

JAMES HAWKINS APLC
James R. Hawkins (192925)
Christina Lucio (253677)
9880 Research Drive, Suite 200
Irvine, CA 92618
Tel.: (949) 387-7200
Fax: (949) 387-6676
Email: James@jameshawkinsaplc.com
Email: christina@jameshawkinsaplc.com

Attorneys for Plaintiff KEVIN HARRIS,
on behalf of himself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF PLACER

KEVIN HARRIS, individually and on
behalf of himself and all others similarly
situated,

Plaintiff,

v.

MCKESSON MEDICAL-SURGICAL
INC., a Delaware Corporation; and DOES
1-50, inclusive,

Defendants

Case No. S-CV-0044686

Assigned for All Purposes to:

Hon. Garen Horst

Dept.: 42

**DECLARATION OF KEVIN HARRIS IN
SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT, AND MOTION FOR
AWARD OF ATTORNEYS' FEES, COSTS,
AND CLASS REPRESENTATIVE SERVICE
PAYMENT**

Date: June 27, 2024

Time: 8:30 a.m.

Complaint Filed: April 3, 2020

Trial Date: None Set

1 I, Kevin Harris, declare as follows:

2 1. I am an individual over the age of 18 and a resident of California. The facts set
3 forth herein are true of my own personal knowledge, and if called upon to testify thereto, I could
4 and would competently do so under oath.

5 2. I am the named Plaintiff in the Class action entitled *Kevin Harris v. McKesson*
6 *Medical-Surgical, Inc.* in Placer County Superior Court Case No. S-CV-0044686, and the related
7 action, *Kevin Harris v. McKesson Medical-Surgical, Inc.*, Case No. S-CV-0045007, in Placer
8 County Superior Court, seeking PAGA penalties for the violations alleged in the Class Action. As
9 part of this settlement, I have filed a First Amended Consolidated Complaint, adding the PAGA
10 claims to the initial Class Action for purposes of settlement.

11 3. I worked for Defendant McKesson Medical-Surgical, Inc. ("Defendant" or
12 "McKesson") as an hourly, non-exempt employee during the Class Period who held a position as
13 a delivery driver. McKesson is a medical distributor that operates in California.

14 4. I decided to seek legal advice about my work experience at McKesson and about
15 filing a lawsuit to redress my grievances. I contacted James Hawkins APLC and spoke with
16 attorneys there. Along with seeking advice about my individual claims, I wanted to take steps to
17 make sure that other employees who worked for McKesson could receive compensation who
18 were subjected to the same Labor Code violations as myself while working for McKesson.

19 5. My complaints included that McKesson had failed to provide off-duty rest breaks
20 and/or pay missed rest break premiums (specifically, Defendant promulgated an unlawful rest
21 period policy applicable to Class Members that required rest periods to be taken on the premises
22 and made delivery demands that inhibited the taking of breaks), failed to pay all minimum wages
23 owed, including overtime at the proper rate, failed to provide complete and accurate wage
24 statements, failed to pay all wages owed upon termination, failed to reimburse for necessary
25 expenses. This was true for myself and my fellow Class Members. By way of example, I was
26 terminated, and was not provided with my final pay immediately, as required by law, but was
27 instead paid via mail three days later, and this pay did not include any missing overtime pay, or
28 meal or rest period premiums.

1 6. Prior to filing the action, my attorneys and their staff and I had multiple
2 conferences about the factual bases for the claims that I wanted to pursue against Defendant.
3 During those conferences, my attorneys provided me with an overview of how those claims
4 would be litigated and generally educated me about the nature of complex/representative
5 litigation and my role as the representative Plaintiff. After meeting with my attorneys about these
6 issues, I decided to proceed with a class and representative action against Defendant. When I
7 agreed to represent the class, I understood it was my duty to be readily available and to participate
8 actively in the case. I knew that I needed to keep aware of the status and progress of the lawsuit.

9 7. I understood the risks I could face due to my involvement as a named plaintiff. I
10 was advised I could be responsible for the payment of Defendant's court-awarded litigation costs
11 and potentially attorneys' fees if I did not prevail in the litigation. Therefore, I realized that I was
12 taking a significant amount of risk in filing the class action lawsuit.

13 8. Even though I knew I was taking risks, I knew I had to do what I believed was
14 right and pursue claims on behalf of other employees to vindicate our rights and attempt to
15 recover the wages owed to us.

16 9. Since I began my lawsuits against McKesson in 2020, I estimate I have spent more
17 than 100 hours communicating and meeting with my attorneys concerning the case and fulfilling
18 my responsibilities as the Class Representative, which included searching for documents and
19 answering questions from my attorneys, explaining McKesson's policies and procedures,
20 providing information about potential witnesses, and reviewing the complaint, participating in
21 two full-day mediations and settlement discussions, reviewing and discussing the settlement
22 agreement with my attorneys, and providing declarations in support of the settlement. Throughout
23 the case, I was available to speak with my attorneys whenever they needed me, and I responded
24 right away with the information they requested. I also routinely checked in with my attorneys and
25 their staff, making sure to keep up to date on the status of the case.

26 10. I am informed that, if approved, 258 current and former employees of McKesson
27 will participate in the Settlement and receive payments they may not otherwise have recovered
28

1 but for this case. I am further informed that, in response to the Class Notice, no Class Members
2 requested to be excluded from the Settlement or submitted a written objection to the Settlement.

3 11. I am informed that the average gross payment to Class Members is estimated to be
4 \$1,976.42 and the highest gross payment is estimated to be \$4,485.55. In addition, Participating
5 Class Members who are also PAGA Members will receive an additional payment for their share
6 of the PAGA Payment.

7 12. To date, I have not received any benefits from the action. I understand that, if the
8 Court grants final approval of the settlement, I will receive an individual settlement payment
9 according to the same formula as the other Class Members, in addition at any Class
10 Representative Service Payment approved by the Court.

11 13. I understand the Settlement also includes a proposed Service Payment to me in the
12 amount of \$10,000. I understand the Court has discretion over the proposed Service Payment,
13 meaning the Court gets to decide whether to award the proposed Service Payment and the amount
14 awarded. I personally think a \$10,000 Service Payment is fair compensation for the time and risks
15 I have taken to help the Class Members and State of California, and in light of the excellent result
16 achieved for the Class Members.

17 14. I believe this amount is reasonable considering the amount of work and time I
18 spent with my attorneys to achieve this excellent settlement over more than four years. The time
19 and service I provided to the Class resulted in the Parties agreeing to settle the case and in a
20 positive outcome to the entire Class, who will receive a share of the settlement funds in this case.

21 15. I also think the Incentive Payment is fair to help compensate for the reputational
22 risk I have taken in being a class and PAGA representative. Any future employer performing a
23 background or social media check will easily find my name as a Plaintiff in this case and they
24 may be wary of hiring someone they think is litigious. I understood the risks involved in being a
25 Plaintiff in this case, including the stigma attached to being associated with an employment class
26 and representative action, the potential of losing the case and being responsible for expenses, and
27 that such complex cases can drag out for years.

28

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

DocuSigned by:
K. L. L. L.
007E3A5072B042A...

Kevin Harris