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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 JAMES R. HAWKINS
IN SUPPORT OF PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT, AND
MOTION FOR FEES AND COSTS**

Date: June 27, 2024

Time: 8:30 a.m.

Complaint Filed: April 3, 2020

Trial Date: None Set

1 I, James R. Hawkins, declare as follows:

2 1. I am an individual over the age of 18. I am a partner at the Law Firm of James
3 Hawkins, APLC. I am one of the attorneys of record for Plaintiff Kevin Harris (“Plaintiff” or
4 “Class Representatives”), who filed this Class and Representative Action on behalf of himself and
5 all current and former non-exempt employees of Defendant McKesson Medical-Surgical, Inc.
6 (“Defendant”) in the State of California who hold/held delivery driver positions from April 3,
7 2016 to January 27, 2023 (the “Class Period”). I have personal knowledge of the facts set forth
8 below, and if called to testify regarding them, I could and would do so competently.

9 2. I submit this Declaration in support of Plaintiff’s Motion for Final Approval of the
10 Class Action and PAGA Settlement, and Motion for Fees and Costs, which are filed concurrently
11 herewith, along with supporting Memoranda of Points and Authorities.

12 3. Attached hereto as **Exhibit 1** is a true and correct copy of the executed and
13 preliminarily-approved Joint Stipulation of Class Action and PAGA Settlement entered by the
14 parties, including exhibits thereto, for which the parties ask the Court to grant final approval (the
15 “Settlement”).

16 4. For the Court’s ease in review, attached hereto as **Exhibit 2** is a true and correct
17 copy of the Declaration that I submitted in connection with the Motion for Preliminary Approval
18 of the Settlement in this case (the exhibits have been omitted).

19 5. Defendant does not oppose the Motion for Final Approval.

20 **THE COURT GRANTED PRELIMINARY APPROVAL OF**

21 **THE CLASS ACTION SETTLEMENT**

22 6. On November 9, 2023 Plaintiff filed a Motion for Preliminary Approval of Class
23 Action and PAGA Settlement. The Court issued an Order on January 2, 2024 granting
24 preliminary approval of the Class Action and PAGA Settlement, approval of the class notice, and
25 conditional certification of the Class.

26 7. For the Court’s ease in review, attached hereto as **Exhibit 3** is a true and correct
27 copy of the Court’s Order granting the Motion for Preliminary Approval of the Settlement.

28 8. Additionally, the Court further preliminarily approved the formulas provided in the

1 Settlement Agreement for calculating individual settlement payments to the Class Members using
2 a shift based calculation.

3 9. The Court also appointed ILYM Group, Inc. as the settlement administrator. Since
4 then, ILYM has worked diligently with Class Counsel and counsel for Defendant to efficiently
5 administer the Settlement.

6 **THE SETTLEMENT ADMINISTRATOR HAS CARRIED OUT**

7 **THE NOTICE PROCEDURES**

8 10. The Parties and the Settlement Administrator successfully delivered notice of the
9 Settlement and the Court's Preliminary Approval Order to the Class. As detailed in the
10 Declaration of Nathalie Hernandez on behalf of ILYM Group, Inc. ("Hernandez Decl."), Notice
11 Packets were mailed to the 258 individuals included on the Class List. Ultimately, four notices
12 remained undeliverable (i.e., Class Notices that were returned undeliverable with no updated
13 address from the skip trace and/or were returned undeliverable a second time).

14 11. Class Members were mailed notice of the Settlement and were not required to
15 submit a claims form for their share of the Net Settlement Amount. The Notice included (a)
16 information regarding the nature of the Action; (b) a summary of the Settlement's principal terms;
17 (c) the Settlement Class definition; (d) the formula for calculating Individual Settlement
18 Payments for Class Members; (e) the date which comprise the Class Period; (f) instructions on
19 how to dispute the amount owed under the distribution formula, opt out of the settlement or
20 submit an objection; (g) the deadlines by which the Class Member must postmark his or her opt-
21 out or objection; (h) the claims to be released; and (i) an estimate of each Class Member's
22 Individual Settlement Payment.

23 12. As per the settlement terms and preliminary order, the Notice was sent to the
24 mailing address for the Class Members in Defendant's records on January 16, 2024 (Id. ¶ 7). The
25 Administrator conducted a skip trace to obtain a new address for Notice packets that were
26 returned undeliverable with no forwarding address provided, in accordance with the terms of the
27 Settlement. (Id. ¶ 8).

1 13. Class Members were given 45 days after the date the Settlement Administrator
2 initially mailed the Class Notice to object to the Settlement in writing. Any objecting Class
3 Members had to notify the Settlement Administrator of his or her intent to object by following the
4 procedure set forth in the Notice of Settlement within 45 calendar days of mailing. For Class
5 Members whose notice was remailed, the final date for objecting shall be extended by an
6 additional 10 days (Settlement § C.5). Failure to strictly comply with this deadline forever bars a
7 Class Member from objecting to the Settlement. A Class Member who objects to the Settlement
8 will still be considered a Participating Class Member who is subject to the Settlement. (Id.).

9 14. Class Members had 45 days after the date the Settlement Administrator initially
10 mailed the Class Notice to dispute the number of workweeks that they are credited. (Id.). If a
11 Class Member disagreed with the number of Workweeks as stated in his or her Class Notice, he
12 or she could dispute that figure by informing the Settlement Administrator of the number of
13 Workweeks in dispute and submitting supporting documentation (such as, without limitation,
14 payroll or timekeeping records, and paycheck stubs) within 45 days of the initial mailing. Class
15 Members to whom the Class Notice was remailed will have an additional 10 days to dispute the
16 number of workweeks. In the event of any dispute, the Settlement Administrator shall review the
17 Workweeks disputed and supporting documentation and decide based upon the submitted
18 documentation as to the validity of the Class Member's claim. The Settlement Administrator shall
19 also notify Defendant and Class Counsel and request further information as needed. (Id.).

20 15. Class Members had 45 days after the date the Settlement Administrator initially
21 mailed the Notice to request exclusion from the Class. Any Class Member who wished to be
22 excluded from the Settlement had to submit a timely and valid Request for Exclusion to the
23 Settlement Administrator that clearly expressed such desire and is signed by such Class Member.
24 (Id.). Any such statement was required to contain the case name, as well as the Class Member's
25 full name, address, telephone number, last four (4) digits of his or her Social Security number,
26 and signature, and a clear statement indicating that he or she sought to exclude him or herself
27 from the Settlement. Class Members who did not opt out by submitting valid and timely Requests
28 for Exclusion were deemed to be Participating Class Members and are bound by the Settlement

1 and the Judgment entered based thereon. Class Members who Opted Out by submitting valid and
2 timely Requests for Exclusion are not bound by the Settlement, and are not entitled to any
3 benefits thereunder, or to make any objection to the Settlement. (Settlement § C.5). If a Class
4 Member submitted both a Request for Exclusion and an objection to the Settlement, the Request
5 for Exclusion was accepted, and the objection was disregarded. (Id.).

6 16. As of the date of this declaration, no Class Members have requested to be excluded
7 from the settlement, and no Class Members have objected to the settlement. (Hernandez Decl. ¶¶
8 11-13).

9 17. If a Class Member's check is not cashed within 180 days, the check will be void
10 and a stop payment order may be placed on the check. In such event, the Settlement nevertheless
11 will be binding upon the Settlement Class Member. Uncashed checks will be tendered to the
12 California Controller's Office, Unclaimed Property Division. (Settlement § D.7).

13 18. The Parties selected ILYM Group, Inc. as the Settlement Administrator. The
14 Settlement Administrator's duties include: preparing and distributing the Notice of Settlement,
15 calculating and directing the disbursement of payments to Settlement Class Member, Class
16 Counsel, the Class Representatives and the LWDA; calculating and timely paying any and all
17 payroll taxes from the wages portion of the Net Settlement Amount to the appropriate tax
18 authorities, as required under this Agreement and applicable law; handling inquiries about the
19 calculation of individual settlement payments; preparing and filing any tax returns and
20 information returns and any other filings required by any governmental taxing authority or other
21 governmental agency; providing weekly status reports to the Parties' counsel; advising Defendant
22 and Class Counsel of any Class Members who submit objections and/or requests for exclusions
23 from the Settlement; providing a due diligence declaration for submission to the Court prior to the
24 final approval hearing; printing and providing Settlement Class Members and Plaintiff with W-2
25 and 1099 forms as required under this Agreement and applicable law; arranging for and remitting
26 funds from any uncashed settlement payment to the California Controller's Office Unclaimed
27 Property Division; sending reminder postcards to Class Members, and for such other tasks as the
28 Parties mutually agree or the Court orders the Settlement Administrator to perform. The

1 Settlement Administrator shall establish a settlement payment center address, telephone number,
2 facsimile number, and email address to receive Class Members' inquiries about the Notice of
3 Settlement, requests to be excluded from the Settlement and settlement payments. (Id. § C.4).

4 19. Class Counsel and Plaintiff do not have any financial interest in the Settlement
5 Administrator or otherwise have a relationship with the Settlement Administrator that could
6 create a conflict of interest, and believe that the amount of \$12,000.00 requested for ILYM Group
7 for their settlement administration services is appropriate. (Id.).

8 20. After Final Approval of the Settlement, Defendant shall make a one-time deposit
9 of the Gross Settlement Amount and Employer Taxes to the Escrow Account no later than
10 fourteen (14) calendar days after the Effective Date (Id. § D.10). "Effective Date" shall mean the
11 date this Settlement is approved as provided herein and the Court's order granting Final Approval
12 and entry of Judgment becomes final and is no longer appealable. For purposes of this Settlement,
13 "becomes final and is no longer appealable" shall mean the later of: (a) the day after the last date
14 by which a notice of appeal to the applicable Court of Appeal of the order and judgment
15 approving this Settlement may be timely filed and none is filed (i.e., 61 days from notice of entry
16 of judgment); (b) if an appeal is filed, and the appeal is finally disposed of by ruling, dismissal,
17 denial, or in a any other manner that confirms the validity of the order and judgment, the day after
18 the last date for filing a request for further review of the order and judgment approving this
19 Settlement passes, and no further review is requested; or (c) if an appeal is filed and the order
20 approving this Settlement is affirmed and further review of the order is requested, the day after
21 the review is finally resolved and the order and judgment approving this Settlement is affirmed.
22 (Id. § A).

23 21. No later than fourteen (14) calendar days after the deposit of the entire Gross
24 Settlement Amount with the Settlement Administrator, the Settlement Administrator, according to
25 the terms and procedures of the Agreement, shall pay issue payments to (i) Participating Class
26 Members and PAGA Employees; (ii) the LWDA; (iii) Plaintiff; and (iv) Class Counsel.
27 (Settlement § D.10).

28 **THE SETTLEMENT IS FAIR, REASONABLE AND ADEQUATE**

1 22. The Parties entered into the Settlement Agreement only after conducting extensive
2 investigation of the relevant facts and applicable law throughout the Action, and the potential
3 defenses, and damages claims by Plaintiff on behalf of herself and the Class.

4 23. Plaintiff's counsel's investigation included research and interviews, the exchange
5 of information and documents (including pertinent financial information), conferences with
6 defense counsel, and informal discovery. It also included preparing for and attending two full day
7 mediation sessions with wage-and-hour class action mediator, Judge Ronald M. Sabraw (Ret.),
8 and assessing the evidence with an eye towards class certification. Prior to the second mediation
9 in this action, Defendant settled a related action entitled *Torrez v. McKesson Medical-Surgical,*
10 *Inc.*, San Bernardino Case No. CIVDS1917976. The *Torrez* action released claims for
11 Defendant's alleged failure to provide complete and accurate wage statements to individuals who
12 received an incentive payment under Defendant's incentive payment plan, and statutory penalties
13 for the forgoing violations and unfair competition. The Parties reached a settlement failed to reach
14 a settlement at mediation, however following the issuance of a mediator's proposal on December
15 19, 2022, the Parties entered into a memorandum of understanding, and thereafter drafted and
16 executed a long-form settlement agreement on August 23, 2023, for which they now seek
17 approval. The Parties engaged in a significant amount of research, investigation, and information
18 exchange prior to mediation. Informal discovery and information exchange included the
19 production of class size information, Plaintiff's employment files (including time records and
20 wage statements), Defendant's handbooks and policies, Plaintiff's employment application,
21 applicable job description, other policy and procedure documentation, timekeeping information,
22 pertinent financial information, Class Members' pay records, and other relevant documentation.
23 Defendant produced substantial class information, and pay records for the class. The Parties
24 conducted their own evaluations of the potential recoveries based on the claims alleged in the
25 Action. The Parties then shared damages information with the mediator and each other for
26 purposes of reaching a settlement. The Parties also engaged in numerous discussions regarding
27 the data exchanged, the Parties' respective claims and defenses, and the Plaintiff's claimed
28 damages.

1 24. We also conducted a thorough investigation into the factual and legal issues
2 implicated by Plaintiff's claims and were able to objectively assess the settlement's
3 reasonableness. By engaging in such a thorough investigation and evaluation of Plaintiff's claims,
4 I can opine that the Settlement, for the consideration and on the terms set forth in the Settlement
5 Agreement, is fair, reasonable, an adequate, and is in the best interests of Class Members in light
6 of all known facts and circumstances, including the risk of significant delay and uncertainty
7 associated with litigation, and various defenses asserted by Defendant.

8 25. Indeed, based on my experience, I believe that the proposed Settlement is fair,
9 reasonable and adequate and represents a great result for the Class Members. As detailed in my
10 Declaration in Support of Preliminary Approval, attached as **Exhibit 2**, although Plaintiff and
11 Class Counsel compromised to achieve the Settlement, the compromise is extremely fair,
12 reasonable and adequate when compared to the realistic value of the class claims and considering
13 the substantial risks involved in pursuing further litigation including financial considerations and
14 the possibility of appeals by either party that would serve to increase the amount of time in which
15 Class Members could possibly see some benefits.

16 26. Class Counsel and Plaintiff understand the uncertain and risky nature of the class
17 certification process as well as the potential merits of both legal and factual defenses expected to
18 be raised by Defendant. They also understand the Court's discretion in any litigation under the
19 PAGA to reduce penalties. Based upon the uncertainty associated with Defendant's asserted
20 defenses, the risk in certifying a class, the possibility of Defendant prevailing on potentially
21 dispositive motions, and a potential trial, Class Counsel and the Plaintiff believe the \$925,000.00
22 Gross Settlement Amount to settle all Claims pending in the Action is fair, reasonable, and
23 adequate under the circumstances and will provide Settlement Class Members meaningful
24 compensatory relief without any reversion to Defendant. The Settlement affords the Class
25 Members prompt and substantial relief, while avoiding significant legal and factual obstacles that
26 otherwise may have prevented the Class Members from obtaining any recovery at all. Indeed, the
27 outcome of class certification, trial, and any attendant appeals, as well as ultimate collectability in
28 the current economic climate, is inherently uncertain. Throughout this litigation and the

1 settlement process, Defendant has denied and continues to deny any liability or wrongdoing of
2 any kind associated with Plaintiff's claims alleged in the Action. Defendant has also produced
3 substantial evidence to support its defenses, such that recovery is uncertain.

4 27. While Plaintiff believes in the strength of his allegations, there is no certainty he
5 could prove sufficient systematic violations at Defendant's hands to certify the Class. Though the
6 Settlement has been reached, Defendant steadfastly contends that it complied at all times with the
7 California Labor Code and the applicable IWC Wage Orders. Defendant denied and continues to
8 deny any and all liability or wrongdoing of any sort with regard to the claims and maintain that
9 for any purpose other than a settlement, this Action is not appropriate for class action treatment.

10 28. Indeed, there is a significant chance that continued litigation could result in the
11 Class obtaining no recovery at all. Defendant has strong defenses to Plaintiff's claims. Further,
12 Defendant had strong arguments on Plaintiff's position regarding class certification based on
13 current law. A more detailed summary of Plaintiff's claims and Defendant's defenses is provided
14 in my Declaration in Support of Preliminary Approval, paragraphs 6-11, attached herein as
15 **Exhibit 2**. In addition to the substantial risks and uncertainty inherent in continued litigation,
16 Plaintiff and Defendant face the *certainty* that further litigation—potentially through trial and
17 appeals—would be expensive and time consuming. Therefore, the proposed Settlement is both
18 fair and reasonable in light of Defendant's asserted legal and factual grounds for defending
19 against the putative class claims and the risks of not obtaining and/or maintaining class
20 certification through the trial of the action and after any appeals.

21 29. Ultimately, we determined an appropriate range of recovery for settlement
22 purposes by offsetting Defendants' maximum theoretical liability by: (i) the strength of the
23 defenses to the merits of Plaintiff's claims; (ii) the risk of class certification being denied; (iii) the
24 risk of losing on any of a number of dispositive motions that could have been brought between
25 certification and trial (e.g., motions to decertify the class, motions for summary judgment, and/or
26 motions in limine) that might have eliminated all or some of Plaintiff's claims, or barred
27 evidence/testimony in support of the claims; (iv) the risk of losing at trial; (v) the chances of a
28

1 favorable verdict being reversed on appeal; and (vi) the difficulties attendant to collecting on a
2 judgment.

3 30. Plaintiff estimated that Defendants' realistic exposure is approximately
4 \$3,067,445.31 including PAGA penalties. We respectfully submit that a settlement amounting to
5 \$925,000.00 is approximately 30.2% of the maximum realistic exposure, which is fair and
6 reasonable in view of the odds of: (i) overcoming Defendant's arguments and evidence to
7 Plaintiff's claims; (ii) the obstacles inherent in satisfying the requirements to certify a class and
8 satisfy manageability requirements; (iii) the challenges of proving the elements of each cause of
9 action; (iv) the derivative nature of many of the claims; (v) the expenses of further litigation; and
10 (vi) the recovery rate, even if Plaintiff were to prevail, after years of continued and costly
11 litigation.

12 31. Given the amount of work and effort by the Class Representative and Class
13 Counsel to achieve a great result, the Class Representative Service Payment in the amount of
14 \$10,000 to Plaintiff Kevin Harris, the attorneys' fees of \$308,333.33, and costs of \$31,365.04 are
15 fair, reasonable and adequate. The specific amounts for the Class Representative Service Payment
16 and attorneys' fees were disclosed clearly in the Class Notice provided to the Class Members, and
17 none of the Class Members objected to these terms. Although the Court preliminarily approved,
18 and notice was provided for, costs in the amount of \$20,000, Class Counsel respectfully requests
19 an award of actual costs incurred of \$31,365.04.

20 **THE CLASS REPRESENTATIVE SERVICE PAYMENT**

21 **IS JUSTIFIED**

22 32. Under the terms of the Settlement Agreement, the Class Representative seeks a
23 service payment in the amount of \$10,000 to Plaintiff Kevin Harris for his service in filing and
24 prosecuting this class and PAGA action on behalf of the Class and Aggrieved Employees.

25 33. I strongly support the service awards to the Class Representative and Defendant
26 does not oppose the amount requested. Such an amount was reached as the product of arm's length
27 negotiations. Thus, I believe that the requested service payment to Plaintiff is justified, fair and
28 warranted. Plaintiff's assistance to Class Counsel and services to the Class have been invaluable.

(See generally, Declarations of Kevin Harris in Support of Preliminary and Final Approval).

