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individually and on behalf of all others similarly situated

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **FOR THE COUNTY OF PLACER**

12
13 DARWIN COLINAYO and
14 EDELMIRA MALDONADO, on behalf
of themselves and all others similarly
situated,

16 Plaintiff,

17 v.

18 MCKESSON MEDICAL-SURGICAL
INC., a Virginia Corporation, and DOES
19 1-50, inclusive,

20 Defendants.

Case No. S-CV-0049039

Hon. Trisha Hirashima
Dept.: 42

**DECLARATION OF ZORIK
MOORADIAN IN SUPPORT OF
PLAINTIFFS' MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT, AND MOTION
FOR FEES AND COSTS**

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

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DECLARATION OF ZORIK MOORADIAN

I, Zorik Mooradian, declare as follows:

1. I am an attorney at law duly licensed to practice law in the state of California. I am the principal of Mooradian Law, APC and, along with Haik Hacopian, am counsel for Plaintiff Edelmira Maldonado and have been appointed as Class Counsel in the class action lawsuit entitled *Darwin Colinayo and Edelmira Maldonado, on behalf of themselves and others similarly situated v. McKesson Medical-Surgical Inc.*, and bearing Placer County Superior Court Case No. S-CV-0049039. I make this Declaration in support of Plaintiffs' Motion for Final Approval of Class Action Settlement based on my own personal knowledge and if called as a witness I could and would competently testify to the following facts stated herein.

2. I attended Texas A & M University (Kingsville) and California State University Los Angeles (Los Angeles), and I received a Bachelor of Science degree in Civil Engineering in 1979. I have also attended University of La Verne College of Law, graduated, and was admitted to the State Bar of California in 1988, and have been in good standing since. For the past 35 years, I have litigated hundreds of cases with numerous bench and jury trials. My most recent employment jury verdict was in October 2019, in a Fair Employment and Housing retaliation matter, ranked in the US as the top 100 employment verdicts for that year. I have also been and continue to be plaintiff's counsel in many wage and hour and consumer class actions, complex and multi-party matters.

3. The following is a sample index of class actions/PAGA and individual employment/wage-and-hour cases, in which I have represented and/or continue to represent the plaintiffs, mostly in the capacity of the lead counsel:

4. Granados v. Bimbo Bakeries/CV 09-07329 DMG; Garcia v. Pharmavite /BC435699; Barsamian/Park v. Staples /BC450208 and BC449815; Bosch v. Bakery Holdings/BC484494; Uribe v. American Guard Services/ BC492881; Gamez-Flores v. Haynes Building Services/BC493709; Rodriguez v. KBS/ BC537386; Tovar v. Baron HR, LLC/ BC517984; Perez v. Valleycrest/ BC 538257; Uscanga v. Automotive

