

1 **AEGIS LAW FIRM, PC**

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10 Attorneys for Plaintiff, individually
11 and on behalf of all others similarly situated

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **FOR THE COUNTY OF KERN**

14 JON RILEY and LESHAY STREETER,
15 individually and on behalf of all others
16 similarly situated,

17 Plaintiff,

18 vs.

19 BEST PRACTICE MEDICINE, LLC, a
20 Limited Liability Company; and DOES 1
21 through 50, inclusive,

22 Defendant.

Case No. BCV-22-102688

Assigned for All Purposes to:
Hon. Judge Thomas S. Clark
Department 17

**DECLARATION OF JESSICA L.
CAMPBELL IN SUPPORT OF
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: October 29, 2025
Time: 8:30 a.m.
Dept: 17

1
2 I, Jessica L. Campbell, hereby declare as follows:

3 1. I am an attorney at law licensed to practice before all the courts of the State of
4 California. I am a partner at Aegis Law Firm, PC, counsel for Plaintiff Leshay Streeter
5 (“Plaintiff”) in this matter. I am thoroughly familiar with and have personal knowledge of all
6 the facts set forth herein.

7 2. I submit this declaration in support of Plaintiff’s Motion for Final Approval of
8 Class Action Settlement (“Final Approval Motion”). If called as a witness, I could and would
9 competently testify thereto.

10 **Counsel’s Qualifications**

11 3. Aegis Law Firm prosecutes wage and hour cases, including class actions on
12 behalf of employees and others who have had their rights violated. Aegis, either on its own or
13 with co-counsel is currently serving as plaintiffs’ counsel of record in dozens of wage and hour
14 and employment class action cases pending in both state and federal court.

15 4. The attorneys working on this case have been appointed class counsel in many
16 cases, through both contested motions and settlement approval motions.

17 5. Aegis has litigated and successfully resolved many wage and hour class action
18 cases involving failure to pay wages and derivative Labor Code claims and penalties. *See, e.g.,*
19 *Calma v. Scooter Brew, Inc.*, San Diego Superior Court, Case No. 37-2021-00050379-CU-OE-
20 CTL (class certification granted on April 12, 2024 for non-exempt restaurant employees’ on issues
21 of expense reimbursement, unpaid wages for off-the-clock work, meal violations, inaccurate
22 wage statements and waiting time penalties); *Vinalay v. Union City Hotel Management Corp. et*
23 *al.*, Case No. 37-2019-00021268-CU-OE-CTL (class certification granted on April 4, 2022 for
24 non-exempt employees on issues of unpaid overtime, automatic meal period deductions,
25 inaccurate wage statements, and waiting time penalties); *Roman, et al. v. TRM Manufacturing,*
26 *Inc.*, Riverside Superior Court, Case No. RIC1706458 (class certification granted on December 17,
27 2020 for all current and former non-exempt workers’ on issues of rounding, meal period, and rest
28 period claims); *Gamboa v. Kamran, et al.*, San Bernardino Superior Court, Case No.

