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Attorneys for Plaintiff
APRIL THOMASON

**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

REPRESENTATIVE ACTION

**DECLARATION OF ROBERT W.
SPENCER IN SUPPORT OF MOTIONS
FOR AN ORDER APPROVING
SETTLEMENT OF PAGA ACTION AND
DISMISSING ACTION WITH
PREJUDICE AND FOR AN ORDER
AWARDING ATTORNEYS' FEES AND
COSTS, ENHANCEMENT PAYMENT,
AND SETTLEMENT ADMINISTRATION
FEES**

Date: TBD
Time: TBD
Dept. 09

Complaint Filed: May 10, 2024
Trial Date: TBD

1 I, ROBERT W. SPENCER, declare as follows:

2 1. I am an attorney duly admitted to the practice of law in the State of California and
3 before this Court. I am a senior associate with the law firm Keller Grover LLP, counsel for
4 Representative Plaintiff April Thomason in this action. I have personal knowledge of the facts
5 stated herein and, if called as a witness, I could and would testify competently to the facts set
6 forth below.

7 **Plaintiff's Counsel's Experience:**

8 2. Eric A. Grover, Esq.'s Experience: Between September 1988 and October 2005,
9 Eric A. Grover was first an associate and then a shareholder in the firm Littler Mendelson, P.C.
10 ("Littler"). Littler is the largest law firm in the United States specializing in labor and
11 employment law. During Mr. Grover's 17 years at Littler, he practiced extensively in all areas of
12 labor and employment law, including wage and hour law and class action defense. He also has
13 extensive litigation experience, including numerous arbitrations and trying a number of cases to
14 verdict in state and federal courts.

15 3. In the time Mr. Grover worked at Littler, he worked on many class action matters.
16 The following is a list of various class action matters for which Mr. Grover was the lead or co-
17 lead defense attorney:

- 18 a. *DLSE v. UI Video* (Blockbuster) (Alameda County) (Failure to provide
19 uniforms.);
- 20 b. *Vickery, et al. v. Cinema Seven, Inc.* (San Francisco County) (Independent
21 contractor vs. employee status, overtime, minimum wage and expense
22 reimbursement claims.);
- 23 c. *ILWU, et al. v. DMS Messenger Services, et al.* (San Francisco County)
24 (Overtime, minimum wage, expense reimbursement and waiting time
25 penalties.);
- 26 d. *Shields, et al. v. Lyon's Restaurants* (San Diego County) (Manager
27 misclassification.);
- 28 e. *O'Donnell, et al. v. Starving Students Movers* (Marin County) (Overtime,
minimum wage and waiting time penalties.);
- f. *Cross, et al. v. Compass* (Sacramento County) (Overtime and waiting time
penalties.);
- g. *Flowers, et al. v. Starving Students Movers* (San Joaquin County)
(Overtime, minimum wage and waiting time penalties.);

- h. *Chen v. DMX Music, Inc.* (San Francisco County) (Improper chargebacks on commission payments.);
- i. *Tiffany, et al. v. Hometown Buffet* (San Francisco County) (Manager misclassification.);
- j. *Leoni, et al. v. Jetsetter Express, Inc.* (San Joaquin County) (Manager misclassification.);
- k. *Solano v. Clark Pest Control* (Los Angeles County) (Technician/salesperson misclassification.);
- l. *Guglielmino, et al. v. McKee Foods Corp.* (USDC-ND) (Independent contractor vs. employee status.); and
- m. *Evets v. Guess?, Inc.* (San Francisco County) (Manager misclassification.).

4. Between October 2005 and the present, Mr. Grover has been practicing law at Keller Grover LLP. At Keller Grover, approximately 95% of my time is spent representing plaintiffs in employment, privacy, and data breach class action matters. Mr. Grover is currently lead counsel or co-lead counsel on more than 15 different class and/or representative actions. Mr. Grover has been named Class Counsel in numerous recent class action matters, including:

- a. *Watson v. Ann Taylor Stores Corp.*,
Los Angeles County Superior Court Case No. BC342729;
- b. *Novak v. Retail Brand Alliance, Inc., et al.*,
Alameda County Superior Court Case No. RG 05-223254;
- c. *Jos. A. Banks Overtime Cases*,
Solano County Superior Court Case No. JCCP NO. 4479;
- d. *Diaz v. Best Buy Stores, L.P.*,
Alameda County Superior Court Case No. RG 06-264187;
- e. *Lozoya v. PA Acquisition Corp., et al.*,
Alameda County Superior Court Case No. RG 06-258395;
- f. *Krispy Kreme Overtime Cases*,
Alameda County Superior Court Case No. JCCP No. 4489;
- g. *Walgreens Overtime Cases*,
Los Angeles County Superior Court Case No. JCCP 4387;
- h. *Gring v. Claire's Boutique's, Inc.*,
Alameda County Superior Court Case No. RG 05-247759;
- i. *Greene v. Federated Retail Holdings, Inc.*
San Francisco County Superior Court Case No. CGC 06-449456;
- j. *Stermer v. L'Occitane, Inc.*,
San Francisco County Superior Court Case No. CGC 06-456056;
- k. *Wilde v. Catalina Restaurant Group, Inc. et al.*,
Los Angeles County Superior Court Case No. BC347513;

- 1 l. *Rogers v. Accentcare, Inc.*,
Alameda County Superior Court Case No. RG 05-237683;
- 2 m. *Fleming v. Dollar Tree Stores, Inc.*,
3 United States District Court, Northern District of California,
Case No. C06-cv-03409;
- 4 n. *Corrado v. Valero Services, Inc.*,
5 Alameda County Superior Court Case No. RG 07-322134;
- 6 o. *Stenroos v. Core-Mark International, Inc.*,
San Mateo County Superior Court Case No. CIV 451198;
- 7 p. *Ford v. Pilot Travel Centers LLC*,
8 United States District Court, Northern District of California,
Case No. C-07-cv-02715;
- 9 q. *Elsbury v. Pizza Hut of Southeast Kansas, Inc.*,
10 United States District Court, Eastern District of California
Case No. EDCV 07-00695;
- 11 r. *Brior v. AE Retail West LLC*,
12 San Francisco County Superior Court Case No. CGC 06-455422;
- 13 s. *Moore v. Genesco, Inc. et al.*,
14 Alameda County Case No. RG 06-270570;
- 15 t. *Stermer v. Ulta Salon, Cosmetics & Fragrance, Inc.*,
16 San Francisco County Superior Court Case No. CGC 08-427014;
- 17 u. *Lauzon v. Club Monaco U.S., LLC, Polo Retail, LLC, and Polo Ralph Lauren
Corporation*, San Francisco County Superior Court Case No. CGC 06-449963;
- 18 v. *Davenport v. Union Bank of California, N.A. and Unionbanc Investment Services
LLC*, United States District Court, Central District of California,
19 Case No. 2:07-cv-00001;
- 20 w. *Jacobs v. Les Schwab Tire Centers of California, Inc., et al.*,
21 San Francisco County Superior Court Case No. CGC 08-478372;
- 22 x. *Daniel Arias v. Praxair Distribution, Inc., et al.*,
23 San Francisco County Case No. CGC 08-474506;
- 24 y. *Flores, et al. v. Zale Delaware, Inc.*,
25 United States District Court, Northern District of California,
Case No. 07-cv-00539;
- 26 z. *Payan et al. v. MetroPCS, Inc.*,
27 San Francisco County Superior Court Case No. CGC 08-476703;
- 28 aa. *Njoku v. Ecko Direct, LLC*,
San Francisco County Superior Court Case No. CGC 07-469480;
- bb. *Wiggins v. Cingular Wireless Employee Services, LLC*,
San Francisco County Superior Court Case No. CGC 08-477763;
- cc. *Lee v. Marshalls of CA LLC*,
Alameda County Superior Court Case No. RG 07-337021;
- dd. *Flores v. Cintas Corporation No. 2, Inc.*,
Los Angeles County Superior Court Case No. BC400422;

- 1 ee. *Drew v. HCR Manor Care Medical Services of Florida, LLC, et al.*,
San Francisco County Superior Court Case No. CGC 09-490181;
- 2 ff. *Ireland, et al. v. National Distribution Centers, L.P., et al.*,
San Francisco County Superior Court Case No. CGC 09-493709;
- 3 gg. *Lim-Hui v. Carter's Retail, Inc.*,
San Francisco County Superior Court Case No. CGC 09-484456;
- 4 hh. *Sefton v. OshKosh B'Gosh, Inc.*,
San Francisco County Superior Court Case No. CGC 09-484496;
- 5 ii. *Murphy v. Check n' Go of California, Inc.*,
San Francisco County Superior Court Case No. CGC 06-449394;
- 6 jj. *Wireless Advocates Wage and Hour Cases*,
Los Angeles County Superior Court Case No. JCCP 4600;
- 7 kk. *Matrix Service Wage and Hour Cases*,
Alameda County Superior Court Case No. JCCP 4610;
- 8 ll. *Sullivan v. Kelly Services, Inc.*,
United States District Court, Northern District of California
Case No. 08-cv-3893;
- 9 mm. *Strickland, et al. v. Timec Company, Inc., et al.*,
San Francisco County Superior Court Case No. CGC 10-501832;
- 10 nn. *Davis and Duke v. Plant Performance Services LLC, et al.*,
Alameda County Case No. RG 10-501301;
- 11 oo. *Jordan v. Directory Distributing Associates, Inc.*,
San Francisco County Superior Court Case No. CGC 10-500633;
- 12 pp. *Martin v. Total Safety U.S., Inc.*,
Alameda County Superior Court Case No. RG 10-533750;
- 13 qq. *Placer Title Company Wage and Hour Cases*,
Sacramento County Superior Court Case No. JCCP 4567;
- 14 rr. *Martin, et al. v. Starcon International, Inc.*,
Contra Costa County Superior Court Case No. MSC10-01071;
- 15 ss. *Meyer v. Irwin Industries, Inc.*,
ADRS Case No. 11-3844-RAH;
- 16 tt. *Lazarin, et al. v. Total Western, Inc.*,
JAMS Case No. 1100067385;
- 17 uu. *Potter v. Zale Delaware, Inc.*,
Alameda County Superior Court Case No. RG 10-548469;
- 18 vv. *Canales, et al. v. Electrical & Instrumentation Unlimited of California, Inc.*,
Kern County Superior Court Case No. S-1500-CV-271947;
- 19 ww. *Schechter and Porter v. ISYS Solutions, Inc.*,
Alameda County Superior Court Case No. RG 10-550517;
- 20 xx. *Gomez v. Pizza Hut of Southeast Kansas, Inc.*,
San Bernardino County Superior Court Case No. CIVVS900679;

