

GRAHAMHOLLIS APC
3555 FIFTH AVENUE SUITE 200
SAN DIEGO, CALIFORNIA 92103

1 GRAHAMHOLLIS APC
Hali M. Anderson (SBN 261816)
2 handerson@grahamhollis.com
Alex M. Kuner (SBN 323194)
3 akuner@grahamhollis.com
3555 Fifth Avenue Suite 200
4 San Diego, California 92103
Telephone: 619.692.0800
5 Facsimile: 619.692.0822

6 Attorneys for Plaintiff Dorothea Bowens

7
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF PLACER**

10 GEOVANNI VAZQUEZ, individually, and on
behalf of other members of the general public
11 similarly situated,

12 Plaintiff,

13 v.

14 CALCARE, INC., a California corporation;
CARPINTERICA LLC, a California limited
15 liability company; and DOES 1 through 100,
inclusive,

16 Defendants.
17
18
19
20
21
22
23
24
25
26
27
28

Case No.: S-CV-0049068

**DECLARATION OF PLAINTIFF
DOROTHEA BOWENS IN SUPPORT OF
PLAINTIFFS' UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF CLASS AND
PAGA ACTION SETTLEMENT**

Date: September 11, 2025
Time: 8:25 a.m.
Dept: 3
Judge: Hon. Michael Jones

GRAHAM HOLLIS APC
3555 FIFTH AVENUE SUITE 200
SAN DIEGO, CALIFORNIA 92103

I, Dorothea Bowens, declare as follows:

1. I am the named plaintiff in the lawsuit of *Dorothea Bowens v. Trestles LLC, et al.*, Superior Court of California, County of Sacramento, Case No. 23CV003757. I have personal knowledge of the facts stated in this declaration, except as otherwise stated. If called to testify, I could and would competently testify to the facts set forth below.

2. This declaration is submitted in support of Plaintiffs' Unopposed Motion for Preliminary Approval of Class and PAGA Action Settlement in the matter *Vazquez v. Calcare, Inc., et al.*, Placer County Superior Court Case No. S-CV-0049068 ("*Vazquez*").

3. I was employed by Trestles, LLC dba City Creek Care Center/City Creek Post Acute ("Defendant") from approximately October 5, 2022, through February 17, 2023.

4. During my time of employment with Defendant, I worked as an Admissions Coordinator at the City Creek Care Center located in Sacramento, California. I typically worked from 8:30 a.m. to 4:00 p.m. or from 9:00 a.m. to 4:30 p.m.

5. In this position, I performed tasks related to the patient intake process and regularly communicated with medical insurance providers. All of the work I performed was completed pursuant to standardized procedures or had to be approved by my supervisors.

6. I believe that I was misclassified as an exempt employee when I should have been considered non-exempt. As such, I was paid a yearly salary of approximately \$70,000 rather than at an hourly rate.

7. Because I was incorrectly classified as an exempt employee, I never clocked in and out for my shifts or for any meal periods. Because I was not required to track my hours worked, I believe I was not paid for all time I spent working, nor was I paid overtime to which I should have been entitled had I been properly classified as non-exempt. For instance, I was regularly required to respond to emails, pull reports, and complete other tasks while at home before and after completing a scheduled shift, including submitting census reports every morning prior to 9:00 a.m., which required me to either work the previous evening following a shift or in the morning prior to the start of my scheduled shift. Despite performing this work outside of my regularly scheduled shift times, I was not separately compensated for this time because I was considered a salaried employee.

GRAHAM HOLLIS APC
3555 FIFTH AVENUE SUITE 200
SAN DIEGO, CALIFORNIA 92103

8. In my position, I was required to work through meal periods rather than clocking out and having an off-duty meal period, because I was considered exempt and because I was regularly assigned a workload that could not reasonably be completed within my scheduled hours. Due to being classified as exempt, I was never paid a meal period premium wage.

