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on behalf of himself and all others similarly situated

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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF PLACER**

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

12 Plaintiff,

13 v.

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

16 Defendants
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Case No. S-CV-0044686

Assigned for All Purposes to:
Hon. Garen Horst
Dept.: 42

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
AND PAGA SETTLEMENT, AWARD OF
ATTORNEYS' FEES, COSTS, AND
CLASS REPRESENTATIVE SERVICE
PAYMENT, AND ENTRY OF
JUDGMENT**

Date: June 27, 2024
Time: 8:30 a.m.

Complaint Filed: April 3, 2020
Trial Date: None Set

1 On June 27, 2024 at 8:30 a.m. in Department 42, the Court heard Plaintiff's Motion for
2 Final Approval of a Class Action and PAGA Settlement ("Final Approval Motion"), and Motion
3 for Award of Attorneys' Fees and Costs, and Class Representative Service Award ("Fees
4 Motion").

5 This matter came for hearing upon Plaintiff's unopposed application for final approval of
6 the settlement set forth in the Class Action and PAGA Settlement ("Settlement"). Due and
7 adequate notice having been given to the Class, and the Court having considered the Settlement,
8 all papers filed and proceedings had herein and all oral and written comments received regarding
9 the proposed settlement, and having reviewed the record in this Litigation, and good cause
10 appearing,

11 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

12 1. The Court, for the purposes of this Order, adopts all defined terms as set forth in
13 the Settlement filed in this case.

14 2. The Court has jurisdiction over the subject matter of the Litigation, the Class
15 Representative, the Settlement Class Members, the Aggrieved Employees, and Defendant.

16 3. The Court further finds that the Settlement satisfies the standards and applicable
17 requirements for final approval of this class action settlement under California law, including the
18 provisions of California Code of Civil Procedure sections 382 and California Rules of Court, Rule
19 3.769, and applicable law.

20 4. For purposes of approving the Settlement only, this Court finds and concludes that:
21 (a) the Class Members are ascertainable and so numerous that joinder of all members is
22 impracticable; (b) there are questions of law or fact common to the Class, and there is a well-
23 defined community of interest among Class Members with respect to the subject matter of the
24 claims in the action; (c) the claims of Plaintiff are typical of the claims of the Class Members; (d)
25 the Plaintiff has fairly and adequately protected the interests of the Class Members; (e) a class
26 action is superior to other available methods for an efficient adjudication of this controversy; and
27 (f) the counsel of record for Plaintiff, i.e., Class Counsel, is qualified to serve as counsel for
28 Plaintiff in his individual and representative capacity and for the Class.

1 5. The Class is defined and certified, for settlement purposes only, all current and
2 former non-exempt employees of Defendant McKesson Medical-Surgical, Inc. (“Defendant”) in
3 the State of California who hold/held delivery driver positions from April 3, 2016 to January 27,
4 2023 (the “Class Period”). All Class Members who did not timely opt-out are bound by the terms
5 of the Settlement Agreement, and release all of their claims as defined in the Settlement
6 Agreement.

7 6. Solely for purposes of effectuating this settlement, this Court has certified a class of
8 all Members of the Settlement Class, as those terms are defined in and by the terms of the
9 Settlement, and the Court deems this definition sufficient for purposes of California Rules of
10 Court 3.765(a) and 3.771.

11 7. The Court finds that the dissemination of the Notice of Class Action and PAGA
12 Settlement, as provided for in the Preliminary Approval Order, constituted the best notice
13 practicable under the circumstances to all persons within the definition of the Class, and fully met
14 the requirements of California law and due process under the United States Constitution. Based
15 on evidence and other material submitted in conjunction with the Final Approval Hearing, the
16 Court finds that the actual notice to the class was adequate.

17 8. The Court finds in favor of Settlement approval.

18 9. The Court has considered all relevant factors for determining the fairness of the
19 Settlement Agreement and has concluded that all such factors weigh in favor of granting final
20 approval. In particular, the Court finds that the Settlement Agreement was reached following
21 meaningful investigation and informal discovery conducted by Class Counsel; that the Settlement
22 Agreement is the result of informed, adversarial, and arm’s-length negotiations between the
23 Parties; and that the terms of the Settlement Agreement are in all respects fair, adequate, and
24 reasonable. In so finding, the Court has considered all of the evidence presented, including
25 evidence regarding the strength of the Plaintiff’s case; the risk, expense, and complexity of the
26 claims presented; the likely duration of further litigation; the amount offered in the Settlement
27 Agreement; the extent of investigation and discovery completed; and the experience and views of
28 Class Counsel. Accordingly, the Court **FINALLY APPROVES** of the terms and conditions

1 contained in the Settlement as to the Participating Class Members and the Aggrieved Employees.
2 The Court finds that the Settlement is, in all respects, fair, reasonable, adequate, and in the best
3 interests of the Participating Class Members and Aggrieved Employees and hereby directs
4 implementation of all remaining terms, conditions, and provisions of the Settlement Agreement.