- 1 yy. *Hernandez v. Bodell Construction Company,*
Alameda County Superior Court Case No. RG12-624600;
- 2 zz. *Gilliam v. Matrix Energy Services, Inc.,*
Alameda County Superior Court Case No. RG11-592345;
- 3 aaa. *Tate v. Wyatt Field Services Co.,*
Alameda County Superior Court Case No. RG 10-522846;
- 4 bbb. *Becerra, et al. v. RadioShack Corporation,*
United States District Court, Northern District of California,
5 Case No. C-11-cv-03586;
- 6 ccc. *Vasquez, et al. v. Turnaround Welding Services, Inc.,*
Contra Costa County Superior Court Case No. MSC12-00340;
- 7 ddd. *Betten and Lafa v. Diamond Wireless, LLC,*
United States District Court, Central District of California,
8 Case No. 2:13-cv-02885;
- 9 eee. *Martin v. AltairStrickland LLC,*
Alameda County Superior Court Case No. RG11 575618;
- 10 fff. *Miller v. Southwest Airlines Co.,*
United States District Court, Northern District of California,
11 Case No. C-12-cv-5978;
- 12 ggg. *Nguyen v. Equilon Enterprises LLC,*
United States District Court, Northern District of California,
13 Case No. 4:12-cv-04650;
- 14 hhh. *Saunders v. StubHub Inc.,*
San Francisco County Superior Court Case No. CGC-12-517707;
- 15 iii. *Oregel v. PacPizza, LLC,*
Contra Costa County Superior Court Case No. MSC12-01454;
- 16 jjj. *Torres, et al. v. San Joaquin Community Hospital,*
JAMS Case No. 1220043288;
- 17 kkk. *Hulsey v. San Joaquin Community Hospital,*
JAMS Case No. 1210030884;
- 18 ll. *DeLeon, et al. v. NCR Corp.,*
San Bernardino County Superior Court Case No. CIVDS1403274;
- 19 mmm. *Springer, et al. v. Stanford Hospital and Clinics, et al.,*
Los Angeles County Superior Court Case No. BC470522;
- 20 nnn. *Ginn, et al. v. Certified Safety, Specialists LLC et al.,*
Contra Costa County Superior Court Case No. C11-0969;
- 21 ooo. *Clothier v. SPAR Marketing Services, Inc.,*
Alameda County Superior Court Case No. RG12-639317;
- 22 ppp. *St. Joseph Health System Medical Information Cases,*
Orange County Superior Court JCCP Case No. 4716;
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- 1 qq. *Everhart and Everhart v. Advantage Sales & Marketing, LLC,*
2 Alameda County Superior Court Case No. RG14-712100;
- 3 rr. *Miller v. Hitachi America, Ltd.,*
4 San Mateo County Superior Court Case No. CIV 526430;
- 5 ss. *Johnson and Storey v. Mobility Plus Transportation LLC, et al.,*
6 San Francisco County Superior Court Case No. CGC-13-532872;
- 7 tt. *Tripp and Solberg v. Crossmark, Inc., et al.,*
8 United States District Court, Northern District of California,
9 Case No. 3:12-cv-04818.
- 10 uu. *McCabe, et al. v. Six Continents Hotels, Inc.,*
11 United States District Court, Northern District of California,
12 Case No. 12-cv-04818;
- 13 vv. *Wheelock v. Hyundai,*
14 Orange County Superior Court, Case No. 30-2011-00522293;
- 15 ww. *Roberts v. Wyndham Hotel and Resorts LLC, et al.,*
16 United States District Court, Northern District of California,
17 Case No. 5:12-cv-05083;
- 18 xx. *Castillo, et al. v. Seagate Technology LLC,*
19 United States District Court, Northern District of California
20 Case No. 3:16-cv-01958;
- 21 yy. *Halkola v. Fisher, Sand & Gravel Co.,*
22 Alameda County Superior Court, Case No. RG17844100;
- 23 zz. *Ashlock, et al. v. Sunrun, Inc., et al.*
24 San Francisco County Superior Court CGC-17-557027;
- 25 aaa. *Spitzer v. FRHI Hotels and Resorts (Canada) Inc.,*
26 San Bernardino County Superior Court Case No. CIVDS1712220;
- 27 bbbb. *Matthews v. eHealthinsurance Services, Inc.,*
28 Santa Clara County Superior Court Case No. 17CV305656;
- 29 cccc. *Crowley, et al. v. Central Transport LLC,*
30 San Bernardino Case No. CIVDS1604546;
- 31 dddd. *Alfinito v. Loop Transportation,*
32 San Francisco County Superior Court Case No. CGC-17-556677;
- 33 eeee. *Rabanal v. P.F. Chang's China Bistro, et al,*
34 Alameda County Case No. RG17851208;
- 35 ffff. *Kindt and Pappas v. Aerovias de Mexico, S.A. de C.V., et al,*
36 San Bernardino County Case No. CIVDS1809416;
- 37 gggg. *Duke v. Jacobs Engineering Group Inc., et al.,*
38 San Bernardino Superior Court Case No. CIVDS1703459;
- 39 hhhh. *O'Leary v. Youngevity International, Inc.,*
40 San Diego County Superior Court Case No. 37-2017-00045550;

- 1 iiii. *Kindt v. Concesionaria Vuela Compañía de Aviación S.A.P.I. de C.V., et al.,*
2 Napa County Superior Court Case No. 19CV000373;
- 3 jjjj. *Docter v. Accor Management US Inc.,*
4 San Joaquin County Superior Court Case No. STK-CV-UBT-2019-0000147;
- 5 kkkk. *Clothier v Spar Group, Inc.,*
6 Alameda County Superior Court Case No. RG18926494;
- 7 llll. *Pennywell-Foster v. IMKO Workforce Solutions, et al.,*
8 Sacramento County Superior Court Case No. 34-2019-00252683;
- 9 mmmm. *Stohs, et al. v. Samsonite Company Stores, LLC,*
10 Alameda County Superior Court Case No. RG19001392;
- 11 nnnn. *Casarez v. Chemtrade West US LLC,*
12 Alameda County Superior Court Case No. RG19008007;
- 13 oooo. *Butler v. Apple Inc.,*
14 Santa Clara County Superior Court Case No. 1-14-cv-262989;
- 15 pppp. *Gomez v. Pinnacle Workforce Logistics,*
16 San Bernardino County Superior Court Case No. CIVDS1804163;
- 17 qqqq. *Vilitchai, et al. v. Ametek Programmable Power, Inc.,*
18 San Diego County Superior Court Case No. 37-2015-00025968;
- 19 rrrr. *Madrid, et al. v. Golden Valley Health Centers,*
20 Merced County Superior Court Case. No. 20Cv-01484;
- 21 ssss. *Curtis v. Aegis Treatment Centers, LLC,*
22 Shasta County Superior Court Case No. 193712;
- 23 tttt. *Millay v. Napaidence OPCO, LLC,*
24 Napa County Superior Court Case. No. 19CV001903;
- 25 uuuu. *Gutierrez v. Brand Energy of California, Inc.,*
26 Alameda County Superior Court Case No. RG17846239;
- 27 vvvv. *Sica and Ellis v. Construction & Turnaround Services, L.L.C.,*
28 United States District Court, Northern District of California
 Case No. 4:21-cv-0188;
- www. *Zuckerbraun v. Flour Maintenance Serv., Inc.,*
 Alameda County Superior Court Case No. RG20054385;
- xxxx. *Clark-Alonso v. Southwest Airlines Co.,*
 Merced County Superior Court Case No. 21 CV-02475
- yyyy. *Zuckerbraun v. Flour Maintenance Serv., Inc.,*
 Alameda County Superior Court Case No. RG20054385;
- zzzz. *Sica v Madison Industrial Serv. Team, Ltd Partnership,*
 United States District Court, Northern District of California
 Case No. 4:20-cv-08347;
- aaaaa. *Harrington v. Forbes Security, Inc.,*
 San Francisco County Superior Court Case No. CGC-20-584155;

- 1 *bbbbb. Hernandez v. Chino Commercial Bank,*
2 San Bernardino County Superior Court Case No. CIVDS1922849;
- 3 *ccccc. Ellis v. Harder Mechanical Contractors, Inc.,*
4 United States District Court, Northern District of California
5 Case No. 21-cv-00844;
- 6 *ddddd. Harrington v. Creative Security Company, Inc.,*
7 Alameda County Superior Court Case No. RG21095377;
- 8 *eeee. Espinoza, et al. v. Dedicated Bldg. Serv. LLC,*
9 Los Angeles County Superior Court Case No. 20STCV03569
- 10 *fffff. Macomber v. Dermalogica, LLC,*
11 San Diego County Superior Court Case No: 37-2020-00020451;
- 12 *ggggg. Alvarez, et al. v. Autozone, Inc.,*
13 San Bernardino Superior Court Case No. CIVDS1416344;
- 14 *hhhhh. Walter v. Farfetch.com US, LLC,*
15 Orange County Superior Court Case No. 30-2020-01139875;
- 16 *iiii. Cascade Drilling Wage and Hour Cases,*
17 Alameda County Superior Court Case No. RG21090743;
- 18 *jjjjj. Bush, et al. v. Dutch Bros., LLC,*
19 Merced County Superior Court, Case No. 22CV-01415;
- 20 *kkkkk. Hernandez v. Automated Harvesting, LLC,*
21 Monterey County Superior Court, Case No. 22CV002717;
- 22 *lllll. Audycki v. Stanford Healthcare, a Corporation,*
23 Santa Clara County Superior Court Case No. 19CV347173;
- 24 *mmmmm. Collins v. National Insurance Inspection Services, Inc.,*
25 Los Angeles County Superior Court Case No. 20STCV15619;
- 26 *nnnnn. Avalos v. AxleHire, Inc.,*
27 Alameda County Superior Court Case No. 22CV020643;
- 28 *ooooo. Rahmat v. Aeroenlaces Nacionales S.A. de C.V.,*
 Ventura County Superior Court Case No. 2023CUBT01235; and
- ppppp. McKeehan v. 1-800-PACK-RAT, LLC,*
 San Diego County Superior Court Case No. 37-2022-00038509.

