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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

Hon. Trisha Hirashima
Dept.: 42

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
AND PAGA SETTLEMENT, AWARD OF
ATTORNEYS' FEES, COSTS, AND
CLASS REPRESENTATIVE SERVICE
PAYMENT, AND ENTRY OF
JUDGMENT**

Date: April 8, 2025

Time: 8:30 a.m.

Dept.: 42

COMPLAINT FILED: SEPTEMBER 2, 2022
FAC FILED: AUGUST 29, 2024
Trial Date: None Set

1 On April 8, 2025 at 8:30 a.m. in Department 42, the Court heard Plaintiffs’ Motion for
2 Final Approval of a Class Action and PAGA Settlement (“Final Approval Motion”), and Motion
3 for Award of Attorneys’ Fees and Costs, and Class Representative Service Award (“Fees
4 Motion”).

5 This matter came for hearing upon Plaintiffs’ unopposed application for final approval of
6 the settlement set forth in the Class Action and PAGA Settlement (“Settlement”). Due and
7 adequate notice having been given to the Class, and the Court having considered the Settlement,
8 all papers filed and proceedings had herein and all oral and written comments received regarding
9 the proposed settlement, and having reviewed the record in this Litigation, and good cause
10 appearing,

11 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

12 1. The Court, for the purposes of this Order, adopts all defined terms as set forth in
13 the Settlement filed in this case.

14 2. The Court has jurisdiction over the subject matter of the Litigation, the Class
15 Representatives, the Settlement Class Members, the Aggrieved Employees, and Defendant.

16 3. The Court further finds that the Settlement satisfies the standards and applicable
17 requirements for final approval of this class action settlement under California law, including the
18 provisions of California Code of Civil Procedure sections 382 and California Rules of Court, Rule
19 3.769, and applicable law.

20 4. For purposes of approving the Settlement only, this Court finds and concludes that:
21 (a) the Class Members are ascertainable and so numerous that joinder of all members is
22 impracticable; (b) there are questions of law or fact common to the Class, and there is a well-
23 defined community of interest among Class Members with respect to the subject matter of the
24 claims in the action; (c) the claims of the Plaintiffs are typical of the claims of the Class Members;
25 (d) the Plaintiffs have fairly and adequately protected the interests of the Class Members; (e) a
26 class action is superior to other available methods for an efficient adjudication of this controversy;
27 and (f) the counsel of record for Plaintiffs, i.e., Class Counsel, is qualified to serve as counsel for
28 Plaintiffs in their individual and representative capacities and for the Class.

1 5. The Class is defined and certified, for settlement purposes only, all current and
2 former non-exempt employees of Defendant McKesson Medical-Surgical, Inc. (“Defendant”) in
3 the State of California who hold/held hourly, paid, non-exempt employee positions in distribution
4 centers from June 28, 2018 through April 7, 2024 (the “Class Period”). All Class Members who
5 did not timely opt-out are bound by the terms of the Settlement Agreement, and release all of their
6 claims as defined in the Settlement Agreement (the “Participating Class Members”).

7 6. Solely for purposes of effectuating this settlement, this Court has certified a class of
8 all members of the Class, as those terms are defined in and by the terms of the Settlement, and the
9 Court deems this definition sufficient for purposes of California Rules of Court 3.765(a) and
10 3.771.

11 7. The Court finds that the dissemination of the Notice of Class Action and PAGA
12 Settlement, as provided for in the Preliminary Approval Order, constituted the best notice
13 practicable under the circumstances to all persons within the definition of the Class, and fully met
14 the requirements of California law and due process under the United States Constitution. Based
15 on evidence and other material submitted in conjunction with the Final Approval Hearing, the
16 Court finds that the actual notice to the class was adequate.

17 8. The Court finds in favor of Settlement approval.

18 9. The Court has considered all relevant factors for determining the fairness of the
19 Settlement Agreement and has concluded that all such factors weigh in favor of granting final
20 approval. In particular, the Court finds that the Settlement Agreement was reached following
21 meaningful investigation and informal discovery conducted by Class Counsel; that the Settlement
22 Agreement is the result of informed, adversarial, and arm’s-length negotiations between the
23 Parties; and that the terms of the Settlement Agreement are in all respects fair, adequate, and
24 reasonable. In so finding, the Court has considered all of the evidence presented, including
25 evidence regarding the strength of the Plaintiffs’ case; the risk, expense, and complexity of the
26 claims presented; the likely duration of further litigation; the amount offered in the Settlement
27 Agreement; the extent of investigation and discovery completed; and the experience and views of
28 Class Counsel. Accordingly, the Court **FINALLY APPROVES** of the terms and conditions

1 contained in the Settlement as to the Participating Class Members and the Aggrieved Employees.
2 The Court finds that the Settlement is, in all respects, fair, reasonable, adequate, and in the best
3 interests of the Participating Class Members and Aggrieved Employees and hereby directs
4 implementation of all remaining terms, conditions, and provisions of the Settlement Agreement.

