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6 Attorneys for PLAINTIFF SEVAG CHALIAN  
and the Proposed Class

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ORIGINAL FILED  
Superior Court of California  
County of Los Angeles

JUL 20 2016

Sherri R. Carter, Executive Officer/Clerk  
By: Judi Lara, Deputy

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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
10 **FOR THE COUNTY OF LOS ANGELES, UNLIMITED JURISDICTION**

11 SEVAG CHALIAN, an Individual,  
Individually and on behalf of, all others  
12 similarly situated and the general public,

13 **PLAINTIFFS,**

14 v.

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

17 **Defendants.**  
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CASE NO.

**BC 6 27757**

**CLASS ACTION COMPLAINT**

1. **Unpaid Wages (Cal. Labor Code § 1194);**
  2. **Failure to Pay Overtime Compensation (Cal. Labor Code § 1194);**
  3. **Failure to Provide Accurate Itemized Wage Statements (Cal. Labor Code § 226);**
  4. **Waiting Time Penalties (Cal. Labor Code §§ 201-203);**
  5. **Unfair Business Practices (Cal. Bus. & Prof. Code § 17200, et seq.)**
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1 **GENERAL ALLEGATIONS**

2 PLAINTIFF SEVAG CHALIAN, as an individual, and on behalf of himself, all others  
3 similarly situated, and the general public, complains and alleges on information and belief the  
4 following against DEFENDANTS CVS PHARMACY, INC.; CVS RX SERVICES, INC.;  
5 GARFIELD BEACH CVS, LLC; and Does 1-100:

6 **INTRODUCTION**

7 1. This is a class action, under Code of Civil Procedure section 382, arising out of the  
8 unlawful practice of DEFENDANTS CVS PHARMACY, INC., CVS RX SERVICES INC.,  
9 GARFIELD BEACH CVS, LLC, and Does 1 through 100 (collectively, "DEFENDANTS") in  
10 causing PLAINTIFF SEVAG CHALIAN ("PLAINTIFF"), and other certain pharmacists in  
11 DEFENDANTS' Region 65 and Region 72 of the State of California to work off-the-clock while  
12 completing mandatory training modules for DEFENDANTS.

13 **JURISDICTION AND VENUE**

14 2. This Court has subject matter jurisdiction over all causes of action asserted herein  
15 pursuant to Article VI, § 10 of the California Constitution and California Code of Civil Procedure  
16 § 410.10 by virtue of the fact that this is a civil action in which the matter in controversy,  
17 exclusive of interest, exceeds \$25,000, and because each cause of action asserted arises under the  
18 laws of the State of California or is subject to adjudication in the courts of the State of California.  
19 No part of this complaint is preempted by federal law or challenges conduct within any federal  
20 agency's exclusive domain, and adjudication thereof has not been statutorily assigned to any  
21 other court or jurisdiction.

22 3. This Court has personal jurisdiction over DEFENDANTS because  
23 DEFENDANTS have caused injuries in the County of Los Angeles and State of California  
24 through their acts, and by their violation of the California Labor Code, California state common  
25 law, and California Business & Professions Code sections 17200, *et seq.*

26 4. Venue as to DEFENDANTS is proper in this judicial district, pursuant to Code of  
27 Civil Procedure section 395(a). DEFENDANTS either reside, maintain offices, transact business,  
28 and/or have agents in Los Angeles County and DEFENDANTS are otherwise within this Court's

1 jurisdiction for purposes of service of process. The unlawful acts alleged herein have a direct  
2 effect on PLAINTIFF, those similarly situated, and the general public within the State of  
3 California and within Los Angeles County.

4 5. This case should be classified as complex according to Rule 3.400 of the  
5 California Rules of Court and Local Rule 7.3(k) of the Los Angeles County Superior Court, and  
6 assigned to a complex litigation judge and department, as it will involve substantial documentary  
7 evidence, a large number of witnesses, and is likely to involve extensive motion practice raising  
8 difficult or novel issues that will be time-consuming to resolve and would require substantial  
9 postjudgment judicial supervision.

10 6. On information and belief, the aggregate claims of the Class do not exceed  
11 \$5,000,000 and the individual claims of PLAINTIFF do not exceed \$75,000.