5. Robert Spencer, Esq.’s experience: I am a senior associate with Keller Grover LLP. I have spent my entire legal career, over 18 years, with Keller Grover LLP. Approximately 95% of my time is spent representing plaintiffs in employment, consumer, privacy, and data breach class and representative action matters. I have been named Class Counsel in many of the cases referred to above alongside Eric A. Grover, Esq. I will not repeat them here for the sake of brevity

Factual and Procedural Background:

6. A true and correct copy of the Labor Code Private Attorneys General Act Settlement Agreement (the “Settlement Agreement”)¹ entered into by Plaintiff and Sequoia Senior Living LLC, Inc. (“Defendant”), is attached hereto as **Exhibit 1**. The Settlement Agreement is discussed below.

7. On March 5, 2024, pursuant to Labor Code § 2699.3’s exhaustion requirements, Plaintiff gave written notice of her PAGA claims to the LWDA and Defendant. After satisfying the administrative requirements of Labor Code § 2699.3(a), Plaintiff filed the operative complaint on May 10, 2022 in El Dorado County Superior Court against Defendant alleging in Private Attorneys General Act (“PAGA”) claims under Labor Code §§ 2698, *et seq.*, based on alleged violations of Labor Code §§ alleged violations of Labor Code §§ 201, 202, 203, 204, 226(a), 226.3, 226.7, 510, 512, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2802 and seeking penalties pursuant to Labor Code §§ 2699(f) and attorneys’ fees pursuant to Labor Code § 2699(g)(1). A true and correct copy of the March 5, 2024 exhaustion letter is attached hereto as **Exhibit 2**. A true and correct copy of the operative Representative Action Complaint for Penalties and Attorneys’ Fees is attached hereto as **Exhibit 3**.

8. After engaging in discovery, the Parties discussed the potential for settlement and agreed to engage in private mediation. In advance of the mediation, the Parties agreed to exchange informal discovery. Defendant produced information and documents relevant to the PAGA claims, including that there are approximately 658 individuals who meet the PAGA Group definition who worked approximately 12,000 pay periods during the PAGA Release Period. That documentation along with other relevant data obtained during discovery enabled Plaintiff to evaluate the PAGA claims in preparation for mediation.

9. On February 25, 2025, the Parties participated in a formal mediation session with Steve G. Pearl, Esq., during which the Parties engaged in good faith, arm’s-length negotiations.

¹ Unless noted otherwise, all capitalized terms shall have the same meaning as set forth in the Settlement Agreement.

1 With the mediator's assistance, the Parties were able to resolve the PAGA claims, subject to the
2 Court's approval.

3 10. Through their counsel, the Parties have set forth all the terms of the PAGA
4 settlement in a more detailed, formalized Settlement Agreement, which Plaintiff is submitting to
5 the Court for approval.

6 **Plaintiff's Counsel's work litigating and settling this action:**

7 11. Prior to the filing of this action, I and other attorneys at Keller Grover LLP
8 expended time and effort in investigating and researching Plaintiff's potential Labor Code claims
9 and preparing this case for litigation. Pursuant to Labor Code § 2699.3's exhaustion requirements,
10 on Plaintiff's behalf, I drafted and provided written notice of each Plaintiff's PAGA claims to the
11 LWDA and Defendant. After receiving no response from the LWDA in the statutory period, I and
12 other attorneys at my firm drafted and filed the operative complaint.

13 12. On Plaintiff's behalf, I drafted and served written discovery on Defendant.
14 Defendant responded and produced responsive documents. Defendant also provided the list of
15 aggrieved employees and I interviewed numerous aggrieved employees.

16 13. After the Parties engaged in written discovery, I engaged in discussions with
17 Defense Counsel regarding potential settlement and the Parties agreed to mediate. In preparation,
18 the Parties agreed to exchange relevant information and documents informally. I drafted and sent
19 a detailed mediation information request to Defense Counsel. I and other attorneys at Keller Grover
20 LLP reviewed and analyzed information and documents that Defendant provided, including
21 documents and information relevant to the claims alleged in the operative complaint, such as
22 timekeeping and payroll records and the number aggrieved employees and total pay periods at
23 issue. The information and documents were sufficient to enable Plaintiff's Counsel to assess
24 Defendant's meal period, rest break, termination pay, other relevant pay and wage statement
25 practices and to tabulate the total number of pay periods at issue and identify the approximate total
26 number of individuals falling within the definition of the PAGA Group during the PAGA Release
27 Period.
28

14. Armed with the information obtained from informal discovery, the Parties participated in a formal mediation session with Steve G. Pearl, Esq., on February 25, 2025, during which we engaged in arm's length negotiations with Defense Counsel. At the mediation, the Parties were able to reach a tentative settlement and agreed to settle the entire action, subject to approval by the Court. Our experience in litigating similar representative PAGA actions based on wage and hour claims, the degree of investigation that we conducted, and the amount of data obtained from Defendant made it possible for us to determine the potential value and evaluate the strength of the PAGA claims when negotiating the settlement.

15. Following the mediation, I drafted and finalized the detailed Settlement Agreement. All terms of the Parties' settlement are set forth in the Settlement Agreement, which is **Exhibit 1**.

16. After the mediation, I spent time negotiating and drafting the Settlement Agreement, drafting the motion for approval of the PAGA settlement, and drafting the motion seeking an award of attorneys' fees and costs, settlement administration fees and Plaintiff's enhancement award. I have also spent time communicating with Defense Counsel and the Parties' selected Settlement Administrator regarding settlement administration issues. Further, I expect my office spend additional time working with the Settlement Administrator, speaking with PAGA Group members, finalizing and filing this motion, and preparing for and attending the hearing.

Settlement Uploaded to LWDA:

17. Concurrently with the submission of the Settlement Agreement to the Court, Plaintiff is submitting the settlement to the LWDA as required by Labor Code § 2699(1)(2). On April 24, 2025, I personally uploaded the following documents to the LWDA website: 1) Notice of Motion and Motion for an Order Approving Settlement of PAGA Action and Dismissing Action with Prejudice, 2) Memorandum of Points and Authorities in Support of Motion for an Order Approving Settlement of PAGA Action and Dismissing Action with Prejudice, 3) Notice of Motion and Motion for an Order Awarding Attorneys' Fees and Cost, Enhancement Payments, and Settlement Administration Fees, 4) Memorandum of Points and Authorities in Support of Motion for an Order Awarding Attorneys' Fees, Costs, Enhancement Payment, and Settlement

Administration Fees, 5) Declaration of April Thomason, 7) the parties' Labor Code Private Attorneys General Act Settlement Agreement, 8) the proposed order, and 9) this declaration.

Plaintiff's Counsel's Assessment of the Settlement's Fairness:

18. Based on my years of experience and my own independent investigation and evaluation, I am of the opinion that settlement for the consideration and on the terms set forth in the Settlement Agreement is fair, reasonable, and adequate and it is in the best interests of the LWDA and the PAGA Group in light of all known facts and circumstances, controlling case law, and the expenses and risks inherent in litigation.

19. The Settlement Agreement defines the PAGA Group as "All persons within the State of California who are or were employed by Defendant in the State of California as hourly or non-exempt employees at any time within the PAGA Release Period." The PAGA Release Period is the period from and including March 5, 2023, through February 25, 2025, inclusive. Defendant has identified approximately 658 PAGA Group members who worked approximately 12,000 pay periods during the PAGA Release Period.

20. The Parties have selected Simpluris, Inc. to serve as Settlement Administrator and expect the settlement administration to cost no more than \$5,000.

21. The Settlement Agreement achieves a substantial benefit for the LWDA and the PAGA Group members. The Settlement Agreement provides that, to settle this matter, Defendant will pay a total of \$300,000 (the "Settlement Amount"). If all requests are approved, the estimated total sum available for payment of PAGA penalties is calculated by deducting up to \$100,000 for the payment of Plaintiff's Counsel's fees and \$19,615.26 in actual litigation costs, a \$7,500 enhancement payment to the PAGA Representative Plaintiff, and administration costs of \$5,000 from the \$300,000 Settlement Amount, leaving \$167,884.74 (the "Net Settlement Amount") to be distributed to the LWDA and the PAGA Group members. As required by Labor Code § 2699(i), the Settlement Agreement provides that 75% of the Net Settlement Amount (\$125,913.56) will be paid to the LWDA and 25% (\$41,971.56) will be paid to the PAGA Group (*i.e.*, the aggrieved employees).

22. Pursuant Labor Code § 2699(i), the approximately \$125,913.56 to be paid to the

LWDA will be used for education and enforcement purposes.

23. PAGA Group members do not need to submit a claim to receive a settlement payment. The PAGA Group members will divide their portion based on the formula set forth in the Settlement Agreement, which, in summary, provides that the portion of the Net Settlement Amount to be distributed to the PAGA Group shall be divided by the total number of full pay periods, with partial pay periods rounded up to the next whole number, as determined by Defendant's records, for all times during the PAGA Release Period which the PAGA Group worked for Defendant. This amount shall be known as the "Pay Period Value." Each member of the PAGA Group shall be paid an amount equal to the number of individual pay periods he or she worked for Defendant during the PAGA Release Period multiplied by the Pay Period Value. On average, each PAGA Group member will receive approximately \$63.79 ($\$41,971.19/658 = \63.79).

24. The Settlement Agreement provides that, if the actual number of pay periods that PAGA Group members worked during the PAGA Release Period exceeds the estimated 24,000 by more than 5% (*i.e.*, the total number of pay periods exceeds 12,600), then Defendant may elect to either (1) end the PAGA Release Period on the date that the number of pay periods worked by individuals in the PAGA Group reaches 12,600, or (2) increase the Settlement Amount on a proportional basis (*i.e.*, if there was a 5% increase in the number of pay periods over 12,600, Defendant will increase the Settlement Amount by 5%).