34. By coming forward and pursuing this class action lawsuit that in this information age can easily be discovered by prospective employers, the Plaintiff has placed the interest of the Class above his own. Additionally, Plaintiff made the decision from the very beginning of the litigation to protect the interest of the Class by not wavering from his decision to prosecute and settle the claims on behalf of class members for a settlement that was in the best interests of the Class. I do not believe that Plaintiff has any interests that are adverse or antagonistic to the Class Members' interests.

35. The Class Representative was a crucial participant in the prosecution of this litigation. Plaintiff worked closely with me and my firm in all aspects of the litigation in this case. He provided an extraordinary amount of factual information necessary for the prosecution and settlement of the class claims. This information proved invaluable in our settlement discussions. Plaintiff spent a significant amount of time searching for and producing documents in the case, and reviewing and interpreting the voluminous documents produced by Defendant. Plaintiff actively participated in this litigation during all stages, being available during mediation for negotiation of the Settlement, the settlement approval process.

36. Plaintiff also agreed to enter into a broader release of claims against Defendant as opposed to the narrowly drafted release for the other Class Members. There is additional value associated with their general release of claims.

37. Plaintiff took on significant risks, including the potential that the lawsuit may affect their ability to obtain future employment as well as the risk of paying an award of costs to Defendant if they were not successful in litigating their claims.

38. I understand that the average estimated payment to Class Members is \$1,932.37 and the highest estimated payment is \$4,385.58.

39. I also understand that Plaintiff will receive payments according to the same formula as the other Class Members and Aggrieved Employees. Therefore, Plaintiff's individual payments alone will not compensate them for the significant risk and efforts in obtaining a settlement that will yield thousands of payments of hundreds of dollars each to the Class Members and Aggrieved

1 Employees.

2 40. Plaintiff has been an exceptional Class Representative and the Class and Aggrieved
3 Employees have benefited immensely from his services. The service payment is reasonable in light
4 of the time and effort Plaintiff has spent on this litigation over the past two years and the excellent
5 result he obtained on behalf of the Class. Thus, I submit the enhancement awards to Plaintiff are
6 appropriate and justified as part of the overall Settlement and warrant final approval.

7 **THE ATTORNEYS' FEES AND LITIGATION COSTS CLASS COUNSEL SEEK**
8 **ARE REASONABLE, FAIR AND ADEQUATE**

9 41. In accordance with the terms of the Settlement Agreement, Class Counsel seeks an
10 award of attorneys' fees in the amount of \$308,333.33 (one-third of the Gross Settlement Amount)
11 and reimbursement for actual and necessary costs of \$31,365.04. Defendant does not oppose these
12 amounts.

13 42. The attorney's fees and costs requests are respectfully believed to be reasonable. My firm
14 and the other firms that have represented Plaintiff in this matter have borne the entire risk and
15 cost of this litigation on a pure contingency basis. The legal issues raised in this case were
16 complex and drew significantly upon the experience of Class Counsel. The proposed attorneys'
17 fees accurately reflect the legal marketplace and are within the range of customarily approved
18 fees by California courts.

19 43. Despite the complexity of the case, Class Counsel has, through our investment of
20 substantial effort and resources, secured an outstanding settlement on behalf of the Class
21 Members. The issues and arguments Class Counsel has encountered and overcome in arriving at
22 the parties' negotiated settlement terms were also many and complex and required skillful
23 advocacy that can arise only out of experience, professional perspective, and success. Plaintiff
24 would have faced substantial legal and factual obstacles in demonstrating that Class certification
25 was appropriate and that she would prevail on the merits in light of Defendant's asserted
26 defenses. Still, Class Counsel has negotiated a substantial settlement on behalf of the Class for
27 such claims. Plaintiff would have also been required to establish a significant amount of witness
28 testimony, and other evidence in order to evaluate and present arguments at both class

1 certification and trial. Defendant has vigorously challenged the claims pled in the operative
2 complaint, contest liability, the amount of claimed damages, the propriety of the Class
3 Certification, and would have continued to do so through trial. Accordingly, Class Counsel
4 believe the Settlement to be fair, reasonable, and adequate and that it is in the best interest of the
5 Class Members. The fairness and adequacy of the Settlement is confirmed by all known facts and
6 circumstances, including the risk of significant delay and uncertainty associated with litigation,
7 the various defenses asserted by Defendant, and numerous potential appellate issues. Defendant
8 and Defendant's Counsel also agree that the settlement is fair, reasonable, and adequate.

9 44. Plaintiff and Class Counsel respectfully submit the fees and costs provision of the
10 Settlement is fair and reasonable both when cross-checked under the lodestar and common fund
11 method. The total billable hours that I and my firm have invested and will invest in prosecuting
12 this action, should the settlement be approved by this honorable Court, is substantial. Our fees
13 and costs request is fair and reasonable because we have expended substantial time and effort in
14 achieving the proposed Settlement.

15 45. I am the founding partner at James Hawkins, APLC and have devoted approximately
16 123.7 hours in prosecuting this case on behalf of Plaintiff and the Class. In 1993, I graduated
17 from the University of California, Los Angeles with a Bachelor of Arts Degree. Following
18 graduation, I attended Whittier Law School. In 1996, while a full-time law student, I was also a
19 full-time Judicial Extern for the Honorable Consuelo B. Marshall, United States District Court,
20 Central District. After approximately five months of service for Judge Marshall, I became a full-
21 time extern for the United States Attorney's Office, Central District of California. My externship
22 lasted for approximately five months. Thereafter, in 1997, I graduated from Whittier Law
23 School. The same year, I was admitted to practice law in the State of California. Since its
24 inception, this law firm has been exclusively involved in class action and complex litigation. In
25 2009, I opened an additional office in Miami, Florida, prosecuting wage and hour class actions.
26 Since 2002, I have been lead counsel or co-lead counsel in hundreds of wage and hour class
27 actions. The following is a summary of my tasks and activities in prosecuting this matter: review
28 client intake; research and investigation regarding claims; client interviews; review documents

provided by client; conferences regarding claims and causes of action; draft and review class action complaint and PAGA notice; reviewing the PAGA complaint; conferences related to litigation and discovery plan; correspondence with counsel in related actions; conferences with counsel in related actions; conferences with witnesses; memos and notes regarding interviews and claims; due diligence; conferences with co-counsel re strategy; correspondence and preparation for Rule 26 report and conference, review discovery requests, reviewing documents to prepare for mediation; preparation and strategy regarding litigation of the action; preparation and strategy regarding the mediation; preparing damages models and consulting with experts; prepare for and attend mediations; conference regarding MOU, conference regarding settlement agreement; review and revise pleadings and declarations in support of preliminary and final approval; consulting regarding client inquiries; conferences and correspondence regarding the action. My hourly rate is \$1,050.00 per hour. The number of hours I have expended for work performed and the corresponding attorney's fees of \$129,885 are reasonable and necessary.

46. Christina Lucio is Of Counsel to James Hawkins, APLC and has been the lead day to day attorney on this case. She has devoted in excess of 168.4 hours in prosecuting the Action. Such hours were reasonable and necessary. Ms. Lucio has 16 years of experience and primarily handled the day-to-day litigation of this matter during the action. Ms. Lucio graduated from the University of California, Riverside in 2003 and received her law degree from the University of Southern California in 2007. She has been a member of the State Bar of California since 2007. Her practice focuses primarily on employment law including wrongful termination, discrimination, retaliation, wage and hour violations (individual and class action), and sexual harassment claims. In recent years, a substantial part of her practice has been focused on class actions, including wage and hour litigation. The following is a summary of Ms. Lucio's tasks and activities in prosecuting this matter: conferences with clients regarding claims, review client documents, research regarding Defendant entities, draft rule 26 report and attend conference, draft *Belaire* notice, draft informal discovery statement and attend conference, preparing discovery plans, day to day correspondences, conferences with defense counsel, correspondence with client, correspondence with defense counsel, review defense document production, draft and revise

1 CMC statements, draft informal discovery list for mediation, conference regarding mediation
2 preparation, draft mediation brief, participate in mediations, strategizing regarding damages
3 model and research re theories, continued negotiations post-mediation with defense counsel and
4 mediator, work with prospective administrators for bids, correspondence regarding settlement,
5 multiple drafts and revisions regarding settlement agreement and notice documents, review and
6 revise preliminary approval motion and supplemental documents, review and revise related
7 documents, review and revise final approval motion and fee motion, draft relevant pleadings,
8 draft stipulations. Ms. Lucio's hourly rate is currently \$775 per hour. The number of hours Ms.
9 Lucio expended for work performed and the corresponding attorney's fees of \$130,510 are
10 reasonable and necessary.

11 47. Mitchell Murray is Of Counsel to James Hawkins, APLC. Mr. Murray is a 2007 graduate
12 of the University of California, San Diego and 2012 graduate of California Western School of
13 Law. He was admitted to the State Bar of California in 2012. He is a member of the Consumers
14 Attorneys of San Diego. He was selected as a "Rising Star" in 2019 by Super Lawyers Magazine.
15 Mr. Murray's legal experience has focused primarily on all areas of employment law. Since 2016,
16 he has focused his practice in the area of wage and hour class action. Mr. Murray has dedicated
17 3.8 hours in prosecuting this action on behalf of Plaintiff and the class. Such hours are reasonable
18 and necessary. The following is a summary of Mr. Murray's tasks and activities in prosecuting
19 this matter: review Court of Appeals decision regarding overtime calculations, conferences with
20 counsel in related cases, legal research regarding preemption and Department of transportation
21 policy, telephone calls with client, conferences regarding effect of preemption on claims. Mr.
22 Murray's hourly rate is \$725.00 per hour. The number of hours expended by Mr. Murray for work
23 performed and the corresponding attorney's fees of \$2,755 are reasonable and necessary.

24 48. Our associate attorneys have dedicated in excess of 107.9 hours in prosecuting this action
25 on behalf of Plaintiff and the class. Our associates' hourly rates are \$450.00 per hour. The
26 following is a summary of our associates' tasks and activities in prosecuting this matter: Draft
27 discovery requests, prepare initial disclosures, prepare informal discovery conference brief, draft
28 motion to intervene, draft joint status conference statements, review settlement agreement, draft

moving papers for preliminary and final approval motions, prepare CMC statements, attend status conferences, calls with client, prepare for and attend preliminary approval hearing, review administrator declaration and data, correspondence and conferences with co-counsel and defense counsel, correspondence with client, correspondence with the class administrator. The number of hours expended by our associates for work performed and the corresponding attorney's fees of \$48,555 are reasonable and necessary.

49. Our paralegals have dedicated over 72.1 hours in assisting with the prosecution of this case. Their hourly rate is \$200.00 per hour. The number of hours expended for work performed and the corresponding fees of \$14,420 are reasonable and necessary.

50. The lodestar for James Hawkins APLC is approximately \$326,125. I submit that the requested attorneys' fees of one-third the Maximum Settlement Amount that Class Counsel has obtained on behalf of the Class Members is fair and reasonable, as are the hourly rates at which our attorneys bill.

James Hawkins APLC Lodestar Summary				
Timekeeper	Years	Hours	Rate	Total
James Hawkins, Esq.	26	123.7	\$1050	\$129,885.00
Christina Lucio	16	168.4	\$775	\$130,510.00
Mitchell Murray	11	3.8	\$725	\$2,755.00
Associate Attorneys	2	107.9	\$450	\$48,555.00
Paralegal Staff		72.1	\$200	\$14,420.00
TOTAL				\$326,125.00

51. We respectfully submit that our hourly rates are reasonable in light of the hourly rates charged in the marketplace for comparable skill, years of experience and services. A true and correct copy of the 2021 Wolters Kluwer Real Rate Report, attached as **Exhibit 4**, and the Laffey Matrix, attached as **Exhibit 5**.

52. The total fees incurred by Class Counsel in this case to date amounts to a lodestar of approximately \$326,125.00, which is higher than the requested fee award. Thus, no multiplier is necessary to justify the requested fee reward, which underscores the reasonableness of Class Counsel's fee request.

53. The Settlement that Class Counsel has negotiated on behalf of the Class confronts very difficult and individualized issues which make certification and proof of merits challenging and

1 work intensive. I and our firm's attorneys and paralegals, along with co-counsel, have secured
2 this Settlement through persistent advocacy of the class claims, which has applied legal nuances
3 and negotiation techniques to achieve a very favorable result for the Class Members. Other
4 attorneys without our experience and comprehensive knowledge and perspective in connection
5 with complex employment litigation may not have been able to achieve such superior settlement
6 terms on behalf of the Class in the relatively brief time frame in which we negotiated this
7 settlement. I believe the requested amount of up to \$308,333.33 in attorneys' fees under the
8 Settlement is a reasonable allocation given the excellent result we have secured for the Class
9 Members. I, therefore, respectfully request the Court approve the allocated attorneys' fees under
10 the Parties' Settlement. Defendant and its counsel do not oppose the requested fee allocation.

11 54. In serving as Plaintiff's counsel and Class Counsel in this matter, my firm will also seek
12 reimbursement for the out-of-pocket costs of \$31,365.04. A summary of the costs incurred by our
13 firm to date in this action is attached herewith as **Exhibit 6**. Although the Court preliminarily
14 approved, and notice was provided for costs in the amount of \$20,000, Class Counsel respectfully
15 requests an award of actual costs incurred of 31,365.04. I believe that all of these fees and costs
16 are reasonable and necessarily incurred in litigating this matter and in pursuit of the settlement.

17 I declare under penalty of perjury under the laws of the State of California and the United
18 States of America that the foregoing is true and correct.

19
20 Executed on May ___, 2024 in Irvine, California

21 _____
22
23 James R. Hawkins, Esq.
24
25
26
27
28

EXHIBIT 1

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 on behalf of himself and all others similarly
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Attorneys for Defendant
 MCKESSON MEDICAL-SURGICAL INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF PLACER

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

Plaintiff,

v.

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

Defendant.

Case No. S-CV-0044686

[Consolidated with Case No. S-CV-0045007]

**JOINT STIPULATION OF CLASS
 ACTION AND PAGA SETTLEMENT**

1 IT IS HEREBY STIPULATED AND AGREED, between Plaintiff KEVIN HARRIS
2 (“Plaintiff” or “Harris”) and the Settlement Class (as defined below), on the one hand, and Defendant
3 MCKESSON MEDICAL-SURGICAL INC. (“Defendant” or “McKesson”) on the other, subject to
4 the approval of the Court, that the settlement of this action shall be effectuated upon and subject to the
5 following terms and conditions.

6 **A. DEFINITIONS**

7 As used in this Joint Stipulation of Settlement of Class Action (“Joint Stipulation”), the
8 following terms shall have the meanings specified below. To the extent terms or phrases used in this
9 Joint Stipulation are not specifically defined below, but are defined elsewhere in the Joint
10 Stipulation, they are incorporated by reference into this definition section.

11 “Action” or “Lawsuit” shall mean the above-entitled class and representative action, entitled
12 *Kevin Harris v. McKesson Medical-Surgical Inc.*, Placer County Superior Court, Case No. S-CV-
13 0045007.

14 “Joint Stipulation” or “Settlement” shall mean this Joint Stipulation, including any attached
15 exhibits.

16 “Class” shall mean “all current and former non-exempt employees of Defendant in the State
17 of California who hold/held delivery driver positions from April 3, 2016 to January 27, 2023 (“Class
18 Period”).

19 “Class Counsel” shall mean James Hawkins, Esq. and Christina Lucio, Esq., of James
20 Hawkins, APC, 9880 Research Drive, Suite 200, Irvine, CA 92618.

21 “Class Member,” “Settlement Class Member” or “Settlement Class” shall mean any person
22 who is a member of the Class or, if such person is incompetent or deceased, the person’s legal
23 guardian, executor, heir, or successor in interest.

24 “Class Notice” shall mean the Notice of Class Action Settlement, as set forth in the form of
25 **Exhibit 1** attached hereto, or as otherwise approved by the Court, which is to be mailed to Class
26 Members and PAGA Employees as part of the Notice Packet (defined below).

27 “Class Participant(s)” shall mean any and all Class Members except those who timely request
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1 exclusion (i.e., who elect to “opt out”) as provided herein.

2 “Class Period” is April 3, 2016 to January 27, 2023.

3 “Class Representative” and “Plaintiff” shall mean Plaintiff KEVIN HARRIS.

4 “Class Settlement” or “Settlement” shall mean the settlement embodied in this Joint
5 Stipulation, which is subject to Court approval.

6 “Complaint” shall mean the operative First Amended Complaint filed in the above-entitled
7 case consistent with this Settlement. Plaintiff will amend the Complaint further if required by the
8 Court to effectuate the released claims stated herein.

9 “Court” shall mean the Placer County Superior Court.

10 “Defendant” shall mean Defendant MCKESSON MEDICAL-SURGICAL INC.

11 “Defense Counsel” or “Counsel for Defendants” shall mean the law firm of Littler Mendelson,
12 P.C. located at 500 Capitol Mall, Suite 2000, Sacramento, CA 95814.

13 “Effective Date” shall mean the date this Settlement is approved as provided herein and the
14 Court’s order granting Final Approval and entry of Judgment becomes final and is no longer
15 appealable. For purposes of this Settlement, “becomes final and is no longer appealable” shall mean
16 the later of: (a) the day after the last date by which a notice of appeal to the applicable Court of Appeal
17 of the order and judgment approving this Settlement may be timely filed and none is filed (*i.e.*, 61
18 days from notice of entry of judgment); (b) if an appeal is filed, and the appeal is finally disposed of
19 by ruling, dismissal, denial, or in a any other manner that confirms the validity of the order and
20 judgment, the day after the last date for filing a request for further review of the order and judgment
21 approving this Settlement passes, and no further review is requested; or (c) if an appeal is filed and
22 the order approving this Settlement is affirmed and further review of the order is requested, the day
23 after the review is finally resolved and the order and judgment approving this Settlement is affirmed.

24 “Final Approval Date” shall mean the date upon which the Court enters an Order approving
25 the Class Settlement, after having determined that the Class Settlement is fair, adequate, and
26 reasonable to the Class as a whole, following: (i) notice to the Class; (ii) an opportunity to submit
27 timely exclusion or objections to the non-PAGA portion of the Settlement; and (iii) a hearing on the
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1 fairness of the terms of the Settlement.

2 “Final Approval Hearing” shall mean the final hearing held by the Court to ascertain the
3 fairness, reasonableness, and adequacy of the Class Settlement.

4 “Individual PAGA Payment” shall mean the pro-rata share of the PAGA penalties allocated
5 to the settlement of the PAGA Claims to which each PAGA Employee is entitled from the PAGA
6 Fund based on the number of pay periods they worked during the PAGA Period, as described in
7 Section D.5 below (PAGA Fund and Payment to Labor and Workforce Development Agency).

8 “Individual Class Settlement Payment” shall mean the amount to be distributed to any and
9 each Class Participant as described in Section D.6 below (Class Participant Distribution Formula).

10 “LWDA” means the California Labor and Workforce Development Agency.

11 “Net Settlement Amount” means the Total Settlement Amount less the Settlement
12 Administrator’s Expenses, the Class Representative’s Service Payment (up to \$10,000), the PAGA
13 Fund (up to \$64,750), and Class Counsel’s attorneys’ fees (not to exceed 1/3 of the Gross Settlement
14 Amount), and costs (up to \$35,000), subject to approval by the Court.

15 “Notice Packet” shall mean the Notice of Class Action Settlement and Opt-Out Form,
16 collectively, attached hereto as **Exhibits 1 and 2** respectively.

