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SANTA CLARITA VALLEY COMMITTEE ON AGING
8 CORPORATION, dba SCV SENIOR CENTER, a
California nonprofit corporation

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF LOS ANGELES**
11

12 JOSE VASQUEZ, individually, and on behalf of all
others similarly situated,

13 Plaintiff,

14 vs.

15 SANTA CLARITA VALLEY COMMITTEE ON
16 AGING CORPORATION, dba SCV SENIOR
CENTER, a California nonprofit corporation; and
17 DOES 1 through 100, inclusive,

18 Defendants.
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Case No. 25STCV06096

[Hon. Laura A. Seigle, Dept. 17]

**DECLARATION OF KEVIN
MACDONALD REGARDING
ESTIMATED FINAL CLASS
WORKWEEKS AND ESCALATOR
CLAUSE**

Complaint Filed: March 4, 2025
Trial Date:

22 **DECLARATION OF KEVIN MACDONALD**

23 I, Kevin MacDonald, declare as follows:

24 1. I am the Chief Executive Officer (“CEO”) of the Santa Clarita Valley Committee on Aging
25 Corporation (“SCVCOA” or “Defendant”). I have held this position since July 2016 and have been
26 employed with SCVCOA for more than nine years. I have personal knowledge of the facts set forth in
27 this declaration, and if called as a witness, I could and would testify competently thereto.

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2. I make this declaration pursuant to the Parties' Settlement Agreement, which requires Defendant to provide a signed declaration within ten (10) business days following the close of the Class Period between March 4, 2021 through February 13, 2026, attesting to the final aggregate number of workweeks worked during the Class Period and stating whether the Escalator Clause has been triggered.

3. Based on Defendant's payroll and employment records currently available as of the close of the Class Period (February 13, 2026), and subject to final confirmation by the third-party settlement administrator, Defendant represents the following:

4. A total of **241 Class Members** worked an aggregate of **27,122 workweeks** during the Class Period.

5. A total of **142 Aggrieved Employees** worked an aggregate of **11,324 workweeks** and **5,662 PAGA pay periods** during the PAGA Period.

6. The Settlement Agreement provides that the Escalator Clause is triggered if the actual number of Class Workweeks during the Class Period equals or exceeds **29,535 workweeks** (i.e., a 10% increase over the originally estimated 26,850 workweeks).

7. Based on the current calculation of **27,122 Class Workweeks**, the Escalator Clause threshold of 29,535 workweeks has not been reached.

8. Defendant's representations herein are made based on information presently available from its internal payroll records. The workweek and pay period totals remain subject to final audit and verification by the third-party settlement administrator.

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

Executed on 3/2/2026, 2026, at Santa Clarita, California.

Signed by:

Kevin MacDonald

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Kevin MacDonald
Chief Executive Officer
Santa Clarita Valley Committee on Aging Corporation