25. The settlement provides that Simpluris will send notice of the settlement to the PAGA Group (*see Exhibit 1*, Settlement Agreement Exhibit A), even though notice is not required in settlements of PAGA actions and aggrieved employees are not entitled to opt out of the settlement.² The settlement requires Defendant to provide Simpluris with the following information for each PAGA Group member: name, last known home address, number of pay periods that the PAGA Group member worked, and social security number (collectively referred to as the "PAGA List") no later than 21 calendar days after the Effective Date. After

² See *e.g.*, *Turrieta v. Lyft, Inc.* (2021) 69 Cal.App.5th 955, 974 ("PAGA has no notice requirements for unnamed aggrieved employees, nor may such employees opt out of a PAGA action."); *Baumann v. Chase Inv. Servs. Corp.* (9th Cir. 2014) 747 F.3d 1117, 1122 (same).

1 updating the PAGA List, the Settlement Administrator will mail the Notice and the Individual
2 Settlement Payment check to each member of the PAGA Group no later than 28 calendar days
3 after the Settlement Administrator receives the Settlement Amount.

4 26. Under the settlement terms, for any Individual Settlement Payment check that is
5 returned as undeliverable, the Settlement Administrator shall promptly attempt to locate the PAGA
6 Group member by performing an additional skip-trace and shall remail the Individual Settlement
7 Payment check. If the Settlement Administrator is unable to obtain a valid mailing address for a
8 returned check through this process, after the check void date, the Settlement Administrator will
9 send the monies represented by the check to the LWDA.

10 27. The funds represented by settlement checks that remain uncashed 180 days after
11 issuance will be remitted to the LWDA.

12 28. I am of the opinion that the Settlement and its distribution of approximately
13 \$167,884.74 to the LWDA and \$41,971.19 to the PAGA Group is fair, reasonable, and adequate,
14 given the inherent risk of continued litigation and the costs of pursuing such litigation.

15 29. The fairness, reasonableness, and adequacy of the settlement is demonstrated by
16 the significant uncertainty and risks that Plaintiff will be unable to ultimately prevail on the merits.
17 Defendant adamantly disputes that its practices regarding meal period, rest break, termination pay
18 and wage statement practices violated any Labor Code provisions. If Defendant succeeded in any
19 of its defenses, recovery for the LWDA and the PAGA Group will be significantly reduced or even
20 eliminated.

21 30. Defendant has argued that, even if the Plaintiff succeeds on the merits, it will be
22 able to convince the Court to reduce the amount of PAGA penalties awarded, which Plaintiff
23 recognizes is a substantial risk as courts have authority to set PAGA penalty amounts under Labor
24 Code § 2699(e)(2). Labor Code § 2699(e)(2) provides that the court sets the amount of PAGA

penalties after trial. In setting the penalties to be assessed, court have wide latitude.³ The following are examples of cases where courts awarded substantially reduced PAGA penalties:

- *Fleming v Covidien, Inc.*, No. ED CV10-01487 RGK (OPx), 2011 U.S. Dist. LEXIS 154590, at *8-9 (C.D. Cal. Aug. 12, 2011) (of \$2,800,000 PAGA penalties requested, the court awarded \$500,000);
- *Elder v Schwan Food Co.*, No. B238876, 2013 Cal. App. Unpub. LEXIS 1472, at *7, 11, 19 (Feb. 27, 2013) (the court affirmed a reduced award of \$2,500 individual PAGA civil penalty);
- *Aguirre v Genesis Logistics*, No. SACV 12-00687-JVS (ANx), 2013 U.S. Dist. LEXIS 189820, at *6-7 (C.D. Cal. Dec. 30, 2013) (of \$1,800,000 PAGA penalties requested, the court awarded \$500,000);
- *Halevi v Aroma Bakery Café, Inc.*, Los Angeles County Superior Court No. 468146 (Aug. 30, 2013) (the court declined to award PAGA penalties after trial awarding wages to class on basis that action was not prompted by availability of PAGA penalties, penalties were not necessary to remedy ongoing or future violations, because corporate defendants corrected violations and were no longer in business, inequity would result from awarding penalties only to employees who opted out of class, and plaintiffs did not offer evidence establishing imposition of penalties on individual defendants would not be confiscatory);
- *Makabi v Gedalia*, No. B261005, 2016 Cal. App. Unpub. LEXIS 1489, at *6-7 (Mar. 2, 2016) (noting that the trial court found in favor of plaintiffs on Labor Code violation claims, but declined to award any PAGA penalties);
- *Arnold v San Diego Second Chance Program*, San Diego County Superior Court No. 37-2016-00018375 (Dec. 18, 2017) (no PAGA penalties awarded);
- *Felczer v Apple Inc.*, San Diego County Superior Court No. 37-2011-00102593 (Sept. 13, 2017) (no PAGA penalties awarded);
- *Morales v Peck Jeep Eagle, Inc.* (San Diego County Superior Court No. 37-2012-00103823, Oct. 24, 2016) (PAGA penalties of \$80,400.00 awarded);
- *Allen v American Multi-Cinema*, Alameda County Superior Court No. RG11585502 (July 24, 2016) (no PAGA penalties awarded);
- *Atempa v Pama*, San Diego County Superior Court (July 31, 2015) (of PAGA penalties of \$456,133 sought, the court awarded \$197,434.00);
- *Banford v American Gen. Life*, Santa Barbara County Superior Court No. CIV-

³ See e.g., *Magadia v. Wal-Mart Assocs.* (N.D. Cal. 2019) 384 F. Supp. 3d 1058, 1100, 1104, vacated in part, reversed in part on other grounds and remanded by (9th Cir. 2021) 999 F.3d 668, (finding that, under Labor Code § 2699(e)(2), “the Court has broad discretion to award PAGA penalties as the Court sees fit” and reducing the PAGA penalty award significantly from the maximum penalties possible).

DS1017566 (Feb. 24, 2015) (PAGA penalties of \$99,000.00 assessed);

- *Parr v GoldenState*, Alameda County Superior Court No. RG12-618103 (July 10, 2014) (PAGA penalties of \$325,835.00 assessed);
- *Driscoll v Granite Rock*, Santa Clara County Superior Court No. 1-08-cv-103426 (Sept. 20, 2011) (the court declined to award PAGA penalties);
- *In re Taco Bell Wage and Hour Actions*, (E.D. Cal. Apr. 8, 2016) No. 1:07-cv-01314-SAB, 2016 U.S. Dist. LEXIS 48557, at *41 (the court declined to award PAGA penalties after trial);
- *Morales v Bridgestone Retail Operations LLC*, Orange County Superior Court No. 30-2017-00900244 (Aug. 2, 2018) (of \$7 million PAGA penalties requested, the court awarded \$425,000);
- *Carrington v Starbucks Corp.* (2018) 30 Cal.App.5th 504, 517, 529 (of \$75 million in penalties sought, the court affirmed the trial court's \$150,000 PAGA penalty award based on 30,000 violations, which reduced the penalty rate to \$5 per violation); and
- *Magadia v Wal-Mart Assocs.*, *supra*, 384 F. Supp. 3d at 1073, 1080, 1101, 1103-04, 1111, (the district court awarded \$53,901,700 in total PAGA penalties, including \$48,046,000 of \$131,427,750 penalties sought for Labor Code §226(a)(9) wage statement violations; \$5,785,700 of \$28,928,500 sought for Labor Code § 226(a)(6) final pay statement violations; and \$70,000 of requested \$821,400 for Labor Code § 226.7 missed meal period violations; also decertifying meal period regular rate claim class).

Plaintiff's Enhancement Award:

31. It is appropriate to recognize the contributions of the PAGA representative Plaintiff in prosecuting this litigation. I am of the opinion that it is fair and reasonable that Plaintiff Thomason receive a \$7,500 service award. Plaintiff was an essential element in the successful prosecution and ultimate settlement of this PAGA case and has always made herself available during this litigation to provide evidence and other information important to the prosecution.

32. The proposed enhancement award is fair given the amount of time and effort Plaintiff spent assisting in the prosecution of this case and the personal hardship and pressure faced because of filing this lawsuit against her former employer. If the Court approves the settlement, Plaintiff's work bringing this representative PAGA action will result in substantial monetary benefits for the LWDA and the PAGA Group. The Plaintiff has provided a declaration outlining her efforts on behalf of the LWDA and the PAGA Group.

//

Plaintiff's Counsel's Fee and Costs Request:

33. Labor Code § 2699(g)(1) provides for reasonable attorneys' fees and costs in a PAGA action. Plaintiff's Counsel is seeking a total award of \$100,000 in fees and \$19,615.26 in out-of-pocket costs from the Settlement Amount that Defendant is required to pay to settle this action. The amount sought is reasonable because it is within the range for fee awards in similar wage and hour-related settlements and considering the risks Plaintiff's Counsel undertook in accepting this case given its contingent nature, the quality of the representation provided to the LWDA and PAGA Group, the results achieved, and the preclusion of other employment, as discussed below.

34. The fee request also is supported by a lodestar cross-check. As discussed further below, the combined lodestar of Keller Grover LLP is approximately \$112,137.50.

35. Through April 15, 2025, attorneys at Keller Grover LLP have spent over 135 hours litigating this case engaged in the litigation activities discussed above, along with other necessary tasks required to litigate this case. A true and correct copy of Plaintiff's Counsel's time records from the inception of this matter to April 15, 2025 is attached hereto as **Exhibit 4**. Plaintiff's Counsel expects to spend at least another 10 hours finalizing this motion, attending the approval hearing, and dealing with settlement administration issues. A bullet-point summary of some of the necessary tasks engaged in by Keller Grover LLP is below:

- Interviewed Plaintiff and reviewed documents and researched her potential claims.
- Researched and drafted the LWDA exhaustion letter.
- Researched and drafted the complaint.
- Propounded written discovery.
- Reviewed Defendant's discovery responses.
- Interviewed numerous aggrieved employees.
- Worked with Defense Counsel to obtain data for the mediation.
- Prepared a mediation brief and related materials.
- Reviewed materials provided by Defendant in connection with the mediation.
- Engaged in substantial mediation preparation.

