: U.S. Central Dist. CA
PAGA Court Case Number: 2:16-cv-08979-AB-AGR
Violation Type:
Related BOFE Case:

Attachments

Attachment Name	Description	Date Submitted	Type
Additional Document submitted with Court Complaint on 05/15/2026 01:37:46 PM by Karen Martinez	2025-11-07 (Conformed) (Alcantar) FAC.pdf	05/15/2026 01:38 PM	Court Complaint
Additional Document submitted with Court Complaint on 05/15/2026 01:37:46 PM by Karen Martinez	2019-03-19 (Hyams) Second Amended Complaint.pdf	05/15/2026 01:37 PM	Court Complaint
Additional Document Submitted with Court Order/Judgment on 07/26/2021 07:13:07 PM	2021-07-16 Chalian v. CVS - Order Granting Motion for Final Approval and Award of Atty's Fees anc Costs [signed by Judge].pdf	07/26/2021 07:13 PM	Court Order/Judgment
Additional Document Submitted with Proposed Settlement on 05/15/2026 01:36:41 PM by Karen Martinez	2025-11-07 (Conformed) (Alcantar) FAC.pdf	05/15/2026 01:37 PM	Proposed Settlement
Additional Document Submitted with Proposed Settlement on 05/15/2026 01:36:41 PM by Karen Martinez	2020-07-03 Consolidated Second Amended Complaint.pdf	05/15/2026 01:36 PM	Proposed Settlement
Additional Document Submitted with Proposed Settlement on 05/15/2026 01:36:41 PM by Karen Martinez	2019-03-19 (Hyams) Second Amended Complaint.pdf	05/15/2026 01:37 PM	Proposed Settlement
Additional PAGA Document Submitted on 06/22/2020 12:46:11 PM by Gustin	P- MPA 6.19.20.pdf	06/22/2020 12:46 PM	Other PAGA Document
Amended Notice Submitted on 06/25/2018 04:15:49 PM by Monique Rodriguez	2018-06-25 (LETTER) Amended PAGA Letter w	06/25/2018 04:15 PM	Amended Notice
Amended Notice Submitted on 08/07/2025 11:12:27 PM by Armand Kizirian	2025-08-07, Chalian v. CVS, Cabrera Amended PAGA Letter, FINAL.pdf	08/07/2025 11:12 PM	Amended Notice
Amended Notice Submitted on 08/22/2017 10:59:25 AM by Monique Rodriguez	2017-08-22 (LETTER) Amended PAGA Letter.pdf	08/22/2017 10:59 AM	Amended Notice

PAGA NOTICE PUBLIC SEARCH - CASE DETAIL

Attachment Name	Description	Date Submitted	Type
Court Complaint Submitted on 05/15/2026 01:37:46 PM by Karen Martinez	2020-07-03 Consolidated Second Amended Complaint.pdf	05/15/2026 01:37 PM	Court Complaint
Court Complaint Submitted on 06/22/2018 09:29:43 AM by Monique	2018-03-19 (Pltfs) Second Amended Complaint.pdf	06/22/2018 09:29 AM	Court Complaint
Court Complaint Submitted on 07/03/2020 01:28:09 PM by Armand	2020-07-03, Chalian v. CVS, Second Amended Complaint, FILED.pdf	07/03/2020 01:28 PM	Court Complaint
Court Complaint Submitted on 09/08/2017 11:06:00 AM by Monique	2017-09-05 (Pltfs) First Amended Complaint.pdf	09/08/2017 11:06 AM	Court Complaint
Court Order/Judgment submitted on 07/26/2021 07:13:07 PM by Armand Kizirian	2021-07-16, Chalian v. CVS, Judgment.pdf	07/26/2021 07:13 PM	Court Order/Judgment
PAGA Notice Submitted on 06/22/2017 03:09:10 PM by Monique Rodriguez	2017-06-22 (LETTER) Cabrera PAGA Letter.pdf	06/22/2017 03:09 PM	PAGA Notice
Proposed Settlement Submitted on 05/15/2026 01:36:41 PM by Karen Martinez	2026-05-15 (Fully Executed) Global SA.pdf	05/15/2026 01:36 PM	Proposed Settlement
Settlement Submitted on 06/16/2020 09:54:57 PM by Armand	2020-03-02, Chalian v. CVS, Settlement Agreement, Fully-Executed.pdf	06/16/2020 09:55 PM	Proposed Settlement
Settlement Submitted on 06/22/2020 12:43:59 PM by Gustin	Settlement Agreement- Exec. 3.2.20.pdf	06/22/2020 12:44 PM	Proposed Settlement

