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7 Attorneys for Plaintiff KEVIN HARRIS,
on behalf of himself and all others similarly situated
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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF PLACER**

12 KEVIN HARRIS, individually, and on behalf
13 of himself and all other similarly situated,

14 Plaintiff,

15 v.

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

19 Defendants.
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Case No. S-CV-0044686

**DECLARATION OF NATHALIE
HERNANDEZ OF ILYM GROUP, INC.,
IN SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

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

Judge: Hon. Michael W. Jones
Dept.: 3

1 I, Nathalie Hernandez, declare as follows:

2 1. I am a resident of the United States of America and am over the age of 18. I am a
3 Case Manager for ILYM Group, Inc., (herein after referred to as “ILYM Group”), the professional
4 settlement services provider who has been retained by the Parties’ Counsel and subsequently
5 appointed by the Court to serve as the Settlement Administrator for the above captioned *Harris v.*
6 *McKesson Medical-Surgical, Inc.*, matter. I am authorized to make this declaration on behalf of
7 ILYM Group and myself. I have personal knowledge of the facts herein, and, if called upon to
8 testify, I could and would testify competently to such facts.

9 2. ILYM Group has extensive experience in administering Class Action Settlements,
10 including direct mail services, database management, claims processing and settlement fund
11 distribution services for Class Actions ranging in size from 26 to 4.5 million Settlement Class
12 Members.

13 3. ILYM Group was engaged by the Parties’ Counsel and subsequently approved and
14 appointed by the Court to provide notification services and settlement administration, pursuant to
15 the terms of the Settlement, in the above referenced Action. Duties performed to-date and to be
16 performed after Final Approval of the Settlement is granted, include: (a) printing and mailing the
17 *Notice of Class Action and PAGA Settlement and Hearing Date for Final Court Approval, Request*
18 *for Exclusion from the Settlement (Opt-Out)*, and *Notice of Objection Form* (collectively referred
19 to as “Notice Packet”); (b) receiving and processing Objection Forms and Opt-out Forms; (c)
20 resolving Settlement Class Members’ disputes over the number of pay periods, Defendants have
21 record of them working during the Class Period, which was pre-printed on their individualized
22 Notice Packet; (d) calculating individual settlement award amounts; (e) processing and mailing
23 settlement award checks; (f) handling tax withholdings as required by the Settlement and the law;
24 (g) preparing, issuing and filing tax returns and other applicable tax forms; (h) handling the
25 distribution of any unclaimed funds pursuant to the terms of the Settlement; and (i) performing
26 other tasks as the Parties mutually agree to and/or the Court orders ILYM Group to perform.

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1 4. On December 12, 2023, ILYM Group received the Court approved text for the
2 Notice Packet from Counsel for Plaintiff. ILYM Group prepared a draft of the formatted Notice
3 Packet, which was approved by the Parties' Counsel prior to mailing.

4 5. On December 28, 2023, ILYM Group received the class data file from Counsel for
5 Defendants, which contained the full name, social security number, last known mailing address,
6 last known telephone number, employment dates, and pay periods for each Settlement Class
7 Member. The data file was uploaded to our database and checked for duplicates and other possible
8 discrepancies. The Class List contained 258 individuals.

9 6. As part of the preparation for mailing, all 258 names and addresses contained in the
10 Class List were then processed against the National Change of Address ("NCOA") database,
11 maintained by the United States Postal Service ("USPS"), for purposes of updating and confirming
12 the mailing addresses of the Settlement Class Members before mailing of the Notice Packet. The
13 NCOA contains requested change of addresses filed with the USPS. To the extent that an updated
14 address was found in the NCOA database, the updated address was used for the mailing of the
15 Notice Packet. To the extent that no updated address was found in the NCOA database, the original
16 address provided by Counsel for Defendants was used for the mailing of the Notice Packet.

17 7. On January 16, 2024, the Notice Packet was mailed, via U.S First Class Mail, to all
18 258 individuals contained in the Class List. Attached hereto, as **Exhibit A**, is a true and correct
19 copy of the mailed Notice Packet.