1 CIVDS1605273 (class certification granted on September 16, 2019, for factory workers on issues
2 of rounding, automatic deduction of first meal period, and second meal period); *Romo, et. al, v.*
3 *GMRI, Inc. d/b/a/ Olive Garden*, United States District Court Central District of California, Case
4 No. EDCV-12-0715-JLQ (class certification granted for restaurant workers' rest period claims);
5 *Sawyer v. Retail Data, LLC*, Orange County Superior Court, Case No. 30-2014-00753767-CU-
6 OE-CXC (unpaid wage and rest break claims for piece rate workers); *Gonzalez v. SFFI Company,*
7 *Inc., et. al*, San Bernardino County Superior Court, Case No. CIV DS1504287 (unpaid wages,
8 meal period and rest break claims for non-exempt employees); *Antoine v. Riverstone Residential*
9 *California, Inc., et. al*, Sacramento County Superior Court, Case No. 34-2013-00155974 (rate of
10 pay, on-call time, unpaid wage, meal period, rest break, and expense reimbursement claims for
11 non-exempt employees); *Nguyen v. Pharmerica*, Orange County Superior Court, Case No. 30-
12 2014-00716072-CU-OE-CXC (unpaid wages and unreimbursed expenses for pharmacists);
13 *Orellana v. Westlake*, Los Angeles County Superior Court, Case No. BC539614 (unpaid
14 overtime, meal period and rest break claims for call center employees); *Kent v. Mountain View*
15 *Child Care, Inc.*, Los Angeles County Superior Court, Case No. BC539633 (minimum wage,
16 overtime, meal period, and rest break claims for hospital workers); *Durroh v. East West Bank,*
17 Los Angeles County Superior Court, Case No. BC528860 (overtime claims for failure to include
18 bonuses in regular rate of pay for bank workers); *O'Brien et al. v. Pizza Hut of Southeast Kansas,*
19 *Inc. et al.*, Riverside County Superior Court, Case No MCC 1301030 (meal period and expense
20 reimbursement claims for delivery drivers); *Bell v. Prime Healthcare*, Orange County Superior
21 Court, Case No. 30-2011-00475240-CU-OE-CXC (overtime claims for failure to include shift
22 premiums in regular rate of pay and failure to provide meal and rest periods to hospital workers),
23 *Grana v. Toys R US-Delaware, Inc.*, Central District of California, Case No. 2:13-cv-01302-DSF-
24 JCG (bag check claims for unpaid wages and failure to provide meal periods and rest breaks to
25 retail employees); *Mendez v. H.J. Heinz Company, L.P., et. al*, Orange County Superior Court,
26 Case No. 30-2013-00644915-CU-OE-CXC (failure to pay all wages to factory workers due to
27 rounding practice); *Fresh & Easy Wage and Hour Cases*, Los Angeles Superior Court, Cas No.
28 JCCP 4705 (failure to provide meal and rest periods to supermarket workers); *Lunsford v Stater*

1 *Bros.*, Riverside Superior Court, Case No. RIC 1104475 (failure to provide meal and rest periods
2 to supermarket workers); *Gregg v. Belo*, Riverside Superior Court, Case No. RIC 523697 (unpaid
3 wages and missed meal and rest periods due to misclassification of newspaper delivery
4 employees); *Brown v. Experian Information Solutions, Inc., et. al.*, Orange County Superior
5 Court, Case No. 30-2012-00375163 (misclassification of engineers and similar positions); *Tereth*
6 *v. Shakey's USA, Inc.*, Los Angeles Superior Court, Case No. BC441359 (failure to provide meal
7 and rest periods to restaurant employees); *Azurin v. Harbor Distributing LLC, et. al.*, Los Angeles
8 Superior Court, Case No. BC421392 (failure to pay overtime wages, provide meal and rest
9 periods, reimburse business expenses to Account Managers); *Caffero v. ABC* (failure to provide
10 meal periods and reimburse expenses of therapists).

11 6. Samuel A. Wong is a graduate of University of Pennsylvania Law School, where
12 he received his J.D. in 2001. Mr. Wong received a Bachelors of Arts in Sociology from the
13 University of California at Berkeley in 1997.

14 7. After graduation from law school in 2001, the same year in which Mr. Wong took
15 and successfully passed the California Bar Exam, Mr. Wong moved to back to Los Angeles,
16 California where he was employed at Paul Hastings, Janofsky & Walker, LLP. While working in
17 the employment department at Paul Hastings, he was involved in numerous wage and hour class
18 action lawsuits and other employment related matters.

19 8. Mr. Wong became a founding partner of Aegis Law Firm, PC in 2003, and focused
20 his practice on plaintiff's side employment work. Throughout his years of practice, Mr. Wong
21 represented and obtained successful outcomes for his clients, including awards through
22 arbitration and trial.

23 9. Mr. Wong is a member of the Orange County Bar Association, Orange County
24 Trial Lawyers Association, and California Employment Lawyers Association.

25 10. Mr. Wong was chosen by Law and Politics Magazine as a Super Lawyer Rising
26 Star, representing one of the top 2.5% of lawyers under 40 in Southern California in 2011, 2012,
27 2013, and 2014. He was chosen by Law and Politics Magazine as a Super Lawyer in 2015, 2016,
28

1 2017, and 2018. Mr. Wong was also chosen as a Top Attorney in the field of employment law by
2 OC Metro in 2014, 2015, and 2018. Mr. Wong currently bills at a rate of \$950 per hour.

