
EXHIBIT 1

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SEQUOIA SENIOR LIVING LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF EL DORADO

APRIL THOMASON, on behalf of
herself, and all aggrieved employees,

Plaintiff,

v.

SEQUOIA SENIOR LIVING LLC, and
DOES 1 through 50, inclusive,

Defendants.

CASE NO.: 24CV0979

**LABOR CODE PRIVATE ATTORNEYS
GENERAL ACT SETTLEMENT
AGREEMENT**

Complaint Filed: May 10, 2024
Trial Date: TBD

This Labor Code Private Attorneys General Act (Labor Code §§ 2698, *et seq.*) Settlement Agreement (“**Settlement Agreement**”) is made by and between APRIL THOMASON (“**Plaintiff**”), on her own behalf and on behalf of all members of the PAGA Group (as defined below) and the State of California, on the one hand, and SEQUOIA SENIOR LIVING LLC (“**Defendant**”) on the other hand (collectively the “**Parties**”), in the lawsuit entitled *Thomason*

1 *v. Sequioa Senior Living LLC*, filed in El Dorado Superior Court, Case No. 24CV0979. This
2 Settlement Agreement resolves all claims under the California Labor Code Private Attorneys
3 General Act of 2004 (“**PAGA**”), Labor Code §§ 2698, *et seq.*, based on or arising out of alleged
4 violations of the Labor Code, including all claims that were or could have been alleged based on
5 the factual allegations and identified Labor Code sections in the LWDA Letter and/or the
6 operative pleading for the Litigation (defined below).

7 **I. DEFINITIONS**

8 **A. Administrative Costs.** The term “Administrative Costs” as used herein means
9 all administrative costs of settlement, including cost of notice to the PAGA Group,
10 administration, and any fees and costs incurred or charged by the Settlement Administrator in
11 connection with the execution of its duties under this Settlement Agreement.

12 **B. Agreement or Settlement Agreement.** The terms “Agreement” or “Settlement
13 Agreement” are used synonymously herein to mean this Labor Code Private Attorneys General
14 Act (Labor Code §§ 2698, *et seq.*) Settlement Agreement.

15 **C. Court.** The term “Court” as used herein means the Superior Court of the State of
16 California for the County of El Dorado.

17 **D. Defendant.** The term “Defendant” as used herein means Sequioa Senior Living
18 LLC.

19 **E. Defendant’s Counsel.** The term “Defendant’s Counsel” as used herein means
20 Peterson Watts Law Group, LLP.

21 **F. Effective Date.** This Agreement shall become effective when all of the following
22 events have occurred (“**Effective Date**”): (i) the Settlement Agreement has been executed by
23 Plaintiff, Defendant, Plaintiff’s Counsel, and Defendant’s Counsel; (ii) Notice of the Settlement
24 has been sent to the LWDA; (iii) the Court has given approval to the Settlement; (iv) the Court
25 has entered the Court’s Final Order and Judgment; and (v) the later of the following events: (a)
26 when the period for filing any appeal, writ, or other appellate proceeding opposing approval of
27 the settlement and judgment has elapsed without any appeal, writ, or other appellate proceeding
28 having been filed; (b) when any appeal, writ or other appellate proceeding opposing the

1 settlement has been dismissed finally and conclusively with no right to pursue further remedies
2 or relief; or (c) when any appeal, writ or other appellate proceeding has upheld the Court's Final
3 Order and Judgment with no right to pursue further remedies or relief. If the Court declines to
4 approve the Settlement, the Parties will work in good faith to address the Court's concerns. If,
5 after the Parties have exhausted all good faith efforts to obtain approval of the Settlement
6 Agreement, the Court declines to approve the settlement, the entire Settlement Agreement is
7 deemed void and unenforceable as if no settlement of any claim was ever reached.

8 **G. Individual Settlement Payment.** The term "Individual Settlement Payment" as
9 used herein means the pro rata payment that each member of the PAGA Group will receive as
10 his or her share of the Net Settlement Amount. The portion of the Net Settlement Amount to be
11 distributed to the PAGA Group (*i.e.*, 25% of the Net Settlement Amount) shall be divided by the
12 total number of full pay periods which the PAGA Group worked for Defendant during the PAGA
13 Release Period, with partial pay periods rounded up to the next whole number and as determined
14 by Defendant's records. This amount shall be known as the "Pay Period Value." Each member
15 of the PAGA Group shall be paid an amount equal to the number of individual pay periods he or
16 she worked for Defendant during the PAGA Release Period multiplied by the Pay Period Value.
17 Defendant represents that, based on a reasonable investigation of its records, the total number of
18 full pay periods worked by individuals in the PAGA Group, including Plaintiff, does not exceed
19 12,000. If the actual number of pay periods worked by individuals in the PAGA Group between
20 March 5, 2023 through February 25, 2025, inclusive, exceeds this estimate by more than 5%
21 (*i.e.*, the total number of pay periods exceeds 12,600), then Defendant may elect to either (1) end
22 the PAGA Release Period on the date that the number of pay periods worked by individuals in
23 the PAGA Group reaches 12,600 or (2) increase the Settlement Amount on a proportional basis
24 (*i.e.*, if there was a 5% increase in the number of pay periods over 12,600, Defendant will
25 increase the Settlement Amount by 5%).