EXHIBIT 3



Reference No. 20260305-PJI-04

March 5, 2026

R. Craig Clark, Esq.
Consumer and Employment Lawyers
3258 Fourth Avenue
San Diego, CA 92103

James Boudreau
Reed Smith
Three Logan Square, 1717 Arch Street, Suite 3100
Philadelphia, PA 19103

RE: *Sevag Chalian et al. v. CVS Pharmacy, Inc. et al.*

Dear Counselors,

This is an addendum to the Simpluris estimate for the Chalian v. CVS Settlement dated 2/10/2020. As discussed, Simpluris will waive any fees in connection with the initial administration of this settlement. We estimate the costs as follows:

Admin Fees	Postage	Admin Fees & Postage Total	Client Courtesy Discount	Discounted Total
\$128,912	\$146,014	\$274,926	(\$25,000)	\$249,926

Please let me know if you have questions. I look forward to this opportunity to work together.

Sincerely yours,

A handwritten signature in blue ink, appearing to read "Patrick J. Ivie".

PATRICK J. IVIE
Chief Revenue Officer

m: 310-995-6455
o: 714-975-5260
e: pivie@simpluris.com



3194-C Airport Loop Drive, Costa Mesa, CA 92626
www.simpluris.com | 1 (800) 779 - 2104



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Costa Mesa, CA 92626
800-779-2104
www.simpluris.com

Estimate Number:	20260305-PJI-04	Prepared By:	Patrick J. Ivie
Estimate Date:	3/5/2026	Telephone Number (mobile):	310.995.6455
Estimate Expiration Date:	6/3/2026	Email:	pivie@simpluris.com

Attorney: Primary Contact
R. Craig Clark, Esq.
Firm: Consumer and Employment Lawyers
Email: cclark@celg.org

Attorney: Opposing Counsel Contact
Firm:
Email:

**Case Name: *Sevag Chalian et al. v. CVS Pharmacy, Inc. et al.*
Class and PAGA Settlement**

Assumptions

In addition to the assumptions enumerated below, this estimate assumes that

- (1) Simpluris will receive data in a single, complete file; (2) there will be no substantial change to class size or in response rate;
- (3) administration costs will be paid from the QSF, and (4) Simpluris will submit revisions to this estimate to account for any material changes to scope.

Anticipated Class Size:	104,697	Undeliverable Rate:	7%
Claims Rate:	N/A	Mail Skip Trace Success Rate:	80%
Opt-out Rate:	1.00%	Call Rate:	1%
Language(s) for Communication	EN	Average Call Length:	3 Minutes
Reminder Mailing:	N/A	Fund Distribution:	Simpluris
Unclaimed Funds:	TBD	Number of Distributions:	1
State(s):	CA	Tax Year(s):	2
Length of Administration:	9 Months	Fund:	\$36,000,000

Case Setup

- Undertake postings on Simpluris website of key documents as ordered by the Court (e.g. orders and the Settlement Agreement)
- Data compilation: develop case-specific response tracking.

Category	Unit Value	# of Units	Total
Project Manager - Case Setup	\$110.00	4	\$440.00
Case Document Web Postings	\$225.00	1	\$225.00
Database Manager - Initial Data Analysis	\$125.00	5	\$625.00
Total:			\$1,290.00

Notice and Communications

- 6-page class Notice, sent by First Class US Mail, in English

Category	Unit Value	# of Units	Total
NCOA/CASS/LACS	\$0.01	104,697	\$1,046.97
Notice Packet - 6 images	\$0.476	104,697	\$49,877.65
Postage	\$0.678	104,697	\$70,984.57
Undeliverable Processing and Skip Trace	\$0.25	7,329	\$1,832.25
Remail Notice (assuming 80% skip trace success)	\$0.68	5,863	\$3,965.87
Remail Postage	\$0.69	5,863	\$4,045.61
Mailing Supervisor	\$55.00	5	\$275.00
Total:			\$132,027.91

Contact Center

- Establish case-specific toll-free number and 24/7 IVR
- Assuming 3-minute calls