9. For those same reasons, I also never received off-duty rest periods and was never paid a rest period premium wage.

10. Throughout my time of employment, I regularly had to use my personal cell phone before, during, and after work hours to complete my necessary work tasks such as communicating with supervisors and calling patient medical insurers to complete onboarding tasks for new patients. Despite frequently using my cell phone for work-related purposes, I was never reimbursed for a portion of my cell phone bill.

11. I first met with my attorneys around February of 2023. I spoke with my attorneys and explained to them my experience working for Defendant. At the time I spoke with my attorneys, I believed other employees working for Defendant were also affected by the same practices and violations that I was claiming against Defendant.

12. At that time, I agreed to represent all other current and former non-exempt employees who worked for Defendant in the State of California and to obtain relief for the entire group of employees who had suffered the same violations as I had. I also agreed to consider the interests of those employees just as I would consider my own interests.

13. When I agreed to represent other employees who worked for Defendant, I understood it was my duty to be readily available and to actively participate in this case. I knew that I might be required to review documents; search for documents and produce them for my attorneys; answer written interrogatories and questions; answer oral questions during a deposition; testify truthfully under oath; and be available to appear in Court, if necessary.

14. I understood that I needed to keep aware of the status and progress of the lawsuit, and I have consistently done so since the start of this case.

///

///

GRAHAM HOLLIS APC
3555 FIFTH AVENUE SUITE 200
SAN DIEGO, CALIFORNIA 92103

1 15. I realized I was taking a significant amount of risk in filing a class action against Defendant.
2 I understood that as a named plaintiff in this lawsuit, I was taking risks other workers were not. For
3 example, I understood I might be responsible for the payment of Defendant's court-awarded litigation
4 costs in the event I did not prevail in the litigation.

5 16. I also knew that when I decided to search for employment, my name could easily be located
6 on the Internet or through other searches and that any prospective employer may find out that I had sued
7 my former employer as a class representative.

8 17. Even though I knew I was taking risks, I knew I had to do what I believed was right and
9 pursue claims on behalf of myself and other workers and attempt to recover the wages and monies owed
10 to us.

11 18. I am not aware of any personal claim I have against Defendant that would be inconsistent
12 with the interests of the Class. I am not aware of the existence of any conflict of interest between myself
13 and the Class.

14 19. Since I first met with my attorneys in 2023 until now, I have kept aware of the status of the
15 lawsuit and provided my attorneys with all the documents and information I had in my possession for
16 them to use in the litigation. I have spent large amounts of time and effort pursuing my claims and the
17 claims of the other similarly situated workers from the time I retained my attorneys to the present date.

18 20. After retaining my attorneys, I spent hours in meetings and on the phone discussing the
19 facts of my case with my attorneys, Alex Kuner and Hali Anderson. I spent several hours discussing the
20 facts related to my work with Defendant, including discussing my job duties and responsibilities, my job
21 position, the hours and days I worked, and how I was compensated.

22 21. I also spent several hours looking for documents related to my claims against Defendant
23 that I had kept, and I sent them to my attorneys. I further spent time on telephone calls with my attorneys
24 reviewing and discussing the documents I provided.

25 22. My attorneys also received several document productions from Defendant in this case,
26 including my personnel file, documents produced in formal discovery, and documents produced when we
27 began preparing for mediation. Any time documents were produced by Defendant, my attorneys contacted
28 me to go through the documents and information, and I helped to explain to my attorneys what was

GRAHAM HOLLIS APC
3555 FIFTH AVENUE SUITE 200
SAN DIEGO, CALIFORNIA 92103

1 contained in each set of documents and information.

2 23. After Defendant produced a copy of my employment file, I spoke with my attorneys to
3 discuss the content of these documents and review them for accuracy. I also spent time reviewing all the
4 documents I signed during my employment with Defendant.