26 **H. Litigation.** The term "Litigation" as used herein means the action entitled
27 *Thomason v. Sequioa Senior Living LLC*, filed in El Dorado County Superior Court, Case No.
28 24CV0979.

1 **I. LWDA Payment.** The term “LWDA Payment” as used herein means the
2 seventy-five percent (75%) of the Net Settlement Amount payable to the California Labor and
3 Workforce Development Agency (“LWDA”).

4 **J. Net Settlement Amount.** The term “Net Settlement Amount” as used herein
5 means the Settlement Amount minus any award of attorneys’ fees and litigation costs to
6 Plaintiff’s Counsel, Administrative Costs, and Plaintiff’s enhancement award. Pursuant to the
7 statutory requirements of PAGA, seventy-five percent (75%) of the Net Settlement Amount will
8 be paid to the LWDA and twenty-five percent (25%) of the Net Settlement Amount will be paid
9 to the PAGA Group based on the distribution formula set forth in this Agreement.

10 **K. PAGA Group.** The PAGA Group is defined as: All persons within the State of
11 California who are or were employed by Defendant in the State of California as hourly or non-
12 exempt employees at any time within the PAGA Release Period. Defendant represents that,
13 based on a reasonable investigation of its records, the total number of individuals in the PAGA
14 Group, including Plaintiff, does not exceed 658.

15 **L. PAGA Release Period.** Except as provided herein, the term “PAGA Release
16 Period” shall refer to the period from and including March 5, 2023, through February 25, 2025,
17 inclusive.

18 **M. Plaintiff.** The term “Plaintiff” as used herein means April Thomason.

19 **N. Plaintiff’s Counsel.** The term “Plaintiff’s Counsel” as used herein means Keller
20 Grover LLP.

21 **O. Settlement Administrator.** The term “Settlement Administrator” as used herein
22 means Simpluris, Inc., which will be responsible for the administration of the settlement
23 embodied in this Agreement and all related matters.

24 **P. Settlement Amount.** Except as provided herein, the term “Settlement Amount”
25 means a fund in the sum of Three Hundred Thousand Dollars and No Cents (\$300,000.00) which
26 shall be paid by Defendant. The Settlement Amount shall cover, resolve, and fully satisfy the
27 Administrative Costs and all amounts owed to Plaintiff, the PAGA Group, the LWDA, and
28 Plaintiff’s Counsel, including all amounts allocated to attorneys’ fees and litigation costs. Except

1 in the event the actual pay periods for the PAGA Release Period exceed 12,600, Defendant shall
2 not be required to pay more than the Settlement Amount.

3 **II. BACKGROUND**

4 A. On May 10, 2024, Plaintiff filed her Complaint in El Dorado County Superior
5 Court against Defendant for penalties pursuant to Labor Code § 2699(f) for alleged violations
6 and penalties under Labor Code §§ 201, 202, 203, 204, 226(a), 226.3, 226.7, 510, 512, 1194,
7 1194.2, 1197, 1197.1, 1198, 1199, and 2802. After engaging in discovery, counsel for the Parties
8 met and conferred with respect to the potential settlement of the Litigation. Pursuant to these
9 discussions, the Parties agreed to exchange additional informal discovery and engage in private
10 mediation. The Parties subsequently exchanged additional informal discovery, including
11 information and documentation concerning the claims set forth in the Litigation and information
12 regarding the number of PAGA Group members and the total pay periods worked by the PAGA
13 Group during the PAGA Release Period.

14 B. Plaintiff, Defendant, and their respective counsel have engaged in good faith,
15 arms-length negotiations. On February 25, 2025, the Parties participated in a mediation with
16 Steve Pearl, Esq., which resulted in reaching a resolution of this matter. The Parties have now
17 entered into a more detailed, formalized Settlement Agreement for submission to the Court for
18 approval.

19 C. Plaintiff's counsel has conducted an investigation of the law and facts relating to
20 the claims asserted in the Litigation and has concluded, taking into account the sharply contested
21 issues involved, the expense and time necessary to pursue the Litigation through trial and any
22 appeals, the risks and costs of further prosecution of the Litigation, the risk of an adverse
23 outcome, the uncertainties of complex litigation, and the substantial benefits to be received by
24 the Plaintiff, the State of California, and the members of the PAGA Group pursuant to this
25 Agreement, and that a settlement with Defendant on the terms and conditions set forth herein is
26 fair, reasonable, adequate, and in the best interests of the State of California and the PAGA
27 Group. Plaintiff, on her own behalf and as a representative pursuant to PAGA, has agreed to
28 settle the Litigation with Defendant on the terms set forth herein.