Category	Unit Value	# of Units	Total
IVR Call Center Setup	\$350.00	1	\$350.00
IVR Monthly Maintenance	\$95.00	9 Months	\$855.00
IVR (includes toll-free number charges)	\$15.00	53	\$795.00
Subtotal			\$2,000.00

Administration

- Process incoming class and counsel communications, opt-outs, disputes, and objections

Category	Unit Value	# of Units	Total
Database Manager	\$125.00	4	\$500.00
Project Manager	\$110.00	6	\$660.00
Opt-out Processing	\$1.25	1,047	\$1,308.75
Dispute Processing	\$1.25	5,235	\$6,543.75
Reporting to Counsel (hours)	\$100.00	8	\$800.00
Total:			\$9,812.50

Award Disbursement

- Establish 26 CFR § 1.468B-1 compliant Qualified Settlement Fund ("QSF")
- Disburse award payments and tax documents
- Conduct regular and annual IRS-mandated QSF reporting and reconciliation (one per calendar year)
- Complete all required filings with state and federal tax authorities

Category	Unit Value	# of Units	Total
Disbursement Data Preparation	\$125.00	6	\$750.00
Disbursement Manager - Data Validation	\$90.00	5	\$450.00
Setup Banking Account/QSF	\$675.00	1	\$675.00
QSF Monthly Reconciliation and Maintenance	\$125.00	9 Months	\$1,125.00
Print & Mail Distribution Check and Tax Docs	\$0.40	104,697	\$41,878.80
Postage	\$0.678	104,697	\$70,984.57
Process Returned Checks (assuming 5%)	\$0.20	5,235	\$1,047.00
Skip Trace Search Undeliverable Checks	\$0.12	5,235	\$628.20
Remail Checks (includes postage)	\$1.50	5,235	\$7,852.50
QSF Reporting and Final Declaration	\$500.00	1	\$500.00
QSF Annual Tax Reporting and Reconciliation	\$850.00	2	\$1,700.00
Distribution Manager	\$90.00	5	\$450.00
Total:			\$128,041.07

Case Completion

- Final audit and review
- Send final declaration and reporting to counsel

Category	Unit Value	# of Units	Total
Data Manager-Final Reporting	\$125.00	5	\$625.00
Clerical-Clean Up Any Misc.	\$45.00	8	\$360.00
Project Manager-Wrap-up Final Issues	\$110.00	7	\$770.00
Total:			\$1,755.00

Total Estimated Cost of Administration:	\$274,926
Less Client Courtesy Discount:	-\$25,000
Discounted Total:	\$249,926



Class Action Settlement Administration

 3194-C Airport Loop Drive
 Costa Mesa, CA 92626
 800-779-2104 www.simpluris.com

Estimate #:	11539V3	Prepared By:	Michael Sutherland
Estimate Date:	2/10/2020	Direct Dial #	321.223.5067
Estimate Expiration Date:	5/10/2020	Email:	msutherland@simpluris.com

Plaintiff Attorney

Attorney/Client: **Michael Morrison**
 Alexander
 Firm: Krakow
 Email: [<mmorrison@akgllp.com>](mailto:mmorrison@akgllp.com)

Defense Attorney

Attorney/Client: James Boudreau
 Firm: Greenburg Traurig
 Email:

Case Name: CVS: Opt Out Settlement

Anticipated Total Cost	\$103,070
Professional Discount applied	\$4,320
	\$98,750

Terms:

1) ed Fees assume that Simpluris will receive data in a Single Excel file with no substantial change in class size or response rate.

Total Possible Class Size:	24,754	Undeliverable Rate:	20%
Response Rate:	1%	Call Rate:	5%
Length of Response Period:	30-90	Fund Distribution:	Simpluris
Mailing Document Language:	English	Redistribution:	No
Reminder Post Card	Yes	State-One	CA
Uncashed Checks	Cy Pres		

Case Setup**Data Compilation - Develop Case Specific Response Tracking - Error Reports**

Category	Unit Value	# of Units	Total
Project Manager - Case Setup	\$125.00	6	\$750.00
CAFA Noticing to AG's	\$2,500.00	1	\$2,500.00
Additional data, multiple data sets	\$1,000.00	1	\$1,000.00
Database Manager - Initial Data Analysis	\$140.00	6	\$840.00
Total			\$5,090.00