3 11. Kashif Haque received his J.D. in 2001 from Washington University School of
4 Law. While in law school, Mr. Haque was a member of the Law Review Editorial Board, author
5 of an article published in the Law Review, Executive Board Member of Moot Court, and a
6 member of the Dean's List. He received a Bachelor's of Science in Business Administration from
7 the University of Central Missouri in 1998, where he was a member of the Beta Alpha Psi honors
8 fraternity.

9 12. Since 2004, Mr. Haque has exclusively focused his practice on plaintiff's
10 employment litigation with a specific focus on wage and hour claims. Since then, he has
11 represented over 500,000 employees with their employment claims, many of which included
12 wage and hour claims. He has been appointed class counsel in approximately 100 cases and is
13 currently litigating over 150 employment wage and hour class action cases.

14 13. Mr. Haque authored a book on employment litigation strategies with West
15 Publishing and has been invited to speak on class action and wage and hour issues on numerous
16 occasions. He has spoken at seminars by the State Bar of California, California Employment
17 Lawyer's Association (CELA), Orange County Bar Association, and various other CLE
18 providers. Mr. Haque is the former Chair for the Labor and Employment Section of the Orange
19 County Bar Association. He was selected as one of the Top 50 Attorneys in Orange County by
20 Super Lawyers for 2017 and 2019. He has been a Super Lawyer for every year from 2009 to the
21 present. OC Register/Metro has selected him as one of the Top 5 Employment Lawyers in Orange
22 County for every year the list was published, from 2012 to 2021. Mr. Haque currently bills at a
23 rate of \$950 an hour.

24 14. I am a partner at Aegis Law Firm. I was admitted to the California Bar in December
25 of 2011, and received my J.D. from Santa Clara University School of Law and my B.A. from the
26 University of California, Berkeley. I have dedicated my career to plaintiffs' side class actions.
27 My experience includes successful work on class action appeals, class certification motions, and
28 class settlements. I was chosen by Law and Politics Magazine as a Super Lawyer Rising Star,

1 representing one of the top 2.5% of lawyers under 40 in Southern California for several years. I
2 currently bill at a rate of \$800 per hour.

3 15. Stuart H. Kluff is a former associate at Aegis Law Firm. He was admitted to the
4 California Bar in June of 2017 and received his J.D. from Loyola Law School of Los Angeles,
5 and his B.A. from University of California, Riverside. Prior to joining Aegis Law Firm, he
6 worked at a Los Angeles civil litigation firm where he focused primarily on plaintiffs'-side
7 employment litigation, and continued to do so at Aegis. Mr. Kluff billed at a rate of \$625 per hour
8 when he worked on this case.

9 **Class Counsel's Fees and Costs**

10 16. Aegis' hourly rates are comparable to those charged by other class action
11 plaintiff's counsel and the firms defending class actions. *See*
12 <http://www.laffeymatrix.com/see.html> (Laffey Matrix); *see also Ellis v. Harder Mech.*
13 *Contractors, Inc.*, No. 21-CV-00844-JSW, 2023 WL 2620145, at *5 (N.D. Cal. Mar. 22, 2023)
14 (finding "hourly rates of \$950 for partners and \$675 for senior associates" to be "reasonable and
15 consistent with the rates charged by other attorneys with similar experience"). Our attorneys have
16 specifically been approved at these rates. *See, e.g., Victor Rangel v. President and Board of*
17 *Trustees of Santa Clara College*, Santa Clara Superior Court, Case No. 23CV413920, Order dated
18 August 15, 2024 (approving Jessica Campbell at \$800 per hour, stating "counsel's hourly rates
19 are reasonable"); *Karen Hecker v. Mathew Enterprise, Inc.*, Santa Clara County, Case No.
20 22CV405334, Order dated August 21, 2024, (finding \$600 per hour reasonable for an Aegis class
21 action attorney Julia Toscano who graduated in 2018).

22 17. Aegis' current lodestar reflects 131.4 hours of work resulting in \$107,965.00 in
23 fees, excluding the time Counsel will spend at the final approval hearing and helping with
24 Settlement Administration after final approval.

25 18. Aegis dedicated significant resources to this case by dividing the tasks required
26 according to skill level, and the professional hours generated by each attorney are neither
27 unreasonable nor duplicative. This time could have been spent on other potentially lucrative
28

cases. Aegis' lodestar reflects the efficiencies achieved by a law firm experienced in this field. The chart below shows the calculation of hours spent by each of Aegis' attorneys on this case.

