

1 manageability requirement on PAGA claims in light of PAGA’s purpose as a law enforcement action
 2 to benefit the public); *Rincon v. West Coast Tomato Growers, LLC*, 2016 WL 11620827, at *9 (S.D.
 3 Cal., July 11, 2016) (determining whether a PAGA claim is unmanageable is inconsistent with PAGA’s
 4 purpose and statutory scheme); *Zackaria v. Wal-Mart Stores, Inc.*, 142 F.Supp.3d 949, 959 (C.D. Cal.
 5 2015) (deeming PAGA actions unmanageable due to “individualized liability determinations” is
 6 inconsistent with PAGA’s purpose, because it “would impose a barrier on such actions that the state law
 7 enforcement agency does not face when it litigates those cases itself.”); *Plaisted v. Dress Barn, Inc.*,
 8 2012 WL 4356158, at *2 (C.D. Cal. Sept. 20, 2012) (same; “every PAGA action in some way requires
 9 some individualized assessment regarding whether a Labor Code violation has occurred.”); *Moua v.*
 10 *IBM Corp.*, 2012 WL 370570, at *3 (N.D. Cal., Jan. 31, 2012) (“The statute’s plain purpose is to protect
 11 the public interest through a unique private enforcement process, not to allow a collection of individual
 12 plaintiffs to sue the same defendant in one consolidated action for the sake of convenience and
 13 efficiency.”). But even if the manageability of adjudicating the Labor Code sections 850-852 claims is
 14 considered, the relevant facts and law quickly resolve the inquiry, since all that is required is
 15 interpreting statutes and analyzing centralized data contained in scheduling, timekeeping and payroll
 16 records. CVS’ only objection is based solely on its improper attempt to introduce new evidence after
 17 fact discovery has closed, as explained above. Because such evidence cannot be considered, nor would
 18 individualized inquiries be required to examine it, CVS’ manageability arguments must be rejected.

19 **G. CVS’ Would-Be Settlement in Another Case Cannot Shield it from Liability.**

20 Although it has not filed a motion to stay the case, CVS suggests deferring ruling on the Motion
 21 so that it can rush through approval of a proposed settlement in the matter of *Chalian, et al. v. CVS*
 22 *Pharmacy, Inc., et al.*, (C.D. Cal. Case No. 2:16-cv-8979-AB-AGR) (“*Chalian*”), arguing that the
 23 Labor Code section 850-852 claims at issue in the Motion will be disposed of through that proceeding.
 24 This argument is spurious. First, the *Chalian* plaintiffs have represented that the scope of the release in
 25 that case was narrowly tailored to cover only claims that are not part of this case – namely, claims arising
 26 from off-the-clock work that caused shift lengths to exceed Labor Code sections 850-852’s limits.¹¹

27 _____
 28 ¹¹ To the extent CVS understood differently, “the failure to reach a meeting of the minds on all material
 points prevent[ed] the formation of a contract” *Bustamante v. Intuit, Inc.*, 141 Cal.App.4th 199, 215 (2006).

