

1 **AEGIS LAW FIRM, PC**

2 SAMUEL A. WONG, State Bar No. 217104

3 KASHIF HAQUE, State Bar No. 218672

4 JESSICA L. CAMPBELL, State Bar No. 280626

5 JULIA M. TOSCANO State Bar No. 326272

6 9811 Irvine Center Drive, Suite 100

7 Irvine, California 92618

8 Telephone: (949) 379-6250

9 Facsimile: (949) 379-6251

10 jtoscana@aegislawfirm.com

11 Attorneys for Plaintiff Allison Crouch, individually,
12 and on behalf of all others similarly situated.

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

14 **FOR THE COUNTY OF KERN**

15 ALLISON CROUCH, individually and on
16 behalf of all others similarly situated,

17 Plaintiff,

18 vs.

19 BAKERSFIELD BEHAVIORAL
20 HEALTHCARE HOSPITAL, LLC.; and
21 DOES 1 through 20, inclusive,

22 Defendants.

Case No. BCV-23-100865

Assigned for all purposes to:

Hon. Thomas Clark

Dept. 17

23 **DECLARATION OF JULIA M. TOSCANO IN**
24 **SUPPORT OF PLAINTIFF'S MOTION FOR**
25 **PRELIMINARY APPROVAL OF CLASS**
26 **ACTION SETTLEMENT**

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

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

5 2. I submit this declaration in support of Plaintiff’s Motion for Preliminary Approval of
6 Class Action Settlement. If called as a witness, I could and would competently testify thereto.

7 **Case History**

8 3. On March 20, 2023, Plaintiff Allison Crouch filed a putative class action on behalf of
9 Defendant’s non-exempt employees alleging the following causes of action: (1) failure to pay minimum
10 wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to permit rest
11 breaks; (5) failure to reimburse business expenses; (6) failure to provide accurate itemized wage
12 statements; (7) failure to pay all wages due upon separation of employment and (8) violation of Business
13 and Professions Code § 17200, *et seq.*; for the preceding claims. On March 20, 2023, Plaintiff’s counsel
14 provided written notice to the LWDA and Defendant regarding Defendant’s alleged Labor Code
15 violations, as required by Lab. Code § 2699.3(a). The LWDA did not respond to this notice, indicating it
16 did not intend to investigate, thus allowing Plaintiff to bring a PAGA claim against Defendant. On August
17 3, 2023, Plaintiff filed a First Amended the Complaint adding a PAGA claim.

18 4. The Parties proceeded with formal discovery. Plaintiff served her first set of written
19 discovery, seeking, *inter alia*, her personnel files, Defendant’s policy documents, the class members’
20 contact information, and class members’ timekeeping and pay records. *Id.* After numerous discussions
21 between the Parties’ attorneys, the Parties agreed to attend a private mediation session. *Id.* at ¶ 6. Through
22 informal discovery, Defendant produced a significant number of documents and information, including
23 policy documents, the majority of timekeeping records for the Class Period, and a sample of pay records.

24 5. On March 18, 2026, the Parties attended a mediation session with Monique Ngo-Bonnici a
25 respected mediator. The Parties reached a settlement at the end of the mediation. *Id.* The Parties spent the
26 next several months negotiating the terms of the Settlement, which was finalized in August of 2026. *Id.*
27 The negotiations were adversarial, conducted at arm’s length and tempered by the efforts of both sides
28 to serve the interests of their clients.

1 6. On August 13, 2026, Plaintiff submitted the Settlement to the LWDA pursuant to Lab.
2 Code § 2699(1)(2).

3 7. Defendant's records show the Class consists of approximately 1,249 Class Members,
4 making joinder of all Class Members impracticable. Further, the Class is readily ascertainable from
5 Defendant's business records because all Class Members are current or former employees of Defendant.