5 24. Around February of 2024, my attorneys informed me that Defendant agreed to participate
6 in a mediation session, which was scheduled to take place in June of 2024. I believed it was in the best
7 interest to attempt to resolve this case early instead of engaging in additional costly and time-consuming
8 litigation in court. I agreed to participate in the mediation session and spent many hours discussing the
9 details of the case with my attorneys in preparation for the mediation. Ultimately, the mediation did not
10 go forward at the request of Defendant. Up until the date that Defendant cancelled the mediation, however,
11 I assisted my attorneys in preparing for mediation by reviewing the documents produced by Defendant,
12 and I provided my attorneys with details of my personal experience working with Defendant.

13 25. In September of 2024, my attorneys informed me that a settlement had been reached in a
14 case against related entities, i.e., *Vazquez*, and that the *Vazquez* settlement may resolve some or all of the
15 claims I was bringing in my own case.

16 26. At that time, my attorneys explained to me how the *Vazquez* settlement may affect my own
17 claims, and the potential routes we could take to preserve my claims or have them resolved.

18 27. Ultimately, my attorneys informed me around November of 2024 that they had reached an
19 agreement with the attorneys in the *Vazquez* matter and that my claims would be resolved as part of the
20 settlement in *Vazquez*.

21 28. My attorneys informed me that they would work with the attorneys in *Vazquez* and with
22 the attorneys for Defendant to prepare and finalize a settlement agreement. Throughout this time, I
23 continued to stay involved in every aspect of the case.

24 29. In January of 2025, my attorneys provided me with a Memorandum of Understanding,
25 which summarized the settlement terms. I spent significant time reviewing the terms, and signed and
26 returned it to my attorneys on January 16, 2025.

27 ///

28 ///

GRAHAM HOLLIS APC
3555 FIFTH AVENUE SUITE 200
SAN DIEGO, CALIFORNIA 92103

30. In June of 2025, my attorneys provided me with the full Settlement Agreement, which I also spent a significant amount of time reviewing, and ultimately signed and returned to my attorneys on June 5, 2025.

31. It is my opinion that the proposed class action settlement achieved is fair, adequate and reasonable.

32. I believe I have put myself at significant risk by pursuing this lawsuit and I feel my participation as the Class Representative in this class action lawsuit could inhibit my ability to seek gainful employment in the future.

33. I have always considered the interests of the class just as I would consider my interests and placed the interests of the class above my own since I started this class action case.

34. Over the past roughly two-and-a-half years, I estimate I have spent approximately 25 to 30 hours working with my lawyers, performing the various tasks described in this declaration, not only for my own benefit but for the benefit of all other class members. To this date, I continue to regularly communicate with my attorneys about the progress of the case.

35. I am requesting the Court approve a \$10,000 enhancement award. I believe this amount is very reasonable considering the significant amount of work, time, and effort I have spent with my attorneys to achieve this settlement. I firmly believe that without me standing up for myself and the class, many of these employees' rights would remain unvindicated.

36. I also believe the amount of the class representative service payment is very reasonable considering the financial and professional risks I took by bringing a class action and representative PAGA action lawsuit against my former employer, and the risk of not prevailing in the lawsuit and being responsible for the payment of costs.

37. I also believe it is very reasonable because I have agreed to release Defendant from all known and unknown claims that I have or may have against it. The release that I have agreed to is significantly broader than the release applicable to the other Class Members in this case.

38. I have been extremely pleased with my attorneys' work on this case. I found that they worked effectively to attain the excellent results achieved for the benefit of all Class Members.

///

1 39. I am committed to this case and will continue to make myself available as needed in the
2 settlement process.

3 I declare under penalty of perjury under the laws of the State of California and the United States
4 that the foregoing is true and correct. Executed this 5th day of August, 2025, in Sacramento ,
5 California.

DocuSigned by:

4906410863AF458...

Dorothea Bowens

GRAHAM HOLLIS APC
3555 FIFTH AVENUE SUITE 200
SAN DIEGO, CALIFORNIA 92103