

1 **JAMES HAWKINS APLC**
James R. Hawkins (SBN 192925)
2 Christina Lucio (SBN 253677)
3 9880 Research Drive, Suite 200
Irvine, CA 92618
4 Tel.: (949) 387-7200
Fax: (949) 387-6676
5 Email: James@jameshawkinsaplc.com
6 Email: christina@jameshawkinsaplc.com

7 Attorneys for SOVATANA SAUT and
JOHN HISATO NAKATANI individually
8 and on behalf of all others similarly situated

9
10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF LOS ANGELES**

12 SOVATANA SAUT and JOHN HISATO
13 NAKATANI, individually and on behalf of
themselves and all others similarly situated,

14 Plaintiffs,

15 v.

16
17 MCKESSON CORPORATION, a Delaware
18 Corporation; and DOES 1-50, inclusive,

19 Defendants.
20
21
22
23

Case No. 22STCV28690

Assigned for All Purposes to:
Hon. Maureen Duffy Lewis
Dept.: 38

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT
AGREEMENT, APPROVAL OF NOTICE TO
CLASS MEMBERS, APPROVAL OF
SETTLEMENT ADMINISTRATOR, AND
SETTING HEARING FOR FINAL
APPROVAL OF SETTLEMENT**

Date: October 11, 2024
Time: 9:30 a.m.

1 This matter, having come before the Honorable Maureen Duffy Lewis of the Superior Court
2 of the State of California, in and for the County of Los Angeles, on October 11, 2024, for the Motion
3 by Plaintiffs Sovatana Saut and John Hisato Nakatani (“Plaintiffs”) for Preliminary Approval of the
4 Class Action and PAGA Settlement that resolves the claims alleged by Plaintiffs and the Class
5 against Defendant McKesson Corporation (“Defendant”) (collectively referred to herein as the
6 “Parties”). The Court, having considered the briefs, argument of counsel and all matters presented to
7 the Court, and good cause appearing, hereby GRANTS Plaintiffs’ Motion for Preliminary Approval
8 of Class Action and PAGA Settlement.

9 IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

10 1. The Court preliminarily approves of the Class Action and PAGA Settlement
11 (“Settlement”) upon the terms and conditions set forth in therein, which is attached as Exhibit 1 to
12 the Declaration of James R. Hawkins in Support of Plaintiffs’ Motion for Preliminary Approval of
13 Class Action and PAGA Settlement (“Preliminary Approval Motion”). This is based on the Court’s
14 determination that the Settlement set forth in the Class Action and PAGA Settlement is within the
15 range of possible final approval, pursuant to the provisions of Section 382 of the California Code of
16 Civil Procedure and California Rules of 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 arm’s-length by the Parties with the assistance of a mediator.
21 The Court has considered the alleged merit of Plaintiffs’ claims, Defendant’s potential liability, the
22 allocation of Settlement proceeds among Class Members and Aggrieved Employees, and the fact
23 that the Settlement represents a compromise of the Parties’ respective positions. The Court therefore
24 preliminarily finds that the Settlement is fair, adequate, and reasonable when balanced against the
25 probable outcome of further litigation and the significant risks related to certification, liability, and
26 damages issues, subject to further consideration at the Final Fairness and Approval Hearing
27 described below.

28 4. Solely for the purpose of settlement in accordance with the Settlement, the Court

1 finds that the requirements for certification under Section 382 of the California Code of Civil
2 Procedure and other laws applicable to preliminary settlement approval of class actions have been
3 satisfied, and the Court hereby certifies, for settlement purposes only, the following Class (the
4 “Class”): all persons who are or were employed by Defendant as hourly paid, non-exempt
5 employees who worked in distribution centers in the State of California at any time during the period
6 from June 27, 2018 through April 7, 2024 (the “Class Period”).

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

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

23 6. Aggrieved Employees is defined as all persons who are or were employed by
24 Defendant as hourly paid, non-exempt employees who worked in distribution centers in the State of
25 California at any time during the period from September 1, 2021 through April 7, 2024 (the “PAGA
26 Period”).