5 10. All Released Class Claims are released by all Participating Class Members upon
6 the Effective Date (contingent upon Defendant's funding in accordance with the Settlement). As
7 set forth in the Supplemental Declaration of Madely Nava of Settlement Administrator Apex Class
8 Action, LLC, only one Class Member has requested exclusion from the Settlement.

9 11. All Released PAGA Claims are released by all PAGA Employees upon the
10 Funding Date (contingent upon Defendant's funding in accordance with the Settlement).

11 12. Upon the Effective Date (contingent upon Defendant's funding in accordance with
12 the Settlement), in addition to the claims being released by all Participating Class Members and
13 Aggrieved Employees, Plaintiffs Darwin Colinayo and Edelmira Maldonado, will release and
14 forever discharge the Released Parties, to the fullest extent permitted by law, of and from any and
15 all claims, known and unknown, asserted and not asserted, which Plaintiffs have or may have
16 against the Released Parties as of the date of execution of this Settlement Agreement.

17 13. The Court approves the calculation and allocation of the Individual Settlement
18 Payments from the Net Settlement Amount, which shall be distributed to Participating Class
19 Members and Aggrieved Employees in accordance with the formulas set forth in the Settlement.

20 14. Defendant is ordered to make all payments in accordance with the terms of the
21 Settlement Agreement through the Settlement Administrator. Defendant is directed to deposit into
22 a Qualified Settlement Account established by the Settlement Administrator a Gross Settlement
23 Amount in the sum of \$3,500,000 and the employer side taxes within twenty-one (21) calendar
24 days of the Effective Date ("Funding Date").

25 15. The Court approves the following payments from the Gross Settlement Amount
26 ("GSA") of \$3,500,000: (a) the Individual Settlement Payments to Participating Class Members
27 and PAGA Employees; (b) to Class Counsel attorneys' fees of up to 35% of the GSA (i.e.,
28 \$1,225,000) and litigation expenses and costs incurred by Class Counsel of no more than

1 \$26,228.29; (c) Class Representative Service Payments of \$10,000 to each of the Class
2 Representatives Colinayo and Maldonado (total \$20,000); (d) the sum of \$131,250 to be paid to
3 the California Labor and Workforce Development Agency for its share of the PAGA Penalties
4 (which represents the LWDA's 75% share of the \$175,000 in PAGA Penalties paid); (e) the sum
5 of \$43,750 shall be distributed to the Aggrieved Employees (which represents their 25% share of
6 the \$175,000 in PAGA Penalties paid); and (f) \$15,378 to the Settlement Administrator, Apex
7 Class Action, LLC, for its fees and costs relating to the settlement administration process. The
8 Court finds that these amounts are fair and reasonable.

9 16. Such sums must be paid to Participating Class Members and Aggrieved
10 Employees, the LWDA, Plaintiffs, and Class Counsel no later than seven (7) calendar days after
11 the Funding Date. The payment to Class Counsel and the Class Representative Service Payment
12 shall not precede disbursement of Individual Class Payments and Individual Settlement Payments.

13 17. Individual Settlement Payment checks shall be negotiable for 180 days from the
14 date of issuance. Funds represented by Individual Settlement Payment checks returned as
15 undeliverable and checks remaining un-cashed for more than one-hundred and eighty (180)
16 calendar days after issuance shall be tendered to the California Controller's Office, Unclaimed
17 Property Fund.

18 18. Class Counsel and the Settlement Administrator shall submit a summary
19 accounting of the net settlement fund identifying distributions made as ordered herein, the number
20 and value of any uncashed checks, amounts remitted by Defendant, the status of any unresolved
21 issues, and any other matters appropriate to bring to the Court's attention by [REDACTED], 2025.

22 19. The Court sets a compliance hearing for [REDACTED], 2025 at [REDACTED] p.m.
23 Counsel may appear at the compliance hearing remotely.

24 20. The Court finds that there is no reason for delay and directs the Clerk to enter
25 judgment in accordance with the terms of this Final Approval Order as of the date of this order. By
26 operation of the entry of this Final Approval Order and Judgment, the Parties and the Participating
27 Class Members are ordered to perform their respective duties and obligations under the Settlement
28 Agreement.

1 21. Plaintiffs are to give notice to all Class Members of this Final Approval Order and
2 Judgment in accordance with California Rule of Court 3.771(b) by filing a Notice of Entry of
3 Judgment of this Final Approval Order and Judgment with the Court.

4 22. Within 10 days of entry of this Final Approval Order and Judgment, Plaintiffs shall
5 provide a copy of this Final Approval Order and Judgment to the LWDA, pursuant to Labor Code
6 Section 2699, subdivisions (l), (3), & (4).

7 23. Pursuant to the Parties' request, California Code of Civil Procedure section 664.6,
8 and California Rule of Court 3.769(h), the Court retains jurisdiction over this action and the
9 Parties until final performance of the Settlement Agreement.

10
11 **IT IS SO ORDERED AND JUDGMENT IS ENTERED.**

12
13
14 DATED: _____

Honorable Trisha Hirashima
Judge of the Superior Court