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Attorneys for Plaintiff DARWIN COLINAYO,
individually and on behalf of all others similarly situated

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

DARWIN COLINAYO and EDELMIRA
MALDONADO, on behalf of themselves and all
others similarly situated

Plaintiff,

v.

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

Defendants.

Case No.: S-CV-0049039

**DECLARATION OF MADELY NAVA OF
APEX CLASS ACTION, LLC, IN SUPPORT
OF MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: April 8, 2025
Time: 8:30 a.m.
Dept.: 42
Judge: Hon. Trisha Hirashima

1 I, Madely Nava, 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 Case Manager
3 for Apex Class Action, LLC, (hereinafter referred to as “Apex”), the professional settlement services
4 provider who has been retained by the Parties’ Counsel and subsequently appointed by the Court to
5 serve as the Settlement Administrator for the above captioned *Colinayo, et al. v. McKesson Medical-*
6 *Surgical, Inc* matter. On behalf of both Apex and myself, I possess the authority to issue this declaration.
7 I am personally acquainted with the information contained herein, and in the event of being summoned
8 to provide testimony, I am fully capable and willing to provide competent testimony regarding these
9 facts.

10 2. Apex Class Action’s team has been directly involved with class action administration for a
11 combined 15 years and has successfully managed numerous class action cases during that time. Our team
12 comprises experienced professionals with extensive knowledge of class action settlement administration.
13 In addition, Apex Class Action has the necessary technology and infrastructure to efficiently manage large-
14 scale class action cases. We utilize state-of-the-art software and systems to ensure that all aspects of the
15 administration process are executed accurately and efficiently.

16 3. Apex was engaged by the Parties’ Counsel and subsequently approved and appointed by the
17 Court to provide notification services and claims administration, pursuant to the terms of the Settlement,
18 in the above-referenced Action. The responsibilities undertaken thus far, as well as those to be fulfilled
19 following the granting of Final Approval of the Settlement, include: (a) printing and mailing the *Notice*
20 *Of Class Action Settlement And Hearing Date For Final Court Approval*, (referred to as “Class Notice”);
21 (b) receiving and processing requests for exclusion; (c) resolving disputes among Settlement Class
22 Members regarding the number of workweeks recorded by Defendants during the Class Period, as stated
23 on their individualized Class Notice.; (d) calculating individual settlement award amounts; (e) processing
24 and mailing settlement award checks; (f) handling tax withholdings as required by the Settlement and
25 the law; (g) preparing, issuing and filing tax returns and other applicable tax forms; (h) managing the
26 distribution of any unclaimed funds pursuant to the terms of the Settlement; and (i) undertaking
27 additional tasks as mutually agreed upon by the Parties or as ordered by the Court for Apex to perform.

1 4. On November 27, 2024, Counsel for the Plaintiff provided Apex with the Court-approved content
2 for the Class Notice. Apex then generated a draft of the formatted Class Notice, which received approval
3 from the Parties' Counsel before being mailed.

4 5. On December 3, 2024, Counsel for the Defendants provided Apex with the class data file,
5 comprising the names, social security numbers, last known mailing addresses, phone number,
6 employment dates, and the total number of relevant workweeks worked by each Settlement Class
7 Member. The data file was successfully uploaded to our database, where it underwent a thorough review
8 to identify any duplicates or potential inconsistencies. The Class Data consisted of a total of 1,423
9 individuals.

10 6. In preparation for the mailing process, all 1,423 names and addresses listed in the Class Data
11 underwent verification and updating against the National Change of Address (NCOA) database
12 maintained by the United States Postal Service (USPS). The purpose of this step was to ensure the
13 accuracy and validity of the Settlement Class Members' mailing addresses before sending out the Class
14 Notice. The NCOA database contains records of requested address changes submitted to the USPS. If
15 an updated address was found in the NCOA database, it was utilized for the mailing of the Class Notice.
16 However, in cases where no updated address was found in the NCOA database, the original address
17 provided by Counsel for Defendants was used for the mailing of the Class Notice.

18 7. On December 4, 2024, the Class Notice was sent to all 1,423 individuals listed in the Class Data
19 using U.S First Class Mail. A copy of the mailed Class Notice is attached hereto as **Exhibit A**.

20 8. As of the date of this declaration, our office has received 74 returned Class Notices as
21 undeliverable. Apex conducted a computerized skip trace on the 74 returned Class Notices in order to
22 acquire updated addresses for the purpose of re-mailing the Class Notice. This skip trace effort resulted
23 in obtaining 63 updated addresses, to which we promptly re-mailed the Class Notices via U.S First Class
24 Mail.

