

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

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,

Plaintiffs,

v.

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

Defendants.

Case No. S-CV-0049039

Hon. Trisha Hirashima
Dept.: 42

**DECLARATION OF CHRISTINA M.
LUCIO IN SUPPORT OF PLAINTIFFS'
MOTION FOR:**

- (1) PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT;**
- (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: October 29, 2024
Time: 8:30 a.m.

Complaint Filed: September 2, 2022
FAC Filed: August 29, 2024
Trial Date: None Set

1 I, Christina M. Lucio, declare as follows:

2 1. I am an individual over the age of 18. I am Of Counsel to the Law Firm of James
3 Hawkins, APLC. James Hawkins APLC are the attorneys of record for Plaintiff DARWIN
4 COLINAYO (“Plaintiff” or “Class Representative”), who has filed this Class and PAGA Action
5 together with Plaintiff EDELMIRA MALDONADO on behalf of themselves and the proposed
6 settlement class (the “Class”) and Aggrieved Employees in the above-captioned matter against
7 Defendant MCKESSON MEDICAL-SURGICAL INC. (“Defendant” or “McKesson”) (with
8 Plaintiff, the “Parties”). I have personal knowledge of the facts set forth below, and if called to
9 testify regarding them, I could and would do so competently.

10 2. I submit this Declaration in support of Plaintiffs’ Motion for Preliminary Approval
11 of Class Action and PAGA Settlement, Approval of Class Notice, Approval of Settlement
12 Administrator and Setting Hearing for Final Approval of Settlement (the “Preliminary Approval
13 Motion”), which is filed concurrently herewith, along with the Memorandum of Points and
14 Authorities.

15 3. Given the realistic value of Plaintiff’s claims as set forth in detail in the concurrently
16 filed Declaration of James R. Hawkins in Support of Plaintiff’s Motion for Preliminary Approval of
17 Class Action and PAGA Settlement, we respectfully submit that the \$3,500,000.00 Settlement
18 Amount is an excellent result for the Settlement Class and should be approved.

19 4. Preliminary approval is appropriate since the Settlement will provide significant
20 monetary relief to the Settlement Class.

21 5. The Settlement was the product of extensive arm’s length negotiations between
22 counsel and was facilitated by an experienced wage-and-hour class action mediator Steve J.
23 Serratore over the course of a full-day mediation on February 7, 2024. Though cordial and
24 professional, the Settlement negotiations were adversarial and non-collusive in nature. Though the
25 Parties did not reach an agreement at mediation, a Mediator’s Proposal was issued that same day.
26 The Mediator’s Proposal was accepted by the parties and memorialized in a Memorandum of
27 Understanding (“MOU”), executed on April 5, 2024. Thereafter, the Parties negotiated, prepared,
28 and executed the long-form Settlement Agreement which they now present to the Court for approval.

1 6. The Settlement reached is the product of substantial effort by the Parties and their
2 Counsel with the assistance of the Mediator. Although Plaintiffs and Class Counsel believe that the
3 claims may be certified, they recognize the potential risk, expense, and complexity posed by
4 litigation, such as unfavorable decisions on class certification, summary judgment, at trial and/or on
5 the damages awarded, and/or on an appeal that can take several more years to litigate. In addition,
6 if Defendant had prevailed on any of its formidable defenses, the Settlement Class Members may
7 not have received any recovery. On the other hand, this Settlement provides certain and substantial
8 monetary recovery.

9 7. While the Parties dispute whether a class could be certified if the litigation were to
10 continue, they agree, for the purposes of this settlement only, that arguably the Class should be
11 conditionally certified. Plaintiffs contend that the Class is subject to common Covid-19, minimum
12 wage, overtime, meal period, rest period, wage statement, reimbursement, and final pay policies.

13 8. The Parties dispute whether Plaintiffs' claims are typical of the Class for the
14 purposes of any continued litigation of the Action, but agree for the purposes of this settlement
15 only, that Plaintiffs' claims meet the typicality requirement. Plaintiff asserts claims regarding
16 Defendant's compensation, break, reimbursement, final pay, and wage statement policies and
17 practices that are at the core of the lawsuit and they contend that the violations they suffered and
18 the remedies sought are typical of the class.

19 9. Based on our experience in other cases, including wage and hour cases, we are
20 qualified to evaluate the class claims and viability of defenses in this class action. In this case, the
21 recovery for each Settlement Class Member is reasonable, fair and adequate, and a settlement at this
22 time on the terms set forth in the Settlement Agreement is in the best interest of the Settlement Class.
23 The Settlement provides each Settlement Class Member with substantial compensation for the
24 alleged violations when viewed in relation to the costs and risks inherent in obtaining class
25 certification and proceeding to trial.