12 **THE PARTIES**

13 7. PLAINTIFF SEVAG CHALIAN at all relevant times was employed by  
14 DEFENDANTS as a pharmacist at DEFENDANTS' stores in Region 65 and Region 72 of  
15 DEFENDANTS' California retail stores and operations.

16 8. Defendant CVS RX SERVICES, INC. ("CVS RX") is a corporation organized  
17 under the laws of the State of New York and is engaged in the business of providing pharmacy  
18 services throughout the State of California.

19 9. Defendant CVS PHARMACY, INC. ("CVS PHARMACY") is a corporation  
20 organized under the laws of the State of Rhode Island and is engaged in the business of operating  
21 retail stores that sell pharmaceuticals and general merchandise and provide pharmacy services  
22 throughout the State of California.

23 10. Defendant GARFIELD BEACH CVS, LLC ("GARFIELD BEACH CVS" and  
24 collectively with Defendants CVS RX and CVS PHARMACY, "CVS") is a limited liability  
25 company organized under the laws of the State of California and is engaged in business as a  
26 pharmacy and medical supplier to CVS retail stores located throughout the State of California.

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1           11.     The true names and capacities, whether individual, corporate, associate, or  
 2 otherwise, of Defendants sued herein as Does 1 through 100, inclusive, are currently unknown to  
 3 PLAINTIFF, who therefore sues Defendants by such fictitious names under California Code of  
 4 Civil Procedure section 474. PLAINTIFF is informed and believes, and based thereon alleges,  
 5 that each of the Defendants designated herein as a Doe is legally responsible in some manner for  
 6 the unlawful acts referred to herein. PLAINTIFF will seek leave of Court to amend this  
 7 Complaint to reflect the true names and capacities of the Defendants designated hereinafter as  
 8 Does when such identities become known.

9           12.     PLAINTIFF is informed and believes, and based thereon alleges, that each of the  
 10 DEFENDANTS acted in all respects pertinent to this action as the agent of the other  
 11 DEFENDANTS, carried out a joint scheme, business plan or policy in all respects pertinent  
 12 hereto, and the acts of each DEFENDANT are legally attributable to the other DEFENDANTS.

13           13.     PLAINTIFF is informed and believes, and thereon alleges, that each and all of the  
 14 acts and omissions alleged herein were performed by, and/or attributable to, all DEFENDANTS,  
 15 each acting as agents and/or employees, and/or under the direction and control of each of the  
 16 other DEFENDANTS, and that said acts and failures to act were within the course and scope of  
 17 said agency, employment and/or direction and control. PLAINTIFF is informed and believes,  
 18 and thereon alleges, that at all times material hereto DEFENDANTS were and are the agents of  
 19 each other.

20                                   **CLASS ACTION ALLEGATIONS**

21           14.     PLAINTIFF brings this action on behalf of himself individually and all others  
 22 similarly situated as a class action pursuant to California Code of Civil Procedure section 382, on  
 23 behalf of the class composed of and defined as follows (herein referred to as the “Class” and its  
 24 putative members as the “Class Members”):

25                                   Region 65 Class:

26                                   All persons who are or were employed by DEFENDANTS as non-  
 27 exempt pharmacists in DEFENDANTS’ Region 65 in the State of  
 28 California, and who completed mandatory training modules for  
 DEFENDANTS outside of their shifts.

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Region 72 Class:

All persons who are or were employed by DEFENDANTS as non-exempt pharmacists in DEFENDANTS' Region 72 in the State of California, and who completed mandatory training modules for DEFENDANTS outside of their shifts.

15. This action has been brought and may properly be maintained as a class action under Code of Civil Procedure section 382 because there is a well-defined community of interest in the litigation and the proposed classes are easily ascertainable:

a. Numerosity: The potential members of the Class as defined are so numerous that joinder of all the members of the Class is impracticable. While the precise number of Class Members has not yet been determined, PLAINTIFF is informed and believes that DEFENDANTS employ 1,000 or more pharmacists in the State of California and that DEFENDANTS routinely cause a significant number of such pharmacists to complete training modules without compensation.

b. Commonality: There are questions of law and fact common to the PLAINTIFF and the Class as defined that predominate over any questions affecting only individual members of the Class. These common questions of law and fact include without limitation:

(i) Whether DEFENDANTS violated Wage Order Number 7-2001, section 3 and Labor Code sections 510 and 1194 by failing to pay minimum wages and/or overtime compensation, for mandatory training not required by the California Board of Pharmacy or any other regulatory agency, to Class Members who so worked and should have been entitled to such compensation under California law;