Attorney	Hours	Hourly Rate	Total
Kashif Haque	58.4	\$950.00	\$55,480.00
Jessica L. Campbell	39.2	\$800.00	\$31,360.00
Stuart Kluft	33.8	\$625.00	\$21,125.00
Totals	131.4		\$107,965.00

19. Our firm along with co-counsel bore the entire risk of recovery. We took this case on a pure contingency basis, with no guarantee of any payment. Before mediation, we spent significant time on discovery, resolving discovery disputes and preparing for mediation despite the risk of recovering nothing. Had the litigation continued, Defendants would undoubtedly have mounted an aggressive defense at the certification stage and at the merits stage. A defeat at one of these stages could have foreclosed the possibility of our firm recovering any remuneration for our time and effort.

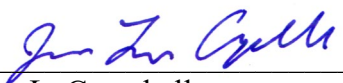
20. In litigation costs, Aegis has spent \$13,601.90 on items such as filing fees, postage, mediation fees, and other fees related to the litigation. A true and correct copy of Aegis' Cost Report is attached hereto as Exhibit 1. All of the costs were reasonable and necessary for the prosecution of this case.

Exhibits

21. A true and correct copy of Class Counsel's cost report for costs incurred in this Action is attached hereto as **Exhibit 1**.

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

Executed on September 25, 2025 at Irvine, California.



Jessica L. Campbell

EXHIBIT 1

Matter Billing Detail

Report Date: 9/25/2025
Report Time: 1:35PM
Page: 1 of 3
User ID: Campbell

Aegis Law Firm, PC

Date Range: 03/01/2011 to 09/25/2025
Client: 47962 - Leshay Streeter
Matter: 1180 - Streeter v. Best Practice Medicine

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
		Balance Forward:	\$0.00						
08/12/2022	FF	LWDA Filing Fee	\$75.00		Unbilled				
08/12/2022	FF	Filing Fee - Summons, Complaint, and Complex Fee	\$1,503.35		Unbilled				
09/21/2022	SOP	Service of Process - Best Practice Medicine	\$292.60		Unbilled				
10/12/2022	FF	Filing Fee - Req to Cont (rejected)	\$6.75		Unbilled				
10/12/2022	FF	Filing Fee - Req for Cont	\$31.75		Unbilled				
11/29/2022	FF	Filing Fee - Amended Complaint	\$10.95		Unbilled				
12/13/2022	FF	Filing Fee	\$10.95		Unbilled				
12/22/2022	FF	Filing Fee	\$10.95		Unbilled				
02/01/2023	FF	Vendor: Case Anywhere, LLC; Date: 2/1/2023 - Filing Fee-System access and document process fee	\$135.90		Unbilled			996238	Case Anywhere, LLC
03/17/2023	FF	Filing Fee	\$11.45		Unbilled				
05/01/2023	FF	Vendor: Case Anywhere, LLC; Date: 5/1/2023 - Filing Fee-System access and document process fee	\$135.00		Unbilled			996360	Case Anywhere, LLC
08/01/2023	FF	Vendor: Case Anywhere, LLC; Date: 8/1/2023 - Filing Fee-System access and document process fee	\$135.00		Unbilled			996459	Case Anywhere, LLC
11/01/2023	FF	Vendor: Case Anywhere, LLC; Date: 11/1/2023 - Filing Fee-System access and document process fee	\$135.00		Unbilled			996574	Case Anywhere, LLC
02/06/2024	FF	Vendor: Case Anywhere, LLC; Date: 2/6/2024 - Filing Fee-System access and document process fee	\$135.00		Unbilled			996698	Case Anywhere, LLC
02/07/2024	MED	Vendor: Signature Resolution; Date: 2/7/2024 - Mediation Services-	\$4,200.00		Unbilled			996700	Signature Resolution
03/12/2024	FF	Filing Fee	\$16.15		Unbilled				
04/10/2024	EXP	Vendor: Berger Consulting Group, LLC; Date: 4/10/2024 - Expert Witness Fee-	\$2,680.00		Unbilled			996781	Berger Consulting Group, LLC
05/01/2024	FF	Vendor: Case Anywhere, LLC; Date: 5/1/2024 - Filing Fee-System access and document process fee	\$135.00		Unbilled			996797	Case Anywhere, LLC
06/27/2024	FF	Filing Fee	\$36.95		Unbilled				