Notification**Mailing Notice Pack- 5 pg Notice; Double Sided - English**

Category	Unit Value	# of Units	Total
Mailing Notice Pack	\$0.60	24,754	\$14,852.40
Postage	\$0.44	24,754	\$10,891.76
NCOA/CASS/LACS	\$0.03	24,754	\$742.62
Undeliverable Processing	\$0.25	4,951	\$1,237.70
Skip Trace RUM	\$1.00	4,951	\$4,950.80
Remail	\$1.00	4,456	\$4,455.72
Postage	\$0.44	4,456	\$1,960.52
Check Cashing Deadline Reminder	\$0.70	12,377	\$8,663.90
Mailing Supervisor	\$50.00	8	\$400.00
Total			\$48,155.42

Call Center**Establish Case Specific Toll Free Number**

Category	Unit Value	# of Units	Total
Customer Service Reps/Call Center Support	\$75.00	18	\$1,350.00
800 # Charges	\$0.10	1080	\$108.00
Total			\$1,458.00



Class Action Settlement Administration

 3194-C Airport Loop Drive
 Costa Mesa, CA 92626
 800-779-2104 www.simpluris.com

Claims Administration

Process Mail, Opt-Outs or Objections

Category	Unit Value	# of Units	Total
Database Manager	\$125.00	3	\$375.00
Resolving Mismatched TINs	\$75.00	5	\$375.00
Dispute/Deficiencies - Send One Cure Letter	\$2.00	87	\$173.28
Opt Out Processing	\$2.00	173	\$346.56
Data Entry	\$50.00	5	\$250.00
Claims Administrator	\$75.00	4	\$300.00
Project Manager	\$125.00	4	\$500.00
Weekly Reporting to Counsel	WAIVED	12 Wks of Reporting	\$0.00

Total \$2,319.83

Distribution

Setup a Disbursement Account

Print & Mail Checks to Class Members

Account Management & Reconciliation

Category	Unit Value	# of Units	Total
Disbursement Data Preparation	\$140.00	6	\$840.00
Disbursement Manager - Data Validation	\$75.00	2	\$150.00
Setup Banking Account/QSF	\$300.00	1	\$300.00
Print & Mail-Check-Tax forms	\$1.00	24754	\$24,754.00
Postage	\$0.44	24754	\$10,891.76
Process Returned Checks	\$0.50	248	\$123.77
Skip Trace Search Undeliverable Checks	\$5.00	248	\$1,237.70
Remail Checks	\$4.00	248	\$990.16
QSF Account Reconciliation	\$250.00	2	\$500.00
Individual Federal/State Tax Reporting	\$500.00	1	\$500.00
QSF Reporting/Declaration	\$500.00	1	\$500.00
QSF Annual Tax Preparation Fee (2020,2021)	\$1,000.00	2	\$2,000.00
Reissuing Checks/Mailing	\$4.00	198	\$792.13
Reissuing W2s/1099s	\$4.00	198	\$792.13
Responding to IRS, State, Agency Inquiries	\$75.00	1	\$75.00
Disbursement Manager	\$125.00	8	\$1,000.00

Total \$45,446.65



3194-C Airport Loop Drive
Costa Mesa, CA 92626
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Case Wrap Up

Send Final Reports to Counsel

Category	Unit Value	# of Units	Total
Data Manager-Final Reporting	\$125.00	2	\$250.00
Clerical-Clean Up Any Misc	\$50.00	2	\$100.00
Project Manager-Wrap-up Final Issues	\$125.00	2	\$250.00
Total			\$600.00

Total Case Costs

\$103,069.90



3194-C Airport Loop Drive
Costa Mesa, CA 92626
800-779-2104 www.simpluris.com

All administration services to be provided by Simpluris to Client, are provided subject to the following terms and conditions:

1. **Services.** Simpluris agrees to provide Client those services set forth in the Bid (the "Services") to which these terms and conditions are attached and which has been provided to Client. As compensation for such Services, Client agrees to pay the fees for Services outlined in the Bid. However, Client such fees for Services are estimated based on the requirements provided by Client and actual fees charged by Simpluris may be greater or less than such estimate and Client will be responsible for the payment of all such fees.
2. **Billing and Payment.** Simpluris will invoice Client on a regular basis unless a specific timeframe is otherwise set forth in the Bid. Client shall pay all invoices within 30 days of receipt. Amounts unpaid after thirty (30) days are subject to a service charge at the rate of 1.5% per month or, if less, the highest rate permitted by law. Services are not provided on a contingency basis and Client shall remain liable to Simpluris for all fees for the Services, regardless of any court decisions, and/or actions by the parties, including disapproval or withdrawal of a settlement.
3. **Retention of Documents.** Unless directed otherwise in writing by the Client, Simpluris will destroy all undeliverable mail (except for undeliverable checks) on the date that it is processed and retained in Simpluris' system. Simpluris will maintain records to establish that the subject mail is undeliverable. Simpluris will retain undeliverable checks until the Qualified Settlement Fund is closed. Simpluris will also retain all other class member and putative class member correspondence (including without limitation, claims forms and opt out forms) for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later. Lastly, Simpluris will retain bank & tax documents for such period of time as it determines is required to maintain compliance with various federal and state requirements.
4. **Limitation of Liability; Disclaimer of Warranties.** Simpluris warrants that it will perform the Services diligently, with competence and reasonable care. Simpluris' only obligation will be to correct any non-conformance with the foregoing warranty. In no event will Simpluris be liable for any lost profits/opportunities, business interruption or delay or, special, consequential, or incidental damages incurred by Client relating to the performance of the Services, regardless of whether Client's claim is for breach of contract, tort (including negligence and strict liability) or otherwise. Under no circumstances will Simpluris be liable to Client for any claims, losses, costs, penalties, fines, judgment or damages, including court costs and reasonable attorney's fees (collectively, "Losses"), whether direct or indirect, arising out of, related to, or in connection with Services in an amount in excess of the total fees charged or chargeable to Client for the particular portion of the Services affected by Simpluris' omission or error. THE WARRANTIES SET FORTH IN THIS SECTION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.
5. **Force Majeure.** To the extent performance by Simpluris of any of its obligations hereunder is substantially prevented by reason of any act of God or because of any other matter beyond Simpluris' reasonable control, then such performance shall be excused and this Agreement, at Simpluris' option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.
6. **Rights in Data.** Client agrees that it will not obtain, nor does Simpluris convey, any rights of ownership in the programs, system data, or materials provided or used by Simpluris in the performance of the Services.
7. **Electronic Communications.** During the provision of the Services the parties may wish to communicate electronically with each other at a business e-mail address. However, the electronic transmission of information cannot be guaranteed to be secure or error free and such information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete or otherwise be adversely affected or unsafe to use. Accordingly, each party agrees to use commercially reasonable procedures to check for the then most commonly known viruses and to check the integrity of data before sending information to the other electronically, but each party recognizes that such procedures cannot be a guarantee that transmissions will be virus free. It remains the responsibility of the party receiving an electronic communication from the other to carry out a virus check on any attachments before launching any documents whether received on disk or otherwise.
8. **Notice.** Any notice required or permitted hereunder shall be in writing and shall be delivered personally, by, or sent by registered mail, postage prepaid, or overnight courier and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service. Notice should be addressed to an officer or principal of Client and Simpluris, as the case may be.
9. **Waiver.** Failure or delay on the part of a party to exercise any right, power or privilege hereunder shall not operate as a waiver thereof or any of other subject, right, power or privilege.
10. **Termination.** Client may terminate the Services at anytime upon 30 days prior written notice to Simpluris. Termination of Services shall in no event relieve Client of its obligation make any payments due and payable to Simpluris in respect of Services rendered up to the effective date of Termination. Simpluris may terminate this Agreement (i) for any reason upon no less than 90 days prior written notice to the Client; or (ii) upon 15 calendar days' prior written notice, if the Client is not current in payment of fees.
11. **Jurisdiction.** The parties hereto irrevocably and unconditionally submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby irrevocably and unconditionally waive any objection to the laying of venue of any such suit, action or proceeding in such Court.
12. **Survival.** Any remedies for breach of this Agreement, this Section and the following Sections will survive any expiration or termination of this Agreement: Section 4 - Limitation of Liability; Disclaimer of Warranties, Section 6 - Rights in Data, and Section 12- Jurisdiction, 14 -Confidentiality, and Section 15 - Indemnification.
13. **Entire Agreement.** These Terms and Conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.
14. **Confidentiality.** Simpluris maintains reasonable and appropriate safeguards to protect the confidentiality and security of data provided by Client to Simpluris in connection with the Services. If, pursuant to a court order or other proceeding, a third party requests that Simpluris to disclose any confidential data provided by or for Client, Simpluris will promptly notify the Client unless prohibited by applicable law. Client will then have the option to provide Simpluris with qualified legal representation at Client's expense to defend against such request. If, pursuant to a court order, Simpluris is required to disclose data, produce documents, or otherwise act in contravention of the obligation to maintain confidentiality set forth in these terms and conditions, Simpluris will not be liable for breach of said obligation.
15. **Indemnification.** Client will indemnify and hold Simpluris (and the officers, employees, affiliates and agents harmless against any Losses incurred by Simpluris, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by Simpluris in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by Simpluris pursuant to Client's instructions.
16. **Severability.** If any term or condition or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
17. **Database Administration.** Simpluris' database administration for Client assumes that Client will provide complete data that includes all information required to send notifications and calculate and mail settlement payments. Data must be provided in a complete, consistent, standardized electronic format. Simpluris' standardized format is Microsoft Excel, however, Simpluris may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by Simpluris on a time and materials basis according to Simpluris' Standard Rates.



