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Attorneys for Plaintiff EDELMIRA MALDONADO,
 individually and on behalf of other persons 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,

Plaintiffs,

v.

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

Defendants.

Case No. S-CV-0049039

Assigned for All Purposes to:
 Hon. Todd Irby
 Dept.: 6

**DECLARATION OF PLAINTIFF
 EDELMIRA MALDONADO IN
 SUPPORT OF MOTION FOR:**

- (1) PRELIMINARY APPROVAL 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:
 Time:

Complaint Filed: September 2, 2022
 FAC Filed:
 Trial Date: None Set

I, Edelmira Maldonado, declare as follows:

1. I am one of the named Plaintiffs in this action. The facts set forth herein are true of my own personal knowledge, and if called upon to testify thereto, I could and would competently do so under oath.

2. On July 22, 2022, I submitted a letter to the California Labor Workforce Development Agency ("LWDA") alleging that McKesson Medical-Surgical Inc. (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; and (8) knowingly and intentionally failed to comply with itemized wage statement provisions.

3. On July 22, 2022, I filed a putative class action complaint in Bernardino County Superior Court, which Defendant removed to the United States District Court, Central District of California on November 23, 2022, Case No.: 2:23-cv-00430-DJC-KJN, asserting causes of action against Defendant for: (1) failure to pay minimum wages; (2) failure to pay overtime owed; (3) failure to provide lawful meal periods; (4) failure to authorize and permit rest periods; (5) failure to timely pay wages during employment; (6) failure to timely pay wages owed upon separation from employment; (7) failure to reimburse necessary expenses; (8) knowing and intentional failure to comply with itemized wage statement provisions; and (9) unfair competition (the "Maldonado" Action).

4. On December 7, 2022, I amended my complaint, adding a cause of action for penalties pursuant to the California Labor Code Private Attorneys General Act, Labor Code § 2698, *et seq.* ("PAGA").

5. I worked for Defendant McKesson Medical-Surgical Inc. ("Defendant" or "McKesson") as an hourly, non-exempt employee at the McKesson distribution center in Chino, California from March 1996 to October 2021. McKesson is a medical distributor that operates in California.

6. I allege that during my employment Defendant, *inter alia*, failed to provide compliant meal and rest breaks, failed to pay all minimum and overtime wages owed, failed to pay all wages due upon termination, failed to provide complete and accurate wage statements, failed to reimburse for necessary expenses, and failed to timely pay wages during employment. This was true for myself and

my fellow Class Members.

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

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

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

10. I am aware of the major details of the Settlement Agreement including the non-reversionary Gross Settlement Amount (GSA) of \$3,500,000.00 and the requested deductions therefrom. Even though I strongly believe in the merits of the case that I have brought, I understand that there are no guarantees in litigation and there are significant legal hurdles to overcome to prevail in this action if this case continues to be litigated. Given these risks, I believe the Settlement is fair, adequate, and reasonable and is in the best interest of the Class.

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

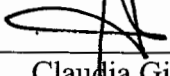
Executed on 9/5/2024 in Rialto, California.

DocuSigned by:
Edelmira Maldonado
78F6DD1037B4F0
Edelmira Maldonado

Translation Authentication

I, Claudia Ginsburg, am an employee of the Mooradian Law, APC, at 24007 Ventura Blvd., Suite 210, Calabasas, California 91302.

On September 5, 2024, I translated this Declaration from English to Spanish during a conference with Edelmira Maldonado. She indicated to me that she understood and signed the Declaration.

By: 
Claudia Ginsburg