20 8. As of the date of this declaration, 19 Notice Packets have been returned to our office
21 as undeliverable. Of the 19 returned Notice Packets, 1 was returned with a forwarding address and
22 promptly re-mailed to the forwarding address provided. ILYM Group performed a computerized
23 skip trace on the 18 returned Notice Packets that did not have a forwarding address, in an effort to
24 obtain an updated address for the purpose of re-mailing the Notice Packet. As a result of this skip
25 trace, 14 updated addresses were obtained and the Notice Packet was promptly re-mailed to those
26 Settlement Class Members, via U.S First Class Mail.

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1 9. As of the date of this declaration, a total of 15 Notice Packets have been re-mailed.
2 Specifically, 1 was re-mailed as a result of a forwarding address provided by the USPS, and 14
3 have been re-mailed as a result of ILYM Group's skip tracing efforts.

4 10. As of the date of this declaration, a total of 4 Notice Packets have been deemed
5 undeliverable. Specifically, 4 have been deemed undeliverable as no updated address was found
6 notwithstanding the skip tracing.

7 11. As of the date of this declaration, ILYM Group has not received any requests for
8 exclusion. The deadline to request exclusion from the Settlement was March 1, 2024.

9 12. As of the date of this declaration, ILYM Group has not received any objections to
10 the Settlement. The deadline to file an objection to the Settlement was March 1, 2024.

11 13. As of the date of this declaration, ILYM Group will report a total of 258
12 Participating Class Members, representing 100% of the 258 Settlement Class Members.

13 14. Participating Class Members will receive a proportional share of the Net Settlement
14 Fund through individual settlement payments, based on the number of pay periods worked by Class
15 Members during the Class Period. The Net Settlement Fund is the amount remaining after
16 deduction of the Court-approved payments from the Gross Settlement Fund for Class Counsel Fees
17 and Litigation Costs, the Class Representative Enhancement Award, Settlement Administration
18 Fees to ILYM Group, LWDA and the Aggrieved Employees allocation, e.g.,

19 Gross Settlement Fund	\$ 925,000.00
20 Class Counsel Fees	\$ 308,333.33
21 Class Counsel Litigation Costs	\$ 31,365.04
22 Enhancement Award – Kevin Harris	\$ 10,000.00
23 Administration Fees	\$ 12,000.00
24 LWDA	\$ 48,562.50
25 Aggrieved Employees	\$ 16,187.50
26 Net Settlement Fund (estimated)	\$ 498,551.63

27 To determine a Participating Class Member's individual settlement award payment, the Net
28 Settlement Fund will be divided by the total number of pay periods worked by all Settlement Class

1 Members during the Class Period, multiplied by the number of pay periods worked by that
2 Participating Class Members. Based on these calculations, the Participating Class Members will
3 receive an estimated average gross payment of \$1,932.37, with the estimated highest gross payment
4 being \$4,385.58.

5 15. ILYM Group's total fees and costs for services in connection with the administration
6 of this Settlement, which includes fees and costs incurred to-date, as well as anticipated fees and
7 costs for completion of the settlement administration, are \$12,000.00. ILYM Group's work in
8 connection with this matter will continue with the calculation of the settlement award payments,
9 issuance and mailing of the settlement award checks, the necessary tax filing and reporting on such
10 payments, and any other tasks that the Parties mutually agree to and/or the Court orders ILYM
11 Group to perform.

12 I declare under penalty of perjury under the laws of the State of California and the United
13 States that the foregoing is true and correct to the best of my knowledge and that this Declaration
14 was executed this 29th day of May 2024, at Tustin, California.

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19 Nathalie Hernandez
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EXHIBIT “A”

REQUEST FOR EXCLUSION FROM SETTLEMENT (OPT-OUT)

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

Harris v. McKesson Medical-Surgical, Inc., Case No. S-CV-0044686

I am requesting to OPT OUT OF THE SETTLEMENT of the action known as *Harris v. McKesson Medical-Surgical, Inc.* pending in the Superior Court of the State of California, County of Placer, Case No. S-CV-0044686. I want to be excluded from the Class and the Settlement.