- Attended the mediation session.
- Drafted the Settlement Agreement and related exhibits.
- Engaged with Defense Counsel in detailed discussions regarding the terms of the Settlement Agreement and related exhibits.
- Drafted the motion for approval and motion for award of fees and costs.

36. The following chart summarizes the hours expended by Plaintiff's Counsel at Keller Grover LLP in connection with this litigation through April 15, 2025:

NAME	POSITION	BAR ADMISSION	RATE	HOURS ⁴	BILLING
Eric A. Grover	Partner	1988	\$1000	12.9	\$12,900.00
Robert Spencer	Sr. Associate	2005	\$725	126.5	\$91,712.50
Total Lodestar:					\$104,612.50

37. The rates used to calculate our attorneys' fees in this case are our 2024 rates. Keller Grover LLP's partners periodically establish hourly rates for all billable personnel in the firm. Keller Grover LLP's partners set the rates based on their regular and on-going monitoring of prevailing market rates in the San Francisco Bay Area for attorneys of comparable skill, experience, and qualifications. In doing so, they obtain information concerning market rates from other attorneys in the area who perform comparable litigation, including the prosecution or defense of complex and/or class action litigation, from conversations with attorneys who are involved in fee litigation, from reviewing fee applications that are submitted in other cases (which report the billing rates of attorneys practicing in other firms), and the orders approving or disapproving them. Keller Grover LLP's partners set the billing rates for our firm to be consistent with prevailing market rates in the private sector in the Bay Area for attorneys of comparable skill, qualifications and experience, but not at the higher or most aggressive end of the spectrum despite our belief that our work product and efficiency and general quality of representation is at the upper end of that continuum.

⁴ In an exercise of billing judgment, time entries have been rounded down and other time entries eliminated.

1 38. Mr. Grover’s reasonable hourly rate for this matter is \$1,000 per hour. This rate is
2 based on his 34 years of experience and substantial involvement in class actions, including serving
3 as lead or co-lead counsel in scores of employment, consumer, data breach, and privacy class and
4 representative actions. *See also*, ¶¶ 2-4.

5 39. I am a 2005 graduate of the Loyola Law School of Los Angeles. I have spent my
6 entire career at Keller Grover LLP and I specialize in representing plaintiffs in consumer, privacy,
7 and employment class and representative actions. My 2024 reasonable hourly rate is \$725. *See*
8 *also*, ¶ 5.

9 40. The lodestar of Keller Grover LLP through April 15, 2024 is \$104,612.50. Keller
10 Grover expects to incur another \$7,525.00 in fees for a total final lodestar of \$112,137.50, an
11 amount that represents a negative 0.11 multiplier.

12 41. Plaintiff’s Counsel’s expertise representing California employees in representative
13 and class actions was crucial to negotiating a settlement with Defendant and obtaining a good
14 monetary result for the PAGA Group and the State. Also, Plaintiff’s Counsel undertook the risk of
15 litigating this case on a contingency basis. Plaintiff’s Counsel has financed the litigation and was
16 prepared to continue to do so through trial and any subsequent appeals.

17 42. Contingent Nature of Case and Risk to Counsel: This case was taken on a
18 contingency basis and is not a case undertaken lightly. The risk of advancing costs in this type of
19 litigation can be quite a burden.

20 43. Even with Plaintiff’s Counsel’s extensive experience litigating wage and hour
21 cases, prosecuting these cases still carries a considerable amount of risk. This case involved
22 significant uncertainty and risk in ultimately not prevailing on the merits. Defendant disputes
23 Plaintiff’s ability to prove that it violated the Labor Code provisions underlying her PAGA claims
24 and raised what it considers to be substantial defenses to the PAGA claims. Also, even if Plaintiff
25 prevailed on the merits, Labor Code § 2699(e)(2) allows the Court to award penalties of less than
26 the maximum set forth in the statute. Continued litigation of this action presents significant risks
27 that this action could result in a lower recovery or no recovery at all.
28

1 44. Quality of Representation and Results Achieved: The nature of class and
2 representative action work and the expertise of the attorneys at Keller Grover also justify the fees
3 requested. I and the attorneys who worked on this case have expertise in representing employees
4 in similar representative and class actions based on wage and hour violations and have provided
5 the LWDA and PAGA Group with an exceptional quality of representation.

6 45. Because of that experience, we were able to resolve the action fairly and obtain
7 significant monetary benefits to the LWDA and reasonable monetary benefits to the PAGA Group
8 members. The Settlement Agreement benefits the State by providing that approximately
9 \$125,913.56 will be paid to California's LWDA. PAGA Group members also each will receive,
10 on average, an Individual Settlement Payment of \$63.79. The success achieved by the settlement
11 supports the fee request.

12 46. Preclusion of Other Work: A practice like ours can only properly litigate a limited
13 number of cases at one time. The requirements of this case were significant. Had we not reached
14 a settlement with Defendant, the demands of continuing to litigate this case through trial would
15 have required a significant portion of our resources. Thus, we were precluded from taking other
16 cases due to the demands of this case.

17 **Plaintiff's Counsel's Costs:**

18 47. Keller Grover LLP's costs to date are \$19,315.26 and include filing fees, legal
19 research fees, consultant fees, mediation fees, service fees, printing costs, and mailing charges.
20 These costs were reasonably incurred in litigating this matter. Keller Grover LLP expects to incur
21 additional costs of approximately \$300 through the rest of the case, including additional filing fees,
22 service fees, and mailing costs. A true and correct copy of an itemized list of costs incurred by
23 Keller Grover to date in this action is attached hereto as **Exhibit 5**.

24 48. Plaintiff's Counsel therefore is seeking the Court's approval of \$19,615.26 in costs.

25 49. Thus, Plaintiff's Counsel is seeking \$100,000 in attorneys' fees and \$19,615.26 in
26 costs, for a total of \$119,615.26.

1 I declare under penalty of perjury under the laws of the State of California and the United
2 States that the foregoing is true and correct, and that this Declaration was executed on this 24th
3 day of April, 2025 at San Francisco, California.

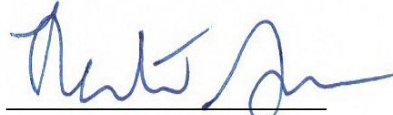
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EXHIBIT 1

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Attorneys for Defendant
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.

28 ///

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.

28 ///

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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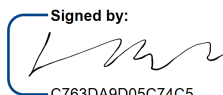
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APPROVED AS TO CONTENT:

3/9/2025

DATED: February __, 2025

Signed by:



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April Thomason

3/10/2025

DATED: February __, 2025

SEQUOIA SENIOR LIVING LLC

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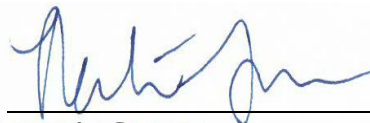
By: Erik Pilegaard

APPROVED AS TO FORM:

DATED: March 10, 2025

KELLER GROVER LLP

By:



Eric A. Grover

Robert W. Spencer

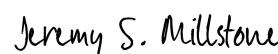
Attorney for Plaintiff

3/10/2025

DATE: February __, 2025

PETERSON WATTS LAW GROUP, LLP

Signed by:



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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 _____.

EXHIBIT 2

KELLER GROVER LLP

1965 MARKET STREET
SAN FRANCISCO, CALIFORNIA 94103
TELEPHONE: (415) 543-1305
FAX: (415) 543-7861

Robert Spencer, Esq.
rspencer@kellergrover.com

March 5, 2024

Via Online Submission Only

California Labor & Workforce
Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

Re: Sequoia Senior Living LLC

Dear Sir or Madam:

The undersigned represents Ms. April Thomason, a former employee of Sequoia Senior Living LLC (“Sequoia”), on behalf of aggrieved employees currently and formerly employed in the State of California by Sequoia. The purpose of this letter is to comply with the statutory exhaustion requirements of Labor Code § 2699.3 before commencing an action under Labor Code §§ 2699, *et seq.* alleging violations of Labor Code §§ 201, 202, 203, 204, 226(a), 226.3, 226.7, 510, 512, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2802.

Sequoia operates assisted living and memory care facilities throughout California. Ms. Thomason worked for Defendant as an hourly caregiver from approximately April 27, 2023 through September 2023.¹

Sequoia violated Labor Code §§ 226.7, 512, 1198, and 1199, and IWC Wage Order 5-2001 by failing to provide Ms. Thomason and other aggrieved employees with timely, duty-free meal periods due to chronic understaffing. Ms. Thomason missed her first meal periods approximately three to four times per week due to understaffing and a lack of relief. While there was typically more than one employee on duty, there would not be enough staff on-duty to care for the needs of the residents. Despite the inability to take duty-free meal periods, management would often require Ms. Thomason her to sign a form that she had actually received her meal periods and forgot to clock-out.

¹ Ms. Thomason previously worked for Sequoia from approximately March 2020 through October 2022, however that is outside the applicable PAGA statute of limitations. Thus, this letter addresses her most recent employment period with Sequoia.

Ms. Thomason routinely worked shifts of over 10-hours and also worked many shifts that were more than 12-hours. She very rarely received a second meal period on such shifts. Ms. Thomason estimates she received a second meal period less than five times during her employment despite working many more shifts where she is owed a second meal period. While there was typically more than one employee on duty, there would not be enough staff on-duty to care for the needs of the residents. Further, Ms. Thomason did not waive her right to a second meal period. Additionally, Ms. Thomason and other aggrieved employees were also not allowed to leave the premises for their meal periods at night. Ms. Thomason did not receive premium pay for meal period violations. On information and belief, other aggrieved employees also failed to receive timely meal periods of at least 30 minutes in length, were barred from leaving the premises at night during meal periods, and did not receive premium pay for second meal period violations.

Sequoia failed to pay Ms. Thomason and other aggrieved employees all minimum, overtime, and double-time wages due because Sequoia deducted thirty minutes for meal periods that were not actually taken. This leads to violations of Labor Code §§ 510, 1194, 1194.2, 1197, 1197.1, 1198, and 1199 and IWC Wage Order 5-2001.