1 D. Defendant has concluded that, because of the substantial expense of defending
2 against the Litigation, the length of time necessary to resolve the issues presented herein, the
3 inconvenience involved, and the concomitant disruption to its business operations, it is in its best
4 interests to accept the terms of this Agreement. Defendant denies each of the allegations and
5 claims asserted against it in the Litigation. However, Defendant nevertheless desires to settle the
6 Litigation for the purpose of avoiding the burden, expense, and uncertainty of continuing
7 litigation, and for the purpose of putting to rest the controversies engendered by the Litigation.

8 E. This Agreement is intended to and does effectuate the full, final, and complete
9 resolution of all allegations and claims under the PAGA based on or arising out of alleged
10 violations of the Labor Code on behalf of non-exempt employees, including all claims that were
11 and/or could have been alleged based on the factual allegations and identified Labor Code
12 sections in the in the LWDA Letter and/or the operative pleading for the Litigation.

13 **III. JURISDICTION**

14 The Court has jurisdiction over the Parties and the subject matter of this Litigation. The
15 Litigation includes claims that, while Defendant denies in their entirety, would, if proven,
16 authorize the Court to grant relief pursuant to the applicable statutes. After the Court has granted
17 approval of this Agreement, pursuant to California Code of Civil Procedure § 664.6 the Court
18 shall retain jurisdiction of this action solely for the purpose of interpreting, implementing, and
19 enforcing this Agreement consistent with the terms set forth herein, and the Parties and their
20 counsel submit to the jurisdiction of the Court for purposes of interpreting, implementing, and
21 enforcing this Agreement and all orders and judgments entered in connection therewith.

22 **IV. STATEMENT OF NO ADMISSION**

23 A. Defendant denies liability to Plaintiff and to the PAGA Group upon any claim or
24 cause of action. This Agreement does not constitute, and is not intended to constitute, an
25 admission by Defendant as to the merits, validity, or accuracy of any of the allegations or claims
26 made against it in the LWDA Letter and/or the Litigation.

27 B. Nothing in this Agreement, nor any action taken in implementation thereof, nor
28 any statements, discussions, or communications, nor any materials prepared, exchanged, issued,

1 or used during the course of the negotiations leading to this Agreement, is intended by the Parties
2 to constitute, nor will any of the foregoing constitute, be introduced, be used, or be admissible
3 in any way in this case or any other judicial, arbitral, administrative, investigative or other forum
4 or proceeding, as evidence of any violation of any federal, state, or local law, statute, ordinance,
5 regulation, rule or executive order, or any obligation or duty at law or in equity. The Parties
6 themselves agree not to introduce, use, or admit this Agreement, directly or indirectly, in this
7 case or any other judicial, arbitral, administrative, investigative, or other forum or proceeding,
8 as purported evidence of any violation of any federal, state, or local law, statute, ordinance,
9 regulation, rule or executive order, or any obligation or duty at law or in equity, or for any other
10 purpose. Notwithstanding the foregoing, this Agreement may be used in any proceeding before
11 the Court that has as its purpose the interpretation, implementation, or enforcement of this
12 Agreement, or any orders or judgments of the Court entered in connection with the settlement.

13 C. None of the documents produced or created by Plaintiff or her counsel in
14 connection with the approval of this settlement or administration of this settlement constitute,
15 and are not intended to constitute, an admission by Defendant of any violation of any federal,
16 state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or
17 duty at law or in equity.

18 D. Nothing in this Agreement will be construed as an admission or
19 acknowledgement of any kind that any group should or would be given collective or
20 representative treatment in the Litigation or in any other action or proceeding. Further, neither
21 this Agreement nor the Court's actions regarding this Agreement will be admissible in any court
22 or other tribunal regarding the propriety of collective or representative treatment. In the event
23 that this Agreement is not approved by the Court or any appellate court, is terminated, or
24 otherwise fails to be enforceable, Plaintiff will not be deemed to have waived, limited, or affected
25 in any way any claims, rights, or remedies in the Litigation, and Defendant will not be deemed
26 to have waived, limited, or affected in any way any of their objections or defenses in the
27 Litigation.