I do not wish to receive compensation under the terms of the proposed settlement of the *Harris* action or to otherwise participate in the proposed settlement.

Date: _____, _____

Signature

**PLEASE PRINT OR TYPE THE FOLLOWING
IDENTIFYING INFORMATION:**

Full Name: _____

Mailing Address: _____

Approximate Dates of Employment: _____

Last four digits of your Social Security Number: _____

Daytime telephone number: _____

NOTICE OF OBJECTION FORM

Harris v. McKesson Medical-Surgical, Inc.
Superior Court of California, County of Placer
Case No. S-CV-0044686

You should fill out this Notice of Objection Form *only if you wish to object to the Settlement*. Please note, *you cannot submit this Notice of Objection Form, if you submit a Request for Exclusion*. Objecting to the Settlement is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you do not want to be a part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

This form is to be used only if you wish to object to the Settlement. Settlement Class Members who do not timely make an objection will have waived their right to object to the Settlement.

If you wish to object to the Settlement, you must fill out this Notice of Objection Form in its entirety, sign it, and return it to the Settlement Administrator at the address listed below by First Class U.S. Mail postmarked no later than March 1, 2024. All information must be provided below and it must be signed. State all facts which you believe support your objection. Settlement Class Members who wish to object to the Settlement may appear at the Final Approval Hearing to have your objection heard by the Court, an Intention to Appear at the Final Approval Hearing must be submitted by March 1, 2024. You do not have to appear to have your objection heard.

Harris v. McKesson Medical-Surgical, Inc.
ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781

Objection:

[Please write legibly in print]

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Telephone Number: _____

Last four digits of your Social Security Number: _____

The Reasons for the Objection: _____

Date: _____

Signature

NOTICE OF CLASS ACTION AND PAGA SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Harris v. McKesson Medical-Surgical, Inc., Case No. S-CV-0044686

The Superior Court for the State of California authorized this Notice. Read it carefully!
It is not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from an employee class action lawsuit (“Action”) against MCKESSON MEDICAL-SURGICAL, INC. (“Defendant”) for alleged violations of the California Labor Code. The Action was filed by a former employee of Defendant, Kevin Harris, (“Plaintiff”) and seeks (1) payment unpaid wages, penalties, liquidated damages, attorneys’ fees and costs, and interest for a class of all current and former non-exempt employees of Defendant in the State of California who hold/held delivery driver positions during the Class Period (the “Class”) and PAGA Period (the “PAGA Employees”). The Class Period is the period from April 3, 2016 to January 27, 2023. The PAGA Period is the period from April 3, 2019 to January 27, 2023.

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Settlement Payments based on the number of Pay Periods worked during the Class Period and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments to PAGA Employees based on the number of Pay Periods worked during the PAGA Period.

Based on Defendant’s records, and the Parties’ current assumptions, **your estimated payment is \$«Total_Estimated_Settlement_Amount»**. The actual amount you may receive likely will be different and will depend on a number of factors.

The above estimate is based on Defendant’s records showing that **you worked «Class_Pay_Periods» Pay Periods during the Class Period and you worked «PAGA_Pay_Periods» Pay Periods during the PAGA Period**. If you believe that you worked more Pay Periods than indicated, you can submit a challenge to the administrator by March 1, 2024. See Section 4 of this Notice.

The Court has preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

(1) **Do Nothing**. You don’t have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert claims against Defendant for the claims released in the Settlement.

(2) **Opt-Out of the Class Settlement**. You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period claims against Defendant.

PAGA Employees cannot opt-out of the PAGA portion of this settlement. All PAGA Employees will receive Individual PAGA Payments based on the number of Pay Periods worked during the PAGA Period.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.
SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment. In exchange, you will give up your right to assert the claims against Defendant that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement The Opt-out Deadline is March 1, 2024	If you don't want to participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. If you are a PAGA Employee, you cannot opt out of the PAGA portion of the Settlement.
Participating Class Members Can Object to the Class Settlement. Written Objections Must be Submitted by March 1, 2024	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement, including how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Challenge the Calculation of Your Pay Periods Written Challenges Must be Submitted by March 1, 2024	The amount of your Individual Class Payment depends on how many Pay Periods you worked at least one day during the Class Period. The number of Class Period Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with this number, you must challenge it by March 1, 2024. See Section 4 of this Notice.

