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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

**DECLARATION OF DARWIN COLINAYO
IN SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT, AND MOTION FOR
AWARD OF ATTORNEYS' FEES, COSTS,
AND CLASS REPRESENTATIVE SERVICE
PAYMENTS**

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 I, Darwin Colinayo, declare as follows:

2 1. I am an individual over the age of 18 and a resident of California. The facts set
3 forth herein are true of my own personal knowledge, and if called upon to testify thereto, I could
4 and would competently do so under oath.

5 2. On June 28, 2022, I submitted a letter to the California Labor Workforce
6 Development Agency ("LWDA") alleging that McKesson Medical-Surgical Inc. (1) failed to pay
7 minimum wages; (2) failed to pay overtime owed; (3) failed to provide lawful meal periods; (4)
8 failed to authorize and permit rest periods; (5) failed to timely pay wages during employment; (6)
9 failed to timely pay wages owed upon separation from employment; (7) failed to reimburse
10 necessary expenses; and (8) knowingly and intentionally failed to comply with itemized wage
11 statement provisions.

12 3. On June 28, 2022, I filed a putative class action complaint in Placer County
13 Superior Court, which Defendant removed to the United States District Court, Eastern District of
14 California on September 14, 2022, titled *Darwin Colinayo v. McKesson Medical-Surgical Inc.*,
15 Case No. 2:22-cv-01616-DJC-KJN, asserting causes of action against Defendant for: (1) failure to
16 pay minimum wages; (2) failure to pay overtime owed; (3) failure to provide lawful meal periods;
17 (4) failure to authorize and permit rest periods; (5) failure to timely pay wages during
18 employment; (6) failure to timely pay wages owed upon separation from employment; (7) failure
19 to reimburse necessary expenses; (8) knowing and intentional failure to comply with itemized
20 wage statement provisions; and (9) unfair competition.

21 4. On September 2, 2022, I filed a separate, parallel action for civil penalties under
22 PAGA in the Superior Court of California, County of Placer (Case No. S-CV-0049039). As part
23 of this settlement, I have filed a First Amended Consolidated Complaint in the Placer County
24 Superior Court action, consolidating the class claims into this PAGA action.

25 5. On June 24, 2024, I submitted a supplemental notice to clarify the facts and
26 allegations previously asserted in my original notice by online submission to LWDA and by
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1 electronic mail to Defendant of Defendant's violations of numerous provisions of the California
2 Labor Code and the IWC Wage Orders.

3 6. I worked for Defendant McKesson Medical-Surgical Inc. ("Defendant" or
4 "McKesson") as an hourly, non-exempt employee at the McKesson distribution center in
5 Roseville, California from October 2021 to April 2022. McKesson is a medical distributor that
6 operates in California.

7 7. I allege that during my employment Defendant, *inter alia*, failed to provide
8 compliant meal and rest breaks, failed to pay all minimum and overtime wages owed, failed to
9 pay all wages due upon termination, failed to provide complete and accurate wage statements,
10 failed to reimburse for necessary expenses, failed to pay vested vacation pay, and failed to
11 produce employee records. This was true for myself and my fellow Class Members.

12 8. I understood my duty as Class Representative was to actively participate in the
13 case and keep apprised of its progress and to consider the Class's interests as I consider my own. I
14 have worked diligently to fulfill these duties by assisting my attorneys in investigating and
15 prosecuting this action on behalf of the Class. I do not believe, nor do I have any reason to
16 believe, that my interests in this lawsuit are in conflict with or in any way antagonistic to the
17 interests of my fellow Class Members.

18 9. I understood the risks of serving as Class Representative, including potential
19 liability for Defendant's costs/fees and reputational harm that could affect future employment
20 prospects. Despite these risks, I felt obligated to pursue this case to vindicate our rights and
21 recover wages owed.

22 10. As one of the named Plaintiffs in this action, I have provided significant assistance
23 to Class Counsel in this case. Among other things, I provided factual background for the
24 mediation and Complaints; spoke with other class members about their experiences working for
25 Defendant; reviewed the Complaints and settlement documents; searched for and provided
26 documents; reviewed documents with my attorneys; participated in calls and conferences to
27 discuss litigation and settlement strategy; prepared for my deposition, traveled to my deposition,
28 and had my deposition taken; assisted in responding to discovery; and made myself available for

1 a full-day mediation. At no time did I ever have a guarantee of any personal benefit as a result of
2 this case. On the contrary, I assumed significant risk in bringing this litigation, namely, had I lost,
3 I could have been ordered to pay Defendant's costs, and my name will be attached to this lawsuit.

4 11. My attorneys provided me the proposed Class Action and PAGA Settlement,
5 which I carefully reviewed and discussed with them before signing. As Class Representative, I
6 have agreed to a broader release than other Class Members.

7 12. I am informed that, if approved, 1,422 current and former employees of Defendant
8 will participate in the Settlement and receive payments they may not otherwise have recovered
9 but for this case. I am further informed that, in response to the Class Notice, no Class Members
10 requested to be excluded from the Settlement or submitted a written objection to the Settlement.

11 13. I am informed that the average gross Individual Settlement Payment to Class
12 Members is estimated to be \$1,416.75 and the highest gross payment is estimated to be
13 \$4,580.65. In addition, Participating Class Members who are also PAGA Members will receive
14 an additional payment for their share of the PAGA Payment.

15 14. To date, I have not received any benefits from the action. I understand that, if the
16 Court grants final approval of the settlement, I will receive an Individual Settlement Payment
17 according to the same formula as the other Class Members. I may also receive a Class
18 Representative Service Payment if approved by the Court.

19 15. I understand the Settlement also includes a proposed Service Payment to me in the
20 amount of \$10,000.00. I understand the Service Payment is not guaranteed and the Court has
21 discretion over the proposed Service Payment, meaning the Court gets to decide whether to award
22 the proposed Service Payment and the amount awarded. I personally think a \$10,000 Service
23 Payment is fair compensation for the time and risks I have taken to help the Class Members and
24 State of California, and in light of the excellent result achieved for the Class Members. I estimate
25 that I have devoted between 50 and 60 hours to the litigation of this matter.

26 16. I believe this amount is reasonable considering the amount of work and time I
27 spent with my attorneys to achieve this excellent settlement over more than four years. The time
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1 and service I provided to the Class resulted in the Parties agreeing to settle the case and in a
2 positive outcome to the entire Class, who will receive a share of the settlement funds in this case.

3 17. I also think the Service Payment is fair to help compensate for the reputational risk
4 I have taken in being a class and PAGA representative. Any future employer performing a
5 background or social media check will easily find my name as a Plaintiff in this case and they
6 may be wary of hiring someone they think is litigious. I understood the risks involved in being a
7 Plaintiff in this case, including the stigma attached to being associated with an employment class
8 and representative action, the potential of losing the case and being responsible for expenses, and
9 that such complex cases can drag out for years. Despite these risks, however, I believed that I had
10 to do what was right and brought this lawsuit.

11 18. Moreover, as a term of the settlement, I have agreed to give a broad release of all
12 claims that I had or might have against Defendant arising from my employment relationship. No
13 other Class Member, aside from the other named Plaintiff, is required to give such a release.

14 19. Except for this action, I have not been named as a class representative in any other
15 case, pending or closed.

16 20. As the appointed Class Representative, I remain committed to this case and will
17 continue to participate as needed in final approval and the settlement administration process.

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

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21 Executed on 03/14/25 in Lincoln, California.

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24 Darwin Colinayo (Mar 14, 2025 10:47 PDT)
25 Darwin Colinayo
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