Sequoia violated Labor Code §§ 226.7, 1198, and 1199, and IWC Wage Order 5-2001 by failing to authorize and permit Ms. Thomason and other aggrieved employees to take adequate paid rest breaks. Ms. Thomason frequently did not receive her paid rest breaks and did not receive premium pay for any of these rest break violations. Similarly, other aggrieved employees also did not receive their legally required paid rest breaks and were not paid premium pay for missed, untimely, and/or short rest periods.

Due to the violations described above, Ms. Thomason and other aggrieved employees did not receive all their wages in a timely manner as required by Labor Code § 204. These aggrieved employees are owed unpaid minimum, overtime and double-time wages for the unpaid work described above, as well as and premium pay for missed, untimely, and/or short meal periods and rest breaks.

Moreover, those who are no longer employed by Sequoia did not receive all wages due at the time of discharge, a violation of Labor Code §§ 201, 202, and 203. Ms. Thomason and other aggrieved employees are still owed unpaid minimum, overtime, and double-time wages for the violations described above.

Ms. Thomason and other aggrieved employees received itemized wage statements that failed to comply with Labor Code § 226(a). The wage statements issued to Ms. Thomason and other aggrieved employees did not show the correct number of hours worked or gross wages earned as they are missing the unpaid minimum, overtime, and double-time wages as described above, as well as premium pay for missed meal and rest breaks. Sequoia's violations of Labor Code § 226(a) lead to corresponding violations of Labor Code § 226.3.

Sequoia violated Labor Code § 2802 by failing to reimburse Ms. Thomason and other aggrieved employees for their business expenses incurred at Sequoia's direction. Sequoia required Ms. Thomason and other aggrieved employees to utilize their personal cellular telephones for work purposes. Defendant regularly contacted Ms. Thomason and other aggrieved employees via their personal cellular telephones while at work regarding various issues, for example asking them to check on a patient. While there were some radios available, Sequoia would still contact Ms. Thomason and other aggrieved employees over their personal cellular telephones. Sequoia did not reimburse Ms. Thomason and other aggrieved employees for the costs associated with the business use of their cellular telephones in violation of Labor Code § 2802.

Notice to Sequoia of Attempt to Settle this Dispute:

This notice shall represent Ms. Thomason's reasonable attempt to settle this dispute with Sequoia prior to litigation. Under *Graham v. DaimlerChrysler Corp.* (2004) 34 Cal. 4th 553, this notice serves to apprise Sequoia of Ms. Thomason's mentioned grievances and the proposed remedies as detailed below, while affording Sequoia a reasonable opportunity to meet Ms. Thomason's demands.

Demand is hereby made that Sequoia shall agree, in writing received at this office no later than 30 calendar days from the postmark date of this notice, as follows:

1. Sequoia shall comply with all California labor and employment laws and ensure that all non-exempt employees are given required meal periods and rest breaks.
2. Sequoia shall pay Ms. Thomason and all other hourly employees employed California at any time during the past 48 months back pay and compensation, and out-of-pocket business expenses for all of the above-referenced violations.
3. Sequoia shall pay each non-exempt employee one hour of pay for each workday during the liability period on which he or she was not authorized and permitted to take one or more of the meal periods required by Labor Code §§ 226.7, 512, 1198, and 1199 and IWC Wage Order 5-2001, § 11.
4. Sequoia shall pay each non-exempt employee one hour of pay for each workday during the liability period on which he or she was not authorized and permitted to take one or more of the paid rest periods required by Labor Code §§ 226.7, 1198, and 1199 and IWC Wage Order 5-2001, § 12.
5. Sequoia shall pay waiting time penalties equal to 30 days of pay to each former non-exempt employee who was not paid all wages due as described herein.

6. Sequoia shall pay accrued interest to all employees on all sums owed (other than penalties) at the rate of ten percent per annum.

7. Sequoia shall pay Labor Code § 226(e) penalties for each violation of Labor Code § 226(a).

8. Sequoia shall pay the aggrieved employees all penalties arising from the violations of the Labor Code and IWC Wage Order sections referenced above and under PAGA, Labor Code §§ 2698 *et seq.*, including but not limited to penalties under Labor Code §§ 201, 202, 203, 204, 226(a), 226.3, 226.7, 512, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2802.

Conclusion:

If you have any questions, please feel free to telephone me at (415) 543-1305. In addition, should Sequoia wish to discuss resolution of the issues raised in this letter, they should direct counsel to contact me at the same telephone number.

Thank you for your attention to this matter.

Sincerely,

A handwritten signature in blue ink, appearing to read "Robert Spencer", is written over a light blue horizontal line.

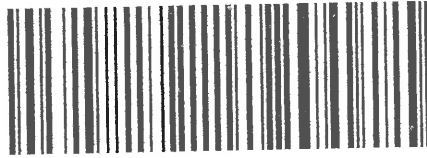
ROBERT SPENCER

cc: Sequoia Senior Living LLC
Attn: Legal Dept
3081 Ponte Morino Drive
Cameron Park, California 95682
Return Receipt No: 7022 0410 0002 3830 8842

Sequoia Senior Living LLC
c/o Steven Pickett
Chris Duque
INCORP Services, Inc.
Registered Agent for Service of Process
5716 Corsa Avenue Suite 110
Westlake Village, California 91362
Return Receipt No.: 7022 0410 0002 3830 8859

KELLER GROVER LLP
1965 Market Street
San Francisco, CA 94103

CERTIFIED MAIL®



7022 0410 0002 3830 8859

FIRST-CLASS



US POSTAGE^{IMP} PITNEY BOWES

ZIP 94103
02 7H
0006072912

\$ 008.93⁰
MAR 05 2024

Sequoia Senior Living LLC
c/o Steven Pickett
Chris Duque
INCORP Services, Inc.
Registered Agent for Service of Process
5716 Corsa Avenue Suite 110
Westlake Village, California 91362

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

Sequoia Senior Living LLC
c/o Steven Picket
Chris Duque
INCORP Services, Inc.
Registered Agent for Service of Process
5716 Corsa Avenue Suite 110
Westlake Village, California 91362

2.

7022 0410 0002 3830 8859

COMPLETE THIS SECTION ON DELIVERY**A. Signature****X**☐ Agent☐ Addressee**B. Received by (Printed Name)****C. Date of Delivery**

- D. Is delivery address different from item 1?** ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery

☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☐ Signature Confirmation™☐ Signature Confirmation Restricted Delivery

Delivery Restricted Delivery

☐ Insured Mail Restricted Delivery (over \$500)

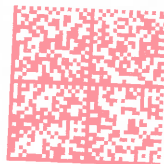
KELLER GROVER LLP
1965 Market Street
San Francisco, CA 94103



7022 0410 0002 3830 8842

Sequoia Senior Living LLC
Attn: Legal Dept
3081 Ponte Morino Drive
Cameron Park, California 95682

FIRST-CLASS



US POSTAGE IMI PITNEY BOWES

ZIP 94103
02 7H

\$ 008.93⁰

0006072912

MAR 05 2024

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Sequoia Senior Living LLC
 Attn: Legal Dept
 3081 Ponte Morino Drive
 Cameron Park, California 95682

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☐ Agent
☐ Addressee
X

B. Received by (*Printed Name*) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No

3. Service Type ☐ Priority Mail Express®
☐ Registered Mail™
☐ Adult Signature ☐ Registered Mail Restricted Delivery
☐ Adult Signature Restricted Delivery ☐ Signature Confirmation™
☒ Certified Mail® ☐ Signature Confirmation Restricted Delivery
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery

mail
 Restricted Delivery
 (over \$500)

7022 0410 0002 3830 8842

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Sequoia Senior Living LLC
 Attn: Legal Dept
 3081 Ponte Morino Drive
 Cameron Park, California 95682

7022 0410 0002 3830 8842

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

B. Received by (Printed Name)

Debra Yager

☐ Agent☐ Addressee

C. Date of Delivery

D. Is delivery address different from item 1?

If YES, enter delivery address below:

☐ Yes☐ No

3. Service Type

☐ Adult Signature☐ Adult Signature Restricted Delivery☒ Certified Mail®☐ Certified Mail Restricted Delivery☐ Collect on Delivery☐ Collect on Delivery Restricted Delivery

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ail Restricted Delivery

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☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☐ Signature Confirmation™☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

Sequoia Senior Living LLC
 c/o Steven Pickett
 Chris Duque
 INCORP Services, Inc.
 Registered Agent for Service of Process
 5716 Corsa Avenue Suite 110
 Westlake Village, California 91362

2.

7022 0410 0002 3830 8859

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

Steve

C. Date of Delivery

3/10/24

D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature☐ Adult Signature Restricted Delivery☒ Certified Mail®☐ Certified Mail Restricted Delivery☐ Collect on Delivery

livery Restricted Delivery

☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☐ Signature Confirmation™☐ Signature Confirmation Restricted Delivery

☐ Insured Mail Restricted Delivery
 (over \$500)

EXHIBIT 3

ERIC A. GROVER (SBN 136080)
eric.grover@kellergrover.com
ROBERT W. SPENCER (SBN 238491)
robert.spencer@kellergrover.com
KELLER GROVER LLP
1965 Market Street
San Francisco, California 94103
Telephone: (415) 543-1305
Facsimile: (415) 543-7861

Attorneys for Plaintiff
APRIL THOMASON

**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

REPRESENTATIVE ACTION

**REPRESENTATIVE ACTION
COMPLAINT FOR:**

- 1. VIOLATIONS OF THE LABOR CODE;**
- 2. PENALTIES; and**
- 3. ATTORNEYS' FEES.**

Plaintiff APRIL THOMASON, on behalf of herself and all aggrieved employees, complains against Defendants SEQUOIA SENIOR LIVING LLC, and Does 1 through 50 (all referred to collectively as “Defendants” or “SEQUOIA”) as follows:

I. JURISDICTION AND VENUE

1. This Court has subject matter jurisdiction over Plaintiff’s claims, based on, among other statutes, California Labor Code §§ 201-203, 204, 224, 226(a), 226.3, 226.7, 510, 512, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2802. Plaintiff has complied with all California Labor Code § 2699.3 requirements for commencing a civil action under the California Private Attorneys General Act of 2004, California Labor Code §§ 2698, *et seq.* (“PAGA”).

