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Attorneys for Plaintiff
SARAH THURSTON

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF PLACER

SARAH THURSTON, individually and on
behalf of others similarly situated, and as an
aggrieved employee and Private Attorney
General,

Plaintiff,

vs.

PLACE INDUSTRIES, INC. D.B.A. DUTCH
BROS COFFEE, a California corporation; and
DOES 1 through 50, inclusive,

Defendants.

Case No. S-CV-0048697

*Assigned for all purposes to: Hon. Leon
Dixson, Department 40*

**DECLARATION OF SARAH
THURSTON IN SUPPORT OF MOTION
FOR ORDER APPROVING
CALIFORNIA LABOR CODE PRIVATE
ATTORNEYS GENERAL ACT
SETTLEMENT AND ENTERING
JUDGMENT**

Hearing Date: September 23, 2025
Hearing Time: 8:25 a.m.
Department: 42

Complaint Filed: July 1, 2022
Trial Date: Not Set

DECLARATION OF SARAH THURSTON

I, SARAH THURSTON, declare as follows:

1. I am over 18 years of age and a resident of California. I am the named Plaintiff in the Action entitled "*Thurston v. Place Industries, Inc.*, Placer County Superior Court Case No. S-CV-0048697. I have personal knowledge of the facts stated herein, and if called as a witness, I could and would competently testify thereto.

2. I make this Declaration in support of Plaintiff's Motion for Order Approving California Labor Code Private Attorneys General Act Settlement and Entering Judgement ("Settlement").

3. I was employed by Defendant Place Industries, Inc. ("Defendant") from approximately January 2019 to approximately September 15, 2021, as an hourly-paid Barista. During my employment with Defendant, I was classified as a non-exempt employee and paid on an hourly basis.

4. After speaking with my attorneys, I agreed to serve as the PAGA Representative in this Action. I was aware that serving as PAGA representative could involve additional work, including potentially having my deposition taken and participating in discovery. I understood it was my responsibility to vigorously prosecute this case to obtain recovery of damages and penalties for the State of California and other Aggrieved Employees and that I would have additional duties and obligations, such as responding to written discovery, assisting my attorneys, traveling and participating in the case when needed, and monitoring the progress of the case. I still agreed to serve as PAGA representative to recover missing wages and penalties on behalf of others, as well as myself.

5. Since initiating this lawsuit, I have considered the interests of the State of California and the Aggrieved Employees, just as I would consider my own interests and have understood that I must put the interests of the State of California and the Aggrieved Employees before my own interests.

6. Since becoming involved in this matter, I have spent significant time meeting with my attorneys at Protection Law Group, LLP regarding the case and fulfilling my responsibilities as a

1 PAGA representative. As the case moved forward, I have had several extensive conversations with
2 my attorneys, during which I provided substantial information regarding Defendant's policies,
3 practices, and procedures, as well as my own experiences working for Defendant. At my attorneys'
4 request, I searched for any documents I'd been provided by Defendant, including old wage
5 statements, notes I'd taken regarding my employment, and any type of policy documents I had signed
6 or been given and provided these to my attorneys.

7 7. Throughout my involvement in this case, I have routinely checked in with my
8 attorneys and their staff to monitor the status of the case. I had several additional phone calls with my
9 attorneys throughout the case and attempted to respond promptly whenever my attorneys contacted
10 me or needed additional information. In addition, I assisted my attorneys in preparing for the
11 mediation in this action, made myself available during the mediation, and discussed issues
12 related to the settlement of this action.

13 8. When the case settled, I reviewed the Settlement Agreement and discussed its
14 terms with my attorneys. I kept in contact with my attorneys throughout the settlement process and
15 provided additional information when my attorneys reached out to me. I will continue to actively
16 participate in this lawsuit and monitor the case until it is finalized.

17 9. I believe I took on a substantial risk in agreeing to serve as the PAGA
18 representative, despite being made aware that there was no certainty regarding the outcome of the case
19 or how long it would take to recover the wages owed to myself and the other Aggrieved Employees.

20 10. Although I was concerned about being the PAGA representative in a public
21 lawsuit, I decided to put my own interests aside and bring forth a lawsuit that would be beneficial to
22 the State of California and all Aggrieved Employees. I have not yet suffered any adverse
23 consequences as a result of this lawsuit, but neither have I yet received any benefit for representing the
24 State of California or the Aggrieved Employees, or for the help I provided my attorneys.

25 11. In addition to the substantial time that was spent on this matter, I have also agreed to
26 a much broader general release of all claims I may have against Defendants, rather than the more
27 limited release agreed to by the State of California and the Aggrieved Employees.
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Initial


13. Accordingly, I respectfully request that the Court award me a Representative Payment in the amount of \$7,500.00 in recognition of this general release, the benefit I helped obtain for the State of California and the Aggrieved Employees, and my active participation in this case. I believe that this amount is fair and reasonable in light of the time I have spent on this case, the risks I assumed bringing the lawsuit, and the broader release I have agreed to as part of the Settlement.

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

Executed on 8/26/2025 at Roseville (placer county), California.
 Signed by: 
 C876533BBC22441...
SARAH THURSTON