

AEGIS LAW FIRM, PC
KASHIF HAQUE, State Bar No. 218672
SAMUEL A. WONG, State Bar No. 217104
JESSICA L. CAMPBELL, State Bar No. 280626
JULIA M. TOSCANO State Bar No. 326272
9811 Irvine Center Drive, Suite 100
Irvine, California 92618
Telephone: (949) 379-6250
Facsimile: (949) 379-6251
Email: jcampbell@aegislawfirm.com
jtoscano@aegislawfirm.com

Attorneys for Plaintiff Kourtney Lee Evans,
individually and on behalf of all others similarly situated.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

KOURTNEY LEE EVANS, individually and
on behalf of all others similarly situated,

Plaintiff,

vs.

TREASURY WINE ESTATES AMERICAS
COMPANY; and DOES 1 through 20,
inclusive,

Defendants.

Case No. 23CV026770

*Assigned for all purposes to
Hon. Evelio Grillo
Dept. 21*

**DECLARATION OF JULIA M.
TOSCANO IN SUPPORT OF MOTION
FOR APPROVAL OF PAGA
SETTLEMENT**

1 I, Julia M. Toscano, declare as follows:

2 1. I am an attorney licensed to practice law in the State of California. I am a Partner with
3 Aegis Law Firm, PC (“Aegis”) and the attorney of record for Plaintiff Kourtney Lee Evans
4 (“Plaintiff”). The following facts are within my personal knowledge and if called as a witness, I could
5 and would competently testify thereto.

6 2. I submit this Declaration in support of Plaintiff’s Motion for Approval of Private
7 Attorneys General Act Representative Action Settlement.

8 3. On January 31, 2023, Plaintiff’s counsel sent a letter to the California Labor &
9 Workforce Development Agency (“LWDA”) via online submission and to Defendant Treasury Wine
10 Estates Americas (“Defendant”) via certified mail regarding Defendants’ alleged violations.

11 4. The LWDA did not respond to this notice within 65 days, indicating it did not intend
12 to investigate, thus allowing Plaintiff to file the instant lawsuit pursuant to Labor Code Section
13 2699.3(a)(2)(A).

14 5. On January 31, 2023 Plaintiff filed his Complaint as a class action lawsuit, alleging
15 that, Defendant failed to: (1) pay minimum wages, (2) pay overtime wages, (3) provide lawful meal
16 periods or compensation in lieu thereof, (4) authorize or permit lawful rest breaks or provide
17 compensation in lieu thereof, (5) provide reimbursement of business expenses (6) provide accurate
18 itemized wage statements, (7) pay all wages timely during employment, (8) pay all wages timely upon
19 separation of employment and, (9) abide by the requirements of California Business and Professions
20 Code Section 17200 *et seq.* Toscano Decl. at ¶ 5. On April 10, 2023, Plaintiff filed his First Amended
21 Complaint adding a claim for Enforcement of the Private Attorneys General Act (“PAGA”).

22 6. Due to the presence of arbitration agreements that Plaintiff and class members
23 allegedly signed, Plaintiff dismissed his individual and class claims and proceeded on a PAGA-only
24 basis.

25 7. The Parties agreed to attend private mediation for Plaintiff’s individual and
26 representative PAGA claims. In preparation for mediation, Defendant informally produced data and
27 documents for Plaintiff to evaluate the PAGA claims and calculate the alleged exposure, including
28 policy documents, a sample of time and payroll records, and a list of aggrieved employees with dates

1 of employment to calculate the pay periods worked. Plaintiff's Counsel engaged an expert to quantify
2 the potential exposure using the time and payroll records, and then assessed the risks associated with
3 each of the claims.

4 8. The parties attended mediation on October 29, 2024, with Brian C. Walsh, a respected
5 class action and PAGA action mediator. After a full day of negotiating, the Parties agreed to a
6 settlement amount and executed a Memorandum of Understanding with the material terms the parties
7 had agreed to.