2. Plaintiff is not suing in her individual capacity. Plaintiff is proceeding herein solely under PAGA in a representative capacity on behalf of the State of California for all aggrieved employees, including herself and other aggrieved employees. Plaintiff seeks no individual PAGA penalties or other individual relief in this action. A representative plaintiff in a PAGA action maintains standing while seeking non-individual PAGA penalties. *Balderas v. Fresh Start Harvesting, Inc.* (2024), 2024 Cal. App. LEXIS 264.

3. This Court has personal jurisdiction over the parties because, at all relevant times, Plaintiff was a California resident who worked in California for Defendants and Defendants systematically and continuously have conducted business in the State of California.

4. Venue is proper in this Court pursuant to California Code of Civil Procedure § 395.5 because (a) Plaintiff performed part of her duties in El Dorado County, (b) part of the of the obligations of the parties arises in El Dorado County, (c) part of Defendants’ liability arises in El Dorado County, and (d) breaches by Defendants occurred in connection with work performed partly in El Dorado County.

II. PARTIES AND BACKGROUND

5. Plaintiff April Thomason is an adult who worked for Defendants from approximately April 27,2023 through September 2023 as an hourly caregiver at Defendant’s

1 facilities in Cameron Park, California.¹

2 6. Defendant SEQUOIA SENIOR LIVING LLC is a Delaware limited liability
3 company doing business throughout California and is a “person” as defined by California Labor
4 Code § 18 and California Business and Professions Code § 17201. In addition, it is an
5 “employer” as that term is used in the California Labor Code and in the California Industrial
6 Welfare Commission’s Orders regulating wages, hours, and working conditions.

7 7. Plaintiff is ignorant of the true names and capacities of Defendants sued as Does 1
8 through 50, inclusive, and therefore sues those Defendants by those fictitious names. Plaintiff
9 will amend this Complaint to allege their true names and capacities when ascertained. Plaintiff is
10 informed and believes and, on that ground, alleges that each of the fictitiously-named Defendants
11 is responsible in some manner for the occurrences alleged and that Plaintiff’s damages and other
12 losses as alleged are proximately caused by those occurrences.

13 8. On behalf of the State of California and all aggrieved employees who worked as
14 hourly non-exempt employees in California at any time or times during the applicable statute of
15 limitations, including all hourly non-exempt nurses and all hourly non-exempt caregivers,
16 Plaintiff seeks all applicable non-individual penalties, interest, attorneys’ fees, costs and other
17 sums for each violation of: (a) California Labor Code §§ 510, 1194, 1194.2, 1197, 1197.1 1198
18 and 1199 and IWC Wage Order No. 5 (failure to pay wages, including minimum wages and
19 overtime, for all hours worked), (b) California Labor Code §§ 226.7, 512, 1198 and 1999 and the
20 IWC Wage Order No. 5 (failure to provide meal periods); (c) California Labor Code § 226.7,
21 1198 and 1199 and IWC Wage Order No. 5 (failure to authorize and permit rest breaks); (d)
22 policy and practice of violating California Labor Code §§ 226 and 226.3 (failure to provide
23 accurate itemized wage statements); (e) California Labor Code § 204 (failure to pay aggrieved
24 employees in a timely manner), (f) California Labor Code §§ 201-203 (failure to pay former
25 aggrieved employees all wages due and owing at the time of discharge or voluntary quit), and (g)
26 California Labor Code § 2802 (failure to reimburse aggrieved employees for all necessary

27 ¹ Plaintiff previously worked for Defendants from approximately March 2020 through October
28 2022, however that is outside the applicable PAGA statute of limitations.

expenditures and losses incurred at the direction of and/or on behalf of Defendants).

III. FACTUAL ALLEGATIONS

9. This is a representative action under Labor Code §§ 2698, *et seq.*, seeking non-individual PAGA penalties interest, attorneys' fees, costs, and other sums for violations of the Labor Code.

10. SEQUOIA operates assisted living and memory care facilities throughout California. SEQUOIA employees hourly non-exempt nurses as well as hourly non-exempt caregivers.

11. At all relevant times to this action, Plaintiff performed work for SEQUOIA as an hourly caregiver. As an hourly caregiver, Plaintiff typically worked five to six days a week. She typically worked shifts of eight hours or more, including numerous shifts over 10- and 12-hours, and even worked double-shifts lasting 16-hours.

12. Defendants have implemented a policy and practice of failing to pay Plaintiff and other aggrieved employees statutorily-mandated overtime pay by failing to pay them their entire hourly rate and/or premium wages and, at times, any wages at all, including the minimum wage, for compensable time spent under SEQUOIA's direction and control in violation of California Labor Code §§ 510, 1194, 1194.2, 1197, 1197.1, 1198, and 1199 and IWC Wage Order 5-2001. Plaintiff and other aggrieved employees were required to work during their meal periods while clocked-out due to understaffing and having to assist residents. As such, Plaintiff and other aggrieved employees did not receive any pay whatsoever for this time. In addition, Plaintiff and other aggrieved employees occasionally had to take work related telephone calls at home and were not paid for this time.

13. At all relevant times, California Labor Code §§ 226.7 and 512 and the IWC Wage Order No. 5 required employers to provide employees with a first meal period of not less than 30 minutes during which they are relieved of all duty (referred to as "duty-free") before working more than five hours, and a second duty-free meal period of not less than 30 minutes before working more than 10 hours in a day. As alleged herein, SEQUOIA employed a policy and practice of failing to provide all meal periods to Plaintiff and other aggrieved employees. Plaintiff

1 estimates that she missed her first meal period approximately three to four times per week due to
2 understaffing and a lack of relief. Plaintiff also worked numerous shifts over 10- and 12- hours a
3 day. Despite being eligible to receive two meal periods on such shifts, Plaintiff estimates that she
4 only received a second meal period less than five times during her employment, despite working
5 many more shifts where she is owed second meal period. On information and belief, other
6 aggrieved employees also missed their meal periods.

7 14. At all relevant times, California Labor Code § 226.7 and IWC Wage Order No. 5
8 required employers to authorize and permit a paid rest break of at least 10 minutes for every four
9 hours of work performed or major fraction thereof. An employee working more than ten hours in
10 a single workday is entitled to three paid rest breaks, each lasting at least 10 minutes. As alleged
11 herein, SEQUOIA employed a policy and practice of failing to permit and authorize rest periods
12 and/or paying rest period premiums to aggrieved employees for such rest periods not provided, in
13 violation of the Labor Code and Wage Order 5-2001. Plaintiff frequently did not receive her paid
14 rest breaks and did not receive premium pay for any of these rest break violations. On information
15 and belief, other aggrieved employees also missed their rest periods.

16 15. California Labor Code § 226 provides that every employer is required,
17 “semimonthly or at the time of each payment of wages,” to provide each employee with an
18 itemized wage statement setting forth, *inter alia*, the total hours worked by the employee (except
19 for salaried employees) and “all applicable hourly rates in effect during the pay period and the
20 corresponding number of hours worked at each hourly rate by the employee.” Cal. Lab. Code §
21 226(a). Defendants implemented a policy and practice of violating California Labor Code § 226
22 by failing to provide complete and accurate itemized wage statements to Plaintiff and other
23 aggrieved employees in that the wage statements provided did not, among other things, display
24 the correct “total hours worked” and “gross wages earned” in violation of California Labor Code
25 § 226(a). They are also missing premium pay for missed meal periods and rest breaks. Through
26 its violation of Labor Code § 226(a), Defendants also violated Labor Code § 226.3.

27 16. SEQUOIA employed a policy and practice of failing to pay Plaintiff and other
28 aggrieved employees all wages due and owing in a timely manner as required by California Labor

Code § 204.

17. Defendants had a policy and practice of violating California Labor Code §§ 201-203 by failing to pay Plaintiff and other aggrieved employees all wages due and owing at the time of discharge or voluntary quit. Plaintiff and other aggrieved employees who no longer are employed by Defendants still are owed minimum wages and overtime, as well as premium pay for missed meal periods and rest breaks.

18. Defendants implemented a policy and practice of violating California Labor Code § 2802 by failing to reimburse Plaintiff and other aggrieved employees for necessary expenditures and losses incurred in their work for Defendants. SEQUOIA required Plaintiff and other aggrieved employees to utilize their personal cellular telephones for work purposes. While there were limited radios available, Defendants resorted to contacting Plaintiff and other aggrieved employees on their personal cellular telephones. Defendants did not reimburse Plaintiff and other aggrieved employees for the cost of their cellular telephone service in violation of California Labor Code § 2802.

IV. REPRESENTATIVE ACTION ALLEGATIONS

19. Plaintiff seeks to represent all aggrieved employees within the meaning of Labor Code §§ 2698, *et seq.* who, within the applicable limitations period, up to the present and until compliance with the law, performed work in California.

20. On behalf of all aggrieved employees, Plaintiff seeks all non-individual PAGA penalties under Labor Code §§ 226.3 and 2699(f), as applicable, for each violation of Labor Code, including:

- (a) §§ 226.7, 1194, 1194.2, 1197, 1197.1, 1198 and 1999 and IWC Wage Order No. 5 (failure to pay minimum wages and overtime);
- (b) §§ 226.7, 512(a), 1198 and 1199 and IWC Wage Order No. 5 (failure to provide meal periods);
- (c) §§ 226.7, 1198 and 1199 and IWC Wage Order No. 5 (failure to provide rest breaks);
- (d) §§ 226(a) and 226.3 (failure to provide itemized wage statements);

- (e) § 204 (failure to pay wages in a timely manner);
- (f) §§ 201-203 (failure to pay wages upon termination); and
- (g) § 2802 (failure to reimburse business expenses); and

21. The State of California has an enforcement interest in the questions of law and fact affecting the aggrieved employees whom Plaintiff seeks to represent. The aggrieved employees' claims against Defendants involve questions of common or general interest, including but not limited to whether Defendants: (1) violated the Labor Code and IWC Wage Order No. 5 by failing to pay any wages, including minimum wages and overtime, to aggrieved employees workers for various hours worked, including time spent working and assisting residents while clocked-out on meal periods; (2) violated the Labor Code and IWC Wage Order No. 5 by failing to provide aggrieved employees with all of their required off-duty meal periods and failing to pay the required missed-meal-period premiums for each meal period that was not provided; (3) violated the Labor Code and IWC Wage Order No. 5 by failing to authorize and permit aggrieved employees to take all of their required paid rest breaks and failing to pay the required missed-rest-break premium for each paid rest break not allowed or permitted; (4) violated Labor Code §§ 226 and 226.3 by failing to provide aggrieved employees with accurate and itemized wage statements; (5) violated Labor Code § 204 by failing to pay aggrieved employees their wages in a timely manner as required by that section; (6) violated Labor Code §§ 201-203 by failing to pay departing aggrieved employees all wages due at the time of discharge or voluntary quit; and (7) violated Labor Code § 2802 by failing to reimburse aggrieved employees for all necessary expenditures and losses incurred in the direct consequence of the discharge of their duties.