26 10. I endorse the terms and conditions of the Settlement as set forth in the
27 abovementioned Settlement Agreement.

28 ///

Plaintiff's Counsel Is Experienced in Wage and Hour Litigation

11. In 2003, I graduated magna cum laude from the University of California, Riverside with a Bachelor of Arts Degree. Following graduation, I attended the University of Southern California, Gould School of Law (USC Law School). At various points during law school, I worked with the USC Post-Conviction Justice Project, the Western Center for Disability Rights and the Barrister's Domestic Violence Clinic. During the Summer of 2005, I was a law clerk for the Law Offices of Bruce Austin (Safeco Insurance). In 2007, while a full-time law student, I was also a Judicial Extern for the Honorable Sandra Ikuta, United States Court of Appeals, Ninth Circuit. Thereafter, in 2007, I graduated from the USC Law School. The same year, I was admitted to practice law in the State of California.

12. Since I was admitted to practice law, I have litigated a wide variety of matters on both the plaintiff and defense side. Much of my early experience involved the litigation of general business and labor & employment matters on an individual and class-wide basis. I assisted with the representation of both employers and employees in various capacities, and assisted employers on issues related to compliance with employment laws.

13. Since 2012, my work has largely been focused on individual employment litigation and complex wage and hour class actions and representative action. In my practice as a class action plaintiffs' attorney, I have been involved in litigating, mediating and settling numerous wage and hour class actions dealing with class sizes ranging from several hundred to over 18,000 class members. I have been involved in obtaining settlements ranging up to eight figure settlements.

14. Since 2015, in addition to maintaining my own law practice, I have also been Of Counsel to the law firm of James Hawkins APLC.

15. I have successfully litigated over dozens of class and PAGA actions with James Hawkins APLC as one of the counsels of record, including without limitation:

a. *Smith v. Space Exploration Technologies Corp.*, Los Angeles Superior Court, Case No. BC55429;

b. *Placencia v. Amcor Packaging Distribution, Inc.*, Orange County Superior Court, Case No. 30-2013-00694012-CU-OE-CXC;

- 1 **c.** *Trani v. Lisi Aerospace, et al.*, Los Angeles Superior Court, Case No. BC495527;
2 **d.** *Galvan v. Goodwin Co.*, Orange County Superior Court, Case No. 30-2013-
3 00637062-CU-OE-CXC;
4 **e.** *Reyes v. Bristol Fiberlite*, Orange County Superior Court, Case No. 30-2013-
5 00653425-CU-OE-CXC;
6 **f.** *Gutierrez v. HMT Tank*, USDC Central Dist., Case No. CV14-1967-CAS(MANx);
7 **g.** *Williams v. Il Fornaio America Corp.*, Sacramento County, 34-2011-0009616;
8 **h.** *Aguilar v. 7-Eleven, Inc.*, Orange County, Case No. 30-2009-002687141-CU-OE-
9 CXC;
10 **i.** *Madrigal v. Huntington Beach Market Broiler, Inc.*, Orange County, Case No. 30-
11 2012-00611260;
12 **j.** *Vang v. Jazz Semiconductor, Inc.*, Orange County, Case no. 30-2011-00460278;
13 **k.** *Vigueras v. Red Robin, Intl.*, C.D. Cal. Case No. 8:17-cv-01422-JVS (DFMx);
14 **l.** *Mendez v. Liberty Glass Fabricators, Inc.*, Riverside County Case No. RIC1800119;
15 **m.** *Aguilar v. LDI Mechanical, Inc.*, Riverside County Case No. RIC1610019.

16 16. I was also lead trial counsel in a federal court jury trial in a wage and hour class
17 action, which resulted in an \$8.5 million settlement. *Vigueras v. Red Robin Int'l*, No. SACV 17-
18 1422 JVS (DFMx), 2020 U.S. Dist. LEXIS 262135 (C.D. Cal. Dec. 2, 2020).

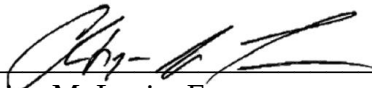
19 17. I am currently litigating at least thirty other wage and hour class and PAGA actions
20 in State and Federal courts in the state of California.

21 18. Based on my experience, I believe that I am qualified to evaluate the strength of the
22 claims and viability of the defenses raised by the Parties. Based on the history of this case and given
23 our firm's extensive experience as class and representative action employment and wage and hour
24 litigators, it is my view that the settlement is fair, reasonable, and adequate, and in the best interest
25 of the Class.

26 19. I have no conflicts of interest with the Class Representatives. I am not related to the
27 Class Representatives. I have not previously represented Defendant in any matter.

1 I declare under penalty of perjury that the foregoing is true and correct.

2 Executed on September 10, 2024 in Encinitas, California.

3 
4 _____
5 Christina M. Lucio, Esq.