1 Creations/BC509401; Gonzales v. Nefab Packing/2;13-cv-04499 JAK-ss; Mendoza v.
2 Accentcare/30-2013-00661891-CU-OE-CXC; Nuno v. Universal Building
3 Maintenance/BC541570; Cabrera v. Complete Facilities Maintenance/BC538248; Valencia
4 v. Rubbercraft/BC 535816; Fuentes v. Kamran Staffing/BC604535; Perez v. El Pollo
5 Loco/BC624001; Perez v. Quest Nutrition/BC630914; Escalante v. Friendly Hills Country
6 Club/BC640583; Serrano v. Noise Group/30-2017-00949440-CU-OE-CXC; Bitton v.
7 Sterling Jewelry, Inc./CIVDS1612665; Blandin v. Malibu Mgt. Svcs., Inc./BC618629;
8 Barrera v. Coast Composites, Inc./30-2017-00909572 CU-OE-CJC; Aguilar v. Sweet Earth
9 Café/19STCV13373; Avina v. Marriott/30-2017-00945551; Azeppita v. Eden Social
10 Restaurants, Inc./30-2019-01077185; Balaguer v. Eminent, Inc./19STCV16803; Barragan v.
11 Golden Hotels Limited Partnership/30-2018-01007420; Boch v. Merchants Building
12 Maintenance/BC681320; Bueno v. Proto Homes/19STCV20011; Cardenas v. Intercon
13 Security/19STCV11259; Castillo v. Robert's Waste/30-2018-01027486; Castro v. Bee Gee
14 Laboratories/BC712857; Contreras Teo v. Golden State Foods/BC708535; Contreras Teo v.
15 Golden State Foods/BC722540; Corona v. Del Amo Hospital/19STCV24741; Cruz Ventura
16 v. WSON-55/19STCV22958; Cruel v. Andreas Elsenhans/19STCV35496; Espinoza v. Don
17 Chava Mgt./19STCV27068; Galvan v. Property Mgt. Associates/BC722781; Godoy v.
18 UCLA/19STCV04634; Gonzalez v. Toyon Catering, Inc./19STCV11369; Gonzalez v. FMS
19 Mgt./30-2019-01065563; Gutierrez v. Anaheim Denn/30-2019-01092546; Guzman v.
20 Millennium Shoes/19STCV33166; Hernandez v. Township Retail Services/18STCV06709;
21 Hernandez v. Resource Employment Solutions/30-2019-01084740; Herrera v. Color Spot
22 Nurseries/30-2017-00933249; Leon v. Island Hospitality Mgt./30-2019-01060719; Martinez
23 v. Snakerz/19STCV02674; Mendoza v. Savage Service Corp./18STCV04798; Martinez v.
24 Riviera Beverages/ 30-2019-01056796; Mendoza v. United Production Framing/30-2019-
25 01104255; Morales Cano v. Coordinated Staffing/19STCV29817; Moreno v. DCX-CHOL
26 Enterprises/19STCV19105; Moreno v. DCX-CHOL Enterprises/19STCV26247; Contoran
27 Najera v. TOPH I, LLC/30-2018-00999474; Nunez v. Wonderland Montessori,
28 LLC/18STCV06042; Enriquez v. The Johnny Rockets Group/19STCV43986; Pallares -

1 Mercado v. MB Santa Ana Restaurants/30-2019-01047135; Perez v. First Rate
2 Staffing/18STCV02057; Popoca v. Denim Technologies/ 19STCV11434; Reidy v. City of
3 Inglewood/18STCV09373; Rosales v. DBR Premium/19STCV32726; Salceda v. GBG USA,
4 Inc./ 18STCV10004; Salceda v. GBG USA, Inc./ 18STCV04778; Torres v. Metro
5 Security/19STCV21114; Torres v. Metro Security/19STCV15680; Trujillo v. Securitas
6 Security Services/19STCV01207; Villacana v. Crothall Laundry Services,
7 Inc./19STCV16330; and Villareal v. Golden Touch Cleaning/30-2019-01108777.

8 5. I am familiar with California wage and hour law and the laws governing the
9 alleged violations in this matter, including but not limited to: California Labor Code Sections
10 201 – 204, 206.5, 210, 226, 221, 224, 226.7, 227.3, 233, 350, 351, 245.5, 246, 246.5, 500,
11 510, 512, 516, 1174, 1194, 1194.2, 1198, 1198.5, 2698, 2699, 2800 and 2802, California
12 Business and Profession Codes 17200 et. seq., the Orders of the Industrial Welfare
13 Commission, and the Private Attorneys General Act.

14 6. I have been appointed as class counsel on behalf of the settlement class. I
15 know of no conflicts that would preclude me, or Mr. Hacopian, from continuing to serve as
16 Class Counsel in this matter. I also know of no conflicts that would preclude Ms. Maldonado
17 from continuing to serve as a Class Representative in this matter.

18 7. As a result of my prior experience as class counsel in other wage and hour
19 class actions, I am fully aware of the responsibilities I owe as Class Counsel to the class in
20 this action. Based on my experience as Class Counsel, I believe, in light of the criteria
21 identified in *Dunk v. Ford Motor Co.* (1996) 48 Cal. App. 4th 1794, 1801, that the proposed
22 settlement continues to remain fair to the class, reasonable and more than adequate in view
23 of (i) the strength of Plaintiffs' claims and Defendant's defenses, (ii) the risk, expense,
24 complexity and likely duration of further litigation, (iii) the risk and difficulty of obtaining
25 class certification and maintaining class action status through trial, (iv) the total settlement
26 amount of \$3,500,000 offered in settlement, (v) the discovery conducted by the Parties in this
27 case, (vi) my experience with similar settlements in wage and hour class actions that have
28 received court approval, and (vii) the fact that the settlement was the result of arms' length

1 negotiations between experienced counsel facilitated by Mr. Steve Serratore, a respected
2 neutral mediator; and (viii) the positive response to the settlement from the class.

