

JAMES HAWKINS APLC

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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 CHRISTINA M.
LUCIO 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, Christina M. Lucio, declare as follows:

2 1. I am an individual over the age of 18. I am Of Counsel to the Law Firm of James
3 Hawkins, APLC. James Hawkins APLC are the attorneys of record for Plaintiff KEVIN HARRIS
4 (“Plaintiff” or “Class Representative”), who has filed this Class and PAGA Action on behalf of
5 himself and the proposed settlement class (the “Class”) and/or Aggrieved Employees in the above-
6 captioned matter against Defendant MCKESSON MEDICAL-SURGICAL, INC. (“Defendant” or
7 “McKesson”) (with Plaintiff, the “Parties”). I have personal knowledge of the facts set forth below,
8 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 Preliminary Approval
10 of the Joint Stipulation of Class Action and PAGA Settlement, Approval of Class Notice, Approval
11 of 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.

14 3. Given the realistic value of Plaintiff’s claims as set forth in detail in the concurrently
15 filed Declaration of James R. Hawkins in Support of Plaintiff’s Motion for Preliminary Approval of
16 the Joint Stipulation of Class Action and PAGA Settlement, we respectfully submit that the
17 \$925,000.00 Settlement Amount is an excellent result for the Settlement Class.

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

20 5. The Settlement was the product of extensive arm’s length negotiations between
21 counsel and was facilitated by an experienced wage-and-hour class action mediator Hon. Ronald
22 Sabraw (ret.) over the course of two full-day mediations on June 14, 2022 and December 14, 2022.
23 Though cordial and professional, the Settlement negotiations were adversarial and non-collusive in
24 nature. Though the Parties did not reach an agreement at mediation, the Parties continued
25 negotiations with the assistance of the mediator, and a Mediator’s Proposal was issued on December
26 19, 2022. The Mediator’s Proposal was accepted by the parties and memorialized in a Memorandum
27 of Understanding (“MOU”), which was fully executed on May 22, 2023.

1 6. The Settlement reached is the product of substantial effort by the Parties and their
2 counsel. Although Plaintiff and Class Counsel believed that there was a possibility of certifying the
3 claims, they recognized the potential risk, expense, and complexity posed by litigation, such as
4 unfavorable decisions on class certification, summary judgment, at trial and/or on the damages
5 awarded, and/or on an appeal that can take several more years to litigate. In addition, if Defendant
6 prevailed on any of its defenses, the Settlement Class Members may not have received any
7 substantial monetary recovery.).

8 7. While the Parties dispute whether a class would be appropriate if the litigation were
9 to continue, they agree, for the purposes of this settlement only, that arguably the Class may be
10 subject to common minimum wage, overtime, rest period, wage statement, reimbursement, and final
11 pay policies.

12 8. The Parties dispute whether Plaintiff's claims are typical of the Class for the
13 purposes of any continued litigation of the Action, but agree for the purposes of this settlement
14 only, that Plaintiff asserts claims regarding Defendant's compensation, break, reimbursement,
15 final pay, and wage statement policies that are at the core of the lawsuit.

16 9. Based on our experience in other cases, including wage and hour matters, I believe
17 my co-counsel and I are qualified to evaluate the class claims and viability of defenses in this class
18 action. In this case, the recovery for each Settlement Class Member is reasonable, fair and adequate,
19 and a settlement at this time is in the best interest of the Settlement Class. The Settlement provides
20 each Settlement Class Member with compensation for the alleged violations when viewed in relation
21 to the costs and risks inherent in obtaining class certification and proceeding to trial.

22 10. We fully endorse the terms and conditions of the Settlement as set forth in the
23 abovementioned Settlement Agreement.

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

25 11. In 2003, I graduated magna cum laude from the University of California, Riverside
26 with a Bachelor of Arts Degree. Following graduation, I attended the University of Southern
27 California, Gould School of Law (USC Law School). At various points during law school, I worked
28 with the USC Post-Conviction Justice Project, the Western Center for Disability Rights and the

1 Barrister's Domestic Violence Clinic. During the Summer of 2005, I was a law clerk for the Law
2 Offices of Bruce Austin (Safeco Insurance). In 2007, while a full-time law student, I was also a
3 Judicial Extern for the Honorable Sandra Ikuta, United States Court of Appeals, Ninth Circuit.
4 Thereafter, in 2007, I graduated from the USC Law School. The same year, I was admitted to
5 practice law in the State of California.