25 9. As of the date of this declaration, there have been 63 Class Notices re-mailed as a result of Apex's
26 skip-tracing efforts.

27 10. As of the date of this declaration, 11 Class Notices have been considered undeliverable as no
28 updated address was found despite conducting skip tracing.

1 11. As of the date of this declaration, Apex has received 1 request for exclusion. The deadline for
2 submitting a request for exclusion from the Settlement was January 21, 2025.

3 12. As of the date of this declaration, Apex has not received any objections to the Settlement. The
4 deadline for submitting a written objection to the Settlement was January 21, 2025.

5 13. As of the date of this declaration, Apex has not received any disputes from Class Members. The
6 deadline for submitting a dispute was January 21, 2025.

7 14. As of the date of this declaration, Apex will report 1,422 Participating Class Members,
8 constituting 99.93% of the total 1,423 Settlement Class Members.

9 15. The total number of workweeks worked by Participating Class Members during the Class Period
10 is 132,823. The Net Settlement Amount available to Participating Class Members is estimated to be
11 \$2,014,622.00 and was calculated by subtracting the requested attorneys' fees (\$1,225,000.00), the
12 amount requested for litigation costs and expenses (\$50,000.00), the two requested Class Representative
13 Service Payments (\$20,000.00), the requested Settlement Administration Costs (\$15,378.00), and the
14 PAGA Penalties (\$175,000.00) from the Gross Settlement Amount (\$3,500,000.00).

15 16. The *highest* Individual Class Payment to a Participating Class Member is currently estimated to
16 be approximately \$4,580.65, the *average* Individual Class Payment is currently estimated to be
17 approximately \$1,416.75, and the *lowest* Individual Class Payment is currently estimated to be
18 approximately \$15.17. These amounts are subject to employee-side tax and withholdings.

19 17. Pursuant to the Agreement, 25% of the PAGA Payment (\$43,750.00) will be allocated to
20 Aggrieved Employees regardless of whether they opt out of the class settlement. Aggrieved Employees
21 cannot opt out of the PAGA settlement. There are 983 Aggrieved Employees who worked a total of
22 31,701 pay periods during the PAGA Period.

23 18. The *highest* Individual PAGA Payment to an Aggrieved Employee is approximately \$95.23, the
24 *average* Individual PAGA Payment is approximately \$44.51, and the *lowest* Individual PAGA Payment
25 is approximately \$1.38.

26 19. Apex's comprehensive fees and costs for administering this Settlement, covering both incurred
27 and anticipated expenses, amount to \$15,378.00. Apex will proceed with additional tasks related to this
28 matter, such as calculating settlement award payments, issuing and mailing settlement award checks,

1 handling necessary tax filings and reporting on these payments, and any other tasks mutually agreed
2 upon by the Parties or ordered by the Court for Apex to undertake.

3 I declare under penalty of perjury under the laws of the State of California and the United States
4 that the foregoing is true and correct, and that this Declaration was executed this 4th day of February
5 2025, in Irvine, California.

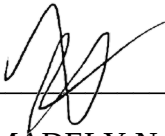
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Exhibit A

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

Colinayo, et al. v. McKesson Medical-Surgical, Inc., Case No. S-CV-0049039

***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 and representative action lawsuit (“Action”) against MCKESSON MEDICAL-SURGICAL, INC. (“Defendant”) for alleged violations of the California Labor Code. The Action was filed by former employees of Defendant, Darwin Colinayo and Edelmira Maldonado (“Plaintiffs”), and seeks payment of (1) alleged unpaid wages, penalties, liquidated damages, attorneys’ fees and costs, and interest for a class of all persons who are or were employed by Defendant as hourly paid, non-exempt employees who worked in distribution centers in the State of California during the Class Period (June 28, 2018 through April 7, 2024), except those employed in the position of delivery driver (“Class Members”) and (2) penalties under the California Private Attorneys General Act (“PAGA”) for all persons who are or were employed by Defendant as hourly paid, non-exempt employees who worked in distribution centers in the State of California during the PAGA Period (September 2, 2021 through April 7, 2024), except those employed in the position of delivery driver (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Settlement Payments based on the number of Workweeks 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_Est_PMT»**. 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_Weeks» Workweeks during the Class Period and «PAGA_Pay_Periods» Pay Periods during the PAGA Period**. If no amount is stated for your Pay Periods during the PAGA Period, then according to Defendant’s records you are not eligible for an Individual PAGA Payment under the Settlement because you did not work during the PAGA Period. If you believe that you worked more Workweeks and/or Pay Periods than indicated, you can submit a challenge to the administrator by the deadline date. See Section IV of this Notice.