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1 **V. RELEASE**

2 **A. Scope of PAGA Release.** Upon approval of this settlement by the Court,
3 Plaintiff, individually and as a representative acting as a proxy or agent of the LWDA, a State of
4 California Executive Branch Agency, in this Litigation, agrees to release Defendant and
5 Defendant's partners, parents, subsidiaries, affiliates, attorneys, and all agents thereof
6 (collectively, the "Released Parties"), of and from any and all claims under the California Labor
7 Code Private Attorneys General Act of 2004 ("PAGA"), Labor Code §§ 2698, *et seq.*, that were
8 or could have been alleged on behalf of non-exempt employees based on the factual allegations
9 and identified Labor Code sections in the LWDA Letter and/or operative pleading for the
10 Litigation, including, but not limited to, any claim for failure to pay wages (including minimum
11 wage and overtime), claims regarding failure to pay for off-the-clock work, including but not
12 limited to time spent working through meal periods, reducing time actually worked in
13 Defendant's timekeeping system, and/or deducting time for meal periods that were not actually
14 taken, failure to timely pay wages during employment, failure to timely pay wages upon
15 separation of employment, failure to provide meal periods including first and subsequent meal
16 periods, short, late, and/or interrupted meal periods, failure to pay meal period premium
17 payments including failure to pay meal period premiums at the proper rate of pay, failure to
18 authorize and permit rest periods including first and subsequent rest periods, short, late, and/or
19 interrupted rest periods, failure to pay rest period premium payments including failure to pay
20 rest period premium payments at the proper rate of pay, failure to issue accurate wage statements,
21 and/or failure to reimburse business expenses. This Release shall include all claims and theories
22 arising under California Labor Code sections §§ 201, 202, 203, 204, 226(a), 226.3, 226.7, 510,
23 512, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2802, as well as all applicable Industrial
24 Welfare Commission ("IWC") Wage Orders during the PAGA Release Period (the "Released
25 Claims"). The Parties further agree to release all claims for costs, fees, and interest related to the
26 Released Claims. The Parties further agree that this Agreement and judgment to be entered by
27 the Court following approval of this settlement forever bars Plaintiff and the LWDA, directly or
28 through any other proxy or agent, from any future prosecution of any of the Released Claims

1 against any of the Released Parties.

2 **B. General Release by Plaintiff Only.** In addition to the release in Section V.A, in
3 exchange for the consideration set forth in this Agreement, Plaintiff makes the additional
4 following general release of all claims, known or unknown: Plaintiff releases Defendant and the
5 Released Parties, from all claims, demands, rights, liabilities, and causes of action of every nature
6 and description whatsoever, known or unknown, asserted or that might have been asserted,
7 whether in tort, contract, or for violation of any state or federal statute, rule, regulation, or
8 ordinance including but not limited to those arising out of, relating to, or in connection with
9 Plaintiff's employment with Defendant through the date of this Agreement as well as any and
10 all acts or omissions by or on the part of Defendant through the date of this Agreement. (The
11 release set forth in this Paragraph shall be referred to hereinafter as the "**Plaintiff's General**
12 **Release.**") With respect to the Plaintiff's General Release, the Plaintiff stipulates and agrees that,
13 upon the Effective Date, Plaintiff shall be deemed to have expressly waived and relinquished, to
14 the fullest extent permitted by law, the provisions, rights, and benefits of Section 1542 of the
15 California Civil Code, or any other similar provision under federal or state law, which provides:

16 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS**
17 **THAT THE CREDITOR OR RELEASING PARTY DOES**
18 **NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER**
19 **FAVOR AT THE TIME OF EXECUTING THE RELEASE**
 AND THAT, IF KNOWN BY HIM OR HER WOULD HAVE
 MATERIALLY AFFECTED HIS OR HER SETTLEMENT
 WITH THE DEBTOR OR RELEASED PARTY.

20 Cal. Civ. Code § 1542. Accordingly, if the facts relating in any manner to this settlement are
21 found hereafter to be other than or different from the facts now believed to be true, the release of
22 claims contained in the Plaintiff's General Release shall be effective as to all unknown claims.
23 However, claims by Plaintiff relating to workers' compensation, unemployment insurance, or
24 any other claims that cannot be waived by law are specifically excluded from Plaintiff's General
25 Release.

26 **VI. SETTLEMENT ADMINISTRATOR**

27 Plaintiff and Defendant, through their respective counsel, have selected Simpluris, Inc.
28 as the Settlement Administrator to administer the settlement, which includes but is not limited

1 to distributing and responding to inquiries about the Notice of Settlement and calculating all
2 amounts to be paid from the Settlement Amount, including the Individual Settlement Payments.
3 The Administrative Costs are estimated to be no more than Five Thousand Dollars and No Cents
4 (\$5,000) and will be paid from the Settlement Amount. Any charges and expenses of the
5 Settlement Administrator greater than the allocated \$5,000.00 will come from the Settlement
6 Amount and will be subject to approval by the Court. If the actual Administrative Costs are less
7 than the Parties' estimation, the difference between the actual and estimated Administrative
8 Costs will be included in the Net Settlement Amount.