Simpluris Security Summary – White Paper

Simpluris is committed to the security and overall protection of not only our data and information but our client's data and information, as well. As a demonstration of our commitment, we maintain SOC 2 Certification which requires strict adherence to policies and procedures surrounding information security, including processing and storage of confidential customer data. Simpluris supports a comprehensive, written Information Security Program that complies with all applicable laws and regulations (e.g. HIPAA, Gramm-Leach-Bliley Act, MA 201 CMR 17.00) and is designed to (a) ensure the security, privacy and confidentiality of Client and Class Member Information, (b) protect against any reasonably anticipated threats or hazards to the security or integrity of Client or Class Member Information, and (c) protect against unauthorized access to, use, deletion, or modification of Class Member Information. Simpluris has designated specific employees to be responsible for the administration of its Information Security Program. Also, Simpluris regularly and routinely monitors, tests, and updates our Information Security Program.

Simpluris uses Client and Class Member Information only for the purposes for which its' clients provide it, as described in any Agreements or Court Orders governing the provision of Simpluris' services in any particular case. Simpluris maintains a process for identifying, assessing, and mitigating the risks to Class Member Information in each relevant area of Simpluris' operations. At Simpluris, we continuously evaluate the effectiveness of the safeguards for controlling these risks to data and bank accounts. Simpluris restricts access to Class Member Information only to those employees, agents, or subcontractors who need to know the information to perform their jobs. Simpluris performs background checks of all its employees that will have access to Sensitive Personal Information, including a review of their references, employment eligibility, education, and criminal history to ensure they do not pose a risk to the security of Client or Class Member Information.

Simpluris adheres to the following industry best practices to safeguard its systems which process, store or transmit Client and Class Member Information:

- Identity and Access Management;
- Complex passwords are routinely and regularly changed;
- Role-based access control systems to limit individual employee access to network applications and systems based on their particular job role and function;
- Data Loss Prevention and Intrusion Prevention System software at multiple layers to prevent from internal and external threats of data leaks, malicious activity, and policy violations
- Encryption of Class Member Information if transmitted over public or wireless networks (e.g., via email, FTP, the Internet, etc.);
- Implementation of a Secure File Transfer system (using SSL encryption) for transmitting documents back and forth to clients;
- Encryption of servers, portable media, laptops, desktops, smartphones, mobile devices, and new technologies that store Class Member Information;
- Complex password authentication for remote access to Company's networks;
- Upon hire and annually after that, training of all employees with access to Class Member Information, (including any agents, and subcontractors with access to Class Member Information) about their obligations to implement the Information Security Program;
- Strict disciplinary measures for employees who violate the Information Security Program;
- Preventing terminated employees from accessing Class Member Information;
- Appropriately configured and updated firewall, antivirus, and spyware software;
- Prompt application of vendor-recommended security patches and updates to systems and other applications to avoid any adverse impact on Class Member Information;
- Separation of Duties;
- Infrastructure and Physical Security;
- Business Continuity Planning;
- Disaster Recovery Planning