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IN THE UNITED STATES DISTRICT COURT

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FOR THE NORTHERN DISTRICT OF CALIFORNIA

10

SAN FRANCISCO DIVISION

11 ELIZABETH ORTIZ and GAIL MILLER,  
 individually and on behalf of all others  
 12 similarly situated,

13 Plaintiffs,

14 v.

15 CVS CAREMARK CORPORATION, CVS  
 PHARMACY, INC., and DOES 1-50,  
 16 inclusive,

17 Defendants.

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Case No.: CV 12-05859 EDL

**PLAINTIFFS' REQUEST FOR  
 DISMISSAL AND ~~PROPOSED~~ ORDER  
 TO DISMISS FIRST AMENDED  
 COMPLAINT CAUSES OF ACTION  
 ONE THROUGH SIX AND EIGHT  
 THROUGH ELEVEN**

**Courtroom E - 15th Floor**

**Hon. Elizabeth D. LaPorte**

1 **TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

2 PLEASE TAKE NOTICE that Plaintiffs GAIL MILLER and ELIZABETH ORTIZ  
3 (“Plaintiffs”) request that as to their First Amended Complaint, the First, Second, Third,  
4 Fourth, Fifth, Sixth, Eighth, Ninth, Tenth, and Eleventh Causes of Action be dismissed with  
5 prejudice pursuant to FRCP 41(a)(2), in accordance with the Settlement Agreement executed  
6 by Plaintiffs and Defendants CVS CAREMARK CORPORATION, CVS PHARMACY, INC.  
7 (“Defendants”). Said Settlement Agreement includes a release of all claims by Plaintiffs  
8 against Defendants, with the exception of the following:

9 “This Agreement does not release the following claims by Employees: (1)  
10 Employees’ right to participate as class members in the *Murphy* Class  
11 Action; (2) Employees’ individual and class allegations for California  
12 Labor Code section 203 penalties for late payment of termination pay,  
13 arising from Employees’ security check related claims in the present action  
14 and the *Murphy* Class Action; and (3) any claims that cannot be released as  
15 a matter of law, including any claims by Employees for workers’  
16 compensation. This Agreement further does not waive rights or claims that  
17 may arise after the date the Agreement is executed by Employees, including  
18 but not limited to rights or claims regarding the enforcement of the terms of  
19 this Agreement.”

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22 DATED: September 10, 2014

Aiman-Smith & Marcy  
/s/ Hallie Von Rock

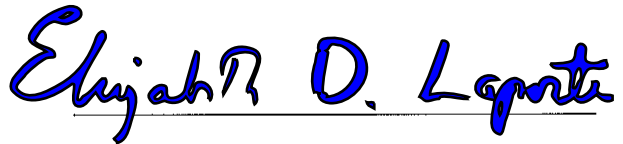
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Hallie Von Rock  
Attorneys for plaintiffs Elizabeth Ortiz  
25 and Gail Miller  
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1 **[PROPOSED] ORDER**

2 The Court having reviewed the Plaintiffs' Request for Dismissal, and good cause  
3 appearing therefor, IT IS ORDERED:

4 The First, Second, Third, Fourth, Fifth, Sixth, Eighth, Ninth, Tenth, and Eleventh  
5 Causes of Action in the First Amended Complaint, in the above-captioned matter, are  
6 dismissed with prejudice pursuant to FRCP 41(a)(2).

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9 DATE: September 11, 2014



Hon. Elizabeth D. Laporte