17 “Opt-Out(s)” shall mean any and all persons who timely and validly request exclusion from
18 the Settlement of the Released Class Claims in accordance with the terms of the Class Notice.
19 Notwithstanding the submission of a timely request for exclusion, PAGA Employees will still be
20 bound by the settlement and release of the Released PAGA Claims or remedies under the Judgment
21 pursuant to *Arias v. Superior Court*, 46 Cal. 4th 969 (2009). Requests for exclusion do not apply to
22 the Released PAGA Claims, and will not be effective to preclude the release of the Released PAGA
23 Claims.

24 “Opt-Out Form” or “Exclusion Form” shall mean a document that the Class Member is
25 required to mail to the Settlement Administrator, as set forth in the form of **Exhibit 2** attached
26 hereto, postmarked no later than the date indicated on the Class Notice, to exclude himself or herself
27 from the non-PAGA portion of the Settlement.

1 “Parties” shall mean the Class Representative and Defendants.

2 “PAGA” means the California Labor Code Private Attorneys General Act, California Labor
3 Code §§ 2698 *et seq.*

4 “PAGA Employees” shall mean all current and former non-exempt employees of Defendant
5 in the State of California who hold/held delivery driver positions from April 3, 2019 to January 27,
6 2023 (“PAGA Period”).

7 “PAGA Claims” shall mean all claims for penalties under the PAGA that were actually
8 alleged or that could have been alleged in the Action by Plaintiff in the operative Complaint or in the
9 LWDA letters, based on the allegations in the Complaint and the LWDA letters, from April 3, 2019
10 through March 31, 2023.

11 “PAGA Fund” means the gross amount of \$64,750 which the parties have allocated for PAGA
12 penalties for alleged Labor Code violations. Seventy-five percent of the PAGA Fund (i.e., \$48,562.50)
13 shall be paid to the LWDA, and the remaining twenty-five percent (i.e., \$16,187.50) shall be paid to
14 PAGA Employees.

15 “PAGA Period” means the period from April 3, 2019 through January 27, 2023.

16 “Participating Settlement Employees” means all Class Participants and PAGA Employees.

17 “Preliminary Approval” means the Court Order preliminarily approving this Joint
18 Stipulation, authorizing the mailing of the Notice Packet by the Settlement Administrator, and
19 setting the date of the Final Approval Hearing.

20 “Preliminary Approval Date” means the date upon which the Court preliminarily approves
21 this Settlement, pending notice, an opportunity to submit objections, and a fairness hearing thereon.

22 “Preliminary Approval Hearing” shall mean the hearing held on the motion for preliminary
23 approval of the Class Settlement.

24 “Released Class Claims” means any and all claims, rights, demands, liabilities, and causes of
25 action, whether known or unknown, arising from the same set of operative facts as those set forth in
26 the operative Complaint, or in Plaintiff’s LWDA letters, including those claims which could have
27 been asserted based on the facts alleged in the operative Complaint or LWDA letters, through the
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1 Release Period, including claims for: failure to provide rest periods; failure to pay minimum, regular,
2 and overtime wages; failure to timely pay wages during employment and/or upon termination;
3 improperly itemized wage statements; unreimbursed business expenses; unfair competition; and
4 violations of the California Labor Code Private Attorneys General Act, California Labor Code §§
5 2698 *et seq.*

6 “Released PAGA Claims” means all PAGA Claims that were actually alleged or could have
7 been alleged based upon the facts set forth in the operative Complaint or based upon the facts set
8 forth in the April 3, 2020 LWDA letter by the named Plaintiff on behalf of the State of California,
9 himself, and the PAGA Employees. The release of the Released PAGA Claims shall be effective
10 from April 3, 2019 to March 31, 2023.

11 “Released Parties” shall mean Defendant and any of its former and present parents,
12 subsidiaries, affiliates, insurers, insurance policies, and benefit plans; each of the former and present
13 officers, directors, employees, equity holders (partners, shareholders, holders of membership
14 interests, etc.), agents, representatives, administrators, fiduciaries, and attorneys of the entities
15 described in this sentence; and any other predecessors, successors, transferees, and assigns of each of
16 the persons and entities described in this sentence (“Released Parties”) through the Release Period.

17 “Release Period” means the period from April 3, 2016 through March 31, 2023.

18 “Service Payment” shall mean any additional monetary payment provided to the Class
19 Representative for his efforts on behalf of the Class.

20 “Settlement Administrator” shall mean the company known as ILYM Group, Inc., a
21 qualified, third-party settlement administrator which the Parties have agreed will be responsible for
22 administration of the Settlement and related matters.

23 “Settlement Administrator’s Expenses” means all costs and expenses relating to the
24 administration of the Settlement, including without limitation, address verification measures,
25 formatting, preparing, and mailing of Notice Packets, accounting for opt-outs and objections,
26 calculation and determination of payments to Participating Settlement Employees, accounting and
27 maintenance of Settlement Fund Account (defined below), posting the necessary information (i.e.,
28

1 regarding the judgment) on the administrator's website, preparation of a report to the Court
2 indicating the total amount that was actually paid to Participating Settlement Employees,
3 administration and payment of unclaimed and/or uncashed checks pursuant to California Code of
4 Civil Procedure § 384 and Federal Rule of Civil Procedure Rule 23(e), preparation and issuance of
5 checks to Class Counsel for attorneys' fees and costs, preparation and issuance of the checks to
6 Representative Plaintiff for his Service Payment, calculation and remitting of payroll taxes to the
7 appropriate federal and state tax authorities, and submission of all tax-related documents and any
8 other costs incidental to or associated with the claims administration of this Settlement, all pursuant
9 to the terms of this Settlement.

10 "Settlement Fund Account" shall mean the Qualified Settlement Fund, as defined by the
11 Internal Revenue Code, established pursuant to the terms of this Joint Stipulation from which all
12 monies payable under the terms of this Settlement shall be paid, as set forth herein.

13 "Settling Parties" shall mean the Class Representative, the Class, PAGA Employees, and
14 Defendant.

15 "Total Settlement Amount" or "Total Settlement Payment" shall mean the total amount that
16 Defendants will pay to resolve this Action, which is Nine Hundred Twenty-Five Thousand Dollars
17 (\$925,000.00) which includes the payments to the Class, the payments to the PAGA Employees, the
18 Settlement Administrator's Expenses, the Class Representative Service Payment, the payment to
19 Labor and Workforce Development Agency for PAGA penalties, and Class Counsel's attorneys'
20 fees and costs. In no event will Defendant be required to pay more than the Total Settlement
21 Amount as part of this Settlement.

22 **B. PRE-TRIAL PROCEEDINGS AND NEGOTIATIONS**

23 **1. Investigation, Discovery, and Research**

24 Class Counsel have conducted investigation, discovery, and research during the prosecution
25 of the Action. Such efforts included, among other things: (a) conducting a thorough pre-filing
26 investigation; (b) propounding a comprehensive set of written discovery requests; (c) inspecting and
27 analyzing data and documents produced by Defendant pertaining to Plaintiff and the putative class
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1 members and PAGA Employees; (d) interviewing putative class members and PAGA Employees;
2 (e) analyzing the legal arguments made by Defendant; (f) preparing an analysis of potential class-
3 wide damages/PAGA penalties and constructing a damages model; and (g) researching the
4 applicable law with respect to the claims asserted in this Action and the potential defenses thereto.
5 Thus, the Parties have engaged in sufficient investigation, discovery, and research to assess the
6 relative merits of the claims of the Class and PAGA Employees and of Defendant's defenses.

7 **2. Allegations of the Class/PAGA Employees and Benefits of Settlement**

8 The investigation and discovery conducted in this matter were adequate to give the Plaintiff
9 and Class Counsel a sound understanding of the merits of their position and to evaluate the worth of
10 the claims of the Class/PAGA Employees. This Settlement was reached after arm's-length
11 bargaining by the Parties with the assistance of an experienced mediator, Hon. Ronald Sabraw (ret.),
12 and after Class Counsel thoroughly reviewed all relevant evidence. The information obtained from
13 investigation and discovery as well as information exchanged for mediation was sufficient to assess
14 reliably the merits of the respective Parties' positions and to compromise the issues on a fair and
15 equitable basis.

16 Plaintiff and Class Counsel believe that the causes, allegations, and contentions asserted in
17 the Action have merit. However, they recognize and acknowledge the expense and delay of
18 continued lengthy proceedings necessary to prosecute the Action against Defendant through trial and
19 through appeals. Class Counsel have taken into account the uncertain outcome and the risk of any
20 litigation, the risk of continued litigation in complex actions such as this, as well as the difficulties
21 and delays inherent in such litigation, and the potential difficulty maintaining the Action as a class
22 action. Class Counsel are also mindful of the inherent problems of proof under, and possible
23 defenses to, the claims alleged in the Action. Class Counsel believe that the Settlement set forth in
24 this Joint Stipulation confers substantial benefits upon the Class, LWDA and PAGA Employees, and
25 that an independent review of this Joint Stipulation of Settlement by the Court in the approval
26 process will confirm this conclusion. Based on their own independent investigation and evaluation,
27 Class Counsel have determined that the Settlement set forth in the Settlement is in the best interest of
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the Class Representative the members of the Settlement Class, the State and PAGA Employees.

3. Defendant's Denial of Wrongdoing

Defendant has denied and continues to deny generally each and all of the claims and contentions alleged by the Plaintiff in the Action. Defendant has expressly denied and continues to deny all charges of wrongdoing or liability against them arising out of any of the conduct, statements, acts, or omissions alleged in the Action. Nonetheless, Defendant has concluded that the further litigation of the Action would be protracted and expensive and determined that it is desirable that the Action be fully and finally settled in the manner and upon the terms and conditions set forth in this Joint Stipulation in order to limit further expense, inconvenience, uncertainty, and distraction. This Settlement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Settlement is intended or will be construed as an admission of liability or wrongdoing by Defendant or the Released Parties. This Settlement and the fact that Parties were willing to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with effectuating the Settlement pursuant to this Settlement).

4. Intent of the Settlement

The Class Settlement set forth herein intends to achieve the following: (1) entry of an Order approving the terms of this Joint Stipulation and granting the monetary relief set forth herein to the Participating Settlement Employees; (2) entry of judgment; and (3) discharge of Released Parties from liability for any and all of the Released Class Claims and Released PAGA Claims.

C. PROCEDURAL ISSUES

1. Binding Settlement

This Settlement shall bind the Parties, all PAGA Employees as to the release of Released PAGA Claims, and all Class Participants as to Released Class Claims, subject to the terms and conditions herein and the Court's approval.

2. Preliminary Approval

Class Counsel will submit this Joint Stipulation to the Court along with the Motion for

1 Preliminary Approval of Class Action Settlement. Class Counsel will provide a draft of the Motion
2 to Defendant at least 3 business days in advance of filing for review and comment. In connection
3 with their filing of the Motion for Preliminary Approval, Plaintiff and Class Counsel shall notify the
4 LWDA of the existence of the Settlement.

5 **3. Qualified Stipulation to Class Certification**

6 The Parties stipulate to class certification for purposes of settlement only. Defendant
7 contends that the facts do not justify class certification under the governing legal standards. The
8 Court has not ruled on class certification in the underlying litigation. Consequently, a Settlement
9 Class will be established for purposes of administration and resolution of this matter only. It is not,
10 and it should not be construed as, any admission of fact or law in this matter or any other matter that
11 class certification is appropriate. If the Court does not grant either preliminary or final approval of
12 this Settlement, then the Parties will revert to their previous positions and Defendant will not
13 stipulate to class certification.

14 **4. Settlement Administrator**

15 Subject to Court approval, the third-party company known as ILYM Group, Inc. will act as
16 the Settlement Administrator. The Settlement Administrator will perform address verification
17 measures, formatting, preparing, translating and mailing of the Notice Packets; accounting for Opt-
18 Outs and objections; calculation and determination of payments to Participating Settlement
19 Employees; accounting and maintenance of Settlement Fund Account; posting of the necessary
20 information (i.e., regarding the judgment) on the Settlement Administrator's website; resolution of
21 any differences between Defendant's payroll records and information provided by Participating
22 Settlement Employees; distribution of payments to Participating Settlement Employees; preparation
23 of a report for the Court indicating the total amount that was actually paid to Participating Settlement
24 Employees; administration and payment of unclaimed and/or uncashed checks pursuant to California
25 Code of Civil Procedure § 384; preparation and issuance of checks to Class Counsel for attorneys'
26 fees and costs; preparation and issuance of the checks to the Class Representative for his Service
27 Payment; calculation and remitting of payroll taxes to the appropriate federal and state tax
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1 authorities; administration and submission of all tax-related documents concerning the Settlement;
2 and any other issues related to the Settlement administration.

3 On a weekly basis, the Settlement Administrator will provide reports to Class Counsel and
4 Defendant's Counsel to provide an update as to the number of Opt-Out Forms as well as any
5 disputes or objections submitted by Class Members or PAGA Employees. The Settlement
6 Administrator will serve on Class Counsel and Defendant's Counsel via e-mail date-stamped copies
7 of the original Opt-Out Forms, challenges, and objections no later than five (5) court days after their
8 receipt. The Settlement Administrator will provide the Parties with a declaration setting forth the
9 results of the settlement administration no later than five (5) court days after the end of the Opt-Out
10 period. The Settlement Administrator will provide a draft declaration for review and comment prior
11 to finalizing it.

12 All fees and costs of the Settlement Administrator for administration of the Settlement shall
13 be paid from the Total Settlement Amount. The costs of the settlement administration are estimated
14 to be \$12,000.

15 **5. Notice to Class Members and PAGA Employees**

16 Notice shall be provided to Class Members and PAGA Employees in the following manner:

17 Within twenty-one (21) calendar days of Preliminary Approval of the Settlement, Defendant
18 shall provide the Settlement Administrator with the names, last known mailing address, last known
19 telephone number (if available), social security number, and the respective Pay Periods that each
20 Class Member worked during the Class Period, and the number of pay periods worked by each
21 PAGA Employee in the PAGA Period in a readable MS Excel spreadsheet (collectively "Class List
22 and Data"). The Class List and Data will be used for settlement notification and settlement
23 administration only and shall not be used for any other purpose. The Settlement Administrator shall
24 provide reasonable and appropriate administrative, physical, and technical safeguards for any
25 personally identifiable information ("PII") that it receives from Defendant; and promptly provide
26 Defendant with notice if PII is subject to unauthorized access, use, disclosure, modification, or
27 destruction.

1 Within fourteen (14) calendar days after receipt of the Class List and Data, the Settlement
2 Administrator shall mail the Notice Packet to the Class Members and PAGA Employees via first-
3 class regular U.S. mail. Prior to mailing, the Settlement Administrator will perform a search based
4 on the National Change of Address Database information to update and correct for any known or
5 identifiable address changes. It will be presumed that, if an envelope containing the Class Notice
6 has not been returned before the end of the 45-day opt-out period, the Class Member and/or PAGA
7 Employee received the Notice. If a new address is obtained by a way of a returned Notice Packet,
8 then the Settlement Administrator shall promptly forward the original Notice Packet to the updated
9 address via first-class regular U.S. mail indicating on the original Notice Packet the date of such re-
10 mailing. Where a Notice Packet is returned as undeliverable, without a forwarding address, the
11 Settlement Administrator will perform a computer/SSN and “skiptrace” search to obtain an updated
12 address within three (3) court days of receiving the notice from the U.S. Post Office. If a new
13 address is obtained by a way of a returned Notice Packet or skiptrace, then the Settlement
14 Administrator shall promptly forward the original Notice Packet (no later than 3 court days of
15 receiving the undeliverable notice or obtaining the skiptrace results) to the new address via first-class
16 regular U.S. mail. Those Class Members and/or PAGA Employees who were re-mailed the Notice
17 Packet will be given additional ten (10) calendar days after the 45-day deadline. The parties will take
18 all reasonable steps to cooperate with the Settlement Administrator to locate a more recent address
19 for Class Members and/or PAGA Employees, where necessary.

20 The Notice will be approved by the Court at the time of Preliminary Approval. The notice
21 will include, but shall not be limited to: information regarding the nature of the Lawsuit and the
22 names and contact information for Class Counsel; a summary of the substance of the Settlement; the
23 Class definition; a description of the Settlement administration, procedure, and the deadline for
24 submitting Opt-Out Forms and objections; the date for the Final Approval Hearing; and the formula
25 used to calculate Individual Class Settlement Payments and Individual PAGA Payments. The Notice
26 shall also include the number of Pay Periods the Class Member and/or PAGA Employee worked
27 during the Class Period and/or PAGA Period (according to Defendant’s records) and the Class
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1 Member's and/or PAGA Employee's estimated Individual Class Settlement Payment and/or
2 Individual PAGA Payment, and shall afford the Class Member and/or PAGA Employee the
3 opportunity to challenge the number of Pay Periods at issue and/or payroll periods reflected in
4 Defendant's records, and to provide evidence supporting any such challenge. Any Class Participant
5 who fails to comply with the requirements in the Class Notice for submitting a timely challenge will
6 be deemed to have waived any right to challenge their Individual Class Settlement Payment and/or
7 Individual PAGA Payment.

8 An Opt-Out Form shall allow the Class Members to elect exclusion from the settlement of
9 the Released Class Claims, but does not exclude a PAGA Employee from the settlement of the
10 Released PAGA Claims. If a Class Member does not want to participate in the Class portion of this
11 Settlement and wants to avoid being bound by the non-PAGA Settlement terms, a Class Member
12 must sign his or her Opt-Out Form and submit it to the Settlement Administrator by not later than
13 forty-five (45) calendar days after the Notice Packet was first mailed. To be valid, an Opt-Out Form
14 must be timely and must comply with the instructions in the Class Notice. A Class Member who
15 does not complete and mail a timely Opt-Out Form in the manner and by the deadline specified in
16 the Class Notice will automatically become a Class Participant and will be bound by all terms and
17 conditions of the Settlement, including the Released Class Claims by the Class, if the Settlement is
18 approved by the Court, and by the Judgment, regardless of whether he or she has objected to the
19 Settlement. Persons who submit an Opt-Out Form shall not be permitted to file objections to the
20 Settlement or appear at the Final Approval Hearing to voice any objections to the Settlement.
21 Notwithstanding the submission of a timely request for exclusion, PAGA Employees will still be
22 bound by the settlement and release of the Released PAGA Claims or remedies under the Judgment
23 pursuant to *Arias v. Superior Court*, 46 Cal. 4th 969 (2009). Requests for exclusion do not apply to
24 the PAGA Claims, and will not be effective to preclude the release of the PAGA Claims.

25 Class Members who wish to object to the Settlement should follow the instructions in the
26 Class Notice to timely submit their objection. In order to object to the Settlement, a Class Member
27 must file his or her written objection with the Court not later than forty-five (45) calendar days after
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1 the Notice Packet was first mailed. Any Class Member who wishes to appear at the Final Approval
2 Hearing should submit a Notice of Intention to Appear at the Final Approval Hearing by the deadline
3 stated in the Class Notice. Any Class Member who fails to comply with the requirements for
4 submitting a timely objection may be deemed by the Court to have waived any right to object to the
5 settlement and may not appeal any ruling in connection with the Settlement.

6 Compliance with the notice procedures specified in this Settlement shall constitute due and
7 sufficient notice to Class Members and PAGA Employees of this Settlement and shall satisfy the
8 requirements of due process. Nothing else shall be required of, or done by, the Parties, Class Counsel,
9 or Defense Counsel to provide notice of the proposed Settlement. In the event the procedures in this
10 Settlement are followed and the intended recipient of a Notice of Settlement still does not receive the
11 Notice of Settlement, the intended recipient shall remain a Class Participant and/or PAGA Employee
12 and will be bound by all terms of the Settlement and any Final Approval Order entered by the Court.