8 9. Plaintiff provided notice of the Settlement to the LWDA on June 27, 2025. Plaintiff
9 also served a copy of this Motion on the LWDA on June 27, 2025.

10 10. The \$252,500.00 Gross Settlement Fund is reasonable for a group of approximately
11 500 employees. A penalty of \$252,500.00 is large enough to punish Defendant for alleged past
12 violations and deter future violations. The settlement amount is equivalent to a penalty of about
13 \$505.00 per employee. At the same time, the penalty amount is not so large as to be unjust, oppressive
14 or confiscatory, considering the company's potential exposure explained below.

15 11. The Gross Settlement Amount is also reasonable in light of the facts of the foregoing
16 action, the real risk that no PAGA penalties would be paid, and inherent risks and uncertainties
17 associated with PAGA claims.

18 12. Plaintiff calculated the potential exposure at the initial violation rate of \$100.00 per
19 pay period as follows: 5,556 x \$100.00 per pay period is \$555,600.00. If the Court stacked different
20 types of penalties in each pay period, Plaintiff calculated the exposure as follows:

- 21 a. 5,556 pay periods x \$100 per pay period x 100% violation rate = \$555,600.00 for
22 rest break violations;
- 23 b. 5,556 pay periods x \$100 per pay period x 29.8% violation rate = \$165,600 for
24 meal period violations;
- 25 c. 5,556 pay periods x \$100 per pay period x 21% violation rate (for failure to pay
26 daily overtime) = \$118,400.00 for unpaid wages;
- 27 d. 5,556 pay periods x \$100 per pay period x 100% violation rate = \$555,600.00 for
28 wage statement penalties and;

e. 5,556 pay periods x \$100 per pay period x 100% violate rate = \$555,600.00 for unreimbursed business expenses.

13. Defendant raised a number of arguments during settlement negotiations and provided evidence that could have defeated Plaintiff's claims. For example, Plaintiff argued that Defendant fails to provide aggrieved employees with compliant breaks because Defendant fails to ensure adequate store coverage and requires aggrieved employees to remain "on-call" via their work cell phones and constantly responsive to customer needs. Defendant responded by citing policy documents that allegedly authorize compliant meal and rest breaks. Plaintiff argued that Defendant fails to pay overtime and sick pay at the regular rate due to its failure to include bonuses in the regular rate of pay. Defendant responded by arguing that daily overtime is paid correctly and the bonuses on which Plaintiff bases her claim are discretionary. Plaintiff argued that Defendant owes unpaid wages for aggrieved employees' performance of mandatory pre- and post-shift duties. Defendant responded that Plaintiff's claim is based on isolated incidents pertaining to her alone, not a group-wide issue. Plaintiff also alleged Defendant failed to reimburse necessary business expenses by requiring employees to use personal phones and vehicles for work-related purposes. Defendant responded by again arguing that Plaintiff's claim for this issue is based on isolated incidents pertaining to her alone, not a group-wide issue, and additionally, Defendant provided aggrieved employees with reimbursements upon request.

14. Another crucial factor in evaluating the value of a PAGA-only case is that all PAGA awards are discretionary and can be reduced by the Court. Under Labor Code § 2699(e)(2), the Court can reduce the PAGA penalties "if, based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory." In other words, were this matter to go to trial, any award granted would be at the discretion of the Court. In settling this case, Plaintiff recognizes that, although he believes there would be no persuasive grounds to reduce the penalties, the Court could determine otherwise and significantly reduce the PAGA penalties, especially with such a small employer. The wide range of potential recovery and the additional delays and risks of trial justified settling for a reasonable amount of recovery.

15. Aegis prosecutes wage and hour cases, including class actions on behalf of employees and others who have had their rights violated. Aegis, either on its own, or with co-counsel is currently

1 serving as plaintiffs' counsel of record in dozens of wage and hour and employment class action cases
2 pending in both state and federal court.