6 8. Plaintiff alleged that Defendant maintained uniform employment policies and/or practices
7 that illegally deprived Class Members of lawful wages, meal periods, rest breaks, accurate wage
8 statements, and waiting time pay. Plaintiff's allegations present common legal and factual questions of,
9 *inter alia*, whether Defendant applied the same scheduling, timekeeping, minimum and overtime pay,
10 meal period, and rest break policies to all Class Members; whether these policies and practices resulted in
11 Labor Code violations; whether Defendant's conduct was intentional; and whether Class Members are
12 entitled to penalties. These common questions could be resolved using Class Members' schedules, time
13 punches, and payroll records, Defendant's corporate representative's testimony, written communications
14 between Defendant and Class Members, and Class Member declarations.

15 9. Plaintiff alleges that she and other Class Members were employed by Defendant and
16 injured by Defendant's common wage and hour policies and practices, including Defendant's
17 scheduling, timekeeping, minimum wage pay, overtime pay, meal period, and rest break practices and
18 policies. Through documents and information exchanged in discovery, including production of
19 thousands of pages of documents by Defendant, Plaintiff confirmed that these common policies and
20 practices similarly affected Plaintiff and the Class.

21 10. Plaintiff's Counsel assessed the value of the class claims using Defendant's data and
22 documents produced through discovery. Plaintiff's counsel extensively reviewed policy documents and
23 Class Members' time and pay records to perform a thorough analysis. Further, Plaintiff's Counsel
24 engaged an expert to quantify the potential exposure using the time and payroll records, and then
25 assessed the risks associated with each of the claims meriting reductions in the likely recovery at trial.
26 Accordingly, Plaintiff's Counsel fully understood the strengths and weaknesses of the claims before the
27 Parties reached a settlement.

28 11. Plaintiff contends that her claims are based on Defendant's common, class-wide policies

1 and procedures, and that liability could be determined on a class-wide basis without dependence on
2 individual assessments of liability.

3 **Exposure Analysis**

4 12. While we believed and continue to believe this is a strong case for certification, we
5 accounted for the significant risks and expenses associated with class certification and liability
6 proceedings.

7 13. In determining whether the amount offered in settlement was reasonable, we weighed the
8 figure offered against many risk factors. If Plaintiff continued to prosecute the claims rather than accept
9 a settlement, Plaintiff would be required to expend significant time and resources engaging in extensive
10 formal written discovery, conducting depositions, resolving disputes, preparing and filing discovery
11 motions and/or dispositive motions, preparing and filing a motion for class certification, and engaging
12 in extensive trial preparation. An adverse ruling at any one of these stages could have prevented the
13 Class from obtaining any recovery.

14 14. Although the amount of Defendant's total potential exposure—if proven—is substantial,
15 the legitimate and serious risks of succeeding at class certification and trial compelled a serious
16 consideration of the benefit of a settlement.

17 15. Plaintiff's minimum wage and overtime claims were premised on the theory that
18 Defendant failed to compensate class members for all time worked by requiring them to complete pre-
19 and post-shift duties off the clock. Assuming unpaid wages of 3 minutes per shift, Plaintiff's expert
20 calculated a maximum exposure of \$664,702.00. However, Defendant argued that it maintained policies
21 of paying for all recorded work, and that there was no evidence that it required class members to work
22 before or after clocking in. As such, this claim could become highly individualized and difficult to
23 certify. As such, Plaintiff assumed there was a 20% chance of success at class certification and 10%
24 chance of success on the merits at trial, rendering the claim worth approximately \$13,294.04.

25 16. Plaintiff's unpaid overtime wages claim was also based on the theory that Defendant
26 maintained an illegal overtime policy and an invalid workweek schedule that failed to pay all Class
27 Members at the overtime rate for all hours worked in excess of eight hours per day or 40 hours per
28 workweek. Plaintiff's expert calculated that Defendant owed unpaid overtime wages in the amount of

1 \$5,847,632, assuming an invalid workweek schedule. However, at mediation, Defendant presented
2 evidence that it registered an alternative workweek schedule with the Department of Industrial
3 Relations. As such, this claim could become difficult to certify. Plaintiff assumed there was a 20%
4 chance of success at class certification and 10% chance of success on the merits at trial, rendering the
5 claim worth approximately \$116,952.64.