3 8. It is important that Ms. Maldonado and Mr. Colinayo are paid a fair amount
4 for their services to the class. Out of 1,387 class members, they are only ones that stepped
5 forward stuck with their cases for an extended period. If it was not for them, the \$3,500,000
6 settlement would not have been obtained for the class. Specifically, the requested sums of
7 \$10,000 to each Plaintiff are fair considering that each payment is less than 0.5% of the gross
8 settlement and Plaintiffs' involvement with these matters over many years. Notably, in the
9 case of Ms. Maldonado, she had been employed with Defendant from 1996 through October
10 2021, a nearly 25-year period. Generally, incentive awards are recognized as overpayments
11 relative to a Plaintiff's individual claim to compensate them for being a class representative.
12 Here, considering Mr. Maldonado's extended employment tenure, the opposite would be true.
13 To the extent that Ms. Maldonado had proceeded with her case on an individual basis, I
14 believe it would have been highly likely that an individual recovery for her would be more
15 than the \$10,000 that is being sought as an enhancement. Moreover, unlike the class
16 members, she and Mr. Colinayo are agreeing to a general release of all claims, which must
17 be assigned additional value.

18 9. My office has handled this matter since November 30, 2021, the date of the
19 initial intake of Plaintiff Maldonado by our office. My billing rate is \$650 per hour. I have
20 spent at least 49 hours on this matter. Thus my present lodestar is \$31,850.00 (\$650 x 49).
21 Attorney Haik Hacopian from my office is also class counsel of record and has expended at
22 least 47 hours at his rate of \$450.00 per hour, for an additional \$21,150 lodestar (\$450 x 47).
23 Thus, the total minimum lodestar for my office thus tallies to \$53,000. Alternatively, to the
24 extent the current Laffey Matrix rates (<http://www.laffeymatrix.com/see.html>) are applied
25 (\$1,141 for myself as an attorney 20+ years out of law school and \$948 for Mr. Hacopian as
26 an attorney 11-19 years out), the lodestar calculates to \$96,287 ([\$1,151 x 47] + [\$948 x 45]).
27 A categorized summary of the work performed by my office on this matter can be set forth
28 as follows:

Category/Tasks	Atty ZM	Atty HH
Preliminary case work including intake and retention, assessment of file for potential claims/lawsuits, review of client records, communication of records request letter to employer and review and assessment of records, research into parties, claims, and potential defenses, review of other pending and related matters/settlements, and incidental work:	11	8
Work on file prior to appearances by Defendant including prep of case initiating pleadings incl complaint, amended pleadings, service, prep and communicate PAGA letter, case calendaring, and incidental work:	8	6
Work on file post-appearance including litigation pleading work, removal to federal court, conferences with counsel, communications with counsel, work on FRCP Scheduling Report, communicate document requests, work on venue transfer with co-counsel, calendaring, and incidental work:	25	20
Appear at full-day mediation with Steve Serratore:	0	7
Post-settlement work including work on MOU, long-form agreement, review with Plaintiff, communications w/counsel, work re preliminary and final approval motions, attention to inquiries from class members, and incidental work:	2	3
Future work including work related to approval hearing, work related to calculations, funding, distribution, accounting, through final conclusion of matter (estimated)	3	3
HOURS	49	47

10. My office has also incurred **\$1,864.10** in costs as follows:

2022	7	22	\$9.20	PAGA Notice Postage (Certified Mail)
2022	7	22	\$75.00	LWDA PAGA Notice Fee
2022	7	22	\$1,435.00	S. Bernardino Superior Lawsuit, Complex Fees
2022	10	22	\$134.99	OneLegal Lawsuit Filing Charges (Physical)
2022	10	22	\$4.00	S. Bernardino Sup. Ct Doc Retrieval Charges
2022	10	28	\$41.18	OneLegal Company Serve Charges (McKesson)
2022	12	1	\$72.07	OneLegal Status Report & Cont. Request Filing (Physical)
2022	12	9	\$92.66	OneLegal FAC Filing Charges

1				\$1,864.10	
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2 I declare under penalty of perjury under the laws of the State of California that the
3 foregoing is true and correct.

4 Executed on March 6, 2025 in Calabasas, California.

/s/ Zorik Mooradian

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Zorik Mooradian