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FILED
Superior Court of California
County of Los Angeles

FEB 28 2017

Sherri R. Carter, Executive Officer/Clerk
By *Anthony Ortiz* Deputy

REC'D
FEB 01 2017
FILING WINDOW

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

KIMBERLY MURPHY, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

CVS CAREMARK CORPORATION, CVS
PHARMACY INC., GARFIELD BEACH
CVS, LLC, LONGS DRUG STORES
CALIFORNIA, LLC, and DOES 1-10

Defendant.

Case No. BC 464785

Assigned to: Hon. Richard E. Rico

~~PROPOSED~~ JUDGMENT

Complaint filed: July 5, 2011

03/06/2017

JUDGMENT

Pursuant to the terms set forth in the Class Action Settlement Agreement entered into by the Parties, and in accordance with the Order granting Final Approval and Awarding Attorney's Fees and Costs, and good cause appearing therefrom, JUDGMENT IS HEREBY ENTERED in accordance therewith as between Plaintiffs Kimberly Murphy, Elizabeth Ortiz and Gail Miller ("Plaintiffs") and the Class of all nonexempt employees who worked in CVS stores in California from July 5, 2007, through October 3, 2016, and who do not submit valid and timely requests for exclusion pursuant to the terms of this Settlement, on the one hand, and Defendants CVS Caremark Corporation, CVS Pharmacy Inc., Garfield Beach CVS LLC, and Longs Drug Stores California, LLC ("Defendants"), on the other hand.

Without affecting the finality of this Judgment in any way, this Court hereby retains continuing jurisdiction over: (a) implementation of the Settlement Agreement and any award or plan of allocation for distribution of the Settlement Fund; (b) matters relating to attorneys' fees, costs, interest and expenses in the above-captioned action; and (c) all parties hereto for the purpose of construing, enforcing and administering the Settlement.

In the event that the Settlement does not become effective in accordance with the terms of the Settlement Agreement, then this Judgment shall be rendered null and void to the extent provided by and in accordance with the Settlement Agreement and shall be vacated and, in such event, all orders entered and releases delivered in connection herewith shall be null and void to the extent provided by and in accordance with the Settlement Agreement.

The Claims Administrator shall post this Judgment on a website accessible to Class Members for 30 days.

DATED: 2/28/17


Honorable Richard E. Rico
Judge of the Los Angeles Superior Court

03/06/2017

1 **PROOF OF SERVICE**

2 I am employed in the county of Los Angeles, State of California. I am over the age of 18
3 and not a party to the within action; my business address is 128 N. Fair Oaks Avenue, Pasadena,
4 California 91103.

5 On February 1, 2017, I served the foregoing document described as: **[PROPOSED]**
6 **JUDGMENT** on the interested parties in this cause by placing true and correct copies thereof in
7 envelopes addressed as follows:

8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28	Douglas R. Hart Jennifer B. Zargarof David R. Carpenter Heidi Larson Howell SIDLEY AUSTIN LLP 555 West Fifth Street, Suite 4000 Los Angeles, California 90013 dhart@sidley.com jzargarof@sidley.com drcarpenter@sidley.com hhowell@sidley.com	<i>Attorneys for Defendants</i> CVS Caremark Corporation, CVS Pharmacy, Inc., Garfield Beach CVS LLC, and Longs Drug Stores California, LLC
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14 **BY PERSONAL SERVICE**

15 I delivered such envelope by hand to the addressee(s) listed above.

16 **BY E-MAIL**

17 I caused the foregoing document(s) to be transmitted to: dhart@sidley.com;
18 jzargarof@sidley.com; drcarpenter@sidley.com; hhowell@sidley.com

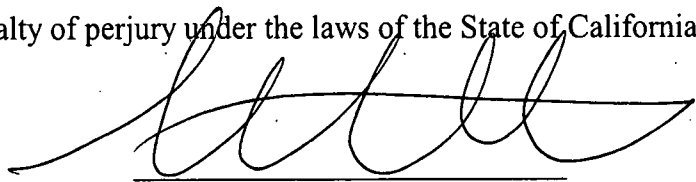
19 **BY MAIL**

20 I deposited such envelope in the mail at Pasadena, California. The envelope was
21 mailed with postage thereon fully prepaid.

22 I am readily familiar with the firm's practice of collection and processing
23 correspondence for mailing. Under that practice it would be deposited with U.S. postal service on the
24 same day with postage thereon fully prepaid at Pasadena, California in the ordinary course of business. I
25 am aware that on motion of the party served, service is presumed invalid if postal cancellation date or
26 postage meter date is more than one day after date of deposit for mailing this affidavit.

27 Executed on February 1, 2017 at Pasadena, California.

28 **XX (State)** I declare under penalty of perjury under the laws of the State of California that the above is
true and correct.


Maria Stroud
Declarant