6 17. Plaintiff's meal period claim was potentially worth about \$5,770,503.00 in light of the
7 violations shown in the records. However, Defendant argued that it maintained compliant written
8 policies and that employees could waive their meal periods. Thus, Plaintiff discounted this claim for the
9 risk that the damages could at least be reduced, and that the claim would be hard to certify with a
10 compliant policy. As such, Plaintiff's counsel believed there was a 60% chance succeeding at class
11 certification and a 40% chance at trial, resulting in a value of \$1,384,920.72.

12 18. Plaintiff alleged that Defendant failed to authorize timely rest breaks due to the
13 productivity requirements imposed on class members. If Plaintiff could prove a 100% violation rate for
14 each shift over 3.5 hours, then damages could reach up to \$9,626,157.00. However, Defendant argued
15 that it maintained compliant written rest break policies and that class members could again choose to
16 waive their rest breaks. As such, this claim would have relied on Class Member testimony, making it a
17 riskier claim at class certification and liability stages. Plaintiff's counsel believed there was a 20%
18 chance succeeding at class certification and a 15% chance at trial, resulting in a value of
19 \$288,784.71423,038.60.

20 19. Plaintiff's Counsel also considered the arguable presence of various derivative penalties,
21 and weighed the potential recoveries against probable defenses. Specifically, Defendant could argue that
22 Plaintiff could not prove the "willful" prong needed to obtain waiting time penalties under Labor Code §
23 203. Additionally, Defendant could argue that Plaintiff could not show that Class Members suffered an
24 "injury" as a result of wage statement violations, as required by Labor Code § 226, or that the wage
25 statements correctly reflected the wages paid and owed. Moreover, Plaintiff would not recover any of
26 these derivative penalties if he failed to prove the underlying claims. Although the Class arguably could
27 have seen a payout of approximately \$5,869,589.00 for waiting time penalties and \$2,240,650.00 for wage
28 statement penalties, Plaintiff would not recover any of these derivative penalties if he failed to prove the

1 underlying claims. Thus, Plaintiff discounted these claims assuming a 30% chance of class certification
2 and 20% chance at the merits for both claims, resulting in a realistic value of \$352,175.34 for the waiting
3 time claim and \$134,439.00 for the wage statement claim.

4 20. The PAGA claim presented even higher hurdles. Although Plaintiff's Counsel found
5 Defendant's exposure could potentially reach approximately \$13,765,200.00 under Lab. Code §
6 2699(f), assuming the initial penalty rate of \$100 for each pay period, Plaintiff would have to prove a
7 violation in every pay period. Most importantly, the Court would have discretion to reduce the PAGA
8 award based on whether the amount of the award would be "unjust, arbitrary and oppressive, or
9 confiscatory." Lab. Code § 2699(e)(2). In theory, the Court could reduce the award by 99% if it so
10 wished. Plaintiff was doubtful she could recover any PAGA penalties, especially if a large class
11 judgment was entered for the same violations. Accordingly, Plaintiff could not place a high value on
12 the PAGA penalties, and therefore allocated \$150,000.00 of the Gross Settlement Amount to settle these
13 claims.

14 **Service Award**

15 21. Plaintiff had the option to pursue her claims individually, but instead chose to pursue this
16 class action, delaying individual recovery until approval of a class action settlement. Throughout the
17 case, Plaintiff assisted counsel in gathering the evidence necessary to prosecute the class claims,
18 maintained regular contact with counsel, was available on the day of mediation and communicated with
19 her attorneys during the day of mediation to answer critical questions, and reviewed the Settlement to
20 make sure it was fair to the Class. None of the 1,249 Class Members had shown any interest in bearing
21 the expense and burden of litigating their own claims. No action would likely have been taken by Class
22 Members individually, and no compensation would have been recovered for them, but for Plaintiff's
23 services on behalf of the Class.

24 22. The amount of Plaintiff's requested Service Award was not negotiated until after the
25 Parties agreed to the Gross Settlement Amount and many other terms.

26 23. At the final approval stage, Plaintiff will further support the request for the Service
27 Awards by a declaration that addresses the factors for the award.