27 7. ILYM Group, Inc. is hereby appointed to serve as the Settlement Administrator. The
28 Settlement Administrator will administer the applicable provisions of the Settlement, which will

1 include, inter alia: (i) printing and mailing and re-mailing (if necessary) of Notices of Class Action
2 and PAGA Settlement to Class Members and Aggrieved Employees and receiving Requests for
3 Exclusion and Objections from Class Members; (ii) preparing and submitting to Participating Class
4 Members, Aggrieved Employees, and government entities all appropriate tax filings and forms; (iii)
5 computing the amount of and distributing Individual Class Payments, Individual PAGA Payments,
6 Class Representative Service Payments, and Class Counsel Attorneys' Fees, Costs and Expenses;
7 (iv) processing and validating challenges concerning the calculation of workweeks and pay periods;
8 (v) establishing a Qualified Settlement Fund, as defined by the Internal Revenue Code; (vi)
9 calculating and remitting to the appropriate government agencies all employer and employee payroll
10 tax obligations arising from the Settlement and preparing and submitting filings required by law in
11 connection with the payments required by the Settlement; (vii) performing a National Change of
12 Address (NCOA) search and a Class Member Address Search in order to obtain the best possible
13 address for Class Members and Aggrieved Employees; and (viii) providing necessary reports and
14 declarations, as requested by the Parties.

15 8. Pursuant to the terms of the Settlement, Defendant is hereby directed to prepare and
16 provide the Class and PAGA Data to the Settlement Administrator within twenty-one (21) days of
17 entry of this Order.

18 9. Pursuant to the terms of the Settlement, ILYM Group, Inc. is hereby directed to mail
19 the Notice of Class Action and PAGA Settlement ("Class Notice") to all Class Members and
20 Aggrieved Employees via first-class regular U.S. Mail within thirty-five (35) days of receiving this
21 Order.

22 10. The Court approves as to form and content the Class Notice attached as Exhibit 2 to
23 the Declaration of James R. Hawkins. The Court finds that the Class Notice appears to inform the
24 Class Members fully and accurately of all material elements of the proposed Settlement, of the Class
25 Members' right to be excluded from the Class by submitting a written Request for Exclusion, and of
26 each Class Member's right and opportunity to object to the Settlement. The Court further finds that
27 the distribution of the Class Notice in the manner and form set forth in the Settlement and this Order
28 meets the requirements of due process, is the best notice practicable under the circumstances, and

1 constitutes valid, due and sufficient notice to all members of the Class entitled thereto. The Court
2 orders the mailing of the Class Notice by first class mail, pursuant to the terms set forth in the
3 Settlement.

4 11. The Court hereby preliminarily approves the proposed procedure for exclusion from
5 the Settlement. Any Class Member may request to be excluded from the Class and the release of
6 Released Class Claims by submitting a written Request for Exclusion in accordance with Section 7.5
7 of the Settlement. Any such Request for Exclusion will be timely only if postmarked, emailed, or
8 faxed to the Settlement Administrator within the Response Deadline, which is 45 days after the
9 Administrator mails the Class Notice (plus an additional fourteen (14) days for Class Members
10 whose Class Notice is re-mailed). Any Class Member who submits a completed, signed, and timely
11 written Request for Exclusion shall no longer be a member of the Class, shall be barred from
12 participating in this Settlement, shall be barred from objecting to this Settlement, and shall receive
13 no benefit from this Settlement, except that Class Members who are Aggrieved Employees will still
14 receive their Individual PAGA Payments and will release the Released PAGA Claims. Class
15 Members shall be bound by this Settlement and shall release all Released Class Claims unless they
16 submit a completed, signed, and timely Request for Exclusion. If they submit a valid Request for
17 Exclusion, they will still be bound by the release of the Released PAGA Claims.

18 12. Any Class Member wishing to object to this Settlement may submit a written
19 objection or appear at the Final Approval Hearing in person or through counsel of their choice
20 following the procedure set forth in the Class Notice and prescribed by Section 7.7 of the Settlement.
21 Any Class Member who wishes to submit a written objection to the Settlement must submit their
22 objection on or before the Response Deadline.

23 13. Any Class Member who has submitted such written objections may, but is not
24 required to, appear in person, or through counsel, at the Final Approval Hearing and object to the
25 approval of the Settlement or the award of attorneys' fees and reimbursement of expenses to Class
26 Counsel. Any written objections submitted by Class Members shall be provided to Class Counsel,
27 who shall then file the objections and any response thereto with the Court. The Parties may file any
28 response to the objections submitted by objecting Class Members, if any, no later than five (5) court

1 days prior to the Final Approval Hearing, or on another date set by the Court. Any Class Member
2 who has not submitted a Request for Exclusion may appear at the Final Approval Hearing and may
3 object or express the Class Member's views regarding the Settlement, and may present evidence and
4 file briefs or other papers that may be proper and relevant to the issues to be heard and determined
5 by the Court as provided in the Class Notice.

6 14. Any Class Member who does not make their objection(s) in the manner provided
7 herein and in the Class Notice shall be deemed to have waived such objection(s) and shall forever be
8 foreclosed from making any objection(s) to the fairness or adequacy of the proposed Settlement as
9 incorporated in the Class Action and PAGA Settlement Agreement and the award of attorneys' fees
10 and reimbursement of expenses to Class Counsel and the right to appeal any orders that are entered
11 relating thereto, unless otherwise ordered by the Court.