5 10. All Released Class Claims are released by all Participating Class Members upon
6 the Effective Date (contingent upon Defendant's funding in accordance with the Settlement). As
7 set forth in the Supplemental Declaration of Nathalie Hernandez of Class Administrator ILYM
8 Group, Inc., none of the Class Members have requested exclusion from the Settlement.

9 11. All Released PAGA Claims are released by all PAGA Employees upon the
10 Funding Date (contingent upon Defendant's funding in accordance with the Settlement).

11 12. Upon the Effective Dates (contingent upon Defendant's funding in accordance with
12 the Settlement), in addition to the claims being released by all Participating Class Members and
13 Aggrieved Employees, Plaintiff Kevin Harris, will release and forever discharge the Released
14 Parties, to the fullest extent permitted by law, of and from any and all claims, known and
15 unknown, asserted and not asserted, which Plaintiff has or may have against the Released Parties
16 as of the date of execution of this Settlement Agreement..

17 13. The Court approves the calculation and allocation of the Individual Settlement
18 Payments from the Net Settlement Amount, which shall be distributed to Participating Class
19 Members and Aggrieved Employees in accordance with the formulas set forth in the Settlement.

20 14. Defendant is ordered to make all payments in accordance with the terms of the
21 Settlement Agreement through the Settlement Administrator. Defendant is directed to deposit into
22 a Qualified Settlement Account established by the Settlement Administrator a Gross Settlement
23 Amount in the sum of \$925,000.00 and the employer side taxes within fourteen (14) calendar days
24 of the Effective Date ("Funding Date").

25 15. The Court approves the following payments from the Gross Settlement Amount of
26 \$925,000.00: (a) the Individual Settlement Payments to Participating Class Members and PAGA
27 Employees; (b) to Class Counsel attorneys' fees in the amount of \$308,333.33 and actual costs in
28 the amount of \$31,365.04; (c) A Class Representative Service Payment of \$10,000.00 to Plaintiff

1 Kevin Harris; (d) the sum of \$48,562.50 to be paid to the California Labor and Workforce
2 Development Agency for its share of the PAGA Penalties (which represents the LWDA's 75%
3 share of the \$64,750 in PAGA Penalties paid); and (e) \$12,000 to the Settlement Administrator,
4 ILYM Group, Inc., for its fees and costs relating to the settlement administration process. The
5 Court finds that these amounts are fair and reasonable.

6 16. Such sums must be paid to Participating Class Members and PAGA Employees, the
7 LWDA, Plaintiff, and Class Counsel no later than fourteen (14) calendar days after the Funding
8 Date. The payment to Class Counsel and the Class Representative Service Payment shall not
9 precede disbursement of Individual Class Payments and Individual PAGA Payments.

10 17. Individual Settlement Payment checks shall be negotiable for 180 days from the
11 date of issuance. Funds represented by Individual Settlement Payment checks returned as
12 undeliverable and checks remaining un-cashed for more than one-hundred and eighty (180)
13 calendar days after issuance shall be tendered to the California Controller's Office, Unclaimed
14 Property Division.

15 18. Class Counsel and the Settlement Administrator shall submit a summary
16 accounting of the net settlement fund identifying distributions made as ordered herein, the number
17 and value of any uncashed checks, amounts remitted to Defendants, the status of any unresolved
18 issues, and any other matters appropriate to bring to the Court's attention by [REDACTED], 2024.

19 19. The Court sets a compliance hearing for [REDACTED], 2024 at [REDACTED] p.m.
20 Counsel may appear at the compliance hearing remotely.

21 20. The Court finds that there is no reason for delay and directs the Clerk to enter
22 judgment in accordance with the terms of this Final Approval Order as of the date of this order. By
23 operation of the entry of this Final Approval Order, the Parties and the Participating Class
24 Members are ordered to perform their respective duties and obligations under the Settlement
25 Agreement.

26 21. Plaintiff is to give notice to all Class Members of this Final Approval Order and
27 Judgment in accordance with California Rule of Court 3.771(b) by filing a Notice of Entry of
28 Judgment of this Final Approval Order and Judgment with the Court.

1 22. Within 10 days of entry of this Final Approval Order and Judgment, Plaintiff shall
2 provide a copy of this Final Approval Order and Judgment to the LWDA, pursuant to Labor Code
3 Section 2699, subdivisions (l), (3), & (4).

4 23. Pursuant to the Parties' request, California Code of Civil Procedure section 664.6,
5 and California Rule of Court 3.769(h), the Court retains jurisdiction over this action and the
6 Parties until final performance of the Settlement Agreement.

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8 **IT IS SO ORDERED AND JUDGMENT IS ENTERED.**

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11 DATED: _____

Honorable Garen Horst
Judge of the Superior Court