13 **6. Submission of Claim Form Unnecessary to Participate in Class Settlement**

14 Unless the Class Member submits a valid and timely Opt-Out Form to the Settlement
15 Administrator by not later than forty-five (45) calendar days after the Notice Packet was first mailed,
16 the Class Member will automatically be mailed a check for his or her pro rata share of the Net
17 Settlement Amount.

18 **7. Disputes Regarding Administration of Settlement**

19 Any dispute not resolved by the Settlement Administrator concerning the administration of
20 the Settlement shall be resolved by the Court. The Parties intend that any decision in this regard
21 shall be consistent with this Settlement and the exhibits hereto. Prior to any such involvement of the
22 Court, counsel for the Parties shall confer in good faith and make use of the services of the mediator,
23 the Honorable Ronald Sabraw (Ret.), if necessary, to resolve the dispute without the necessity of
24 involving the Court.

25 **8. Reminder of Opt-Out & Objection Deadlines**

26 Not more than 30 days, but not fewer than 25 days after mailing of the original Notice
27 Packet, the Settlement Administrator shall mail one reminder postcard, which shall include the
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1 estimated Individual Class Settlement Payment and/or Individual PAGA Payment, as well as contact
2 information for the Parties' Counsel and the Settlement Administrator, to all Class Members who
3 have not yet submitted an Opt-Out Form, to remind them of the deadline. The postcard shall be
4 mailed to such Class Members via first-class regular U.S. Mail, using the most current mailing
5 address information then available for the Class Members.

6 **D. SETTLEMENT TERMS**

7 **1. The Settlement Class**

8 For the purposes of this Joint Stipulation, the Settlement Class to be conditionally certified
9 for settlement purposes only shall consist of "all current and former non-exempt employees of
10 Defendant in the State of California who hold/held delivery driver positions" from April 3, 2016 to
11 January 27, 2023 ("Class Period").

12 The Parties also stipulate to the approval by the Court of a representative action, for
13 settlement purposes only, as to all claims asserted pursuant to PAGA on behalf of the State of
14 California to consist of "all current and former non-exempt employees of Defendant in the State of
15 California who hold/held delivery driver positions from April 3, 2019 to January 27, 2023 ("PAGA
16 Period"). Defendant's stipulation to the certification of a settlement class and to a representative
17 action shall not be construed as an admission or acknowledgment of any kind that any class should
18 be certified or that any claims should be given class or representative action treatment.

19 **2. Total Settlement Amount**

20 The Total Settlement Amount that Defendant will pay to resolve this Action is Nine Hundred
21 Twenty-Five Thousand Dollars (\$925,000.00), which includes the payment to the Class Participants,
22 the Settlement Administrator's expenses, the Class Representative's service payment, the PAGA
23 Fund, and Class Counsel's attorneys' fees and costs.

24 **3. Class Representative Service Payment**

25 Defendant will not oppose the Class Representative's application to the Court for a service
26 payment of \$10,000, to be paid out of the Total Settlement Amount. To the extent the Court
27 approves less than the requested amount of the Class Representative Service Payment, the difference
28

1 between the requested and awarded amount will added to the amount to be distributed to the Class
2 Participants.

3 In consideration of the mutual covenants and promises set forth herein, as of the Final Approval
4 Date, the Class Representative fully releases and discharges Defendant and the other Released Parties
5 from any and all claims that Class Representative now has or claims to have or which Class
6 Representative at any time heretofore had or claimed to have, or which Class Representative at any
7 time hereafter may have or claim to have, known or unknown, arising out of or related to any act,
8 omission, event, fact, or other thing that existed or occurred on or before Preliminary Approval.

9 Without limiting the generality of the foregoing, and in addition to the foregoing, the Class
10 Representative specifically and expressly releases to the maximum extent permitted by law any and
11 all claims, rights, demands, liabilities, and causes of action, whether known or unknown, against
12 Defendant and the Released Parties, that arise from, or are related to Plaintiff's employment with or
13 separation from Defendant through the Release Period. The named Plaintiff also waives any and all
14 rights conferred upon him under Section 1542 of the California Civil Code, which provides as follows:

15 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
16 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
17 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
18 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
19 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR
20 OR RELEASED PARTY.

21 This release does not include any pending claims for workers' compensation benefits that the
22 Class Representative may have against Defendant, or any other claim that cannot be released by law.
23 Any Class Representative Service Payment approved by the Court shall be paid to the Class
24 Representative from the Total Settlement Amount, and shall be in addition to any distribution to
25 which she may otherwise be entitled as a Class Participant and PAGA Employee. The Class
26 Representative Service Payment shall not be considered wages, and the Settlement Administrator
27 shall issue the Class Representative a Form 1099 reflecting such payment.

28 **4. Class Counsel's Attorneys' Fees and Costs**

Defendant will not oppose the Class Counsel's application to the Court for attorneys' fees of

up to 1/3 of the Total Settlement Payment (\$308,333.33) and costs incurred of up to \$20,000. The Class Counsel's fees and costs approved by the Court shall encompass: (a) all work performed and costs incurred by Class Counsel in representing Plaintiff and the putative class/PAGA Employees through the date of this Joint Stipulation; (b) all work to be performed and costs to be incurred in connection with obtaining final approval from the Court of the terms of this Joint Stipulation; and (c) all work and costs, if any, incurred in connection with administering the Settlement through the conclusion of the Action. To the extent the Court approves less than the requested amount of Class Counsel's fees and costs, the difference between the requested and awarded amounts will be added to the amount to be distributed to the Class Participants. Defendant shall bear its own attorneys' fees and costs incurred for the Action.

5. PAGA Fund and Payment to Labor and Workforce Development Agency

The Parties agree to allocate \$64,750 of the Total Settlement Payment for settlement of claims for civil penalties under PAGA, Labor Code § 2699, *et seq.* Pursuant to Labor Code Section 2699(i), 75% of that amount (\$48,562.50) will be paid to the Labor and Workforce Development Agency. The remaining 25% (\$16,187.50) will be distributed to PAGA Employees on a pro rata basis based on the number of pay periods they worked during the PAGA Period as the Individual PAGA Payment. The PAGA Fund shall be treated as miscellaneous income which shall be reported on an IRS 1099 without withholdings.

6. Class Participant Distribution Formula

After deducting for the amounts for Settlement Administrator's Expenses, Plaintiff's awarded Class Representative Service Payment, the PAGA Fund, and Class Counsel's awarded attorneys' fees and costs, the balance of the Total Settlement Payment (the "Net Settlement Amount") will be distributed as follows:

- (a) "Total Pay Periods" will be the total number of Pay Periods worked by all Class Participants during the Class Period according to Defendant's records.
- "Individual Pay Periods" will be the total number of Pay Periods worked by each individual Class Participant during the Class Period, according to

Defendant's records. If Defendant's records reflect that a Class Participant worked any amount of time during a Pay Period, that Pay Period will be counted as a Pay Period for purposes of calculating the Total Pay Periods and the Individual Pay Periods for the particular Class Participant.

(b) Each Class Participant's "Individual Settlement Payment" will be based on a ratio of the Class Participant's Individual Pay Periods to the Total Pay Periods. The Individual Settlement Payment will be calculated by dividing the Class Participant's Individual Pay Periods by the Total Pay Periods and multiplying by the Net Settlement Amount. A portion of this resulting amount will be subject to tax withholdings, as described below.

7. Non-Reversionary Settlement

The Parties agree that no part of the Total Settlement Amount will revert back to Defendant. The Class Participants and PAGA Employees shall have one-hundred eighty (180) calendar days to deposit or otherwise cash their settlement checks. This 180-day period will be counted from the postmark date of the checks' mailing to Class Participants and PAGA Employees by the Settlement Administrator.

As to the funds that remain in the Settlement Fund Account after 180 days due to Class Participants' and PAGA Employees' failure to deposit or cash their settlement checks, those funds will be sent to State of California's Unclaimed Property Fund in the Class Participants' names.

8. No Credit Toward Benefit Plans

The Individual Settlement Payments made to Class Participants under this Settlement, as well as any other payments made pursuant to this Settlement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Participants may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement will not affect any rights, contributions, or amounts to which any Class Participants may be entitled under any benefit plans.

9. Treatment of Class Settlement Payments and Payroll Tax Obligations

All Individual Settlement Payments to Class Participants will be allocated as follows: 20% to settlement of wage claims, and 80% to settlement of claims for penalties. The Settlement Administrator shall calculate the payroll taxes, including, but not limited to, Medicare taxes, Social Security taxes, federal unemployment taxes, state unemployment insurance taxes, and employment training taxes associated with the wage portion of the Settlement Amount made to each Class Participant. The employee's share of payroll taxes shall be withheld by the Settlement Administrator and paid to the appropriate governmental agencies. The Settlement Administrator will calculate the employer's share of payroll taxes, which shall be paid by Defendant separately from the Total Settlement Amount, and pay those amounts to the appropriate governmental agencies. For purposes of calculating payroll taxes, the Parties agree, for purposes of this Settlement only and for no other purpose that twenty percent (20%) of each Individual Settlement Payment shall constitute wages subject to standard withholdings.

The Parties make no representations as to the tax treatment or legal effect of the payments specified herein, and the Class Participants and PAGA Employees are not relying on any statement or representation by the Parties, Class Counsel, or Defendant's Counsel in this regard. Class Participants and PAGA Employees will be responsible for the payment of all taxes and penalties assessed on the payments specified herein.

The Parties acknowledge and agree that: (1) no provision of this Joint Stipulation, and no written communication or disclosure between or among the Parties, Class Counsel, or Defendant's Counsel and other advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended); (2) the acknowledging party: (a) has relied exclusively upon his, her, or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Joint Stipulation, (b) has not entered into this Joint Stipulation based upon the recommendation of any other party or any attorney or advisor to any other party; and (c) is not entitled to rely upon any communication or disclosure by any attorney or

1 adviser to any other party to avoid any tax penalty that may be imposed on the acknowledging party;
2 and (3) no attorney or adviser to any other party has imposed any limitation that protects the
3 confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such
4 limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax
5 structure of any transaction, including any transaction contemplated by this Joint Stipulation.

6 **10. Deadline to Fund the Settlement Fund Account**

7 Defendant shall deliver or otherwise remit to Settlement Administrator the necessary funds to
8 fully fund the Settlement Fund Account within fourteen (14) calendar days from the Effective Date
9 (unless that date falls on a weekend or holiday, in which case, payment shall be delivered the next
10 business day). This deadline is contingent on the Settlement Administrator providing to the
11 Defendant: the amounts to be paid (including the employer's share of payroll taxes with a
12 spreadsheet showing the amount for each Class Participant's Individual Settlement Payment), W-9
13 form for the Qualified Settlement Fund, and payment instructions within 14 calendar days of the
14 order granting final approval of the Settlement. Settlement checks will be mailed within fourteen
15 (14) calendar days of funding unless otherwise provided herein.

16 **11. Release of Claims by Class Participants**

17 Upon entry of the Judgment, all Participating Class Members shall release Defendant and the
18 Released Parties from all class claims which were pled or could have been pled based on the factual
19 allegations contained in the operative complaint or any amendments thereto which occurred during
20 the Class Period, and expressly excluding claims for vested benefits, wrongful termination,
21 unemployment insurance, disability, social security, and workers' compensation, and class claims
22 outside of the Class Period ("Released Class Claims"). The Released Class Claims include any
23 claims, demands, lawsuits, administrative actions, arbitrations, and participation to any extent in any
24 pending or future class, collective, or representative actions, or other action of any kind based on the
25 Released Class Claims. Participating Class Member releases include known and unknown claims as
26 described in this paragraph.

1 **12. Release of Claims by PAGA Employees**

2 Upon approval of the terms of this Joint Stipulation at the Final Approval Hearing, all PAGA
3 Employees shall release and discharge Defendants and the other Released Parties from Released
4 PAGA Claims, irrespective of whether that PAGA Employee validly requests exclusion from the
5 settlement of Released Class Claims. An opt-out does not affect the release of PAGA Claims under
6 this Settlement.

7 The PAGA Employees shall also waive unknown claims pursuant to California Civil Code §
8 1542 with regard to the Released PAGA Claims only. The PAGA release shall become effective
9 upon Final Approval.

10 **13. Number of Class Members and Pay Periods at Issue**

11 Defendant represents that there are a total of approximately 227 Class Members, and that the
12 total number of class Pay Periods is approximately 19,913 during the Class Period. If the total
13 number of Pay Periods during the Class Period is more than 7.5% greater than 19,913, Defendant
14 agrees to either, at Defendant's sole option, cut off the class membership as of the date that the
15 number of Pay Periods reaches 7.5% more than the total above, or the Total Settlement Amount will
16 be increased on a proportional basis.

17 **E. NULLIFICATION OF THE JOINT STIPULATION**

18 **1. Non-Approval of the Joint Stipulation**

19 If (a) the Court should for any reason fail to approve any material term of this Settlement in
20 the form agreed to by the Parties, or (b) the Court should for any reason fail to enter a judgment in
21 the Action, or (c) the judgment is reversed, modified, or declared or rendered void, then this
22 Settlement shall be considered null and void, and neither this Settlement, nor any of the related
23 negotiations or proceedings, shall be of any force or effect, and all Parties to this Settlement shall
24 stand in the same position, without prejudice, as if the Settlement had been neither entered into nor
25 filed with the Court. Invalidation of any material portion of this Settlement shall invalidate this
26 Settlement in its entirety, unless the Parties shall subsequently agree in writing that the remaining
27 provisions of the Settlement are to remain in full force and effect. The Court's failure to approve
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1 Class Counsel's attorneys' fees and costs or the Class Representative's Service Payment in the
2 amounts stated herein, or any procedural change to the settlement administration procedures set out
3 herein required by the Court shall not be considered an invalidation of a material portion of the
4 settlement under this section. Moreover, a reallocation of the Settlement allocations between the
5 Class Members and the PAGA Employees required by the Court shall not be considered an
6 invalidation of a material portion of the settlement under this section.

7 **2. Defendant's Right to Withdraw Based on Opt-Outs**

8 If 5% or more of the Class Members validly opt out, Defendant will have the right to rescind
9 the Settlement and all actions taken in its furtherance of the Settlement will be null and void.
10 Defendant must exercise this right in writing to Class Counsel within ten (10) calendar days after the
11 latest Opt-Out deadline. If Defendant exercises this right, it shall be solely responsible for all costs
12 of the settlement administration incurred to date.

13 **F. FINAL APPROVAL HEARING**

14 At the Final Approval Hearing, Plaintiff shall move the Court for an order finally approving
15 the terms of the Joint Stipulation, certifying the Class for settlement purposes, finding the terms of
16 the Joint Stipulation as being fair, reasonable, and adequate to the Class Participants, and approving
17 the settlement and release of the Released PAGA Claims by PAGA Employees. Class Counsel will
18 provide a draft of the Motion to Defendants at least 3 business days in advance of filing for review
19 and comment. The Parties do not anticipate that a separate submission will be required for
20 Defendant, but Defendant's Counsel agree to submit to the Court such pleading and/or evidence as
21 may be required for the Court's determination if it is ordered by the Court.

22 **G. DUTIES OF THE PARTIES**

23 **1. Mutual Full Cooperation**

24 The Parties agree to cooperate fully with each other to accomplish and implement the terms
25 of this Joint Stipulation. Such cooperation shall include, but not be limited to, execution of such
26 other documents and the taking of such other actions as may reasonably be necessary to fulfill the
27 terms of this Joint Stipulation. The Parties shall use their best efforts, including all efforts
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1 contemplated by this Joint Stipulation and any other efforts that may become necessary by Court
2 Order, or otherwise, to effectuate this Joint Stipulation and the terms set forth herein. As soon as
3 practicable after execution of this Joint Stipulation, Class Counsel, with the cooperation of
4 Defendants and its counsel, shall take all necessary and reasonable steps to secure the Court's Final
5 Approval of the terms of this Joint Stipulation.

6 **2. Duty to Support and Defend the Settlement**

7 The Parties agree that the terms of the Joint Stipulation are fair and reasonable and will so
8 represent to the Court. In addition, the mediator may, at his discretion, execute a declaration
9 supporting the Settlement and the reasonableness of this Settlement, and the Court may, in its
10 discretion, contact the mediator to discuss the Settlement and whether or not the Settlement is fair
11 and reasonable. The Parties agree to abide by all of the terms of the Joint Stipulation in good faith
12 and to support the Settlement fully, and to use their best efforts to defend this Settlement from any
13 legal challenge, whether by appeal or collateral attack.

14 **H. MISCELLANEOUS PROVISIONS**

15 **1. Construction**

16 The Parties agree that the terms and conditions of this Joint Stipulation are the result of
17 lengthy, intensive, arm's length negotiations between the Parties and that this Joint Stipulation is not
18 to be construed in favor of or against any party by reason of the extent to which any party or its
19 counsel participated in its drafting.

20 **2. Choice of Law**

21 This Joint Stipulation is intended to and shall be governed by the laws of the State of
22 California, without regard to conflicts of law principles.

23 **3. Captions and Interpretations**

24 Paragraph titles or captions contained herein are inserted as a matter of convenience and for
25 reference only, and in no way define, limit, extend, or describe the scope of this Joint Stipulation or
26 any provision thereof.

1 **4. Modification**

2 This Joint Stipulation may not be changed, altered, or modified, except in writing signed by
3 the Parties, and approved by the Court if required. This Joint Stipulation may not be discharged
4 except by performance in accordance with its terms or by a writing signed by the Parties.

5 **5. Integration Clause**

6 This Joint Stipulation contains the entire agreement between the Parties relating to the
7 Settlement of the Action and the transactions contemplated thereby, and all prior or
8 contemporaneous agreements, understandings, representations, and statements, whether oral or
9 written, and whether by a party or such party's legal counsel, are merged herein. No rights under
10 this Joint Stipulation may be waived except in writing.

11 **6. Interim Stay of Proceedings**

12 The Parties agree to stay all proceedings in the Action, subject to necessary compliance with
13 the Court's orders, except such proceedings necessary to implement and complete the Settlement, in
14 abeyance pending the Final Approval Hearing to be conducted by the Court. The Parties further
15 agree that, pursuant to Code of Civil Procedure § 583.330(a), the five-year period specified in Code
16 of Civil Procedure § 583.310 shall be tolled for the time period beginning on December 14, 2022
17 (the date on which the Parties conducted the mediation during which the settlement was reached)
18 and ending on the Effective Date of this Settlement or the date of a final order denying approval of
19 this Settlement.

20 **7. Jurisdiction of the Court**

21 Following entry of the Final Approval, the Court shall retain jurisdiction with respect to the
22 interpretation, implementation, and enforcement of the terms of this Joint Stipulation and all orders
23 and judgments entered in connection therewith, and the Parties, Class Counsel, and Defense Counsel
24 submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the
25 Settlement embodied in this Joint Stipulation and all orders and judgments entered in connection
26 therewith.

1 **8. Invalidity of Any Provision**

2 Before declaring any term or provision of this Joint Stipulation invalid, the Parties request
3 that the Court first attempt to construe the terms or provisions valid to the fullest extent possible
4 consistent with applicable precedents so as to define all provisions of this Joint Stipulation as valid
5 and enforceable.