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

5 17. Aegis has litigated and successfully resolved many wage and hour class action cases
6 involving failure to pay wages and derivative Labor Code claims and penalties. *See, e.g., Bonello v.*
7 *Laboratory Express, Inc.*, San Bernardino Superior Court, Case No. CIVDS1714584 (class
8 certification granted on May 14, 2021 for all current and former couriers misclassified as
9 independent contractors on issues of inaccurate wage statements, failure to reimburse business
10 expenses, and unfair competition); *Roman, et al. v. TRM Manufacturing, Inc.*, Riverside Superior
11 Court, Case No. RIC1706458 (class certification granted on December 17, 2020 for all current and
12 former non-exempt workers' on issues of rounding, meal period, and rest period claims); *Gamboa v.*
13 *Kamran, et al.*, San Bernardino Superior Court, Case No. CIVDS1605273 (class certification granted
14 on September 16, 2019, for factory workers on issues of rounding, automatic deduction of first meal
15 period, and second meal period); *Romo, et. al, v. GMRI, Inc. d/b/a/ Olive Garden*, United States
16 District Court Central District of California, Case No. EDCV-12-0715-JLQ (class certification
17 granted for restaurant workers' rest period claims); *Sawyer v. Retail Data, LLC*, Orange County
18 Superior Court, Case No. 30-2014-00753767-CU-OE-CXC (unpaid wage and rest break claims for
19 piece rate workers); *Gonzalez v. SFFI Company, Inc., et. al*, San Bernardino County Superior Court,
20 Case No. CIV DS1504287 (unpaid wages, meal period and rest break claims for non-exempt
21 employees); *Antoine v. Riverstone Residential California, Inc., et. al*, Sacramento County Superior
22 Court, Case No. 34-2013-00155974 (rate of pay, on-call time, unpaid wage, meal period, rest break,
23 and expense reimbursement claims for non-exempt employees); *Nguyen v. Pharmerica*, Orange
24 County Superior Court, Case No. 30-2014-00716072-CU-OE-CXC (unpaid wages and
25 unreimbursed expenses for pharmacists); *Orellana v. Westlake*, Los Angeles County Superior Court,
26 Case No. BC539614 (unpaid overtime, meal period and rest break claims for call center employees);
27 *Kent v. Mountain View Child Care, Inc.*, Los Angeles County Superior Court, Case No. BC539633
28 (minimum wage, overtime, meal period, and rest break claims for hospital workers); *Durroh v. East*

1 *West Bank*, Los Angeles County Superior Court, Case No. BC528860 (overtime claims for failure
2 to include bonuses in regular rate of pay for bank workers); *O'Brien et al. v. Pizza Hut of Southeast*
3 *Kansas, Inc. et al.*, Riverside County Superior Court, Case No MCC 1301030 (meal period and
4 expense reimbursement claims for delivery drivers); *Bell v. Prime Healthcare*, Orange County
5 Superior Court, Case No. 30-2011-00475240-CU-OE-CXC (overtime claims for failure to include
6 shift premiums in regular rate of pay and failure to provide meal and rest periods to hospital
7 workers), *Grana v. Toys R US-Delaware, Inc.*, Central District of California, Case No. 2:13-cv-
8 01302-DSF-JCG (bag check claims for unpaid wages and failure to provide meal periods and rest
9 breaks to retail employees); *Mendez v. H.J. Heinz Company, L.P., et. al*, Orange County Superior
10 Court, Case No. 30-2013-00644915-CU-OE-CXC (failure to pay all wages to factory workers due
11 to rounding practice); *Fresh & Easy Wage and Hour Cases*, Los Angeles Superior Court, Cas No.
12 JCCP 4705 (failure to provide meal and rest periods to supermarket workers); *Lunsford v Stater*
13 *Bros.*, Riverside Superior Court, Case No. RIC 1104475 (failure to provide meal and rest periods to
14 supermarket workers); *Gregg v. Belo*, Riverside Superior Court, Case No. RIC 523697 (unpaid
15 wages and missed meal and rest periods due to misclassification of newspaper delivery employees);
16 *Brown v. Experian Information Solutions, Inc., et. al.*, Orange County Superior Court, Case No. 30-
17 2012-00375163 (misclassification of engineers and similar positions); *Tereth v. Shakey's USA, Inc.*,
18 Los Angeles Superior Court, Case No. BC441359 (failure to provide meal and rest periods to
19 restaurant employees); *Azurin v. Harbor Distributing LLC, et. al.*, Los Angeles Superior Court, Case
20 No. BC421392 (failure to pay overtime wages, provide meal and rest periods, reimburse business
21 expenses to Account Managers); *Caffero v. ABC* (failure to provide meal periods and reimburse
22 expenses of therapists).

