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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 KEVIN HARRIS IN
SUPPORT OF 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, Kevin Harris, declare as follows:

2 1. The facts set forth herein are true of my own personal knowledge, and if called upon to
3 testify thereto, I could and would competently do so under oath.

4 2. I am the named Plaintiff in this action. On April 2, 2020, I submitted a letter to the
5 California Labor Workforce Development Agency (“LWDA”) alleging that McKesson failed to pay
6 all wages for hours worked (including overtime and minimum wages), failed to authorize and permit
7 rest periods, failed to timely pay wages owed at upon separation from employment, failed to provide
8 accurate itemized wage statements, failed to reimburse business expenses, and violated the Unfair
9 Competition Law. On April 3, 2020, I filed the Class action entitled *Kevin Harris v. McKesson*
10 *Medical-Surgical, Inc.* in Placer County Superior Court Case No. S-CV-0044686, containing the same
11 allegations as the LWDA letter. On June 8, 2020 I filed a related action, *Kevin Harris v. McKesson*
12 *Medical-Surgical, Inc.*, Case No. S-CV-0045007, in Placer County Superior Court, seeking PAGA
13 penalties for the violations alleged in the Class Action. As part of this settlement, I have filed a First
14 Amended Consolidated Complaint, adding the PAGA claims to the initial Class Action.

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

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

5. I understand that, as a Class Representative, I have a duty to look out for and protect the interest of the Class as a whole. I do not believe, nor do I have any reason to believe, that my interests in this lawsuit are in conflict with or in any way antagonistic to the interests of those of my fellow Class Members.

6. As the named Plaintiff in this action, I have provided significant assistance to Plaintiff's Counsel in this case. Among other things, I provided factual background for the two mediations and Complaints; spoke with other potential class members about their experiences working for Defendant; reviewed the Complaints; provided documents about Defendant's compensation plan; participated in phone calls to discuss litigation and settlement strategy; prepared for my deposition; had my deposition taken; made myself available for two full-day mediations; and reviewed the settlement documents. At no time did I ever have a guarantee of any personal benefit as a result of this case. On the contrary, I assumed significant risk in bringing this litigation — namely, had I lost, I could have been ordered to pay Defendant's costs, and my name will be attached to this lawsuit.

7. It is my understanding that based upon my efforts as the named Plaintiff in this action, I am eligible for a Class Representative Service Payment. I respectfully request that the Court grant this award to me in the amount of \$10,000 for my service to the class and efforts in prosecuting this action.

10. I am aware of the major details of the Settlement Agreement including the non-reversionary Gross Settlement Amount (GSA) of \$925,000.00 and the requested deductions therefrom. Even though I strongly believe in the merits of the case that I have brought, I understand that there are no guarantees in litigation and there are significant legal hurdles to overcome to prevail in this action if this case continues to be litigated. Given these risks, I believe the Settlement is fair, adequate, and reasonable and is in the best interest of the Class.

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

Executed on November 9, 2023 in Sacramento, California.

Kevin Harris