The Court has preliminarily approved the proposed Settlement and 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 Plaintiffs and Plaintiffs’ 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 a 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, and if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. Aggrieved Employees cannot opt-out of the PAGA portion of this settlement and 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 and Individual PAGA Payment (if any). In exchange, you will give up your right to assert the claims against Defendant that are covered by this Settlement (Released Claims).
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You Can Opt-out of the Class Settlement but not the PAGA Settlement. The Opt-out Deadline is January 21, 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 VI of this Notice. If you are also an Aggrieved Employee, you cannot opt out of the PAGA portion of the Settlement. You will receive your Individual PAGA Payment and give up your right to assert any PAGA claims against Defendant that are covered by this Settlement.
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement. Written Objections Must be Submitted by January 21, 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 Plaintiffs who pursued the Action on behalf of the Class. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section VII of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by January 21, 2024	The amount of your Individual Class Payment and Individual PAGA Payment, if any, depends on how many Workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period. The number of Class Period Workweeks and PAGA Period Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by January 21, 2024. See Section IV of this Notice.

I. WHAT IS THE ACTION ABOUT?

Plaintiffs are former hourly paid, non-exempt employees who worked in distribution centers for Defendant. They brought this action alleging that Defendant (1) failed to pay minimum wages; (2) failed to pay overtime owed; (3) failed to provide lawful meal periods; (4) failed to authorize and permit rest periods; (5) failed to timely pay wages during employment; (6) failed to timely pay wages owed upon separation from employment; (7) failed to reimburse necessary expenses; (8) failed to comply with itemized wage statement provisions; and (9) failed to properly pay sick leave. Plaintiffs also seek penalties for unfair competition and pursuant to the Private Attorneys General Act of 2004, Labor Code § 2698 *et seq* ("PAGA"). Plaintiffs are represented by James Hawkins and Christina M. Lucio of James Hawkins APLC, and Zorik Mooradian and Haik Hacopian of Mooradian Law, APC ("Class Counsel").

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

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

The Court has made no determination whether Defendant or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Defendant hired a mediator, Steven J. Serratore, 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. On February 7, 2024, the parties participated in an all-day mediation with Mr. Serratore, which led to this Agreement to settle the Action. By signing a written settlement agreement ("Settlement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Settlement, Plaintiffs 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.

Plaintiffs 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.

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

1. Defendant Will Pay \$3,500,000.00 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 Payments, Individual PAGA Payments, Class Representative Service Payments, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendant will fund the GSA not more than 21 days after the Judgment entered by the Court becomes final. The Judgment will be final 65 calendar days after 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, Plaintiffs 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 \$1,225,000.00 (35% of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$50,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
- B. Up to \$10,000.00 each to Plaintiffs Darwin Colinayo and Edelmira Maldonado (\$20,000.00 total) as Class Representative Service Payments for filing the Action, working with Class Counsel and representing the Class. The Class Representative Service Payment will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Class and/or PAGA Payments.
- C. Up to \$15,378.00 to the Administrator for services administering the Settlement.
- D. \$175,000.00 for settlement of claims for civil penalties under PAGA ("PAGA Fund"), 75% of which shall be paid to the LWDA, and 25% paid to the Aggrieved 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 GSA (the "Net Settlement Amount" or "NSA") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks. The portion of the PAGA Fund allocated to the Aggrieved Employees shall be paid based on their PAGA Period Pay Periods.

4. Taxes Owed on Payments to Class Members. For the Individual Class Payments, Plaintiffs and Defendant are asking the Court to approve an allocation of 90% statutory penalties and interest, and 10% as wages for tax purposes. The Individual PAGA Payments shall be considered 100% statutory penalties 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 Plaintiffs 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 January 21, 2024, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion to the Administrator by the January 21, 2024 Response Deadline. The Request for Exclusion must include the Class Member's name, present address, email address or telephone number, and a simple statement electing to be excluded from the Class 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 an Aggrieved Employee, you cannot opt-out of the PAGA portion of this Settlement. All Aggrieved 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 to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs 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, Apex Class Action, LLC (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 regarding Workweeks and/or 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 IX of this Notice.