9 **VII. NOTICE**

10 Plaintiff and Defendant, through their respective attorneys, have jointly prepared a Notice
11 of Settlement (the "Notice"), in the form attached hereto as **Exhibit "A"** which in substance will
12 be provided to the members of the PAGA Group as follows:

13 As soon as practicable following approval of the settlement, but no later than 21 calendar
14 days after the Effective Date, Defendant will provide to the Settlement Administrator the
15 following information about each PAGA Group member: (1) name; (2) last known home
16 address; (3) number of pay periods as a PAGA Group member during the PAGA Release Period;
17 and (4) social security number (collectively referred to as the "PAGA List"). To protect the
18 PAGA Group's rights to privacy, the Administrator must maintain the PAGA List in confidence,
19 use the PAGA List only for purposes of this Settlement and for no other purpose, and restrict
20 access to the PAGA List to Administrator employees who need access to the PAGA List to effect
21 and perform under this Agreement.

22 The Settlement Administrator shall run all the addresses provided through the United
23 States Postal Service NCOA database, which provides updated addresses for any individual who
24 has moved in the previous four years and who has notified the U.S. Postal Service of a forwarding
25 address, to obtain current address information. Within 28 calendar days after the Settlement
26 Administrator's receipt of the Settlement Amount, the Settlement Administrator will mail the
27 Notice together with the Individual Settlement Payments to all PAGA Group members by first-
28 class United States mail, postage prepaid, with directions to the Postmaster to forward the Notice

1 and return all undeliverable Notices to the Settlement Administrator. If a check is returned to the
2 Settlement Administrator as undeliverable, the Settlement Administrator shall promptly attempt
3 to obtain a valid mailing address by performing a skip trace search and, if another address is
4 identified, shall mail the check to the newly identified address. If the Settlement Administrator
5 is unable to obtain a valid mailing address through this process, after the check void date, the
6 monies represented by the check shall be sent to the LWDA.

7 **VIII. COMPUTATION AND DISTRIBUTION OF PAYMENTS**

8 **A. Distribution.** The portion of the Net Settlement Amount to be distributed to the
9 PAGA Group (*i.e.*, 25% of the Net Settlement Amount) shall be divided by the total number of
10 full pay periods which the PAGA Group worked for Defendant during the PAGA Release Period,
11 with partial pay periods rounded up to the next whole number and as determined by Defendant's
12 records. This amount shall be known as the "Pay Period Value." Each member of the PAGA
13 Group shall be paid an amount equal to the number of individual pay periods he or she worked
14 for Defendant during the PAGA Release Period multiplied by the Pay Period Value.

15 The portion of the Net Settlement amount to be distributed to the LWDA (*i.e.*, 75% of
16 the Net Settlement Amount) shall be paid by the Administrator from the Gross Settlement
17 Amount to the LWDA within 28 calendar days after the Settlement Administrator's receipt of
18 the Settlement Amount.

19 **B. Funding of the Settlement Amount.** The funding of the Settlement Amount by
20 Defendant will be completed at one time with funds provided to and escrowed by the Settlement
21 Administrator. The Settlement Amount shall be deposited with the Settlement Administrator by
22 Defendant within 10 business days of the date of the Effective Date.

23 If a PAGA Group member is deceased at the time of distribution, the Settlement
24 Administrator shall distribute the deceased PAGA Group member's Individual Settlement
25 Payment to the deceased PAGA Group member's legal heir(s). In the event of a dispute as to the
26 legal heir(s), the Settlement Administrator shall notify the executor of the deceased PAGA Group
27 member's estate and attempt to place the deceased PAGA Group member's payment in escrow
28 or similar disposition such that any competing heirs may take whatever action they wish to

1 resolve ultimate disposition of such money and the Settlement Administrator and the Parties
2 hereto may disclaim any further interest in or obligation in relation to such money.

3 Settlement checks will specifically indicate that they are void if not negotiated within
4 180 days of their issuance. Any settlement checks that remain uncashed 180 or more calendar
5 days after issuance by the Settlement Administrator shall be voided and the Settlement
6 Administrator will remit the entire amount of each PAGA Group member's uncashed Individual
7 Settlement Payment to the LWDA.

8 The Administrator shall promptly send a replacement check to any member of the PAGA
9 Group whose original check was lost or misplaced and which is requested by the PAGA Group
10 member prior to the void date.

11 **C. Time for Distribution of the Enhancements to Plaintiff, Attorneys' Fees and**
12 **Litigation Costs to Plaintiff's Counsel, the LWDA Payment and**
13 **Administrative Costs.**

14 The Settlement Administrator shall cause the Court approved enhancement to Plaintiff,
15 attorneys' fees and litigation costs awarded to Plaintiff's Counsel, and the LWDA Payment to
16 be paid within 28 calendar days of the funding of the Settlement Amount. The Settlement
17 Administrator may pay itself the Court-approved administrative costs once the Individual
18 Settlement Payments have been mailed out.