6 **9. Successors and Assigns**

7 This Joint Stipulation shall be binding upon and inure to the benefit of the Parties and their
8 respective heirs, trustees, executors, administrators, successors, and assigns.

9 **10. Confidentiality**

10 All Parties agree that this Settlement is strictly confidential until the Preliminary Approval
11 Motion is filed. Nothing in this provision is intended to either (a) interfere with the ability of Class
12 Counsel to communicate with Class Members in connection with the action, or (b) restrict Class
13 Counsel's right to practice law under CRPC Rule 1-500. Class Counsel will maintain as Confidential
14 any information about the Class Members provided in connection with this Settlement in accordance
15 with the Stipulated Protective Order entered in the action on December 8, 2020.

16 **11. No Prior Assignments**

17 Parties separately represent and warrant that they have not directly or indirectly assigned,
18 transferred, or encumbered, or purported to assign, transfer or encumber, to any person or entity any
19 portion of any liability, claim, demand, action, cause of action or right released and discharged by the
20 Party in this Settlement.

21 **12. Class Counsel Signatories**

22 Because the Members of the Class are so numerous, the Parties agree that it is impossible or
23 impractical to have each Class Participant and PAGA Employee sign this Joint Stipulation. Thus, it
24 is agreed that, for purposes of seeking approval of the Class Settlement, this Joint Stipulation may be
25 executed on behalf of the Class by the Class Representative and Class Counsel.

26 **13. Corporate Signatories**

27 Any person executing this Joint Stipulation or any such related document on behalf of a
28

corporate signatory hereby warrants and promises, for the benefit of all Parties hereto, that such person has been duly authorized by such corporation to execute this Joint Stipulation or any such related document.

14. Execution in Counterparts

This Joint Stipulation shall become effective upon its execution by all of the undersigned Parties. The Parties may execute this Joint Stipulation in counterparts, and execution of counterparts shall have the same force and effect as if all Parties had signed the same instrument.

SIGNATURES

PLAINTIFF/CLASS REPRESENTATIVE

Dated: August 14, 2023

By:

DocuSigned by:

Kevin Harris

F4613E47D6BF4FD...

KEVIN HARRIS

DEFENDANT

Dated: August 22, 2023

By:

DocuSigned by:

Kevin DeBorde

BC0F087A260E4D0...

Print Name: Kevin DeBorde

Title: Assistant General Counsel

McKesson Medical-Surgical Inc.

APPROVED AS TO FORM

Dated: August 15, 2023

JAMES HAWKINS APLC



JAMES R. HAWKINS
CHRISTINA M. LUCIO
Attorney for Plaintiff
KEVIN HARRIS

Dated: August 23, 2023

LITTLER MENDELSON P.C.



TANJA L. DARROW
NATHANIEL H. JENKINS
Attorneys for Defendant
MCKESSON MEDICAL-SURGICAL INC.

EXHIBIT 2

JAMES HAWKINS APLC

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Christina Lucio (253677)
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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 JAMES R. HAWKINS
IN SUPPORT OF PLAINTIFF'S MOTION
FOR:**

- (1) PRELIMINARY APPROVAL OF JOINT
STIPULATION OF CLASS ACTION
AND PAGA SETTLEMENT;**
- (2) APPROVAL OF NOTICE TO CLASS
MEMBERS AND RELATED
MATERIALS;**
- (3) APPROVAL OF SETTLEMENT
ADMINISTRATOR; AND**
- (4) SETTING HEARING FOR FINAL
APPROVAL OF SETTLEMENT**

Date: December 7, 2023
Time: 8:30 a.m.

1 I, James R. Hawkins, declare as follows:

2 1. I am an individual over the age of 18. I am the founding partner at the Law Firm of
3 James Hawkins, APLC. We are the attorneys of record for Plaintiff KEVIN HARRIS (“Plaintiff”
4 or “Class Representative”), who has filed this Class and PAGA action on behalf of himself and the
5 proposed settlement class (the “Class”) and PAGA Employees in the above-captioned matter against
6 Defendant MCKESSON MEDICAL-SURGICAL, INC. (“Defendant” or “McKesson”) (collectively
7 with Plaintiff, the “Parties”). I have personal knowledge of the facts set forth below, and if called
8 to testify regarding them, I could and would do so competently.

9 2. I submit this Declaration in support of Plaintiff’s Motion for Preliminary Approval
10 of Joint Stipulation of Class Action and PAGA Settlement, Approval of Class Notice, Approval of
11 Settlement Administrator and Setting Hearing for Final Approval of Settlement (the “Preliminary
12 Approval Motion”), which is filed concurrently herewith, along with the Memorandum of Points
13 and Authorities. For the Court’s convenience, the Joint Stipulation of Class Action and PAGA
14 Settlement is attached hereto as **Exhibit 1**, and the Class Notice is attached hereto as **Exhibit 2**.

15 3. I have no knowledge of the existence of any conflicting interests between my firm
16 and any of its attorneys, and Plaintiff or any other Class Member.

17 4. Through mediation, the Plaintiff and Defendant have entered into a Joint Stipulation
18 of Class Action and PAGA Settlement (“Settlement”).

19 5. The Settlement seeks to fully release and discharge Defendant from the claims
20 brought against it in this matter in exchange for Defendant’s agreement to pay \$925,000.00 on a
21 non-reversionary, non-claims made basis (each Settlement Class Member will receive his/her share
22 of the Net Settlement Amount without having to submit a claim form or taking action, except for
23 those who opt-out). Plaintiff seeks to represent a settlement class of approximately 227 current and
24 former non-exempt hourly employees of Defendant in California who hold/held positions as delivery
25 drivers during the Class Period, based on allegations of (1) failure to accurately pay all wages,
26 including overtime; (2) failure to authorize and permit rest periods; (3) failure to timely pay wages
27 owed upon separation from employment; (4) failure to provide accurate itemized wage statements;
28 (5) failure to reimburse necessary expenses; (6) violation of the Unfair Competition Law; and (7)

1 penalties pursuant to PAGA. The claims are as follows:

- 2 a. Failure to Pay All Wages, Including Overtime: Plaintiff alleges that he and the Class
3 Members received productivity bonuses or incentives during pay periods in which
4 they had worked over eight hours in a day or over forty hours in a week. Defendant
5 failed to account for these bonuses when calculating Plaintiff's and Class Members'
6 overtime rate of pay, which resulted in Defendant paying its hourly non-exempt
7 employees less overtime than they were owed in violation of the Labor Code and
8 applicable Wage Orders. Defendant also required Plaintiff and the Class Members to
9 perform work off-the-clock each shift.
- 10 b. Failure to Authorize and Permit Rest Periods: Plaintiff alleges that Defendant failed
11 to authorize and permit rest periods. Specifically, Plaintiff and Class Members were
12 unable to take rest periods due to the volume of work assigned, unrealistic work
13 requirements, Defendant's refusal to permit overtime work, and frequent
14 interruptions of rest breaks. Defendant's policy put the onus on employees to provide
15 their own breaks. Defendant was aware that the demands imposed made it impossible
16 to take lawful rest periods because Defendant monitored drivers through real-time
17 GPS records. Further, Defendant's records solely monitored meal periods, not rest
18 periods, and there is no evidence that Defendant ever paid a rest period premium.
- 19 c. Failure to Timely Pay Wages Owed Upon Separation From Employment: Plaintiff
20 alleges that Defendant failed to pay Plaintiff and the Class Members whose
21 employment ended during the relevant time period rest period premiums, meal period
22 premiums, and all minimum wages and overtime wages owed at the time of their
23 termination/separation. By way of example, Plaintiff was terminated, and he was not
24 provided his final pay immediately, as required, but was instead paid via mail three
25 days later, and this pay did not include the missing overtime pay, or meal or rest
26 period premiums. In a similar fashion to Plaintiff, as result of Defendant's policies
27 described above, Class Members whose employment has ended during the relevant
28 time period were not paid for every hour worked at the appropriate rate.

- 1 d. Failure to Provide Accurate, Itemized Wage Statements: Plaintiff alleges that
2 Defendant intentionally and knowingly failed to provide Plaintiffs and employees
3 with accurate itemized wage statements as required by Labor Code § 226, as Plaintiff
4 and others have not been properly compensated by Defendant for all hours worked
5 and have not been paid all compensation due and owing, including all minimum and
6 overtime wages, and meal and rest period premiums. Accordingly, the wage
7 statements issued by Defendant allegedly do not include the correct amount of gross
8 and net wages earned, total hours worked by the employee, and all applicable hourly
9 rates in effect during the pay period and the corresponding number of hours worked
10 at each hourly rate by the employee as required under Labor Code section 226.
- 11 e. Failure to Reimburse Necessary Expenses: Plaintiff alleges that Defendant required
12 Class Members to use their personal cell phones for work purposes and not
13 reimbursed for this expense.
- 14 f. UCL Violations: Plaintiff alleges that by failing to provide compliant rest and meal
15 periods, rest and meal period premiums, minimum wages, overtime wages, accurate
16 itemized wage statements, reimbursement for business expenses, final pay, and other
17 statutory penalties to Class Members, and committing the above-described Labor
18 Code violations, Defendant engaged in unlawful, unfair, and/or fraudulent business
19 practices and is liable for restitution to the Class Members under the Unfair
20 Competition Law.
- 21 g. PAGA Penalties: Plaintiff further argues that he and the other PAGA Employees were
22 entitled to penalties under the Private Attorneys General Act of 2004, Labor Code §
23 2698 *et seq.* (“PAGA”).

24 6. Defendant argued that courts routinely significantly reduce PAGA penalties.
25 Additionally, a proposed initiative on the ballot in 2024 may effectively repeal PAGA by taking
26 away the ability to pursue civil penalties via a representative action. If this proposed initiative were
27 to pass, coupled with recent changes in the law regarding the arbitrability of PAGA claims, Plaintiff
28 may not be able to proceed with his representative PAGA claims at all. Defendant also contended

1 that Plaintiffs' PAGA claim is unmanageable.

2 7. With respect to Plaintiff's claims for rest period violations, Defendant argued that
3 there is no common policy or practice to deprive employees of rest periods and that Defendant's rest
4 period policies comply with California law.

5 8. With respect to Plaintiff's claims for unpaid minimum and overtime wages,
6 Defendant argued that they would defeat certification on Plaintiffs' claims for unpaid overtime
7 wages due to regular rate of pay miscalculations.

8 9. At the time of mediation and settlement, Defendant contended that Plaintiffs' wage
9 statement claim was meritless because it is derivative of Plaintiff's underlying claims.¹ Additionally,
10 Defendant contended that the Class suffered no actual "injury" as required under Labor Code section
11 226(e) and that any violation of the Labor Code was not "knowing and intentional".

12 10. Defendant also contended that Plaintiff and the Class were not entitled to waiting
13 time penalties under Labor Code section 203 because any Labor Code violations were not intentional
14 and as a result Plaintiffs would have difficulty proving the requisite willfulness. Further, in late 2019,
15 the California Court of Appeals held that there are no derivative section 203 penalties based on an
16 underlying claim that rest break premiums were not timely paid (*see Naranjo*, 40 Cal. App. 5th 444,
17 474 (2019)). *Naranjo* has since been overturned by the California Supreme Court, but this risk was
18 significant at the time of mediation and settlement.

19 11. At the time of mediation, Defendant contended that Plaintiff would be unable to
20 certify his expense reimbursement claims since it will involve an individual inquiry as to each
21 specific situation during which the employee used his or her personal cell phone. Additionally,
22

23 ¹ See *Naranjo v. Spectrum Sec. Servs., Inc.*, 40 Cal. App. 5th 444, 474 (2019) (Finding that 226.7
24 actions do not entitle employees to pursue derivative penalties in sections 203 and 226); *see also*
25 *Maldonado v. Epsilon Plastics, Inc.* (2018) 22 Cal.App.5th 1308 (Finding a derivative wage
26 statement claim not viable as a separate claim from an overtime claim upon which it is based);
27 *Bentancourt v. OS Restaurant Services, LLC*, 49 Cal. Ap. 5th 240, 247-48 (2020) (Finding that
28 actions for failure to provide meal or rest periods does not entitle employees to pursue the
derivative penalties under section 226). The California Supreme Court has since overturned the
decision in *Naranjo* but this was a risk that was present at the time of mediation. *See, Naranjo v.*
Spectrum Security Services, Inc., 2022 Cal. LEXIS 2878 (Cal. May 23, 2022).

1 Defendant contended that there was no uniform policy or practice requiring or expecting Class
2 Members to use their cell phones for business purposes.

3 12. Plaintiff estimated Defendant's maximum liability to be approximately
4 \$4,837,343.61 exclusive of PAGA, and \$9,278,743.61 inclusive of PAGA. However, in light of the
5 foregoing defenses and risks, despite Defendant's potentially massive maximum exposure, Plaintiff
6 calculated Defendant's realistic, risk-adjusted exposure at \$3,067,445.31, inclusive of PAGA, with
7 each claim separately valued as follows:

- 8 a. Plaintiffs calculated Defendant's realistic, risk-adjusted for rest period premiums at
9 \$555,785.21 after taking discounts for the likelihood that Plaintiffs' claim could fail
10 on the merits or not be certified.
- 11 b. Plaintiff calculated Defendant's realistic, risk-adjusted exposure for unpaid wages
12 due to off-the-clock work at \$63,668.76 based on seven minutes of unpaid overtime
13 wages per shift and discounts for Defendant's arguments on certification, including
14 that Defendant's policy was facially valid.
- 15 c. Plaintiff calculated Defendant's realistic, risk-adjusted exposure for unpaid wages
16 due to improper regular rate calculations at \$60,336.39 based on Defendant's
17 arguments on certification and that Defendant's conduct was not "knowing and
18 intentional".
- 19 d. Plaintiff calculated Defendant's realistic, risk-adjusted exposure for wage statement
20 penalties at \$18,100.92 based on discounts for risks associated with Plaintiffs'
21 underlying wage and premium claims and Defendant's arguments that their conduct
22 was not "knowing and intentional" and that Class Members suffered no "actual"
23 injury.
- 24 e. Plaintiff calculated Defendant's realistic, risk-adjusted exposure for waiting time
25 penalties at \$0.00 based on the risks of losing the underlying claims on the merits and
26 the difficulty in proving the requisite "willfulness".
- 27 f. Plaintiff calculated Defendant's realistic, risk-adjusted exposure for unreimbursed
28 business expenses at \$86,479.41 based on the risks on certification given that

1 Defendant's did not have a uniform policy requiring cell phone use.

2 g. Plaintiffs calculated Defendant's realistic, risk adjusted for PAGA penalties at
3 \$1,935,900.00 based on the Court's likely reduction of PAGA penalties, Defendant's
4 arguments on the merits, and Defendant's arguments that Plaintiff's PAGA claim is
5 unmanageable.

6 13. Under the terms of the Settlement, Defendant will not oppose Class Counsels'
7 application for a reasonable award of attorney's fees not to exceed 1/3 of the Settlement Amount,
8 totaling \$308,333.33, Class Counsels' litigation costs not to exceed \$20,000.00, Settlement
9 Administration Costs not to exceed \$12,000.00, PAGA penalties of \$64,750.00 (of which
10 \$48,562.50 or 75% will be paid to the LWDA and the remaining \$16,187.50 or 25% will be paid to
11 the Settlement Class Members), and Service Award to Plaintiff not to exceed \$10,000.00.

12 14. I fully support the Settlement on these terms, and respectfully submit that the
13 Settlement is fair, reasonable, and adequate in light of all known facts.

14 15. Given the realistic value of Plaintiff's claims as set forth above, the \$925,000.00
15 Settlement Amount amounts to approximately 30.16% of Defendant's realistic maximum liability,
16 is an excellent result for the Settlement Class.

17 16. Preliminary approval is appropriate since the Settlement will provide significant
18 monetary relief to the Settlement Class.

19 17. The Settlement was the product of extensive arm's length negotiations between
20 counsel and was facilitated by Hon. Ronald Sabraw (ret.), an experienced wage-and-hour class
21 action mediator, over the course of two full-day mediation sessions. In connection with the
22 anticipated mediation, the Parties exchanged extensive formal and informal discovery, including
23 production of time and pay records for a sizable sample of the Putative Class. In advance of
24 mediation, Defendant provided a sampling of class-wide redacted payroll and time data and relevant
25 policy documents. Though cordial and professional, the Settlement negotiations were adversarial
26 and non-collusive in nature. The Settlement reached is the product of substantial effort by the Parties
27 and their counsel. Although Plaintiff and Class Counsel believed that there was a possibility of
28 certifying the claims, they recognized the potential risk, expense, and complexity posed by litigation,

1 such as unfavorable decisions on class certification, summary judgment, at trial and/or on the
2 damages awarded, and/or on an appeal that can take several more years to litigate. In addition, if
3 Defendant prevailed on any of its defenses, the Settlement Class Members may not have received
4 any substantial monetary recovery.

5 18. Prior to the second mediation in this action, Defendant settled a related action entitled
6 *Torrez v. McKesson Medical-Surgical, Inc.*, San Bernardino Case No. CIVDS1917976. The *Torrez*
7 action released claims for Defendant's alleged failure to provide complete and accurate wage
8 statements to individuals who received an incentive payment under Defendant's incentive payment
9 plan, and statutory penalties for the forgoing violations and unfair competition.

10 19. The Settlement will result in a fair payment to each Settlement Class Member based
11 on the number of Weeks Worked during the Class Period. Plaintiff and his counsel have diligently
12 investigated the claims and defenses on behalf of the Settlement Class Members and worked to
13 achieve a resolution of the claims to maximize the recovery by avoiding further expenditure of
14 attorneys' fees and costs. After evaluating the significant risks attendant with further litigation
15 described above and weighing them against the benefits of a known compromise and settlement as
16 set forth in the Settlement Agreement, settlement on the terms agreed to is believed to be in the best
17 interest of Plaintiff and the Settlement Class, and is a fair and reasonable resolution of the claims
18 alleged.

19 20. Plaintiff's counsel brought to bear a great deal of collective experience in negotiating
20 the settlement of this case. Plaintiff's counsel engaged in necessary informal discovery,
21 investigation, sampling and expert evaluation, making it possible to exercise informed judgment
22 throughout the settlement process, including significant document review (e.g., documents
23 pertaining to Defendant's policies and procedures, personnel documents, wage statements, time
24 records, among others) and conducted an extensive analysis and extrapolation of the sampling of
25 class-wide data provided by Defendant.

26 21. Based on our experience in other cases, including wage and hour matters, I believe
27 my co-counsel and I are qualified to evaluate the class claims and viability of defenses in this class
28 action. In this case, the recovery for each Settlement Class Member is reasonable, fair and adequate,

1 and a settlement at this time is in the best interest of the Settlement Class. The Settlement provides
2 each Settlement Class Member with compensation for the alleged violations when viewed in relation
3 to the costs and risks inherent in obtaining class certification and proceeding to trial.

4 22. Plaintiff's counsel fully endorse the terms and conditions of the Settlement as set
5 forth in the abovementioned Settlement Agreement.

6 23. Of course, the Settlement Amount represents a compromise figure, taking into
7 account the various risks surrounding class certification and the merits of Defendant's asserted
8 defenses. Nevertheless, the Settlement provides for fair and adequate payments to the Settlement
9 Class Members, with no reversion to Defendant.