9. Participating Class Members’ Release and Aggrieved 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.

Upon Final Approval, the Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims alleged, or reasonably could be alleged, in the Actions and ascertained in the course of the Action, including without limitation, California Labor Code sections 201, 202, 203, 204, 210, 216, 218.5, 218.6, 221, 222, 223, 224, 226, 226.3, 226.7, 227.3, 245, 245.5, 246, 246.5, 246.6, 247, 248, 249, 510, 512, 516, 558, 1174, 1182.12, 1194, 1194.2, 1195, 1197, 1197.1, 1198, 2800, 2802, California Industrial Commission Wage Orders, and Business and Professions Code sections 17200, et seq., and including all claims for or related to alleged failure to provide meal periods, failure to provide rest periods, failure to pay overtime wages, failure to pay minimum wage, failure to pay all wages due to discharged and quitting employees, failure to maintain required records, failure to furnish accurate itemized wage statements, failure to indemnify employees for necessary expenditures incurred in discharge of duties, failure to pay vested vacation pay, failure to provide and/or pay for accrued sick leave time, failure to produce employee records, and unfair and unlawful business practices, including, but not limited to, claims for injunctive relief, liquidated damages, penalties, interest, fees, costs, and all other claims and allegations made or which could have been made in the Actions based on the facts and allegations pled in the Actions during the Class Period (“Released Class Claims”).

Except as set forth in the PAGA release below, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

Upon Final Approval, all Aggrieved Employees will be bound by the following release:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties alleged, or reasonably could be alleged, in the Actions and the PAGA Notices and ascertained in the course of the Actions, including civil penalties pursuant to PAGA for or related to claims for failure to provide meal periods, failure to provide rest periods, failure to pay overtime wages, failure to pay minimum wage, failure to pay all wages due to discharged and quitting employees, failure to maintain required records, failure to furnish accurate itemized wage statements, failure to indemnify employees for necessary expenditures incurred in discharge of duties, failure to pay vested vacation pay, failure to provide and/or pay for accrued sick leave time, and failure to produce employee records, as well as all other claims and allegations alleged in the Actions, throughout the PAGA Period (“Released PAGA Claims”).

Aggrieved Employees cannot opt-out of the PAGA portion of this Settlement. An opt-out does not affect the release of PAGA Claims under this Settlement.

IV. 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 Workweeks worked by all Class Members and (b) multiplying the result by the number of Class Period Workweeks 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 Aggrieved Employees by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.

3. Workweeks/Pay Period Challenges. The number of Workweeks you worked during the Class Period and Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until January 21, 2024 to challenge the number of Workweeks and/or 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 IX 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 Workweeks and/or 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 Workweeks/Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members and Aggrieved Employees) and Defendant's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

V. HOW WILL I GET PAID?

1. Participating Class Members and All Aggrieved Employees. The Administrator will send, by U.S. mail, a single check to every Participating Class Member and Aggrieved Employee (i.e., every Class Member who doesn't opt-out and all Aggrieved 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 Class Settlement. If a Non-Participating Class Member is also an Aggrieved Employee, the Administrator will send, by U.S. mail, a single Individual PAGA Payment check.

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 IX of this Notice has the Administrator's contact information.

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

You will be treated as a Participating Class Member, participating fully in the Settlement, unless you notify the Administrator in writing, not later than January 21, 2024, that you wish to opt-out. The easiest way to notify the Administrator is to send the Administrator, by fax, email, or mail, a signed written Request for Exclusion by the January 21, 2024 Response Deadline. The Request for Exclusion must be a letter from a Class Member or their representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number, and a simple statement that you do not want to participate in the Settlement. The Request for Exclusion must be signed by the Class Member.

The Administrator will exclude you based on any writing communicating your request to be excluded. Be sure to personally sign your request, identify the Action as ***Colinayo, et al. v. McKesson Medical-Surgical, Inc., Case No. S-CV-0049039***, and include your identifying information (full name, address, email address or telephone 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 January 21, 2024, or it will be invalid.** Section IX 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.

VII. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Class Settlement. A Participating Class Member who disagrees with any aspect of the Settlement Agreement, or feels that the proposed Class Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs 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 January 21, 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 ***Colinayo, et al. v. McKesson Medical-Surgical, Inc., Case No. S-CV-0049039***, and include your full name, current address, email address or telephone number, and sign the objection. Section IX of this Notice has the Administrator's contact information.

Participating Class Members cannot object to the PAGA portion of the Settlement.

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. See Section VIII of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

VIII. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on April 8, 2025, at 8:30 a.m. in Department 6 of the Placer County Superior Court, located at the Historic Courthouse, 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, Plaintiffs, 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.apexclassaction.com/mckesson, beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

IX. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiffs 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 Apex Class Action LLC's website at www.apexclassaction.com/mckesson. 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> and entering the Case Number for the Action, Case No. S-CV-0049039. You can also make an appointment to personally review court documents in the Clerk's Office at the Placer County Courthouse by calling (916) 408-6000.

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

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Settlement Administrator:

APEX CLASS ACTION LLC

Email Address: claims@apexclassaction.com
Mailing Address: P.O. Box 54668, Irvine, CA 92619
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Fax Number: 949-989-4428

X. 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.

XI. 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.