19 **IX. NO CONTRIBUTIONS TO EMPLOYEE BENEFIT PLAN**

20 The amounts paid under this Agreement do not represent a modification of any
21 previously credited hours of service under any employee benefit plan, policy, or bonus program
22 sponsored by Defendant. Such amounts will not form the basis for additional contributions to,
23 benefits under, or any other monetary entitlement under, benefit plans (self-insured or not)
24 sponsored by Defendant, policies or bonus programs. Any payments made under the terms of
25 this Agreement shall not be applied retroactively, currently, or on a going forward basis as salary,
26 earnings, wages, or any other form of compensation for the purposes of Defendant's benefit plan,
27 policy or bonus program. Defendant retains the right to modify the language of its benefit plans,
28 policies, and bonus programs to effect this intent and to make clear that any amounts paid

pursuant to this Agreement are not for “hours worked,” “hours paid,” “hours of service,” or any similar measuring term as defined by applicable plans, policies, and bonus programs for purpose of eligibility, vesting, benefit accrual or any other purpose, and that additional contributions or benefits are not required by this Agreement.

X. PLAINTIFF’S COUNSEL ATTORNEYS’ FEES AND LITIGATION COSTS

Defendant shall not oppose an application by Plaintiff’s Counsel for, and Plaintiff’s Counsel shall not seek or receive an amount more than one-third of the Settlement Amount, for all past and future attorneys’ fees necessary to prosecute, settle, and administer the Litigation and this Agreement. Additionally, Defendant shall not oppose an application by Plaintiff’s Counsel for reimbursement of all past and future litigation costs and expenses necessary to prosecute, settle, and administer the Litigation and this Agreement, which Plaintiff’s Counsel estimates will not exceed \$25,000. Any attorneys’ fees or litigation costs awarded to Plaintiff’s Counsel by the Court shall be deducted from the Settlement Amount for the purpose of determining the Net Settlement Amount, and the Administrator shall pay Plaintiff’s Counsel fees and expenses and report the payments on one or more IRS 1099 forms. This amount shall include all attorneys’ fees, litigation costs, and expenses for which Plaintiff and Plaintiff’s Counsel could claim in this Litigation under any legal theory whatsoever. Released Parties shall have no liability to Plaintiff’s Counsel or any other Plaintiff’s counsel arising from any claim to any portion of any fee and/or litigation costs award. Should the Court approve a lesser percentage or amount of fees and/or litigation costs than the amount that Plaintiff’s Counsel seeks, then the unapproved portion or portions shall revert to the Net Settlement Amount. The award of fees and/or litigation costs to Plaintiff’s Counsel is not a material term of this Agreement and does not give rise to a basis to abrogate this Agreement.

XI. ENHANCEMENT TO PLAINTIFF

Defendant shall not oppose an application by Plaintiff to seek or receive an amount not to exceed Seven Thousand and Five Hundred Dollars and No Cents (\$7,500.00) for her participation in and assistance with the Litigation. Any enhancement awarded to Plaintiff by the Court shall be deducted from the Settlement Amount for the purpose of determining the Net

1 Settlement Amount, and shall be reported on IRS Form 1099-misc. If the Court approves an
2 enhancement of less than \$7,500.00, then the unapproved portion shall revert into the Net
3 Settlement Amount. The award of an enhancement payment to Plaintiff is not a material term of
4 this Agreement and does not give rise to a basis to abrogate this Agreement.

5 **XII. TAXATION AND ALLOCATION**

6 For withholding tax characterization purposes and payment of taxes, the Net Settlement
7 Amount shall be deemed and is allocated by the Parties as follows (“**Net Settlement**
8 **Allocation**”): 100% as penalties.

9 PAGA Group members may receive an IRS Form 1099 for their portion of the settlement,
10 if deemed required by the Settlement Administrator (in compliance with IRS guidelines).

11 **XIII. COURT APPROVAL**

12 Plaintiff’s Counsel will prepare and deliver to Defense Counsel all documents necessary
13 for obtaining approval of this Settlement under Labor Code § 2699 (f)(2) including (i) a draft
14 proposed Order Granting Approval of PAGA Settlement; and (ii) a signed declaration from
15 Plaintiff’s Counsel attesting to its timely transmission to the LWDA of all necessary PAGA
16 documents (initial notice of violations (Labor Code § 2699.3 (a)), operative Complaint (Labor
17 Code § 2699 (l)(1)), this Agreement (Labor Code § 2699 (l)(2))).

18 This Agreement is contingent upon approval by the Court. Plaintiff and Defendant agree
19 to take all steps as may be reasonably necessary to secure approval of this Agreement, to the
20 extent not inconsistent with the terms of this Agreement.