10 24. Plaintiff seeks a Service Award in an amount of \$10,000.00, which we believe is fair
11 and warranted. Plaintiff agreed to come forward in an effort to effectuate a policy and practice
12 change that benefitted all other Settlement Class Members, and to recover unpaid wages and
13 penalties. He assumed significant risk in bringing this litigation, namely, had he lost, he would have
14 been ordered to pay Defendant's costs.

15 25. Plaintiff provided invaluable assistance to the investigation and prosecution of this
16 case, including: providing factual background for the Complaints which were consolidated and gave
17 rise to this action; reviewing the litigation documents; providing information and documentation
18 about Defendant's policies and practices; participating in phone calls to discuss litigation and
19 settlement strategy; assisting with the litigation of this matter; locating witnesses and documents;
20 assisting attorneys in mediation and preparation for mediation; and reviewing the settlement
21 documents. Plaintiff agreed to participate in this case with no guarantee of personal benefit.
22 Plaintiff's comprehensive declaration setting forth all of the reasons why they believe that the
23 Service Awards should be approved has been filed herewith.

24 26. When this case was taken on a contingency fee basis, with our firm agreeing to
25 assume responsibility for all litigation costs, the ultimate result was far from certain. In the course
26 of this litigation, we paid all costs including the filing fees, court costs, research/database fees,
27 mediation costs, and expert costs. There was never a guarantee that our firms would recoup these
28 expenditures.

1 27. It is our experience that attorneys' fee awards of one-third of a common fund
2 settlement are the standard in California. Defendant does not oppose this fee request. The fee is
3 further warranted because it is within the range of reasonableness typically awarded in class actions.
4 Our collective costs as Class Counsel will not exceed \$20,000 and will be based on the actual amount
5 incurred at the time of final approval.

6 28. For the foregoing reasons, it is respectfully requested that the Court grant preliminary
7 approval of the Settlement as being fair, reasonable, and in the best interests of the Settlement Class,
8 as well as preliminarily approve the requested attorneys' fees and costs, and service awards to the
9 Class Representatives.

10 **Plaintiff's Counsel Is Experienced in Wage and Hour Litigation**

11 29. I am an attorney at law licensed to practice before the Courts of the State of
12 California and before this Court.

13 30. In 1993, I graduated from the University of California, Los Angeles with a Bachelor
14 of Arts Degree. Following graduation, I attended Whittier Law School. In 1996, while a full-time
15 law student, I was also a full-time Judicial Extern for the Honorable Consuelo B. Marshall, United
16 States District Court, Central District. After approximately five months of service for Judge
17 Marshall, I became a full-time extern for the United States Attorney's Office, Central District of
18 California. My externship lasted for approximately five months. Thereafter, in 1997, I graduated
19 from Whittier Law School. The same year, I was admitted to practice law in the State of California.

20 31. From 1997-2007, I was a named partner at Hawkins & Sofonio, a law firm based out
21 of Irvine, California. At Hawkins & Sofonio, I pioneered the employment department litigating
22 plaintiff related employment issues such as: Wrongful Termination, Age Discrimination, Disability,
23 Wage and Hour and Sexual Harassment claims. Through the success and experience I obtained
24 litigating employment related matters, I commenced the Wage and Hour division of our
25 employment department in 2002. Since then, I have spent the vast majority of my practice litigating
26 wage and hour class actions.

27 32. In 2007, I incorporated my wage and hour class action practice as James Hawkins
28 APLC. Since its inception, this law firm has been exclusively involved in class action and complex

1 litigation. In 2009, I opened an additional office in Miami, Florida, prosecuting wage and hour class
2 actions. I have been lead or co-lead counsel in all of the cases listed below.

3 33. I have a great deal of experience in wage and hour class action litigation. I have been
4 certified and approved as class counsel in many other wage/hour class actions, and I am currently
5 litigating numerous others before this Court and others. Although not an all-inclusive list, over the
6 years I have prosecuted the following class action matters as lead and/or co-lead counsel, all of which
7 implicated similar law and facts to those associated with this Action:

- 8 a. *Mojica v. Compass Group, Inc., et. al.* USDC Central District, Case No. 8:13-cv-
9 01754. Wage and Hour Class Action case seeking past wages for meal and rest
10 break violations for production workers in the State of California. Plaintiff's
11 Counsel preliminarily appointed as Class Counsel. Case settled. Final approval
12 granted, and funds fully disbursed.
- 13 b. *Dao v. 3M Company, et al.* USDC, CENTRAL DISTRICT, Case No. CV-08-
14 04554. Wage and Hour Class Action case seeking past wages for "off the clock",
15 overtime and meal and rest break violations for production workers in the State of
16 California. Plaintiff's Counsel appointed as Lead Counsel. Case settled, Final
17 Approval granted, no objections and funds fully distributed.
- 18 c. *Ortiz v. Kmart*, USDC, CENTRAL DISTRICT, Case No. SACV 06-638 ODW.
19 Wage and Hour Class Action case seeking past wages for meal and rest period
20 violations for retail employees in the State of California. Plaintiff's counsel
21 appointed co-lead counsel. Case settled, Final Approval granted, no objections and
22 funds fully distributed.
- 23 d. *Morgan v. Aramark Campus, LLC*, USDC, CENTRAL DISTRICT, Case No.
24 SACV08-00412. Wage and Hour Class Action case seeking past wages for meal
25 and rest period violations for retail employees in the State of California. Plaintiff's
26 Counsel appointed as Lead Counsel. Case settled, Final Approval granted, no
27 objections and funds fully distributed.
- 28

- 1 e. *West v Iron Mountain Information Management, Inc, et. al.*; Los Angeles County
2 Superior Court, Case No. BC393709. Wage and Hour Class Action seeking past
3 wages for overtime, meal and rest break violations for driver employees in the
4 State of California. Stipulation for “binding arbitration.” Arbitration Award for
5 Plaintiff Class. Arbitration Award confirmed. Plaintiff’s counsel lead trial counsel
6 and class counsel.
- 7 f. *Gonzalez v. Superior Industries International, Inc., et al.*, Los Angeles County
8 Superior Court, Case No. BC 357912. Wage and Hour Class Action seeking past
9 wages for overtime, meal and rest breaks violations for production employees in
10 the State of California. Plaintiff’s counsel appointed as lead counsel. Case settled,
11 Final Approval granted, no objections and funds fully distributed.
- 12 g. *Acosta v. Fleetwood Travel Trailers of California, Inc., et al.*, Riverside County
13 Superior Court, Case No. RIC 440630. Wage and Hour Class Action seeking past
14 wages for overtime, meal and rest break violations for production employees in the
15 State of California. Plaintiff’s counsel appointed as co-lead counsel. Case settled,
16 Final Approval granted, no objections and funds fully distributed.
- 17 h. *Walker v. Sharkeez, et al.*, Orange County Superior Court, Case No. 05CC00293.
18 Wage and Hour Class Action seeking past wages for unlawful deductions, meal
19 and rest break violations for restaurant employees in the State of California.
20 Plaintiff’s counsel appointed as lead counsel. Case settled. Final Approval granted
21 and funds fully distributed.
- 22 i. *Padron v. Universal Protection Service, et al*, Orange County Superior Court, Case
23 No. 05CC00013. Wage and Hour Class Action seeking past wages for overtime,
24 meal and rest break violations for security officers in the State of California.
25 Plaintiff’s counsel appointed as co-lead counsel. Case settled, Final Approval
26 granted, no objections and funds fully distributed.
- 27 j. *Martinez v. Securitas Security Services USA, et al.*, Santa Clara Superior Court,
28 Case No. 105-CV047499, et al. J.C.C.P. No. 4460. Wage and Hour Class Action

1 seeking past wages for meal and rest break violations for security officers
2 employed by defendant in the State of California. Plaintiff's counsel and co-
3 counsel. Case settled, Final Approval granted and funds fully distributed.

- 4 k. *Velasquez-Lopez v. Hotel Cleaning Services, Inc. et al.*, Riverside Superior Court,
5 Case No. RIC 420909. Wage and Hour Class Action seeking past wages for
6 overtime, meal and rest break violations for housekeepers employed by defendant
7 in the State of California. Plaintiff's counsel appointed as lead counsel. Case
8 settled, Final Approval granted, no objections and funds fully distributed.
- 9 l. *Ruiz, et al. v. Unisource Worldwide, Inc., et al.*, USDC, CENTRAL DISTRICT,
10 Case No. CV09-05848. Wage and Hour Class Action seeking past wages for meal
11 and rest period violations for non-exempt employees employed by defendant in the
12 state of California. Case settled. Awaiting Preliminary Approval hearing. Plaintiff
13 has petitioned the Court for Lead Counsel.
- 14 m. *Herrador v. Culligan International Company, et al.*, USDC, CENTRAL
15 DISTRICT, Case No. SACV 08-680. Wage and Hour Class Action seeking past
16 wages for field and branch employees of defendant in the State of California.
17 Plaintiff's counsel appointed as lead counsel. Case settled and awaiting Final
18 Approval.
- 19 n. *Defries v. Domain Restaurants, et al.*, Orange County Superior Court, Case No.
20 05CC00128. Wage and Hour Class Action seeking past wages for restaurant
21 employees of defendant in the State of California. Plaintiff's counsel appointed as
22 lead counsel. Case settled, Final Approval granted, no objections and funds fully
23 distributed.
- 24 o. *Denton v. BLB Enterprises, Inc., et al.*, Orange County Superior Court, Case No.
25 07CC01292. Wage and Hour Class Action seeking unpaid overtime, meal and rest
26 break violations for security guards employed by defendant in the State of
27 California. Plaintiff's counsel appointed as lead counsel. Case settled, Final
28 Approval granted, no objections and funds fully distributed.

- 1 p. *Rios v. Sandberg Furniture Manufacturing Co., Inc, et al.*, Los Angeles Superior
2 Court, Case No. BC411477. Wage and Hour Class Action seeking unpaid meal
3 and rest break violations for production employees employed by defendant in the
4 State of California. Plaintiff counsel appointed as lead counsel. Case settled, Final
5 Approval granted, no objections and funds fully distributed.
- 6 q. *McMurray v. Dave and Busters, Inc., et al.*, Orange County Superior Court, Case
7 No. 06CC00099. Wage and Hour Class Action seeking past wages for meal and
8 rest break violations for restaurant employees employed by defendant in the State
9 of California. Plaintiff's counsel appointed as co-lead counsel. Case settled, Final
10 Approval granted, no objections and funds fully distributed.
- 11 r. *Osuna v. DFG Restaurants, Inc., et al.*, Los Angeles Superior Court, Case No. BC
12 330145. Wage and Hour Class Action seeking past wages of overtime for mis-
13 classification of managers employed by Defendant, DBA Carl's Jrs. in the State of
14 California. Plaintiff's counsel appointed as co-lead counsel. Case settled, Final
15 Approval granted, no objections and funds fully distributed.
- 16 s. *Burns v. Gymboree Operations, Inc., et al.*, San Francisco Superior Court, Case No.
17 CGC-07-461612. Wage and Hour Class Action seeking past wages for meal and
18 rest break violations for retail employees employed by defendant in the State of
19 California. Plaintiff's counsel appointed lead counsel. Case settled, Final
20 Approval granted, no objections and funds fully distributed.
- 21 t. *Willems v. Diedrich Coffee, Inc., et al.*, Orange County Superior Court, Case No.
22 07CC00015. Wage and Hour Class Action seeking past wages of overtime for
23 mis-classification of managers employed by Defendant in the State of California.
24 Plaintiff's counsel appointed lead counsel. Case settled, Final Approval granted,
25 no objections and funds fully distributed.
- 26 u. *Davila, et al. v. Beckman Coulter, Inc., et al.*, Orange County Superior Court, Case
27 No. 07CC01347. Wage and Hour Class Action seeking past wages for overtime,
28 meal and rest break violations for production workers employed by defendant in

1 the State of California. Plaintiff's counsel appointed lead counsel. Case settled,
2 Final Approval granted, no objections and funds fully distributed.

- 3 v. *Perez v. Naked Juice Company of Glendora, Inc.*, Los Angeles Superior Court,
4 Case No. BC387088. Wage and Hour Class Action seeking past wages for
5 overtime, meal and rest period violations for production employees employed by
6 defendant in the State of California. Plaintiff counsel appointed as lead counsel.
7 Case settled. Final Approval granted, no objections and funds fully distributed.
- 8 w. *Coordination Proceeding Special Title [Rule 1550(b)] Wackenhut Wage and Hour*
9 *Cases*, Los Angeles Superior Court, Case No. JCCP 4545. Wage and Hour Class
10 Action seeking past wages for overtime, meal and rest period violations for security
11 guards employed by defendant in the State of California. Certification granted.
12 Plaintiff's counsel appointed as co-lead counsel. Writ taken. Court stays action
13 pending Appellate Court ruling. Court lifts stay.
- 14 x. *Placencia v. Amcor Packaging Distribution, Inc.*, Orange County Superior Court,
15 Case No. 30-2013-00694012-CU-OE-CXC. Wage and Hour Class Action seeking
16 past wages for overtime, meal and rest period violations, and penalties on behalf of
17 non-exempt production, maintenance, shipping, and receiving employees employed
18 by Defendant in California. Plaintiff counsel appointed as lead counsel. Case
19 settled. Final Approval granted, no objections and funds fully distributed.
- 20 y. *Trani v. Lisi Aerospace, et al.*, Los Angeles Superior Court, Case No. BC495527.
21 Wage and Hour Class Action seeking past wages for overtime, meal and rest period
22 violations, and penalties on behalf of non-exempt manufacturing employees
23 employed by Defendant in California. Plaintiff counsel appointed as lead counsel.
24 Case settled. Final Approval granted, no objections and funds fully distributed.
- 25 z. *Galvan v. Goodwin Co.*, Orange County Superior Court, Case No. 30-2013-
26 00637062-CU-OE-CXC, Wage and Hour Class Action seeking past wages for meal
27 period violations, and non-compliant wage statements on behalf of non-exempt
28 production employees employed by Defendant in California. Plaintiff counsel

1 appointed as lead counsel. Case settled. Final Approval granted, no objections and
2 funds fully distributed.

3 aa. *Reyes v. Bristol Fiberlite*, Orange County Superior Court, Case No. 30-2013-
4 00653425-CU-OE-CXC. Wage and Hour Class Action seeking past wages for
5 overtime, meal and rest period violations, inaccurate wage statements, and
6 penalties on behalf of non-exempt employees employed by Defendant in
7 California. Plaintiff counsel appointed as lead counsel. Case settled. Final
8 Approval granted, no objections and funds fully distributed.

9 bb. *Gutierrez v. HMT Tank*, USDC Central Dist., Case No. CV14-1967-CAS(MANx).
10 Wage and Hour Class Action seeking past wages for meal and rest period
11 violations, failure to indemnify necessary expenses, inaccurate wage statements,
12 and penalties on behalf of non-exempt employees working in positions related to
13 servicing, refabricating and repairing storage tanks employed by Defendant in
14 California. Plaintiff counsel appointed as lead counsel. Case settled. Final
15 Approval granted, no objections and funds fully distributed.

16 cc. *Williams v. Il Fornaio America Corp.*, Sacramento County, Case No. 34-2011-
17 0009616. Wage and Hour Class Action seeking past wages for overtime, meal and
18 rest period violations, reimbursements, and penalties on behalf of non-exempt
19 restaurant employees employed by Defendant in California. Plaintiff counsel
20 appointed as lead counsel. Case settled. Final Approval granted, and funds fully
21 distributed.

22 dd. *Aguilar v. 7-Eleven, Inc.*, Orange County, Case No. 30-2009-002687141-CU-OE-
23 CXC. Wage and Hour Class Action seeking past wages for overtime, meal and rest
24 period violations, and penalties on behalf of non-exempt retail clerks employed by
25 Defendant in California. Plaintiff counsel appointed as lead counsel. Case settled.
26 Final Approval granted, no objections and funds fully distributed.

27 ee. *Madrigal v. Huntington Beach Market Broiler, Inc.*, Orange County, Case No. 30-
28 2012-00611260. Wage and Hour Class Action seeking past wages for overtime,

meal and rest period violations, reimbursements, and penalties on behalf of non-exempt employees employed by Defendant in California. Plaintiff counsel appointed as lead counsel. Case settled. Final Approval granted, no objections and funds fully distributed.

ff. *Vang v. Jazz Semiconductor, Inc.*, Orange County, Case no. 30-2011-00460278. Wage and Hour Class Action seeking past wages for overtime, meal and rest period violations, reimbursements, and penalties on behalf of non-exempt production workers employed by Defendant in California. Plaintiff counsel appointed as lead counsel. Case settled. Final Approval granted, no objections and funds fully distributed.

gg. *Cano v. Financial Statement Services, Inc.*, Orange County, Case No. 30-2013-00653349-CU-OE-CXC.

hh. *Gonzalez v. Quality Aluminum Force, LLC*, Orange County, Case No. 30-2015-00817941-CU-OE-CXC.

ii. *Smith v. Space Exploration Technologies Corp.*, Los Angeles County Case No. BC554258.

jj. *Madrigal v. Balda C Brewer, Inc.*, Orange County Case No. 30-2015-00820218-CU-OE-CXC.

kk. *Mendez v. Liberty Glass Fabricators, Inc.*, Riverside County Case No. RIC 1800119.

ll. *Attia v. Neiman Marcus Group, Inc.*, United States District Court for the Central District of California Case No. 8:16-cv-001504-DOC-FFM

mm. *Vigueras v. Red Robin*, United States District Court for the Central District of California Case No. 8:17-cv-1422-JVS-DFM.

nn. *Payne v. Marriott Ownership Resorts, Inc.*, San Diego County Case No. 37-2018-00015175-CU-OE-CTL.

1 34. In sum, my firm has been lead or co-lead counsel in hundreds of cases since its
2 inception. We have recovered hundreds of millions of dollars for employees in the State of
3 California and millions for the State as well through PAGA.

4 35. Our firm has served as class counsel in a number of significant wage and hour
5 settlements. Of particular note, in 2019, our firm was co-lead counsel in securing the largest
6 wage and hour class action settlement in California history at \$130,000,000.00. During this case,
7 plaintiffs appealed a decertification order. This case involved several appeals. The appellate
8 record amassed an extensive appellate record comprising a 23-volume joint appendix, a three-
9 volume reporters' transcript, five briefs, four letter briefs, two motions for judicial notice, a
10 motion to augment the record, and several additional letters informing the appellate court of new
11 legal authority issued after *Dukes*. The matter was argued to and submitted by the Court of
12 Appeal on September 15, 2016, and on November 21, 2016, the decertification order was
13 reversed and the case was remanded for further proceedings. (*Lubin v. The Wackenhut*
14 *Corporation* ("Lubin"), 5 Cal. App. 5th 960 (2016)). Wackenhut filed a petition for review of the
15 Court of Appeal decision to the California Supreme Court. The Supreme Court denied
16 Wackenhut's petition for review of *Lubin*. The Court of Appeal issued remittitur on April 10,
17 2017. Eventually through more litigation, the parties were able to secure the \$130 million
18 settlement that was approved on October 21, 2019 by Judge Highberger in the Los Angeles
19 Superior Court.

20 36. Additionally, in early 2020, our firm served as lead counsel in a class action jury
21 trial in the Central District of California involving the class and PAGA representative claims of
22 over 23,000 employees which successfully resolved in the midst of trial for \$8,500,000.00.