Matter Billing Detail

Aegis Law Firm, PC

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
07/15/2024	FF	Filing Fee	\$16.15		Unbilled				
08/05/2024	FF	Vendor: Case Anywhere, LLC; Date: 8/5/2024 - Filing Fee-System access and document process fee	\$147.00		Unbilled			996884	Case Anywhere, LLC
10/21/2024	FF	Filing Fee	\$17.70		Unbilled				
11/01/2024	FF	Vendor: Case Anywhere, LLC; Date: 11/1/2024 - Filing Fee-System access and document process fee	\$141.00		Unbilled			996949	Case Anywhere, LLC
12/10/2024	FF	Filing Fee	\$17.70		Unbilled				
01/28/2025	FF	Filing Fee	\$63.25		Unbilled				
02/04/2025	FF	Vendor: Case Anywhere, LLC; Date: 2/4/2025 - Filing Fee-System access and document process fee	\$147.00		Unbilled			997032	Case Anywhere, LLC
02/27/2025	FF	Filing Fee	\$79.10		Unbilled				
03/04/2025	FF	Filing Fee	\$16.70		Unbilled				
03/05/2025	FF	Vendor: Case Anywhere, LLC; Date: 3/5/2025 - Filing Fee-System access and document process fee	\$45.00		Unbilled			997056	Case Anywhere, LLC
03/05/2025	FF	Filing Fee	\$12.95		Unbilled				
03/05/2025	FF	Filing Fee	\$16.70		Unbilled				
04/07/2025	FF	Vendor: Case Anywhere, LLC; Date: 4/7/2025 - Filing Fee-System access and document process fee	\$45.00		Unbilled			997083	Case Anywhere, LLC
05/05/2025	FF	Vendor: Case Anywhere, LLC; Date: 5/5/2025 - Filing Fee-System access and document process fee	\$45.00		Unbilled			997103	Case Anywhere, LLC
06/12/2025	FF	Vendor: Case Anywhere, LLC; Date: 6/12/2025 - Filing Fee-System access and document process fee	\$45.00		Unbilled			997132	Case Anywhere, LLC
06/30/2025	FF	Filing Fee	\$18.70		Unbilled				
07/01/2025	FF	Vendor: Case Anywhere, LLC; Date: 7/1/2025 - Filing Fee-System access and document process fee	\$45.00		Unbilled			997152	Case Anywhere, LLC
07/03/2025	FF	Filing Fee	\$18.70		Unbilled				
08/04/2025	FF	Vendor: Case Anywhere, LLC; Date: 8/4/2025 - Filing Fee-System access and document process fee	\$51.00		Unbilled			997177	Case Anywhere, LLC

Matter Billing Detail

Aegis Law Firm, PC

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
09/08/2025	FF	Vendor: Case Anywhere, LLC; Date: 9/8/2025 - Filing Fee-System access and document process fee	\$69.00		Unbilled			997207	Case Anywhere, LLC
09/25/2025	CC	Cumulative Copies, Faxes, Scans, Postage	\$2,846.50		Unbilled				
Total:			\$13,601.90	\$0.00					
Balance:			\$13,601.90						
Total Fees Billed- - - - -			\$0.00						
Total Fees Unbilled : - - - - -			\$0.00						
Total Fees Received : - - - - -			\$0.00						
Total Soft Cost Billed : - - - - -			\$0.00						
Total Soft Cost Unbilled : - - - - -			\$0.00						
Total Soft Cost Received : - - - - -			\$0.00						
Total Hard Cost Billed : - - - - -			\$0.00						
Total Hard Cost Unbilled : - - - - -			\$13,601.90						
Total Hard Cost Received : - - - - -			\$0.00						
Total Taxes Billed : - - - - -			\$0.00						
Total Taxes Unbilled : - - - - -			\$0.00						
Total Taxes Received : - - - - -			\$0.00						
Total Late Charges Billed : - - - - -			\$0.00						
Total Late Charges Unbilled: - - - - -			\$0.00						
Total Late Charges Received : - - - - -			\$0.00						
Trust Balance: - - - - -			\$0.00						