

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

Attorneys for Plaintiff Darwin Colinayo,
on behalf of himself and 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

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

**DECLARATION OF PLAINTIFF
DARWIN COLINAYO 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

1 I, Darwin Colinayo, declare as follows:

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

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

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

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

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

27 6. I worked for Defendant McKesson Medical-Surgical Inc. ("Defendant" or "McKesson")
28 as an hourly, non-exempt employee at the McKesson distribution center in Roseville, California from

1 October 2021 to April 2022. McKesson is a medical distributor that operates in California.

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

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

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

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

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

28 I declare under penalty of perjury under the laws of the United States and the State of California

1 that the foregoing is true and correct.

2 Executed on 08/22/2024 in Lincoln, California.

3
4 
Darwin Colinayo (Aug 22, 2024 18:35 PDT)
5 Darwin Colinayo
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28