23 37. Our firm has settled many high-stakes class and representative actions. Hawkins'
24 settlements have directly compensated hundreds of thousands of California workers and
25 consumers. Hawkins' actions have also forced employers to modify their policies for the benefit
26 of employees including changing the compensation structure for certain employees and changing
27 practices to ensure that workers will be able to take timely rest and meal breaks. A leader in
28

1 prosecuting class and PAGA enforcement actions, Hawkins has secured millions of dollars for
2 workers and in civil penalties for the State of California.

3 38. Based on our experience, demonstrated competence, resources to prosecute the
4 claims at issue and reputation among our colleagues in the both the defense and plaintiffs' bar, I
5 respectfully submit our firm's experience in the field of wage and hour cases provides us the
6 ability to prosecute claims swiftly and often times without the need for protracted litigation.
7 Although, as demonstrated in the *Wackenhut* cases, we do not give up fighting for class members
8 when challenged and necessary.

9 39. Class certification will be vastly superior to litigation of numerous individual
10 claims because most of the claims are too small to litigate outside of the class context.

11 40. Further, based on our experience, we consider ourselves experienced and qualified
12 to evaluate the claims and viability of the defenses. Based on the history of this case and given our
13 firm's extensive experience as class and representative action employment and wage and hour
14 litigators, it is our view that the Settlement is fair, reasonable, and adequate, and in the best
15 interest of the Class.

16
17 I declare under penalty of perjury that the foregoing is true and correct.

18
19 Executed on this 9th day of November, 2023 at Irvine, California.

20
21 
22 _____
23 James R. Hawkins, Esq.

EXHIBIT 3

JAMES HAWKINS APLC

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

Filed - 01/02/2024

Electronically filed by Superior Court of California

County of Placer on 01/02/2024

Jake Chatters, Clerk of the Court

By A. Nichols Deputy Clerk

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,

Case No. S-CV-0044686

Assigned for All Purposes to:

Hon. ~~Garen Horst~~ Michael W. Jones

Dept.: ~~42~~ 3

Plaintiff,

v.

**~~[PROPOSED]~~ ORDER GRANTING
PRELIMINARY APPROVAL AND
JUDGEMENT THEREON**

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

Defendants.

1 This matter, having come before the Honorable ~~Caren Horst~~ of the Superior Court of the
2 State of California, in and for the County of Placer, on December 7, 2023, for the motion by Plaintiff
3 Kevin Harris (“Plaintiff”) for Preliminary Approval of Joint Stipulation of Class Action and PAGA
4 Settlement that resolves all claims alleged by Plaintiff and the Class against Defendant McKesson
5 Medical-Surgical, Inc. (“Defendant”) (collectively referred to herein as “Parties”). The Court,
6 having considered the briefs, argument of counsel and all matters presented to the Court, and good
7 cause appearing, hereby GRANTS Plaintiff’s Motion for Preliminary Approval of the joint
8 Stipulation of Class Action and PAGA Settlement.

9 IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

10 1. The Court preliminarily approves of the Joint Stipulation of Class Action and PAGA
11 Settlement (“Settlement”) upon the terms and conditions set forth in the Settlement, which is
12 attached as Exhibit 1 to the Declaration of James R. Hawkins in Support of Plaintiff’s Motion for
13 Preliminary Approval of Joint Stipulation of Class Action and PAGA Settlement. This is based on
14 the Court’s determination that the Settlement is within the range of possible final approval, pursuant
15 to the provisions of Section 382 of the California Code of Civil Procedure and California Rules of
16 Court, rule 3.769.

17 2. For purposes of this Preliminary Approval Order and Judgement (“Order”), the Court
18 hereby adopts and incorporates all definitions set forth in the Settlement.

19 3. The Court preliminarily finds that the Settlement is the product of informed, non-
20 collusive negotiations conducted at arms’ length by the Parties. The Court has considered the
21 alleged merit of Plaintiff’s claims, Defendant’s potential liability, the allocation of Settlement
22 proceeds among Class Members and PAGA Employees, and the fact that the Settlement represents a
23 compromise of the Parties’ respective positions. The Court therefore preliminarily finds that the
24 Settlement is fair, adequate, and reasonable when balanced against the probable outcome of further
25 litigation and the significant risks related to certification, liability, and damages issues, subject to
26 further consideration at the Final Fairness and Approval Hearing described below.

27 1. Solely for the purpose of settlement in accordance with the Settlement, the Court finds
28 that the requirements for certification under section 382 of the California Code of Civil Procedure

1 and other laws applicable to preliminary settlement approval of class actions have been satisfied, and
2 the Court hereby certifies, for settlement purposes only, the following Class (the “Class”): all current
3 and former non-exempt employees of Defendant in the State of California who hold/held delivery
4 driver positions from April 3, 2016 to January 27, 2023 (the “Class Period”).

5 4. Pursuant to the Settlement, and for settlement purposes only, the Court further finds
6 as to the Class that:

- 7 a. The Class is so numerous that joinder of all members is impracticable;
- 8 b. There are questions of law or fact common to the Class which predominate
9 over the questions affecting only individual members;
- 10 c. The claims of the Class Representative is typical of the claims of the Class
11 that the Class Representative seeks to certify;
- 12 d. The Class Representative, Plaintiff Kevin Harris, will fairly and adequately
13 protect the interests of the Class is, therefore, appointed as the representative
14 of the Class;
- 15 e. Class Counsel, James R. Hawkins and Christina M. Lucio of James Hawkins
16 APLC will fairly and adequately protect the interests of the Class and are
17 qualified to represent the Class and are, therefore, appointed as attorneys for
18 the Class for purposes of settlement only; and
- 19 f. Certification of the Class is superior to other available methods for fair and
20 efficient adjudication of the controversy.

21 5. PAGA Employees are defined as all current and former non-exempt employees of
22 Defendant in the State of California who hold/held delivery driver positions from April 3, 2019 to
23 January 27, 2023 (the “PAGA Period”).

24 6. ILYM Group, Inc. is hereby appointed to serve as the Settlement Administrator. The
25 Settlement Administrator will administer the applicable provisions of the Settlement, will include,
26 *inter alia*: (i) printing and mailing and re-mailing (if necessary) of Notices of Class Action and
27 PAGA Settlement to Class Members and PAGA Employees and receiving Requests for Exclusion
28 and Objections from Class Members; (ii) preparing and submitting to Settlement Class Members,

1 PAGA Employees, and government entities all appropriate tax filings and forms; (iii) computing the
2 amount of and distributing Individual Settlement Payments, Class Representative Service Payment,
3 and Class Counsel Attorneys' Fees, Costs and Expenses; (iv) processing and validating disputes
4 concerning the calculation of Individual Settlement Payments; (v) establishing a Qualified
5 Settlement Fund, as defined by the Internal Revenue Code; and (vi) calculating and remitting to the
6 appropriate government agencies all employer and employee payroll tax obligations arising from the
7 Settlement and preparing and submitting filings required by law in connection with the payments
8 required by the Settlement; (vii) performing a National Change of Address (NCOA) search and a
9 skip trace in order to obtain the best possible address for Class Members and PAGA Employees; and
10 (viii) providing necessary reports and declarations, as requested by the Parties.

11 7. Pursuant to the terms of the Settlement, Defendant is hereby directed to prepare and
12 provide the Class and PAGA Data to the Settlement Administrator within twenty-one (21) days of
13 entry of this Order.

14 8. Pursuant to the terms of the Settlement, ILYM Group, Inc. is hereby directed to mail
15 the Notice of Class Action and PAGA Settlement ("Notice") to all Class Members and PAGA
16 Employees via first-class regular U.S. Mail within fourteen (14) days of receiving the Class and
17 PAGA Data from Defendant.

18 9. The Court approves as to form and content the Notice attached as Exhibit 2 to the
19 Declaration of James R. Hawkins. The Court finds that the Notice appears to inform the Class and
20 PAGA Employees fully and accurately of all material elements of the proposed Settlement, of the
21 Class Members' right to be excluded from the Class by submitting a written Opt-Out request, and of
22 each Class Member's right and opportunity to object to the Settlement. The Court further finds that
23 the distribution of the Notice in the manner and form set forth in the Settlement and this Order meets
24 the requirements of due process, is the best notice practicable under the circumstances, and
25 constitutes valid, due and sufficient notice to all members of the Class and PAGA Employees
26 entitled thereto. The Court orders the mailing of the Notice by first class mail, pursuant to the terms
27 set forth in the Settlement.

28 10. The Court hereby preliminarily approves the proposed procedure for exclusion from

1 the Settlement. Any Class Member may request to be excluded from the Class and the release of
2 Released Class Claims by submitting a written Request for Exclusion in accordance with Section
3 C.5 of the Settlement. Any such Request for Exclusion will be timely only if postmarked, emailed,
4 or faxed to the Settlement Administrator within the Response Deadline. Any Class Member, who
5 submits a completed, signed, and timely written Request for Exclusion shall no longer be a member
6 of the Class, shall be barred from participating in this Settlement, shall be barred from objecting to
7 this Settlement, and shall receive no benefit from this Settlement, except that Class Members who
8 are PAGA Employees will still receive their Individual PAGA Payments and will release the
9 Released PAGA Claims. Class Members shall be bound by this Settlement and shall release all
10 Released Class Claims unless they submit a completed, signed, and timely Request for Exclusion. If
11 they submit a valid Request for Exclusion, they will still be bound by the release of the Released
12 PAGA Claims.

13 11. Any Class Member wishing to object to this Settlement may submit a written
14 objection or appear at the Final Fairness and Approval Hearing in person or through counsel of their
15 choice following the procedure set forth in the Notice and prescribed by Section C.5 of the
16 Settlement. Any Class Member who wishes to submit a written Objection to the Agreement must
17 submit their objection on or before the Response Deadline.

18 12. Any Class Member who has submitted such written objections may, but is not
19 required to, appear in person, or through counsel, at the Final Fairness and Approval Hearing and
20 object to the approval of the Settlement or the award of attorneys' fees and reimbursement of
21 expenses to counsel. Any written objections submitted by Class Members shall be turned over to
22 Class Counsel, who shall then file the objections and any response thereto with the Court. The
23 Parties may file any response to the objections submitted by objecting Class Members, if any,
24 no later than three (3) Court days prior to the Final Fairness and Approval Hearing, or on another
25 date set by the Court. Any Class Member who has not opted out may appear at the final approval
26 hearing and may object or express the Class Member's views regarding the Settlement, and may
27 present evidence and file briefs or other papers that may be proper and relevant to the issues to be
28 heard and determined by the Court as provided in the Notice.

1 13. Any Class Member who does not make their objection(s) in the manner so provided
2 herein and in the Notice shall be deemed to have waived such objection(s) and shall forever be
3 foreclosed from making any objection(s) to the fairness or adequacy of the proposed Settlement as
4 incorporated in the Joint Stipulation of Class Action and PAGA Settlement and the award of
5 attorneys' fees and reimbursement of expenses to counsel and the right to appeal any orders that are
6 entered relating thereto, unless otherwise ordered by the Court.

7 14. The Final Fairness and Approval Hearing shall be held on June 27, 2024,
8 8:30 a.m. in Department 3 located at the Historic Auburn Courthouse.
~~2023 at 8:30 a.m. / p.m., before the Honorable Caren Horst, in Department 42 in the Superior~~
~~9 Court of California, Placer County, in the Hon. Howard G. Gibson Courthouse located at 10820~~
~~10 Justice Center Drive, Roseville, CA 95678.~~ At that time, the Court shall determine: (a) whether the
11 proposed settlement of the Action on the terms and conditions provided for in the Settlement is fair,
12 just, reasonable and adequate and should be finally approved; (b) whether judgment as provided in
13 the Settlement should be entered herein; (c) whether to approve Class Counsel's application for an
14 award of attorneys' fees and costs, and any Class Representative Service Payment to Plaintiff; and
15 (d) to hear any timely objections to the Settlement.

16 15. The Motion for Final Approval, and any motion or application for an award of
17 attorney's fees, costs, and any Class Representative Service Payment to Plaintiff must be filed and
18 served by pursuant to statutory timelines.

19 16. The Court reserves the right to adjourn the date of the Final Fairness and Approval
20 Hearing and any adjournment thereof without further notice to the Class Members and PAGA
21 Employees, and retains jurisdiction to consider all further applications arising out of or connected
22 with the Settlement. The Court may approve the Settlement, with such modifications as may be
23 agreed to by the Parties to the Settlement, if appropriate, without further notice to the Class or
24 PAGA Employees.

25 17. Pending further order of this Court, all proceedings in this matter except those
26 contemplated herein and in the Agreement are stayed and suspended until further order of this Court.

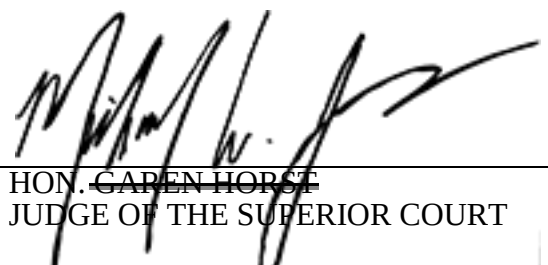
27 18. The Court recognizes that certification under this Order is for settlement purposes
28 only, and shall not constitute or be construed as a finding by the Court, or an admission on the part

1 of Defendant or any of the Released Parties, of any fault or omission with respect to any claim or
2 that this Action is appropriate for class or representative treatment for litigation purposes. The Court
3 recognizes that Defendant has denied the allegations asserted in the Action and denied liability.
4 Entry of this Order is without prejudice to the rights of Defendant or any of the Released Parties to
5 oppose class certification in this Action should the proposed Settlement not be granted final
6 approval.

7 19. If for any reason the Court does not execute and file a Final Order and Judgment, or if
8 the Effective Date of the settlement, as defined in the Settlement, does not occur for any reason
9 whatsoever, the Settlement and the proposed settlement that is the subject of this Order, and all
10 evidence and proceedings had in connections therewith, shall be without prejudice to the *status quo*
11 *ante* rights of the Parties to the litigation, as more specifically set forth in the Settlement.

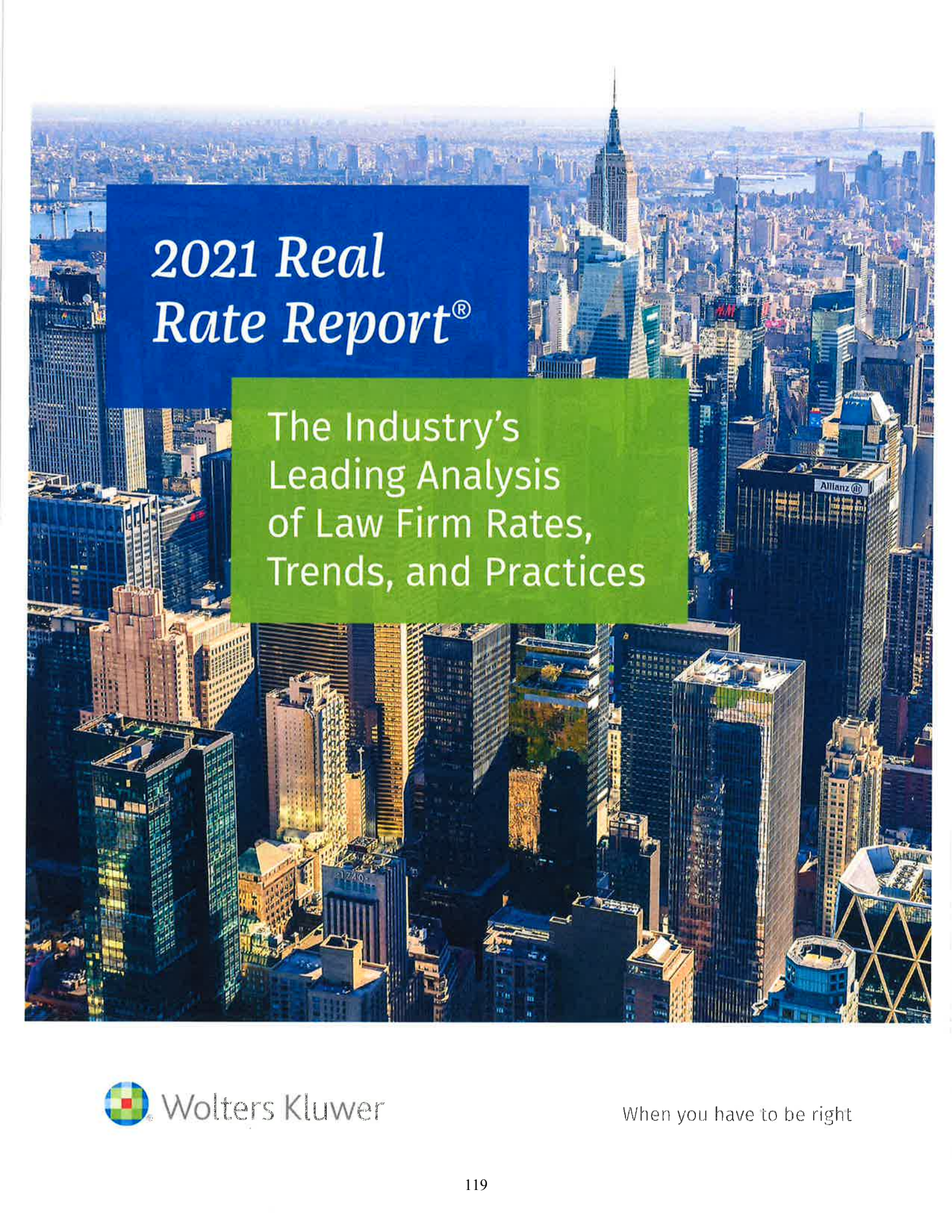
12
13 **IT IS SO ORDERED.**

14
15 DATED: January 2, 2024, 2023

16 
HON. GADEN HORST
JUDGE OF THE SUPERIOR COURT

17
18 Michael W. Jones
19
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EXHIBIT 4

An aerial photograph of the New York City skyline, featuring numerous skyscrapers and the Empire State Building prominently in the background. The image is used as a background for the report cover.

2021 Real Rate Report®

The Industry's
Leading Analysis
of Law Firm Rates,
Trends, and Practices



Wolters Kluwer

When you have to be right

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A Letter to Our Readers

Welcome to the Wolters Kluwer's ELM Solutions Real Rate Report®, the industry's leading data-driven benchmark report for lawyer rates.

Our Real Rate Report has been a relied upon data analytics resource to the legal industry since its inception in 2010 and continues to evolve. The Real Rate Report is powered by Wolters Kluwer's ELM Solutions LegalVIEW® data warehouse, the world's largest source of legal performance benchmark data, which has grown to include over \$150 billion in anonymized legal data.

This year, we launched our LegalVIEW Insights Report series, which explores the emerging trends behind the overall legal spend volatility seen in corporate legal departments. The insights reports coupled with the Real Rate Report are great tools to drive actionable decisions.

The legal services industry relies on internal analytics and the use of external data resources, such as the LegalVIEW® data warehouse, to support legal management strategies. The depth and details of the data in the Real Rate Report enable you to better benchmark and make more informed investment and resourcing decisions for your organization.

As with past Real Rate Reports, all of the data analyzed are from corporations' and law firms' e-billing and time management solutions. We have included lawyer and paralegal rate data filtered by specific practice and sub-practice areas, metropolitan areas, and types of matters to give legal departments and law firms greater ability to pinpoint areas of opportunity. We strive to make the Real Rate Report a valuable and actionable reference tool for legal departments and law firms.