1.WHAT IS THE ACTION ABOUT?

Plaintiff is a former delivery driver employee of Defendant who brought this action alleging that Defendant (1) failed to accurately pay all wages earned, including overtime; (2) failed to authorize and permit rest periods; (3) failed to timely pay wages owed upon separation from employment; 4) failed to provide accurate itemized wage statement provisions; (5) failed to reimburse necessary expenses; and (6) violated the unfair competition law. Plaintiff is represented by James Hawkins APLC in the Action ("Class Counsel").

Defendant strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2.WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

The Court has made no determination whether Defendant or Plaintiff is correct on the merits. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator, retired Judge Ronald Sabraw, in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. After a full day of mediation and continued negotiations over the next months with the assistance of the mediator, the parties reached a settlement. By signing a lengthy written settlement agreement ("Settlement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Settlement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the

Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims. Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) the Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendant Will Pay \$925,000.00 as the Gross Settlement Amount (GSA). Defendant has agreed to deposit the GSA into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Settlement Payments, Individual PAGA Settlement Payments, a Class Representative Service Payment, Class Counsel's attorney's fees and expenses, and the Administrator's expenses. Assuming the Court grants Final Approval, Defendant will fund the GSA not more than 14 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

A. Up to \$308,333.33 (33 1/3% of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$20,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

B. Up to \$10,000.00 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual FCRA and Manager Class Payments.

C. Up to \$12,000.00 to the Administrator for services administering the Settlement.

D. \$64,750.00 for settlement of claims for civil penalties under PAGA ("PAGA Fund"), 75% of which shall be paid to the California Labor and Workforce Development Agency, and 25% paid to the PAGA Employees.

3. Net Settlement Amount and PAGA Fund Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement Amount" or "NSA") by making Individual Class Payments to Participating Class Members based on their Class Period Pay Periods. The portion of the PAGA Fund allocated to the PAGA Employees shall be paid based on their PAGA Period Pay Periods.

4. Taxes Owed on Payments to Class Members. For the Individual Class Payments, Plaintiff and Defendant are asking the Court to approve an allocation of 80% statutory penalties and 20% as wages for tax purposes. The Individual PAGA Payments shall be considered 100% miscellaneous income for tax purposes. The Administrator will report Individual Class Payments on IRS 1099 and W-2 Forms, and the Individual PAGA Payments on IRS 1099 Forms.

Although Plaintiff and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name.

If the monies represented by your check is sent to the Controller's Unclaimed Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than March 1, 2024, that you wish to opt-out. The easiest way to notify the Administrator is to fill out the Request for Exclusion form and return it to the Administrator by the March 1, 2024 Response Deadline. The Request for Exclusion must include the Class Member's name, present address, telephone number, last four digits of the Class Member's Social Security Number, and include a simple statement electing to be excluded from the Settlement. The Request for Exclusion must be signed by the Class Member. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments but will preserve their rights to personally pursue wage and hour claims against Defendant.

If you are a PAGA Employee, you cannot opt-out of the PAGA portion of this settlement. All PAGA Employees will receive a portion of the PAGA Fund based on their PAGA Period Pay Periods even if they opt out of the Class Settlement.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.

8. Administrator. The Court has appointed a neutral company, ILYM Group, Inc. (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Pay Periods, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

9. Participating Class Members' Release and PAGA Employees' Release. After the Judgment is final and Defendant has fully funded the Gross Settlement, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for wages based on the Class Period facts, as alleged in the Action, and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

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

The "Released Class Claims" are defined as: any and all claims, rights, demands, liabilities, and causes of action, whether known or unknown, arising from the same set of operative facts as those set forth in the operative Complaint, or in Plaintiff's LWDA letters, including those claims which could have been asserted based on the facts alleged in the operative Complaint or LWDA letters, through the Release Period, including claims for: failure to provide rest periods; failure to pay minimum, regular, and overtime wages; failure to timely pay wages during employment and/or upon termination; improperly itemized wage statements; unreimbursed business expenses; unfair

competition; and violations of the California Labor Code Private Attorneys General Act, California Labor Code §§ 2698 et seq.