28 **Counsel's Qualifications**

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

5 25. The attorneys working on this case have been appointed class counsel in many cases,
6 through both contested motions and settlement approval motions.

7 26. Aegis has litigated and successfully resolved many wage and hour class action cases
8 involving failure to pay wages and derivative Labor Code claims and penalties. *See, e.g., Calma v.*
9 *Scooter Brew, Inc.*, San Diego Superior Court, Case No. 37-2021-00050379-CU-OE-CTL (class
10 certification granted on April 12, 2024 for non-exempt restaurant employees' on issues of expense
11 reimbursement, unpaid wages for off-the-clock work, meal violations, inaccurate wage statements and
12 waiting time penalties); *Vinalay v. Union City Hotel Management Corp. et al.*, Case No. 37-2019-
13 00021268-CU-OE-CTL (class certification granted on April 4, 2022 for non-exempt employees on
14 issues of unpaid overtime, automatic meal period deductions, inaccurate wage statements, and waiting
15 time penalties); *Roman, et al. v. TRM Manufacturing, Inc.*, Riverside Superior Court, Case No.
16 RIC1706458 (class certification granted on December 17, 2020 for all current and former non-exempt
17 workers' on issues of rounding, meal period, and rest period claims); *Gamboa v. Kamran, et al.*, San
18 Bernardino Superior Court, Case No. CIVDS1605273 (class certification granted on September 16, 2019,
19 for factory workers on issues of rounding, automatic deduction of first meal period, and second meal
20 period); *Romo, et. al, v. GMRI, Inc. d/b/a/ Olive Garden*, United States District Court Central District
21 of California, Case No. EDCV-12-0715-JLQ (class certification granted for restaurant workers' rest
22 period claims); *Sawyer v. Retail Data, LLC*, Orange County Superior Court, Case No. 30-2014-
23 00753767-CU-OE-CXC (unpaid wage and rest break claims for piece rate workers); *Gonzalez v. SFFI*
24 *Company, Inc., et. al*, San Bernardino County Superior Court, Case No. CIV DS1504287 (unpaid wages,
25 meal period and rest break claims for non-exempt employees); *Antoine v. Riverstone Residential*
26 *California, Inc., et. al*, Sacramento County Superior Court, Case No. 34-2013-00155974 (rate of pay,
27 on-call time, unpaid wage, meal period, rest break, and expense reimbursement claims for non-exempt
28 employees); *Nguyen v. Pharmerica*, Orange County Superior Court, Case No. 30-2014-00716072-CU-

OE-CXC (unpaid wages and unreimbursed expenses for pharmacists); *Orellana v. Westlake*, Los Angeles County Superior Court, Case No. BC539614 (unpaid overtime, meal period and rest break claims for call center employees); *Kent v. Mountain View Child Care, Inc.*, Los Angeles County Superior Court, Case No. BC539633 (minimum wage, overtime, meal period, and rest break claims for hospital workers); *Durroh v. East West Bank*, Los Angeles County Superior Court, Case No. BC528860 (overtime claims for failure to include bonuses in regular rate of pay for bank workers); *O'Brien et al. v. Pizza Hut of Southeast Kansas, Inc. et al.*, Riverside County Superior Court, Case No MCC 1301030 (meal period and expense reimbursement claims for delivery drivers); *Bell v. Prime Healthcare*, Orange County Superior Court, Case No. 30-2011-00475240-CU-OE-CXC (overtime claims for failure to include shift premiums in regular rate of pay and failure to provide meal and rest periods to hospital workers), *Grana v. Toys R US-Delaware, Inc.*, Central District of California, Case No. 2:13-cv-01302-DSF-JCG (bag check claims for unpaid wages and failure to provide meal periods and rest breaks to retail employees); *Mendez v. H.J. Heinz Company, L.P., et. al*, Orange County Superior Court, Case No. 30-2013-00644915-CU-OE-CXC (failure to pay all wages to factory workers due to rounding practice); *Fresh & Easy Wage and Hour Cases*, Los Angeles Superior Court, Cas No. JCCP 4705 (failure to provide meal and rest periods to supermarket workers); *Lunsford v Stater Bros.*, Riverside Superior Court, Case No. RIC 1104475 (failure to provide meal and rest periods to supermarket workers); *Gregg v. Belo*, Riverside Superior Court, Case No. RIC 523697 (unpaid wages and missed meal and rest periods due to misclassification of newspaper delivery employees); *Brown v. Experian Information Solutions, Inc., et. al.*, Orange County Superior Court, Case No. 30-2012-00375163 (misclassification of engineers and similar positions); *Tereth v. Shakey's USA, Inc.*, Los Angeles Superior Court, Case No. BC441359 (failure to provide meal and rest periods to restaurant employees); *Azurin v. Harbor Distributing LLC, et. al.*, Los Angeles Superior Court, Case No. BC421392 (failure to pay overtime wages, provide meal and rest periods, reimburse business expenses to Account Managers); *Caffero v. ABC* (failure to provide meal periods and reimburse expenses of therapists).