23 18. Samuel A. Wong is a graduate of University of Pennsylvania Law School, where he
24 received his J.D. in 2001. Mr. Wong received a Bachelors of Arts in Sociology from the University
25 of California at Berkeley in 1997.

26 19. After graduation from law school in 2001, the same year in which Mr. Wong took
27 and successfully passed the California Bar Exam, Mr. Wong moved to back to Los Angeles,
28 California where he was employed at Paul Hastings, Janofsky & Walker, LLP. While working in

1 the employment department at Paul Hastings, he was involved in numerous wage and hour class
2 action lawsuits and other employment related matters.

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

7 21. Mr. Wong is a member of the Orange County Bar Association, Orange County Trial
8 Lawyers Association, and California Employment Lawyers Association.

9 22. Mr. Wong was chosen by Law and Politics Magazine as a Super Lawyer Rising Star,
10 representing one of the top 2.5% of lawyers under 40 in Southern California in 2011, 2012, 2013,
11 and 2014. He was chosen by Law and Politics Magazine as a Super Lawyer in 2015, 2016, 2017,
12 and 2018. Mr. Wong was also chosen as a Top Attorney in the field of employment law by OC
13 Metro in 2014, 2015, and 2018.

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

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

24 25. Mr. Haque authored a book on employment litigation strategies with West
25 Publishing and has been invited to speak on class action and wage and hour issues on numerous
26 occasions. He has spoken at seminars by the State Bar of California, California Employment
27 Lawyer's Association (CELA), Orange County Bar Association, and various other CLE providers.
28 Mr. Haque is the former Chair for the Labor and Employment Section of the Orange County Bar

1 Association. He was selected as one of the Top 50 Attorneys in Orange County by Super Lawyers
2 for 2017 and 2019. He has been a Super Lawyer for every year from 2009 to the present. OC
3 Register/Metro has selected him as one of the Top 5 Employment Lawyers in Orange County for
4 every year the list was published, from 2012 to 2018.

5 26. Jessica L. Campbell is a partner at Aegis Law Firm. Ms. Campbell was admitted to
6 the California Bar in December of 2011, and received her J.D. from Santa Clara University School
7 of Law and her B.A. from the University of California, Berkeley. Ms. Campbell has dedicated her
8 career to plaintiffs' side class actions. Ms. Campbell's experience includes successful work on class
9 action appeals, class certification motions, and class settlements. She was chosen by Law and
10 Politics Magazine as a Super Lawyer Rising Star, representing one of the top 2.5% of lawyers under
11 40 in Southern California in 2018-2021.