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(ii) Whether DEFENDANTS violated Labor Code section 226 by failing to provide accurate itemized wage statements for all Class Members;

(iii) Whether DEFENDANTS violated Labor Code sections 201 through 203 by willfully failing to pay Class Members all compensation due promptly upon the termination of the employment relationship;

(iv) Whether DEFENDANTS violated Business and Professions Code sections 17200, *et seq.* by violating the labor laws and regulations noted herein;

c. Typicality: PLAINTIFF'S wage and hour claims are typical of the claims of the Class. PLAINTIFF and all Class Members sustained injuries arising out of actions or inactions of DEFENDANTS' common course of conduct in violation of law as alleged herein.

d. Adequacy of Representation: PLAINTIFF is qualified to, and will fairly and adequately protect the interests of each Class Member, with whom he has a well-defined community of interest and typicality of claims, as demonstrated herein. PLAINTIFF has no interest that is adverse to the interests of the other Class Members. PLAINTIFF acknowledges that they have an obligation to make known to the Court any relationship, conflicts or differences with any Class Member. PLAINTIFF'S attorneys and proposed Class counsel are versed in the rules governing class action discovery, certification, and settlement. PLAINTIFF has incurred, and during the pendency of this action, will continue to incur, costs and attorney fees, that have been, are and will be necessarily expended for the prosecution of this action for the substantial benefit of each Class Member.

e. Superiority of Class Action: A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual

1 joinder of all Class Members is not practicable, and common questions of  
2 law and fact affecting the Classes predominate over any questions affecting  
3 only individual members of the Class. Each Class Member has been  
4 damaged and is entitled to recover by reason of DEFENDANTS' illegal  
5 policies and/or practices. Class action treatment will allow those similarly  
6 situated persons to litigate their claims in the manner that is most efficient  
7 and economical for the parties and the judicial system. This is particularly  
8 true given the challenges facing the California Superior Court and the  
9 statewide reach of the DEFENDANTS.

10 f. Public Policy Consideration: California employers violate wage and hour  
11 laws every day. Current employees are often afraid to assert their rights  
12 out of fear of direct or indirect retaliation. Former employees are fearful of  
13 bringing actions because they believe their former employers can damage  
14 their future endeavors through negative references and other means.  
15 California has a stated public policy in favor of class actions in this context  
16 for the vindication of employee rights and enforcement of the Labor Code.  
17 Class actions provide the Class Members who are not named in the  
18 Complaint with a type of anonymity that allows for the vindication of their  
19 rights.

20 **FACTS COMMON TO ALL CAUSES OF ACTION**

21 16. PLAINTIFF SEVAG CHALIAN is a pharmacist who has worked for  
22 DEFENDANTS as a pharmacist in Region 65 and Region 72 of DEFENDANTS' California retail  
23 operations during the Class Period.

24 17. As a pharmacist-employee of CVS, PLAINTIFF was properly classified as a non-  
25 exempt employee.

26 18. PLAINTIFF and other Class Members should be classified as "non-exempt"  
27 employees. They are not engaged primarily in exempt duties nor do they perform work which  
28 requires the exercise of discretion and independent judgment as contemplated by the Wage

1 Orders. PLAINTIFF and other Class Members should not be classified as “independent  
2 contractors” exempt from the Wage Orders because they did not have the degree of independence  
3 and control over their time and direction as required of independent contractors. PLAINTIFF and  
4 other Class Members should not be classified as inside or outside salespersons exempt from any  
5 part of the Wage Order because, typically, none of their wages come from commission.  
6 DEFENDANTS concede this point by already paying and classifying all pharmacists as “non-  
7 exempt” employees.

8 19. During his employment by DEFENDANTS as a pharmacist, PLAINTIFF and  
9 Class Members were required to complete mandatory training modules. These mandatory  
10 training modules were required by CVS, and were not part of any certification or licensure  
11 requirement imposed by the California Board of Pharmacy or any other regulatory agency.

12 20. DEFENDANTS have failed and refused to compensate PLAINTIFF and Class  
13 Members properly for their time spent completing CVS’S mandatory training modules when the  
14 training was completed by PLAINTIFF and Class Members while not on a shift.