27. Kashif Haque received his J.D. in 2001 from Washington University School of Law. While in law school, Mr. Haque was a member of the Law Review Editorial Board, author of an article published in the Law Review, Executive Board Member of Moot Court, and a member of the Dean's

1 List. He received a Bachelor's of Science in Business Administration from the University of Central
2 Missouri in 1998, where he was a member of the Beta Alpha Psi honors fraternity.

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

8 29. Mr. Haque authored a book on employment litigation strategies with West Publishing
9 and has been invited to speak on class action and wage and hour issues on numerous occasions. He has
10 spoken at seminars by the State Bar of California, California Employment Lawyer's Association
11 (CELA), Orange County Bar Association, and various other CLE providers. Mr. Haque is the former
12 Chair for the Labor and Employment Section of the Orange County Bar Association. He was selected
13 as one of the Top 50 Attorneys in Orange County by Super Lawyers for 2017 and 2019. He has been a
14 Super Lawyer for every year from 2009 to the present. OC Register/Metro has selected him as one of
15 the Top 5 Employment Lawyers in Orange County for every year the list was published, from 2012 to
16 2018.

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

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

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

28 33. Mr. Wong is a member of the Orange County Bar Association, Orange County Trial

1 Lawyers Association, and California Employment Lawyers Association.

2 34. Mr. Wong was chosen by Law and Politics Magazine as a Super Lawyer Rising Star,
3 representing one of the top 2.5% of lawyers under 40 in Southern California in 2011, 2012, 2013, and
4 2014. He was chosen by Law and Politics Magazine as a Super Lawyer in 2015, 2016, 2017, and 2018.
5 Mr. Wong was also chosen as a Top Attorney in the field of employment law by OC Metro in 2014,
6 2015, and 2018.

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

14 36. I am an associate at Aegis Law Firm. I was admitted to the California Bar in June of
15 2019. I received my J.D. from the University San Diego School of Law and my B.A. from the University
16 of California, Santa Barbara. I have dedicated my career at Aegis Law Firm to plaintiffs'-side class
17 actions. My experience includes successful work on class certification motions and class settlements.
18 Prior to joining Aegis Law Firm, I practiced plaintiffs'-side civil litigation and handled individual
19 employment cases.

20 37. Aegis Law Firm has performed significant work and expended litigation costs in
21 prosecuting the matter with no guarantee of any payment.

22 38. At final approval, Plaintiff's Counsel will fully brief the merits of its request for the award
23 of attorneys' fees and litigation costs.

24 **Exhibits**

25 39. A true and correct copy of the Class Action and PAGA Settlement Agreement Class
26 Notice is attached hereto as **Exhibit 1**.

27 40. A true and correct copy of the PAGA notice my office sent to the LWDA and Defendant
28 on March 20, 2023, is attached hereto as **Exhibit 2**.

41. A true and correct copy of the LWDA's confirmation that my office submitted the Class Action and PAGA Settlement Agreement and Class Notice is attached hereto as **Exhibit 3**.

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

Executed on August 13, 2026 at Irvine, California.


Julia M. Toscano