As always, we welcome your comments and suggestions on what information would make this publication more valuable to you. We thank our data contributors for participating in this program. And we thank you for making Wolters Kluwer's ELM Solutions your trusted partner for legal industry domain expertise, data, and analytics and look forward to continuing to provide market-leading, expert solutions that deliver the best business outcomes for collaboration among legal departments and law firms.

Sincerely,



Barry Ader

Vice President, Product Management and Marketing
Wolters Kluwer's ELM Solutions

Report Use Considerations

2021 Real Rate Report

- Examines law firm rates over time
- Identifies rates by location, experience, firm size, areas of expertise, industry, and timekeeper role (i.e., partner, associate, and paralegal)
- Itemizes variables that drive rates up or down

All the analyses included in the report derive from the actual rates charged by law firm professionals as recorded on invoices submitted and approved for payment.

Examining real, approved rate information, along with the ranges of those rates and their changes over time, highlights the role these variables play in driving aggregate legal cost and income. The analyses can energize questions for both corporate clients and law firm principals.

Clients might ask whether they are paying the right amount for different types of legal services, while law firm principals might ask whether they are charging the right amount for legal services and whether to modify their pricing approach.

Some key factors¹ that drive rates²:

Attorney location - Lawyers in urban and major metropolitan areas tend to charge more when compared with lawyers in rural areas or small towns.

Litigation complexity - The cost of representation will be higher if the case is particularly complex or time-consuming; for example, if there are a large number of documents to review, many witnesses to depose, and numerous procedural steps, the case is likely to cost more (regardless of other factors like the lawyer's level of experience).

Years of experience and reputation - A more experienced, higher-profile lawyer is often going to charge more, but absorbing this higher cost at the outset may make more sense than hiring a less expensive lawyer who will likely take time and billable hours to come up to speed on unfamiliar legal and procedural issues.

Overhead - The costs associated with the firm's support network (paralegals, clerks, and assistants), document preparation, consultants, research, and other expenses.

Firm size - The rates can increase if the firm is large and has various timekeeper roles at the firm. For example, the cost to work with an associate or partner at a larger firm will be higher compared to a firm that has one to two associates and a paralegal.

Rates increase in geographic areas with growing population

Additional analysis was performed to examine the impact of geographic location on law firm hourly rates. This report, like previous ones, shows that large, cosmopolitan legal services markets like New York City, San Francisco, and Los Angeles are associated with higher hourly rates. In addition, our analysis reveals a significant spike in hourly rates in areas of the country

¹ David Goguen, J.D., University of San Francisco School of Law (2020) Guide to Legal Services Billing Retrieved from: <https://www.lawyers.com/legal-info/research/guide-to-legal-services-billing-rates.html>

² Source: 2018 RRR. Factor order validated in multiple analyses since 2010

Report Use Considerations

that are currently experiencing high population growth. Significant average rate increases occurred from 2020 to 2021 in many areas, but especially Fresno, California (~15% average rate increase), Greenville, SC (~18%), Miami, FL (~9%), Nashville, TN (~11%), Oklahoma City (~13%), Phoenix, AZ (~10%), and Seattle, WA (~11%) -- all of which have experienced much higher than average population growth in recent years.

The correlation between hourly rates and population growth makes sense. When people and businesses move into an area, it creates a spike in demand for all sorts of goods and services, including legal services. However, it is hard for the supply of legal services to move as quickly as demand because attorneys looking to move into a new geographic area face high switching costs that most will refuse to pay unless they absolutely have to.

First, attorneys looking to take work in a new state have to get licensed there, which takes time and effort and is a distraction that can reduce their current income in the form of the number of hours they are able to bill to clients. Second, despite the rise in remote working, many attorneys looking to establish practices in a new geographic location may have to establish at least some physical presence there, find a new office, new lodging, and potentially uproot their entire family. Third, even if the switching costs of licensure, physically moving, etc. are paid, attorneys may fear yet another switching cost in the form of attrition of their existing clients from their original geographic locale, who may view them as no longer investing in their knowledge of the legal problems and legal solutions that are specific to the original locale.

³ Source: 2020 RRR. Factor order validated in multiple analyses since 2010

Section I: High-Level Data Cuts

Cities

By Matter Type

2021 - Real Rates for Associate and Partner

Trend Analysis - Mean

City	Matter Type	Role	n	First Quartile	Median	Third Quartile	2021	2020	2019
Kansas City MO	Non-Litigation	Associate	95	\$250	\$320	\$385	\$323	\$288	\$278
		Partner	14	\$285	\$350	\$484	\$402	\$445	\$413
Las Vegas NV	Non-Litigation	Partner	19	\$250	\$300	\$445	\$375	\$421	\$480
		Associate	12	\$238	\$323	\$377	\$320	\$282	\$280
Little Rock AR	Non-Litigation	Partner	12	\$215	\$215	\$300	\$267	\$290	\$274
Los Angeles CA	Litigation	Partner	342	\$475	\$715	\$1,042	\$759	\$708	\$694
		Associate	433	\$402	\$602	\$806	\$610	\$583	\$535
Los Angeles CA	Non-Litigation	Partner	559	\$600	\$880	\$1,160	\$894	\$872	\$816
		Associate	761	\$480	\$685	\$895	\$696	\$665	\$620
Louisville KY	Litigation	Partner	18	\$265	\$356	\$405	\$344	\$353	\$338
		Associate	16	\$178	\$200	\$278	\$225	\$227	\$214
Louisville KY	Non-Litigation	Associate	12	\$208	\$215	\$249	\$224	\$230	\$197
		Partner	15	\$244	\$389	\$529	\$421	\$424	\$430
Madison WI	Non-Litigation	Partner	15	\$244	\$389	\$529	\$421	\$424	\$430
Memphis TN	Litigation	Partner	16	\$290	\$415	\$425	\$364	\$355	\$347
		Associate	20	\$298	\$340	\$369	\$345	\$346	\$334
Miami FL	Litigation	Partner	100	\$282	\$475	\$614	\$465	\$473	\$453
		Associate	100	\$282	\$475	\$614	\$465	\$473	\$453

Section I: High-Level Data Cuts

Cities

By Years of Experience

2021 - Real Rates for Associate

Trend Analysis - Mean

City	Years of Experience	n	First Quartile	Median	Third Quartile	2021	2020	2019
Jackson MS	7 or More Years	22	\$55	\$55	\$183	\$124	\$125	\$183
Kansas City MO	3 to Fewer Than 7 Years	26	\$252	\$310	\$349	\$306	\$294	\$292
	7 or More Years	28	\$295	\$325	\$370	\$325	\$283	\$282
Los Angeles CA	Fewer Than 3 Years	70	\$494	\$533	\$622	\$543	\$511	\$413
	3 to Fewer Than 7 Years	128	\$533	\$709	\$821	\$673	\$582	\$510
	7 or More Years	164	\$412	\$565	\$841	\$629	\$604	\$576
Miami FL	3 to Fewer Than 7 Years	14	\$277	\$340	\$408	\$364	\$323	\$323
	7 or More Years	30	\$310	\$475	\$540	\$431	\$429	\$374
Minneapolis MN	3 to Fewer Than 7 Years	23	\$330	\$351	\$462	\$394	\$388	\$355
	7 or More Years	26	\$326	\$448	\$580	\$441	\$397	\$384
Nashville TN	7 or More Years	13	\$245	\$283	\$325	\$287	\$271	\$253
New Orleans LA	3 to Fewer Than 7 Years	13	\$235	\$238	\$280	\$251	\$260	\$248
	7 or More Years	13	\$260	\$340	\$364	\$324	\$326	\$276
New York NY	Fewer Than 3 Years	160	\$440	\$590	\$775	\$629	\$560	\$513
	3 to Fewer Than 7 Years	237	\$412	\$670	\$875	\$681	\$625	\$559

Section I: High-Level Data Cuts

Cities

By Years of Experience

2021 - Real Rates for Partner

Trend Analysis - Mean

City	Years of Experience	n	First Quartile	Median	Third Quartile	2021	2020	2019
Los Angeles CA	Fewer Than 21 Years	173	\$550	\$855	\$1,065	\$815	\$724	\$703
	21 or More Years	332	\$527	\$725	\$1,145	\$844	\$818	\$758
Memphis TN	Fewer Than 21 Years	11	\$283	\$300	\$340	\$317	\$324	\$309
	21 or More Years	17	\$365	\$415	\$425	\$391	\$379	\$370
Miami FL	Fewer Than 21 Years	44	\$408	\$540	\$583	\$503	\$484	\$485
	21 or More Years	99	\$414	\$550	\$750	\$569	\$564	\$532
Milwaukee WI	Fewer Than 21 Years	14	\$306	\$358	\$433	\$373	\$355	\$323
	21 or More Years	26	\$375	\$470	\$545	\$535	\$530	\$431
Minneapolis MN	Fewer Than 21 Years	41	\$400	\$520	\$604	\$513	\$515	\$478
	21 or More Years	82	\$450	\$659	\$789	\$619	\$591	\$579
Nashville TN	Fewer Than 21 Years	27	\$375	\$464	\$495	\$436	\$413	\$374
	21 or More Years	49	\$420	\$470	\$536	\$481	\$472	\$433
New Orleans LA	Fewer Than 21 Years	24	\$275	\$305	\$390	\$346	\$361	\$337
	21 or More Years	40	\$295	\$332	\$412	\$352	\$373	\$369
New York NY	Fewer Than 21 Years	456	\$656	\$1,044	\$1,407	\$1,033	\$987	\$938

Section I: High-Level Data Cuts

Cities

By Role

2021 - Real Rates for Associate and Partner

Trend Analysis - Mean

City	Role	n	First Quartile	Median	Third Quartile	2021	2020	2019
Little Rock AR	Partner	16	\$215	\$250	\$300	\$272	\$287	\$282
Los Angeles CA	Partner	786	\$536	\$822	\$1,101	\$843	\$808	\$766
	Associate	1,110	\$450	\$653	\$860	\$664	\$636	\$587
Louisville KY	Partner	25	\$278	\$355	\$400	\$348	\$363	\$348
	Associate	25	\$180	\$210	\$264	\$224	\$228	\$210
Madison WI	Partner	15	\$241	\$389	\$536	\$419	\$435	\$440
Memphis TN	Partner	30	\$290	\$351	\$415	\$354	\$351	\$342
Miami FL	Partner	226	\$360	\$530	\$675	\$525	\$524	\$516
	Associate	149	\$265	\$361	\$475	\$375	\$381	\$365
Milwaukee WI	Partner	52	\$316	\$390	\$476	\$452	\$450	\$387
	Associate	36	\$270	\$305	\$358	\$316	\$305	\$269
Minneapolis MN	Partner	175	\$419	\$595	\$711	\$578	\$544	\$531
	Associate	137	\$295	\$406	\$521	\$405	\$377	\$376
Nashville TN	Partner	108	\$375	\$468	\$535	\$463	\$457	\$414
	Associate	73	\$252	\$311	\$338	\$305	\$283	\$257

EXHIBIT 5

LAFFEY MATRIX

[History](#)
[Case Law](#)
[See the Matrix](#)
[Contact us](#)
[Home](#)

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375

6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363
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The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* $\frac{1}{2}$ Years Out of Law School $\frac{1}{2}$ is calculated from June 1 of each year, when most law students graduate. $\frac{1}{2}$ 1-3" includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). $\frac{1}{2}$ 4-7" applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier $\frac{1}{2}$ 1-3" from June 1, 1996 until May 31, 1999, would move into tier $\frac{1}{2}$ 4-7" on June 1, 1999, and tier $\frac{1}{2}$ 8-10" on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

EXHIBIT 6

Matter Billing Detail

Report Date: 5/17/2024
Report Time: 10:26AM
Page: 1 of 2
User ID: R. Hawkins

JAMES HAWKINS APLC

Date Range: 01/01/1900 to 05/17/2024

Client: MCKESSON001 - Kevin Harris, Sr.

Matter: MCKESSON003 - McKesson Medical -PAGA- Kevin Harris, Sr.

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
		Balance Forward:	\$0.00						
06/08/2020	CCL	Court Call- FILED- 10/25/21 Placer - OSC - CML	\$94.00		Unbilled				
06/23/2020	FST	First Legal Network- FILED- Complaint, Summons, Civil Case Cover Sheet IN#30131279	\$1,197.50		Unbilled				
07/01/2020	FST	First Legal Network- FILED- Ntc of CMC IN#30133807	\$32.00		Unbilled				
09/22/2020	FST	First Legal Network - Case Management Stmt (e-filed); Plf Obj to New Evidence (e-filed) IN#30141510	\$129.50		Unbilled				
09/25/2020	FST	First Legal Network- Plf Opp, RJN ISO Opp IN#30139041	\$32.00		Unbilled				
10/12/2020	CCL	Court Call- VCourt-Placer Superior 10/30/20-CML	\$94.00		Unbilled				
07/16/2021	FST	First Legal Network- E-FILED- Joint SC Statement: IN#30166121	\$34.25		Unbilled				
08/03/2021	CCL	Court Call- 08.02.21- Placer Superior- Order to Show Cause re Stay- CML	\$94.00		Unbilled				
11/08/2021	CCL	10.25.21 CCL Placer Superior - OSC - CML	\$94.00		Unbilled				
03/18/2022	FST	First Legal Network - E-Filing, document: Other, IN#30192286	\$35.45		Unbilled				
04/01/2022	CCL	Court Call - 04.04.22 Cont OSC re Stay - CML	\$71.00		Unbilled				
07/25/2022	CCL	Court Call - 07.25.22 VCourt re Order to Show Cause	\$71.00		Unbilled				
12/02/2022	FST	First Legal Network - E-Filing - Proof, Service, Declaration IN# 30222171	\$35.45		Unbilled				
12/20/2022	FST	First Legal Network - E-Filing - Document; Other IN# 30224217	\$37.70		Unbilled				
03/03/2023	FST	First Legal Network - E-Filing - Statement IN# 30230586	\$37.70		Unbilled				
07/07/2023	FST	First Legal Network - E-Filing - Statement IN# 30244254	\$37.70		Unbilled				
11/09/2023	FST	First Legal Network - Filing - CMC Statement (2) IN# 30260163	\$119.15		Unbilled				

Matter Billing Detail

JAMES HAWKINS APLC

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
Total:			\$2,246.40	\$0.00					
Balance:			\$2,246.40						
Total Fees Billed-----			\$0.00						
Total Fees Unbilled : -----			\$0.00						
Total Fees Received : -----			\$0.00						
Total Soft Cost Billed : -----			\$0.00						
Total Soft Cost Unbilled : -----			\$0.00						
Total Soft Cost Received : -----			\$0.00						
Total Hard Cost Billed : -----			\$0.00						
Total Hard Cost Unbilled : -----			\$2,246.40						
Total Hard Cost Received : -----			\$0.00						
Total Taxes Billed : -----			\$0.00						
Total Taxes Unbilled : -----			\$0.00						
Total Taxes Received : -----			\$0.00						
Total Late Charges Billed : -----			\$0.00						
Total Late Charges Unbilled: -----			\$0.00						
Total Late Charges Received : -----			\$0.00						
Trust Balance: -----			\$0.00						

Matter Billing Detail

Report Date: 5/17/2024
Report Time: 10:25AM
Page: 1 of 2
User ID: R. Hawkins

JAMES HAWKINS APLC

Date Range: 01/01/1900 to 05/17/2024
Client: MCKESSON001 - Kevin Harris, Sr.
Matter: JRH 3703 - McKesson Medical Surgical- Kevin Harris, Sr.

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
		Balance Forward:	\$0.00						
04/03/2020	FST	First Legal Network - Filing, Complaint, Civil Case Cover Sheet S IN#30127479	\$1,674.64		Unbilled				
06/02/2020	FST	First Legal Network- SERVED- Complaint, Summons, Civil Case Cover Sheet, CMC Scheduled IN#30131279	\$380.67		Unbilled				
08/10/2020	FST	First Legal Network - E-Filing, Notice of Acknowledgement, IN#30136335	\$32.00		Unbilled				
07/09/2021	FST	First Legal Network- E-FILED- Declaration IN#30166121	\$34.25		Unbilled				
07/13/2021	CRT	Court Documents - 12.23.2020 Mtn for Summary Adjudicaiton MPA; 06.21.2021 Ex Parte Application; 05.27.2021 Ruling on Submitted Matter	\$27.50		Unbilled				
08/31/2021	CRT	Court Documents- 09.01.2020- Complaint(wrongful termination of Wilredo Blanco)	\$10.50		Unbilled				
12/15/2021	TRN	Transcript- Depo of Kevin Harris IN#5169608 CK#9670	\$1,540.87		Unbilled				
04/05/2022	MED	Mediation Services - CK# 9897, IN#6121828	\$7,975.00		Unbilled				
06/22/2022	CRT	Court Documents - 06.17.19 Class Complaint (Torrez v. McKesson); 12.03.19 First Amended Complaint (Torrez v. McKesson)	\$24.00		Unbilled				
06/23/2022	FST	First Legal Network - Filing, Prop Intervenor's Ntc of Ex Part Ap IN#30205948	\$284.54		Unbilled				
06/23/2022	FST	First Legal Network- Filing-Branch: Prop Intervenor's Ntc of Ex Part Ap IN#30202789	\$1,917.44		Unbilled				
06/30/2022	EXA	Expert Analysis- IN#6336 CK#10077	\$2,800.00		Unbilled				
07/18/2022	FST	First Legal Network - E-Filing, Response: IN#30205948	\$33.50		Unbilled				
08/26/2022	MED	Mediation Services IN#6276626 CK#10220	\$8,231.25		Unbilled				
02/15/2023	MED	Mediation Services - CK#10606	\$3,390.00		Unbilled				
09/22/2023	FST	First Legal Network - Filing - CMC Statement IN# 30252348	\$37.70		Unbilled				
10/19/2023	FST	First Legal Network - Filing - proposed Stipulation: Order IN#30256289	\$59.70		Unbilled				

JAMES HAWKINS APLC

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
11/09/2023	FST	First Legal Network - Filing - Motion, Oter, Dec, Support IN# 30260163	\$147.45		Unbilled				
11/28/2023	CCL	Court Call-11.20.23- Placer- CMC	\$27.50		Unbilled				
03/07/2024	FST	First Legal Network - Filing - Case management Conference Satement IN# 30275374	\$39.90		Unbilled				
05/17/2024	FIL	Filing Fee - Motion for Final Approval, CourtCall, Supplemental Documents, Order granting Final Approval, Declaration of Administrator regarding Disbursement	\$450.23		Unbilled				
		Total:	<u>\$29,118.64</u>	<u>\$0.00</u>					
		Balance:	<u>\$29,118.64</u>						
Total Fees Billed-----		\$0.00							
Total Fees Unbilled : -----		\$0.00							
Total Fees Received : -----		\$0.00							
Total Soft Cost Billed : -----		\$0.00							
Total Soft Cost Unbilled : -----		\$0.00							
Total Soft Cost Received : -----		\$0.00							
Total Hard Cost Billed : -----		\$0.00							
Total Hard Cost Unbilled : -----		\$29,118.64							
Total Hard Cost Received : -----		\$0.00							
Total Taxes Billed : -----		\$0.00							
Total Taxes Unbilled : -----		\$0.00							
Total Taxes Received : -----		\$0.00							
Total Late Charges Billed : -----		\$0.00							
Total Late Charges Unbilled: -----		\$0.00							
Total Late Charges Received : -----		\$0.00							
Trust Balance: -----		\$0.00							