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Superior Court of California
County of Los Angeles

FEB 02 2016

Sherri R. Carter, Executive Officer/Clerk
By: B. Burns Tucker, Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

TIMOTHY J. CONNELL, an Individual,
Individually and on behalf of, all others
similarly situated and the general public,

Plaintiff,

v.

CVS PHARMACY, INC., *et al.*,

Defendants.

KLARA PAKSY, an Individual, Individually
and on behalf of, all others similarly situated
and the general public,

Plaintiff,

v.

CVS PHARMACY, INC., *et al.*,

Defendants.

DALE BYSTROM, an Individual,
Individually and on behalf of, all others
similarly situated and the general public,

Plaintiff,

v.

CVS PHARMACY, INC., *et al.*,

Defendants.

CASE NOS. BC523172
BC523491
BC525991

[CLASS ACTIONS]

Hon. Elihu M. Berle, Dept. 323

FINAL JUDGMENT

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS
ACTION SETTLEMENT; CERTIFYING
CLASS FOR SETTLEMENT
PURPOSES; AND GRANTING
PLAINTIFS' MOTION FOR
ATTORNEYS' FEES, COSTS, AND
SERVICE AWARDS**

Date: February 2, 2016
Time: 10:00 a.m.
Dept.: 323

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BY: STEPHANIE AMADOR

1 On February 2, 2016, this Court considered the Plaintiffs' unopposed Motion for Final
2 Approval of Class Action Settlement and Plaintiffs' Motion for an Award of Attorneys' Fees, Costs,
3 Claims Administration Expenses and Class Representative Enhancements (the "Motions").
4 Counsel for Plaintiffs and Defendants appeared at the hearing.

5 On July 16, 2015, this Court entered an "Order for Preliminary Approval of Class Action
6 Settlement, Setting of a Final Approval Hearing, and Approval of Notice to the Class," which was
7 modified in part by the Court's Order entered on October 15, 2015 (as modified, the "Order" or
8 "Preliminary Approval Order"). The Class Member are defined as follows: "*All persons who are*
9 *or were employed by DEFENDANTS as non-exempt pharmacists in DEFENDANTS' Region 54, 65*
10 *and/or 74 in the State of California, and who worked more than six consecutive days of work at*
11 *any time during the class period.*"

12 That Order further directed (1) the mailing of the Court approved Class Notice via first
13 class mail to the Settlement Class Members in accordance with the schedule and procedures set
14 forth in the Settlement and that Order, and (2) that the Settlement Administrator "shall submit a
15 report on the result of the claims process by January 12, 2016."

16 In accordance with the Preliminary Approval Order, Class Members have been given
17 notice of the terms of the Settlement and the opportunity to request exclusion or object to it or any
18 of its terms, or participate in the Settlement by submitting a claim form. Having received and
19 considered the Settlement, the supporting papers filed by the Parties, and the evidence and
20 argument received by the Court in conjunction with the instant Motions, the Court grants final
21 approval of the Settlement and HEREBY ORDERS, ADJUDGES, AND MAKES THE
22 FOLLOWING DETERMINATIONS:

23 1. This Court has jurisdiction over the subject matter of the Actions and over all
24 Parties to the Actions, including all members of the Class.

25 2. The Notice provided to the Class conforms with the requirements of California
26 Code of Civil Procedure section 382, California Civil Code section 1781, California Rules of
27 Court 3.766 and 3.769, the California and United States Constitutions, and any other applicable
28 law, and constitutes the best notice practicable under the circumstances, by providing individual

1 notice to all Class Members who could be identified through reasonable effort, and by providing
2 due and adequate notice of the proceedings and of the matters set forth therein to the other Class
3 Members. The notice fully satisfied the requirements of due process.

4 3. The Court finds and determines that the proposed Class, as defined in the
5 Settlement Agreement, meets all of the legal requirements for class certification, and it is hereby
6 ordered that the Class is finally approved and certified as a class for purposes of settlement of this
7 action.

8 4. The Court finds the settlement was entered into in good faith, that the settlement is
9 fair, reasonable and adequate, and that the settlement satisfies the standards and applicable
10 requirements for final approval of this class action settlement under California law, including the
11 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
12 3.769.

13 5. No Class Members have objected to the terms of the Settlement.

14 6. Upon entry of this Order, compensation to the Class Members shall be effected
15 pursuant to the terms of the Settlement Agreement.

16 7. The Court hereby confirms Michael D. Seplow and Aidan C. McGlaze of
17 Schonbrun, Seplow, Harris & Hoffman, LLP; Thomas W. Falvey, Michael H. Boyamian, and
18 Armand Kizirian of the Law Offices of Thomas W. Falvey; V. James DeSimone of V. James
19 DeSimone Law; Hiram D. Dadgostar and Azadeh Dadgostar Gilbert of Dadgostar Law LLP; and
20 Alireza Alivandivafa as Class Counsel.

21 8. The unopposed Motion for Final Approval of Attorneys' Fees and Costs is hereby
22 granted. Class Counsel shall be awarded \$2,487,200 as attorneys' fees and \$40,343.37 as litigation
23 costs, with payment coming out of Settlement funds. The Court further finds that the hourly rates
24 of Class Counsel are reasonable and in keeping with market rates for comparably complex
25 litigation in Southern California.

26 9. Plaintiff Timothy J. Connell is hereby awarded \$10,000 as "service award," with
27 payment coming out of Settlement funds. Plaintiff Klara Paksy is hereby awarded \$10,000 as
28

1 “service award,” with payment coming out of Settlement funds. Plaintiff Dale Bystrom is hereby
2 awarded \$10,000 as “service award,” with payment coming out of Settlement Funds.

3 10. Administration Costs of \$30,578.79 shall be paid from the Settlement according
4 to the terms of the Settlement Agreement to the claims administrator, KCC.

5 11. \$17,600 shall be paid from the Settlement to the California Labor and Workforce
6 Development Agency.

7 12. No other litigation costs and/or attorneys’ fees shall be awarded, either against
8 Defendants or any related persons or entities or from the award to the Class.

9 13. The Parties are ordered to give notice to all Class Members in accordance with
10 CRC 3.771(b) by having this order and judgment placed on the website for these cases established
11 by KCC: <http://classaction.kccllc.net/cvspatharmacistsettlement/ConnellPaksyBystrom>.

12 14. Upon the Effective Date, Plaintiffs and all Class Members, shall have, by operation
13 of this Order, fully, finally and forever released and discharged Defendant and all its present and
14 former parent companies, subsidiaries, shareholders, officers, directors, employees, agents,
15 servants, registered representatives, attorneys, insurers, and affiliates, and successors, (together, the
16 “Discharged Parties”) from all claims alleged by Plaintiffs in the operative complaints. Expressly
17 excluded from any release are any claims not related to the claims asserted by Plaintiffs in the
18 operative complaints in the actions. These released claims include: all claims for penalties and
19 seventh-day overtime pay for any pharmacist who worked in Regions 54, 65 and/or 74 during the
20 relevant class period relating to the allegation in the cases that pharmacists worked more than six
21 consecutive days without receiving a day off or overtime, and includes all such related claims
22 (including violations under Labor Code sections 203 (waiting time) and 226 (pay stubs)) or claims
23 arising out of the allegation. However, the Release does not include claims for unpaid wages
24 related to travel or travel expenses by floaters who contend that they were not compensated for
25 travel time and expenses when traveling to different CVS stores, other than any penalties that may
26 arise in the floater cases (to avoid potential double recovery of such penalties).