21 **XIV. APPRISAL AND CERTIFICATION BY THE SETTLEMENT ADMINISTRATOR**

22 The Settlement Administrator shall keep Plaintiff’s Counsel and Defendant’s Counsel
23 apprised of all distributions from the Settlement Amount. Upon completion of administration of
24 the Settlement, the Settlement Administrator shall provide written certification of such
25 completion to Plaintiff’s Counsel and Defendant’s Counsel. The Settlement Administrator shall
26 provide a final accounting, including the names of payees and the amounts of the Individual
27 Settlement Payments.

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1 **XV. MISCELLANEOUS PROVISIONS**

2 **A. Stay of Litigation.** Plaintiff and Defendant agree to the stay of all discovery in
3 the Litigation, pending approval of this Agreement by the Court.

4 **B. Interpretation of the Agreement.** This Agreement constitutes the entire
5 agreement between Plaintiff and Defendant. Except as expressly provided herein, this
6 Agreement has not been executed in reliance upon any other written or oral representations or
7 terms, and no such extrinsic oral or written representations or terms shall modify, vary, or
8 contradict its terms. In entering into this Agreement, the Parties agree that this Agreement is to
9 be construed according to its terms and may not be varied or contradicted by extrinsic evidence.
10 This Agreement will be interpreted and enforced under the laws of the State of California, both
11 in its procedural and substantive aspects, without regard to its conflict of law's provisions. Any
12 claim arising out of or relating to this Agreement, or the subject matter hereof, will be resolved
13 solely and exclusively in the Superior Court of the State of California for the County of El
14 Dorado, and Plaintiff and Defendant hereby consent to the personal jurisdiction of the Court over
15 them solely in connection therewith. Plaintiff, on her own behalf and on behalf of the PAGA
16 Group and the State of California, and Defendant participated in the negotiation and drafting of
17 this Agreement and had available to them the advice and assistance of independent counsel. As
18 such, neither Plaintiff nor Defendant may claim that any ambiguity in this Agreement should be
19 construed against the other.

20 The terms and conditions of this Agreement constitute the exclusive and final
21 understanding and expression of all agreements between Plaintiff and Defendant with respect to
22 the resolution of the Litigation. This Agreement may be modified only by a writing signed by
23 counsel for all Parties or their successors-in-interest.

24 **C. Further Cooperation.** Plaintiff and Defendant and their respective attorneys
25 shall proceed diligently to prepare and execute all documents, to seek approval of this Agreement
26 from the Court, and to do all things reasonably necessary or convenient to consummate this
27 Agreement as expeditiously as possible.

28 ///

D. Counterparts. This Agreement may be executed in one or more actual or non-original counterparts, all of which will be considered one and the same instrument and all of which will be considered duplicate originals.

F. Authority. Each individual signing below warrants that he or she has the authority to execute this Agreement on behalf of the party for whom or which that individual signs.

G. No Third-Party Beneficiaries. Plaintiff, members of the PAGA Group, the State of California, Defendant and Released Parties are direct beneficiaries of this Agreement. The Parties are not aware of any third-party beneficiaries.

H. Deadlines Falling on Weekends or Holidays. To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday, or legal holiday, that deadline shall be continued until the following business day.

J. Severability. If any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way effect any other provision.

K. Defendant's Fees and Costs. All of Defendant's own legal fees, costs and expenses incurred in this Litigation shall be borne by Defendant.

L. Waiver of Right to Appeal. Provided the Court's judgment is consistent with the terms and conditions of this Agreement, the Parties and their respective counsel waive all rights to appeal from the judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the judgment becomes final.

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APPROVED AS TO CONTENT:

3/9/2025

DATED: February __, 2025

Signed by:

C763DA9D05C74C5...

April Thomason

3/10/2025

DATED: February __, 2025

SEQUOIA SENIOR LIVING LLC

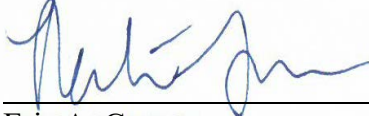
DocuSigned by:

A0FE836EC9CC410...
By: Erik Pilegaard

APPROVED AS TO FORM:

DATED: March 10, 2025

KELLER GROVER LLP

By: 
Eric A. Grover
Robert W. Spencer
Attorney for Plaintiff

3/10/2025

DATE: February __, 2025

PETERSON WATTS LAW GROUP, LLP

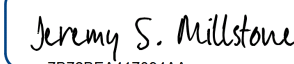
Signed by:

7B72BEA417094AA
By: Jeremy S. Millstone, Of Counsel
Attorneys for Defendant

EXHIBIT A

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF EL DORADO**

APRIL THOMASON, on behalf of
herself, and all aggrieved employees,

Plaintiff,

v.