15 21. If PLAINTIFF or Class Members had already clocked-out for the day, or if it was  
16 not yet time for PLAINTIFF or Class Members to clock into their shift, DEFENDANTS would  
17 compensate PLAINTIFF and Class Members for a fixed amount of time for their time spent  
18 completing these mandatory training module, even though PLAINTIFF and Class Members  
19 regularly spent more time on the mandatory training module than what was allocated to them by  
20 DEFENDANTS.

21 22. Moreover, DEFENDANTS gave remote access to the mandatory training modules  
22 to PLAINTIFF and Class Members such that PLAINTIFF and Class Members would complete  
23 some mandatory training modules at home. When PLAINTIFF and Class Members would report  
24 the time they spent completing a mandatory training module at home DEFENDANTS would  
25 refuse to fully compensate them for their time.

26 23. On information and belief, CVS knew when PLAINTIFF or a Class Member first  
27 viewed the notification of a pending mandatory training module, when PLAINTIFF or a Class  
28 Member began working on it, and when PLAINTIFF or a Class Member completed it.



1 24. Each mandatory training module came with an estimated amount of time that CVS  
2 believed it would take PLAINTIFF and Class Members to complete. DEFENDANTS refused to  
3 pay Plaintiff and Class Members for the actual time that they spent completing CVS'S mandatory  
4 training modules. On information and belief, DEFENDANTS would compensate PLAINTIFF  
5 and Class Members only for the estimated amount of time that DEFENDANTS believed the  
6 mandatory training module should take to complete. PLAINTIFF and Class Members would not  
7 receive the full compensation that they were due, whether at their regular rate of pay or their  
8 overtime rate of pay, as applicable, for the actual time that they spent completing these mandatory  
9 training modules for CVS.

10 **FIRST CAUSE OF ACTION**

11 **FAILURE TO PAY ALL WAGES DUE**

12 **(Cal. Labor Code § 1194)**

13 **By PLAINTIFF individually and on behalf of the Class against all DEFENDANTS**

14 25. As a separate and distinct cause of action, PLAINTIFF realleges and incorporates  
15 by reference, as though fully set forth herein, all the allegations contained in the preceding  
16 paragraphs of this Complaint, excepting those allegations which are inconsistent with this cause  
17 of action.

18 26. DEFENDANTS routinely required PLAINTIFF and Class Members to complete  
19 mandatory training modules without full compensation for the time actually spent on such  
20 modules. As a result, DEFENDANTS failed to pay PLAINTIFF and Class Members at their  
21 regular rate of pay for all hours worked.

22 27. PLAINTIFF is informed and believes, and thereon alleges that the failure of  
23 DEFENDANTS to fully compensate PLAINTIFF and Class Members all of their wages due and  
24 their regular rate of pay was willful, purposeful, and unlawful and done in accordance with the  
25 policies and practices of DEFENDANTS' operations.

26 28. As a proximate cause of the aforementioned violations, PLAINTIFF and Class  
27 Members have been damaged in an amount according to proof at time of trial. PLAINTIFF and  
28 Class Members are entitled to recover the unpaid balance of wages owed, penalties, including

1 penalties available pursuant to California Labor Code section 558, plus interest, reasonable  
2 attorney fees and costs of suit according to the mandate of California Labor Code §§ 1194, *et.*  
3 *seq.*

4 29. WHEREFORE, PLAINTIFF requests relief as hereafter provided.

5 **SECOND CAUSE OF ACTION**

6 **FAILURE TO PAY OVERTIME COMPENSATION**

7 **(Cal. Labor Code § 1194)**

8 **By PLAINTIFF individually and on behalf of the Class against all DEFENDANTS**

9 30. As a separate and distinct cause of action, PLAINTIFF realleges and incorporates  
10 by reference, as though fully set forth herein, all the allegations contained in the preceding  
11 paragraphs of this Complaint, excepting those allegations which are inconsistent with this cause  
12 of action.

13 31. DEFENDANTS routinely required PLAINTIFF and Class Members to complete  
14 mandatory training modules without full compensation for the time actually spent on such  
15 modules. As a result, DEFENDANTS failed to pay PLAINTIFF and Class Members at their  
16 overtime rate for all such hours worked that were in excess of their eighth (8th) hour of work per  
17 day, or fortieth (40th) hour per week.