6 12. Since I was admitted to practice law, I have litigated a wide variety of matters on
7 both the plaintiff and defense side. Much of my early experience involved the litigation of general
8 business and labor & employment matters on an individual and class-wide basis. I assisted with the
9 representation of both employers and employees in various capacities, and assisted employers on
10 issues related to compliance with employment laws.

11 13. Since 2012, my work has largely been focused on individual employment litigation
12 and complex wage and hour class actions. In my practice as a class action plaintiffs' attorney, I have
13 been involved in litigating, mediating and settling numerous wage and hour class actions dealing
14 with class sizes ranging from several hundred to several thousand class members resulting in
15 settlements ranging from six figures to multimillion dollar settlements.

16 14. Since 2015, I have also been Of Counsel to the law firm of James Hawkins APLC.

17 15. I have successfully litigated over dozens of class and PAGA actions with James
18 Hawkins APLC as one of the counsels of record, including without limitation:

- 19 a. *Smith v. Space Exploration Technologies Corp.*, Los Angeles Superior Court, Case
20 No. BC55429;
- 21 b. *Placencia v. Amcor Packaging Distribution, Inc.*, Orange County Superior Court,
22 Case No. 30-2013-00694012-CU-OE-CXC;
- 23 c. *Trani v. Lisi Aerospace, et al.*, Los Angeles Superior Court, Case No. BC495527;
- 24 d. *Galvan v. Goodwin Co.*, Orange County Superior Court, Case No. 30-2013-
25 00637062-CU-OE-CXC;
- 26 e. *Reyes v. Bristol Fiberlite*, Orange County Superior Court, Case No. 30-2013-
27 00653425-CU-OE-CXC;
- 28 f. *Gutierrez v. HMT Tank*, USDC Central Dist., Case No. CV14-1967-CAS(MANx);

- 1 **g.** *Williams v. Il Fornaio America Corp.*, Sacramento County, 34-2011-0009616;
2 **h.** *Aguilar v. 7-Eleven, Inc.*, Orange County, Case No. 30-2009-002687141-CU-OE-
3 CXC;
4 **i.** *Madrigal v. Huntington Beach Market Broiler, Inc.*, Orange County, Case No. 30-
5 2012-00611260;
6 **j.** *Vang v. Jazz Semiconductor, Inc.*, Orange County, Case no. 30-2011-00460278;
7 **k.** *Vigueras v. Red Robin, Intl.*, C.D. Cal. Case No. 8:17-cv-01422-JVS (DFMx);
8 **l.** *Mendez v. Liberty Glass Fabricators, Inc.*, Riverside County Case No. RIC1800119;
9 **m.** *Aguilar v. LDI Mechanical, Inc.*, Riverside County Case No. RIC1610019.

10 16. I was also lead trial counsel in a federal court jury trial in a wage and hour class
11 action, which resulted in an \$8.5 million settlement. *Vigueras v. Red Robin Int'l*, No. SACV 17-
12 1422 JVS (DFMx), 2020 U.S. Dist. LEXIS 262135 (C.D. Cal. Dec. 2, 2020).

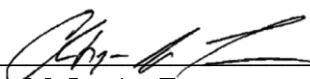
13 17. I am currently litigating at least thirty other wage and hour class and PAGA actions
14 in State and Federal courts in the state of California.

15 18. Based on my experience, I consider myself experienced and qualified to evaluate the
16 claims and viability of the defenses. Based on the history of this case and given our firm's extensive
17 experience as class and representative action employment and wage and hour litigators, it is my
18 view that the settlement is fair, reasonable, and adequate, and in the best interest of the Class.

19 19. I have no conflicts of interest with the Class Representative. I am not related to the
20 Plaintiff. I have not previously represented Defendant in any matter.

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

22 Executed on this 9th day of November, 2023 at Encinitas, California.

23
24 
Christina M. Lucio, Esq.