12 27. Ali S. Carlsen is a Senior Attorney at Aegis Law Firm. Ms. Carlsen was admitted to
13 the California Bar in June 2013. She received her J.D. from Golden Gate University School of Law
14 in 2012. While in law school, Ms. Carlsen earned numerous awards in her litigation classes and was
15 selected to compete on the mock trial team. She earned her B.S. in Criminal Justice Administration
16 from California State University in 2008. Prior to joining Aegis Law Firm, Ms. Carlsen was an
17 associate with a boutique labor and employment litigation firm in Anaheim. In this position, Ms.
18 Carlsen represented and advised both large and small businesses as well as employees with various
19 labor and employment claims. During her tenure, she was instrumental in securing many favorable
20 results for her clients. At Aegis, Ms. Carlsen specializes in representing employees with claims of
21 sexual harassment, workplace discrimination, retaliation, wrongful termination, misclassification, and
22 wage and hour violations. She currently bills at a rate of \$750.00 per hour.

23 28. Kristy R. Connolly is a Senior Associate at Aegis Law Firm. Ms. Connolly was
24 admitted to the California Bar in December of 2019. She received her J.D. from Chapman University
25 Dale E. Fowler School of Law where she graduated cum laude. While in law school, Ms. Connolly
26 was a recipient of numerous honors, including Merit Scholarship and CALI Awards. Ms. Connolly
27 received her B.A. from the University of California, Davis. Ms. Connolly has been with Aegis Law
28 Firm since 2020, where she has primarily represented plaintiffs in wage and hour class and

representative actions. Her experience includes successful work on class certification motions, summary judgment motions, and class settlements. Ms. Connolly currently bills at a rate of \$600.00 an hour.

29. Steven A. McNicholl is a former associate at Aegis Law Firm. He was admitted to the California Bar in December of 2018 and received his J.D. from the University of La Verne, College Law. At Aegis, Mr. McNicholl worked exclusively on wage and hour class and representative action litigation. Prior to Joining Aegis Law Firm, PC, his experience included defense-side civil litigation. Mr. McNicholl billed at a rate of \$600.00 an hour.

30. I am an associate attorney at Aegis Law Firm. I was admitted to the California Bar in June of 2019. I received my J.D. from University of San Diego School of Law and my B.A. from the University of California, Santa Barbara. I have dedicated my career at Aegis to plaintiffs' side class actions. Prior to Aegis, my experience includes plaintiffs' side employment law litigation. I currently bill at a rate of \$600.00 an hour.

31. In litigating this case, my office spent \$16,039.60 in litigation costs, such as filing fees, expert fees, and mediation fees.

32. My firm spent over 150.5 hours working on this case, for a lodestar of at least \$108,767.50 in fees. However, we are only requesting the fees provided in the Settlement, which are capped at \$84,166.67.00. The chart below shows the calculation of hours spent by each of Aegis' attorneys on this case:

Attorney	Hours	Hourly Rate	Total
Kashif Haque	22.9	\$950.00	\$21,755.00
Jessica Campbell	24.8	\$800.00	\$19,840.00
Ali Carlsen	32.8	\$750.00	\$24,600.00
Steven McNicholls	22.9	\$625.00	\$14,312.50
Kristy R. Connolly	2.7	\$600.00	\$1,620.00
Julia Toscano	44.4	\$600.00	\$26,640.00
Total	150.5		\$108,767.50

33. Attached hereto as **Exhibit 1** is a true and correct copy of the fully-executed settlement agreement between the Parties, entitled the Private Attorneys General Act Settlement Agreement and Limited Release. **Exhibit A** attached thereto is the notice to be mailed to the aggrieved employees.

34. Attached hereto as **Exhibit 2** is a true and correct copy of the letter Plaintiff sent to the LWDA and Defendants on January 31, 2023.

35. Plaintiff provided notice of the Settlement to the LWDA and served a copy of the motion on the LWDA. Attached hereto as **Exhibit 3** is a true and correct copy of the confirmation email we received after submitting the proposed settlement and Motion for Approval to the LWDA.

36. Attached hereto as **Exhibit 4** is a true and correct copy of my firm's cost journal for actual costs expended on this case.

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

Executed on June 27, 2025, in Irvine, California.


Julia M. Toscano