18 32. PLAINTIFF is informed and believes, and thereon alleges that the failure of  
19 DEFENDANTS to fully compensate PLAINTIFF and Class Members for overtime work was  
20 willful, purposeful, and unlawful and done in accordance with the policies and practices of  
21 DEFENDANTS' operations.

22 33. As a proximate cause of the aforementioned violations, PLAINTIFF and Class  
23 Members have been damaged in an amount according to proof at time of trial. PLAINTIFF and  
24 Class Members are entitled to recover the unpaid balance of wages owed, penalties, including  
25 penalties available pursuant to California Labor Code section 558, plus interest, reasonable  
26 attorney fees and costs of suit according to the mandate of California Labor Code §§ 1194, *et.*  
27 *seq.*

28 34. WHEREFORE, PLAINTIFF requests relief as hereafter provided.

1 **THIRD CAUSE OF ACTION**

2 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

3 **(Cal. Labor Code § 226)**

4 **By PLAINTIFF individually and on behalf of the Class against all DEFENDANTS**

5 35. As a separate and distinct cause of action, PLAINTIFF realleges and incorporates  
6 by reference, as though fully set forth herein, all the allegations contained in the preceding  
7 paragraphs of this Complaint, excepting those allegations which are inconsistent with this cause  
8 of action.

9 36. California Labor Code section 226 requires all employers to provide accurate  
10 itemized wage statements to each employee for wages earned during that pay period.

11 37. DEFENDANTS failed to provide PLAINTIFF and Class Members with accurate  
12 itemized wage statements as required by California Labor Code section 226. In particular, by  
13 virtue of the foregoing policies and practices, DEFENDANTS knowingly and intentionally did  
14 not state on PLAINTIFF'S and Class Members' payroll records the time that they had actually  
15 worked including the regular wages or overtime that they had earned.

16 38. PLAINTIFF is informed and believes, and based thereon alleges that  
17 DEFENDANTS knowingly and intentionally provided inaccurate payroll records in order to  
18 conceal their unlawful payment practices. As a result, PLAINTIFF and Class Members are  
19 entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period  
20 in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a  
21 subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000) per  
22 employee, and are entitled to an award of costs and reasonable attorney fees.

23 39. WHEREFORE, PLAINTIFF requests relief as hereafter provided.

24 **FOURTH CAUSE OF ACTION**

25 **WAITING TIME PENALTIES**

26 **(Cal. Lab. Code §§ 201-203)**

27 **By PLAINTIFF individually and on behalf of the Class against all DEFENDANTS**

1           40.     As a separate and distinct cause of action, PLAINTIFF realleges and incorporates  
2 by reference, as though fully set forth herein, all the allegations contained in the preceding  
3 paragraphs of this Complaint, excepting those allegations which are inconsistent with this cause  
4 of action.

5           41.     At the time of resignation or termination of PLAINTIFF and all other former  
6 employee class members, DEFENDANTS owed PLAINTIFF and all other former-employee  
7 Class Members wages that had not been paid to them when they became due.

8           42.     DEFENDANTS willfully failed to pay PLAINTIFF and all other former-employee  
9 Class Members all wages due and owing them immediately upon termination or resignation, or  
10 within 72 hours of resignation, in violation of California Labor Code sections 201 and 202.

11           43.     DEFENDANTS never tendered payment of all wages due and owing to  
12 PLAINTIFF or any other former-employee Class Members at any time. Based on  
13 DEFENDANTS' conduct as alleged herein, PLAINTIFF and all other former-employee Class  
14 Members are entitled to recover waiting-time penalties at their daily rate of pay multiplied by the  
15 number of days the wages went unpaid, up to a maximum of 30 days in an amount to be proven at  
16 trial.

17           44.     WHEREFORE, PLAINTIFF requests relief as hereafter provided.

18                                       **FIFTH CAUSE OF ACTION**  
19                                       **UNFAIR BUSINESS PRACTICES**  
20                                       **(Cal. Bus. & Prof. Code §§ 17200, et seq.)**

21                       **By PLAINTIFF individually and on behalf of the Class against all DEFENDANTS**

22           45.     As a separate and distinct cause of action, PLAINTIFF realleges and incorporates  
23 by reference, as though fully set forth herein, all the allegations contained in the preceding  
24 paragraphs of this Complaint, excepting those allegations which are inconsistent with this cause  
25 of action.

