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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

KAYCIE CROSSLEY, an individual, on behalf
of herself, and on behalf of all persons similarly
situated,

Plaintiff,

v.

CEREBRAL MEDICAL GROUP, P.A., a
Professional Association; CEREBRAL
MEDICAL GROUP, A PROFESSIONAL
CORPORATION, a Professional Corporation,
and DOES 1 through 50, inclusive,

Defendants.

Case No. CGC-22-599132

**DECLARATION OF KAYCIE
CROSSLEY IN SUPPORT OF
MOTION FOR PRELIMINARY
APPROVAL OF CLASS
SETTLEMENT**

Hearing Date: May 31, 2023

Hearing Time: 9:30 a.m.

Judge: Hon. Richard B. Ulmer

Dept: 302

Action Filed: April 11, 2022

Trial Date: Not Set

1 I, Kaycie Crossley, declare as follows:

2 1. I am over the age of eighteen, a Plaintiff and a proposed Class Representative in the
3 above-entitled matter. I submit this declaration in support of the Motion for Preliminary
4 Approval of Class Settlement and in support of my application for a Class Representative
5 Service Payment.
6

7 2. I have personal knowledge of all the facts stated herein. I could and would competently
8 testify under oath to these facts in court if requested to do so.

9 3. I worked for the above-referenced defendants (“Cerebral Medical”) in California as a
10 Care Counselor from April of 2021 to August of 2021 and during that time period I was
11 classified by Cerebral Medical as an independent contractor.
12

13 4. I retained the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP, who are
14 experienced in both class action & PAGA representative action litigation and claims against
15 employers for violations of the California Labor Code. I have no personal relationship or family
16 ties to my attorneys or any officer of the Court. I am not aware of having any actual or potential
17 conflicts of interest with another member of the class in this case nor am I aware of having any
18 actual or potential conflicts of interest with ILYM, the settlement administrator. I am not aware
19 of any other pending matter or action asserting claims that will be extinguished or adversely
20 affected by this settlement.
21

22 5. I decided to file this class action lawsuit for the benefit of myself and other individuals
23 who worked for Cerebral Medical and who were classified as independent contractors and be a
24 class representative because I felt that my legal rights and others like me were violated. In short,
25 I believe I was misclassified as an independent contractor. As a result of being misclassified by
26 Cerebral Medical, I was denied certain rights and protections under the labor code. Among other
27

1 things, I was not paid all wages for all hours worked, I was not paid overtime for overtime hours
2 worked and I was not provided with compliant meal and rest breaks.

3 6. This class action case was filed on April 11, 2022. Before the complaint was filed I
4 spoke to my attorneys several times and discussed how Cerebral Medical implemented its
5 company policies and procedures. I also assisted my attorneys in their investigation into my
6 claims by providing them documents and answering their questions. I reviewed the complaint
7 before it was filed and after it was filed I was given access to an electronic file sharing program
8 that alerted me via email when important documents were filed so that I could review them and
9 keep up with the developments in the case which I understood was one of my duties as a class
10 representative. I would also contact my attorneys from time to time if I had any questions about
11 the case.
12

13 7. Even though this action is in the process of settling, I was and remain prepared to
14 perform all the duties of a class representative. I understand that as a class representative I have
15 assumed a fiduciary responsibility to prosecute this class action on behalf of the absent
16 individuals who worked for Cerebral Medical and who were classified as independent
17 contractors during the class period. I have understood that as a fiduciary, I have a duty to
18 prosecute this action for the benefit of the members of the class and surrender any right to
19 compromise the group action for an individual gain.
20

21 8. I understood that being a plaintiff/class representative in this case meant that I
22 was seeking damages not only for myself but also other current and/or former individuals
23 working for Cerebral Medical in California who were classified as independent contractors. I
24 felt that this group of employees were not aware of their labor law rights and even if they were
25 they would probably be apprehensive about speaking up or even simply because of the time,
26

1 effort and risk involved in filing a class action lawsuit.

2 9. I understood that being a part of this lawsuit involved risks. For example, my
3 attorneys explained to me that if the case went to trial and we lost, I could be held responsible to
4 pay for all or part of the attorney fees and costs paid by Cerebral Medical to defend this lawsuit.
5 Also, I knew there was a risk that future employers, if they ever found out about this lawsuit,
6 could hold it against me or downgrade me as a potential hire. As the only named Plaintiff in this
7 case it would not be difficult for a future employer to become aware that I sued a former
8 employer for labor law violations. Ultimately I decided these risks were worth it and decided to
9 fight for my rights and the rights of others regardless of the risks, time and effort I spent on this
10 case.
11

12 10. During the lawsuit I stayed in touch with my attorneys by phone and email. I also
13 kept up to date on important developments by reviewing court filings that were made available to
14 me electronically as I described above.
15

16 11. A mediation took place on February 22, 2023 with Hon. Carl J. West (Ret.), a
17 former judge and an experienced mediator of wage and hour class actions. Following the all-day
18 mediation session, the parties agreed to settle the action based on a mediator's proposal. I
19 communicated with my attorneys regarding the terms of the settlement which was reached
20 between the parties and understood that I was representing absent class members and therefore
21 wanted the best possible result to be obtained for the class and I believe a very positive result
22 was in fact achieved via settlement. I reviewed and signed the Memorandum of Understanding
23 on March 1, 2023 and when the final settlement papers were ready, I closely reviewed the
24 Settlement Agreement which I signed on April 5, 2023.
25

26 12. I have been actively involved with this class action lawsuit performing the duties
27

1 described above. Although I did not keep time records, I was in regular contact with my
2 attorneys, reviewed court filings, and spent a significant amount of time on the issues presented
3 during the lawsuit and in the settlement process. I estimate that I spent approximately 40-50
4 hours working on this case up until this point. I believe I have been diligent and have done what
5 is expected of a named plaintiff and a proposed class representative to date, and will continue to
6 do so. I have and always will maintain the best interest of the class.
7

8 13. My attorneys explained to me that the settlement process involves a two-step
9 review by the Court to determine whether the settlement is fair before approving the settlement.
10 I know this process also involves notifying all class members of the settlement terms and of their
11 rights to make a claim for their settlement share, to opt out of the settlement or to object to the
12 settlement.
13

14 14. I believe I did the right thing by filing this case on behalf of the class who are in
15 line to receive monetary payments as a result of this case and settlement. I also believe that the
16 requested Class Representative Service Payment of \$10,000 from the settlement is fair
17 compensation for the work I performed and the risks I undertook.

18 15. As part of the settlement it was necessary for me to sign a general release of all
19 claims I may have against Cerebral Medical. I believe the Class Representative Service Payment
20 I have requested provides me with some compensation for this agreed release.
21

22 16. I have not entered into any undisclosed agreements nor have I received any
23 undisclosed compensation in this case. The only compensation I will receive is whatever amount
24 the Court awards as a service payment, as well as my share as a class member of the settlement
25 fund.
26

27 17. In light of all the time and effort I have spent on this case, the risk I undertook by
28

1 suing a former employer, the exposure to being responsible for paying Cerebral Medical's costs
2 in the event we did not win the case, the reputational risk that future employers may hold this
3 lawsuit against me, the general release, and in light of the size of the settlement, I believe the
4 request for \$10,000 as a Class Representative service payment is fair and reasonable.

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

7
8 Executed on Apr 18, 2023, at Santa Cruz, CA.
(city, state)

9
10 
Kaycie Crossley (Apr 18, 2023 13:15 MDT)
11 Kaycie Crossley