12 15. The Final Fairness and Approval Hearing shall be held on _____,
13 2024 at _____ a.m./p.m., before the Honorable Maureen Duffy Lewis, in Department 38 in the
14 Superior Court of California, Los Angeles County, in the Stanley Mosk Courthouse located at 111
15 North Hill Street, Los Angeles, CA 90012. At that time, the Court shall determine: (a) whether the
16 proposed Settlement of the Action on the terms and conditions provided for in the Settlement is fair,
17 just, reasonable and adequate and should be finally approved; (b) whether Judgment as provided in
18 the Settlement should be entered herein; (c) whether to approve Class Counsel's application for an
19 award of attorneys' fees and costs, and any Class Representative Service Payments to Plaintiffs
20 Sovatana Saut and John Hisato Nakatani; and (d) to hear any timely objections to the Settlement.

21 16. The Motion for Final Approval, and any motion or application for an award of
22 attorney's fees, costs, and any Class Representative Service Payments to Plaintiffs must be filed and
23 served by _____.

24 17. The Court reserves the right to adjourn the date of the Final Fairness and Approval
25 Hearing and any adjournment thereof without further notice to the Class Members and Aggrieved
26 Employees, and retains jurisdiction to consider all further applications arising out of or connected
27 with the Settlement. The Court may approve the Settlement, with such modifications as may be
28 agreed to by the Parties to the Settlement, if appropriate, without further notice to the Class or

1 Aggrieved Employees.

2 18. Pending further order of this Court, all proceedings in this matter except those
3 contemplated herein and in the Agreement are stayed and suspended until further order of this Court.

4 19. The Court recognizes that certification under this Order is for settlement purposes
5 only, and shall not constitute or be construed as a finding by the Court, or an admission on the part
6 of Defendant or any of the Released Parties, of any fault or omission with respect to any claim or
7 that this Action is appropriate for class or representative treatment for litigation purposes. The Court
8 recognizes that Defendant denies the allegations asserted in the Action and denies liability. The
9 Court has made no finding on the merits of the claims asserted. Entry of this Order is without
10 prejudice to the rights of Defendant or any of the Released Parties to oppose class certification in
11 this Action should the proposed Settlement not be granted final approval.

12 20. If for any reason the Court does not execute and file a Final Order and Judgment, or if
13 the Effective Date of the Settlement, as defined in the Settlement, does not occur for any reason
14 whatsoever, the Settlement that is the subject of this Order, and all evidence and proceedings had in
15 connections therewith, shall be without prejudice to the *status quo ante* rights of the Parties to the
16 litigation, as more specifically set forth in the Settlement.

17
18 **IT IS SO ORDERED.**

19
20 DATED: _____, 2024

HON. MAUREEN DUFFY LEWIS
JUDGE OF THE SUPERIOR COURT

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22 4878-7431-6241, v. 1
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Make a Reservation

SOVATANA SAUT, INDIVIDUALLY AND ON BEHALF OF THEMSELVES AND ALL OTHERS
SIMILARLY SITUATED, et al. vs MCKESSON CORPORATION, A DELAWARE CORPORATION

Case Number: 22STCV28690 Case Type: Civil Unlimited Category: Other Employment Complaint Case
Date Filed: 2022-09-01 Location: Stanley Mosk Courthouse - Department 38

Reservation

Case Name:

SOVATANA SAUT, INDIVIDUALLY AND ON BEHALF
OF THEMSELVES AND ALL OTHERS SIMILARLY
SITUATED, et al. vs MCKESSON CORPORATION, A
DELAWARE CORPORATION

Case Number:

22STCV28690

Type:

Motion re: (Motion for Preliminary Approval)

Status:

RESERVED

Filing Party:

SOVATANA SAUT, individually and on behalf of
themselves and all others similarly situated (Plaintiff)

Location:

Stanley Mosk Courthouse - Department 38

Date/Time:

10/11/2024 9:30 AM

Number of Motions:

1

Reservation ID:

796399044398

Confirmation Code:

CR-CZ9L5GWZT8UFAMQSY

Fees

Description	Fee	Qty	Amount
Motion re: (name extension)	0.00	1	0.00

Chat

Description	Fee	Qty	Amount
TOTAL			\$0.00

Payment	
Amount: \$0.00	Type: NOFEE
Account Number: n/a	Authorization: n/a
Payment Date: n/a	

 Print Receipt

 [Reserve Another Hearing](#)