All PAGA Employees will be bound by the following release:

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

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

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

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount (The remaining Amount after deducting from the GSA the PAGA Fund, Attorneys’ Fees and Costs, the Class Representative Service Award, and the Administrator’s Fees) by the total number of Class Period Pay Periods worked by all Class Members and (b) multiplying the result by the number of Class Period Pay Periods worked by each individual Class Member.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing the 25% portion of the PAGA Fund to be paid to PAGA Employees by the total number of PAGA Period Pay Periods worked by all PAGA Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual PAGA Employee.

3. Pay Period Challenges. The number of Pay Periods you worked during the Class Period, as recorded in Defendant’s records, are stated in the first page of this Notice. You have until March 1, 2024 to challenge the number of Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email, or fax. Section 9 of this Notice has the Administrator’s contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant’s calculation of Pay Periods based on Defendant’s records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members and PAGA Employees) and Defendant’s Counsel. The Administrator’s decision is final. You can’t appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members and All PAGA Employees. The Administrator will send, by U.S. mail, a single check to every Participating Class Member and PAGA Employee (i.e., every Class Member who doesn’t opt-out and all PAGA Employees). The single check will combine the Individual Class Payment and/or the Individual PAGA Payment.

2. Non-Participating Class Members. Non-participating Class Members (i.e. Class Members who opt out of the settlement) will not be eligible for any payment under the Settlement. PAGA Employees cannot opt out of the PAGA portion of this settlement.

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than March 1, 2024, that you wish to opt-out. The easiest way to notify the Administrator is to fill out the Request for Exclusion form and return it to the Administrator by the March 1, 2024 Response Deadline. The Request for Exclusion must include the Class Member's name, present address, telephone number, last four digits of the Class Member's Social Security Number and include a simple statement electing to be excluded from the Settlement. The Request for Exclusion must be signed by the Class Member.

Instead of using the form, you may submit a written and signed letter with your name, present address, telephone number, approximate dates of employment, last four digits of your Social Security Number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as ***Harris v. McKesson Medical-Surgical, Inc., Case No. S-CV-0044686*** and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes).

You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by March 1, 2024, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. A Participating Class Member who disagrees with any aspect of the Settlement Agreement, or feels that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low may choose to submit a written objection to the Administrator. **The deadline for sending written objections to the Administrator is March 1, 2024.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Include any documents which you believe support your position. Make sure you identify the Action as ***Harris v. McKesson Medical-Surgical, Inc., Case No. S-CV-0044686*** and include your name, current address, telephone number, last four digits of the Social Security Number, and approximate dates of employment for Defendant and sign the objection. Section 9 of this Notice has the Administrator's contact information.

If you submit a written objection, you may also choose to attend (or personally retain a lawyer to object at your own cost) the Final Approval Hearing. You are not required to attend the hearing, however, to have the Court consider your written objection. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. If you wish to appear at the Final Approval Hearing, you should submit a Notice of Intention to Appear at the Final Approval Hearing by March 1, 2024. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on June 27, 2024 at 8:30 a.m. in Department 3 of the Placer County Superior Court, located at 101 Maple Street, Auburn, CA 95603. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comments from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually. Check the Court's website for the most current information.

It is possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website, www.ilymgroupclassaction.com/mckessonmedicalsurgical, beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to ILYM Group, Inc. website at www.ilymgroupclassaction.com/mckessonmedicalsurgical. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below or consult the Superior Court website by going to <https://www.placer.courts.ca.gov/online-services/online-case-access> and entering the Case Number for the Action, Case No. S-CV-0044686. You can also make an appointment to personally review court documents in the Clerk's Office at the Placer County Superior Court by calling (916)408-6000.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

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Settlement Administrator:

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P.O. Box 2031

Tustin, CA 92781

Telephone: (888) 250-6810

Fax: (888) 845-6185

email: claims@ilymgroup.com

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the California Controller's Office Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.