26           46.     The Unfair Competition Law, Business & Professions Code sections 17200 et seq.,  
27 defines unfair competition to include any "unfair," "unlawful" or "deceptive" business practice,  
28 and provides for restitutionary relief for violations.

1           47.    DEFENDANTS have committed numerous unfair, unlawful, or deceptive business  
2 practices including but not limited to: (1) failing to compensate PLAINTIFF and other non-  
3 exempt pharmacists properly for time spent completing mandatory training modules for  
4 DEFENDANTS; (2) willfully failing to pay PLAINTIFF and other non-exempt pharmacists all  
5 compensation due promptly upon the termination of their employment relationships with  
6 DEFENDANTS; and (3) knowingly and intentionally providing inaccurate payroll records to  
7 PLAINTIFF and other non-exempt pharmacists.

8           48.    The actions of DEFENDANTS detailed herein against PLAINTIFF and Class  
9 Members constitute unfair, unlawful and deceptive business practices, and further, constitute  
10 actions for which restitutionary relief is available.

11           49.    As a proximate result of DEFENDANTS' actions, PLAINTIFF has suffered injury  
12 in fact and lost money or property.

13           50.    PLAINTIFF is informed and believes that DEFENDANTS continue to engage in  
14 the practices described herein and are continuing and will continue to benefit financially from  
15 these unlawful and unfair practices unless enjoined by this court from doing so.

16           51.    Under Business and Professions Code sections 17200, *et seq.*, PLAINTIFF and  
17 other current and former aggrieved employees of DEFENDANTS are entitled to restitution of all  
18 funds, which lawfully should have been paid as wages and/or overtime to any and all current or  
19 former employees and wrongfully withheld by DEFENDANTS, for the last four years, together  
20 with interest thereon.

21           52.    Under Business and Professions Code sections 17200, *et seq.*, PLAINTIFF and  
22 other current and former aggrieved employees of DEFENDANTS are entitled to restitution of all  
23 funds which should have been paid as premium wages, civil penalties, or other penalties to any  
24 and all current or former employees for the last four years, as well as costs and reasonable  
25 attorneys fees pursuant to statute.

26           53.    Under Business and Professions Code sections 17200, *et seq.*, DEFENDANTS  
27 should be enjoined from any and all unfair, unlawful and deceptive business practices as these  
28 practices are harmful to the general public.

1 54. WHEREFORE, PLAINTIFF requests relief as hereafter provided.

2 **PRAYER FOR RELIEF**

3 WHEREFORE, PLAINTIFF prays for relief and judgment against all DEFENDANTS,  
4 jointly and severally, as follows:

5 1. For an order determining that this action may be maintained as a class action under  
6 Code of Civil Procedure section 382;

7 2. For an order appointing PLAINTIFF as the representative of the Class as indicated  
8 and defined herein;

9 3. For an order appointing counsel for PLAINTIFF counsel as Class counsel;

10 4. For general and compensatory damages according to proof;

11 5. For restitution of all monies due to PLAINTIFF and the Class from the unlawful  
12 business practices;

13 6. For exemplary and punitive damages due to PLAINTIFF and the Class due to the  
14 unlawful conversion;

15 7. For interest accrued to date;

16 8. For costs of the suit incurred;

17 9. For disgorgement of profits garnered as a result of DEFENDANTS' unlawful  
18 failure to pay wages, including overtime wages earned;


19 10. For attorneys' fees and costs pursuant to statute and all other applicable law; and

20 11. For such other and further relief as this Court may deem appropriate.

21 Dated: July 20, 2016

Respectfully submitted,

LAW OFFICES OF THOMAS W. FALVEY

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25 By:   
26 Thomas W. Falvey  
Michael H. Boyamian  
Armand R. Kizirian

27 Attorneys for PLAINTIFF SEVAG CHALIAN  
28 and the Proposed Class

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**DEMAND FOR JURY TRIAL**

PLAINTIFF SEVAG CHALIAN and the Proposed Class hereby demand a trial by jury on all issues so triable.

Dated: July 20, 2016

Respectfully submitted,

LAW OFFICES OF THOMAS W. FALVEY

By:   
\_\_\_\_\_  
Thomas W. Falvey  
Michael H. Boyamian  
Armand R. Kizirian

Attorneys for PLAINTIFF SEVAG CHALIAN  
and the Proposed Class