SEQUOIA SENIOR LIVING LLC, and
DOES 1 through 50, inclusive,

Defendants.

Case No. 24CV0979

**NOTICE OF SETTLEMENT OF PRIVATE
ATTORNEYS GENERAL ACT CLAIMS
(CAL. LABOR CODE §§ 2698, *ET SEQ.*)**

You have been identified as an hourly or non-exempt employee who worked for Sequioia Senior Living LLC (“Sequioia” or “Defendant”) in California March 5, 2023 through February 25, 2025, inclusive (“Covered Employee”).

On May 10, 2024, a complaint was filed in El Dorado County Superior Court (the “Court”) to recover civil penalties pursuant to the California Labor Code Private Attorneys General Act of 2004, codified at Labor Code §§ 2698, *et seq.* (“PAGA”). The lawsuit alleges that Covered Employees were not paid for all hours worked, were not provided proper meal periods or rest breaks, were not provided with accurate itemized wage statements, were not paid all wages due at the time of discharge or voluntary quit, were not paid in a timely manner, were not reimbursed for business expenses, and worked off-the-clock without compensation.

Sequioia denies all of Plaintiff’s allegations and disputes all of Plaintiff’s claims, and contends that it complied with all applicable laws. The Court has made no determination whether Plaintiff or Sequioia is correct on the merits and, by agreeing to settle, Sequioia does not admit any violations or concede the merits of any claim.

Plaintiffs and Defendant reached a settlement of the claims for PAGA civil penalties alleged in the lawsuit. The Court approved the settlement on _____. By law, 75% of the civil penalties are paid to the State of California’s Labor and Workforce Development Agency (“LWDA”) for the enforcement of the state’s labor laws and 25% are paid to the PAGA Group.

Pursuant to the settlement agreement, the amount to be distributed to the PAGA Group shall be divided by the total number of pay periods, with partial pay periods rounded up to the next whole number, as determined by Defendant’s records, worked by all Covered Employees between March 5, 2023 through February 25, 2025, inclusive. This amount shall be known as the “Pay Period Value.” Each Covered Employee shall be paid an amount equal to the number of individual pay periods he or she worked for Defendant between March 5, 2023 through February 25, 2025, inclusive. Your Individual Settlement Payment is provided with this Notice, and will remain negotiable for 180 days. If you do not cash, deposit, or negotiate your Individual Settlement Payment

within 180 days, the check will be canceled and the funds will be sent to the State Labor and Workforce Development Agency.

The Court-approved settlement contains the following release of claims, which is meant to bar any future litigation by Plaintiff and the California Labor & Workforce Development Agency (“LWDA”), either directly or through any other proxy or agent:

Upon approval of this settlement by the Court, Plaintiff, individually and as a representative acting as a proxy or agent of the LWDA, a State of California Executive Branch Agency, in this Litigation, agrees to release Defendant and Defendant’s partners, parents, subsidiaries, affiliates, attorneys, and all agents thereof (collectively, the “Released Parties”), of and from any and all claims under the California Labor Code Private Attorneys General Act of 2004 (“PAGA”), Labor Code §§ 2698, et seq., that were or could have been alleged on behalf of non-exempt employees based on the factual allegations and identified Labor Code sections in the LWDA Letter and/or operative pleading for the Litigation, including, but not limited to, any claim for failure to pay wages (including minimum wage and overtime), claims regarding failure to pay for off-the-clock work, including but not limited to time spent working through meal periods, reducing time actually worked in Defendant’s timekeeping system, and/or deducting time for meal periods that were not actually taken, failure to timely pay wages during employment, failure to timely pay wages upon separation of employment, failure to provide meal periods including first and subsequent meal periods, short, late, and/or interrupted meal periods, failure to pay meal period premium payments including failure to pay meal period premiums at the proper rate of pay, failure to authorize and permit rest periods including first and subsequent rest periods, short, late, and/or interrupted rest periods, failure to pay rest period premium payments including failure to pay rest period premium payments at the proper rate of pay, failure to issue accurate wage statements, and/or failure to reimburse business expenses. This Release shall include all claims and theories arising under California Labor Code sections §§ 201, 202, 203, 204, 226(a), 226.3, 226.7, 510, 512, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2802, as well as all applicable Industrial Welfare Commission (“IWC”) Wage Orders during the PAGA Release Period (the “Released Claims”). The Parties further agree to release all claims for costs, fees, and interest related to the Released Claims. The Parties further agree that this Agreement and judgment to be entered by the Court following approval of this settlement forever bars Plaintiff and the LWDA, directly or through any other proxy or agent, from any future prosecution of any of the Released Claims against any of the Released Parties.

This release of claims does not cover any other claims you may have against Defendant.

If you have any questions or would like a copy of the settlement agreement approved by the Court, please contact the Settlement Administrator at _____.