22. Plaintiff's claims are typical of the claims of the aggrieved employees whom Plaintiff seeks to represent on a representative basis and her interests are consistent with, and not antagonistic to, those of the other aggrieved employees. Plaintiff will fairly and adequately represent the interests of the aggrieved employees whom she seeks to represent because Plaintiff is also an aggrieved employee and her claims are typical of those of the aggrieved employees. Plaintiff has retained attorneys who are experienced in the prosecution of representative actions and Plaintiff intends to prosecute this action vigorously.

23. Common questions of law and fact exist as to all aggrieved employees that predominate over any other questions affecting only individual aggrieved employees.

24. Plaintiff requests permission to amend the Complaint to include additional representatives if Plaintiff is deemed not to be an adequate representative of the aggrieved employees.

V. FIRST CAUSE OF ACTION
(UNPAID WAGES, OVERTIME PAY AND MINIMUM WAGES –
LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004)

25. Plaintiff repeats and realleges each paragraph above as though fully set forth herein.

26. California Labor Code § 2699(f) permits “aggrieved employees” to recover certain penalties on their own behalf and on behalf of other current and former employees.

27. Plaintiff is an “aggrieved employee” as that term is defined in the Labor Code Private Attorneys General Act of 2004 because she is a person who was employed by the alleged violators and against whom one or more of the alleged violations were committed.

28. Plaintiff has met all the Labor Code § 2699.3 requirements to commence a civil action against Defendants for violations of Labor Code §§ 510, 1194, 1194.2, 1197, 1197.1, 1198 and 1199 as well IWC Wage Order No. 5.

29. By the actions alleged in this complaint, Defendants failed to pay Plaintiff and other aggrieved employees any wages, including minimum wages and overtime pay, for certain hours worked, all in violation of Labor Code §§ 510, 1194, 1194.2, 1197, 1197.1, 1198 and 1199 as well as IWC Wage Order No. 5.

30. Therefore, Plaintiff, on behalf of and all current and former aggrieved employees, demands the non-individual penalties provided by Labor Code § 2699(f) for violations of Labor Code §§ 510, 1194, 1194.2, 1197, 1197.1, 1198 and 1199 as well as IWC Wage Order No. 5.

31. Plaintiff further seeks reasonable attorneys’ fees and costs under Labor Code § 2699(g)(1).

Wherefore, Plaintiff prays for relief as set forth below.

VI. SECOND CAUSE OF ACTION

(FAILURE TO PROVIDE MEAL PERIODS –

LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004)

32. Plaintiff repeats and realleges each paragraph above as though fully set forth herein.

33. California Labor Code § 2699(f) permits “aggrieved employees” to recover certain penalties on their own behalf and on behalf of other current and former employees.

34. Plaintiff is an “aggrieved employee” as that term is defined in the Labor Code Private Attorneys General Act of 2004 because she is a person who was employed by the alleged violators and against whom one or more of the alleged violations was committed.

35. Plaintiff has met all the Labor Code § 2699.3 requirements to commence a civil action against Defendants for violations of Labor Code §§ 226.7, 512, 1198 and 1199 and IWC Wage Order No. 5.

36. By the actions alleged herein, Defendants failed to provide Plaintiff and other aggrieved employees to take their required meal periods in violation of Labor Code §§ 226.7, 512, 1198 and 1199 and IWC Wage Order No. 5.

37. Therefore, Plaintiff, on behalf of and all current and former aggrieved employees, demands the non-individual penalties provided by Labor Code § 2699(f) for violations of Labor Code §§ 226.7, 512, 1198 and 1199 and IWC Wage Order No. 5.

38. Plaintiff further seeks reasonable attorneys’ fees and costs under Labor Code § 2699(g)(1).

Wherefore, Plaintiff prays for relief as set forth below.

VII. THIRD CAUSE OF ACTION

(FAILURE TO AUTHORIZE AND PERMIT REST PERIODS –

LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004)

39. Plaintiff repeats and realleges each paragraph above as though fully set forth herein.

40. California Labor Code § 2699(f) permits “aggrieved employees” to recover certain

penalties on their own behalf and on behalf of other current and former employees.

41. Plaintiff is an “aggrieved employee” as that term is defined in the Labor Code Private Attorneys General Act of 2004 because she is a person who was employed by the alleged violators and against whom one or more of the alleged violations was committed.

42. Plaintiff has met all the Labor Code § 2699.3 requirements to commence a civil action against Defendants for violations of Labor Code §§ 226.7, 1198 and 1199 and IWC Wage Order No. 5.

43. By the actions alleged herein, Defendants failed to authorize and permit aggrieved employees to take their required rest periods in violation of Labor Code §§ 226.7, 1198 and 1199 and IWC Wage Order No. 5.

44. Therefore, Therefore, Plaintiff, on behalf of and all current and former aggrieved employees, demands the non-individual penalties provided by Labor Code § 2699(f) for violations of Labor Code §§ 226.7, 1198 and 1199 and IWC Wage Order No. 5.

45. Plaintiff further seeks reasonable attorneys’ fees and costs under Labor Code § 2699(g)(1).

Wherefore, Plaintiff prays for relief as set forth below.

VIII. FOURTH CAUSE OF ACTION

(FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS – LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004)

46. Plaintiff repeats and realleges each paragraph above as though fully set forth herein.

47. California Labor Code § 2699(f) permits “aggrieved employees” to recover certain penalties on their own behalf and on behalf of other current and former employees.

48. Plaintiff is an “aggrieved employee” as that term is defined in the Labor Code Private Attorneys General Act of 2004 because she is a person who was employed by the alleged violators and against whom one or more of the alleged violations was committed.

49. Plaintiff has met all the Labor Code § 2699.3 requirements to commence a civil action against Defendants for violations of Labor Code §§ 226(a) and 226.3.

51. Therefore, Plaintiff, on behalf of and all current and former aggrieved employees, demands the non-individual Labor Code § 226.3 penalties provided for violations of Labor Code § 226(a). (If Labor Code § 226.3 is found not to apply to Defendants' violations of Labor Code § 226(a), Plaintiff alternatively will seek non-individual Labor Code § 2699(f) penalties.)

Wherefore, Plaintiff prays for relief as set forth below.

(LABOR CODE § 204 –

53. Plaintiff repeats and realleges each paragraph above as though fully set forth herein.

55. Plaintiff is an “aggrieved employee” as that term is defined in the Labor Code Private Attorneys General Act of 2004 because she is a person who was employed by the alleged violators and against whom one or more of the alleged violations was committed.

57. By the actions alleged herein, Defendants have failed to comply with Labor Code

§ 204 as it relates to Plaintiff and the other aggrieved employees.

58. Therefore, Plaintiff, on behalf of and all current and former aggrieved employees, demands the non-individual penalties provided by Labor Code § 2699(f) for violations of Labor Code § 204.

59. Plaintiff further seeks reasonable attorneys' fees and costs under Labor Code § 2699(g)(1).

IX. SIXTH CAUSE OF ACTION

(LABOR CODE §§ 201-203 –

LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004)

60. Plaintiff repeats and realleges each paragraph above as though fully set forth herein.

61. California Labor Code § 2699(f) permits "aggrieved employees" to recover certain penalties on their own behalf and on behalf of other current and former employees.

62. Plaintiff is an "aggrieved employee" as that term is defined in the Labor Code Private Attorneys General Act of 2004 because she is a person who was employed by the alleged violators and against whom one or more of the alleged violations was committed.

63. Plaintiff has met all the Labor Code § 2699.3 requirements to commence a civil action against Defendants for violations of Labor Code §§ 201-203.

64. By the actions alleged herein, Defendants failed to comply with Labor Code §§ 201-203 as they relate to Plaintiff and the other aggrieved employees.

65. Therefore, Plaintiff, on behalf of and all current and former aggrieved employees, demands the non-individual penalties provided by Labor Code § 2699(f) for violations of Labor Code §§ 201-203.

66. Plaintiff further seeks reasonable attorneys' fees and costs under Labor Code § 2699(g)(1).

Wherefore, Plaintiff prays for relief as set forth below.

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X. SEVENTH CAUSE OF ACTION

(LABOR CODE § 2802 –

LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004)

67. Plaintiff repeats and realleges each paragraph above as though fully set forth herein.

68. Labor Code § 2699(f) permits “aggrieved employees” to recover certain penalties on their own behalf and on behalf of other current and former employees.

69. Plaintiff is an “aggrieved employee” as that term is defined in PAGA because she is a person who was employed by the alleged violators and against whom one or more of the alleged violations was committed.

70. Plaintiff has met all the Labor Code § 2699.3 requirements to commence a civil action against Defendants for violations of Labor Code § 2802.

71. By their actions as alleged herein, Defendants have failed to comply with Labor Code § 2802 as it relates to Plaintiff and other aggrieved employees.

72. Therefore, Plaintiff, on behalf of and all current and former aggrieved employees, demands the non-individual penalties provided by Labor Code § 2699(f) for violations of Labor Code §§ 2802.

73. Plaintiff further seeks reasonable attorneys’ fees and costs under Labor Code § 2699(g)(1).

Wherefore, Plaintiff prays for relief as set forth below.

XVII. PRAYER FOR RELIEF

Plaintiff prays for relief as follows:

- i. For non-individual civil penalties as specified by Labor Code § 2699(f) for Plaintiff and each current and former aggrieved employee for each violation of Labor Code §§ 226.7, 510, 1194, 1194.2, 1197, 1197.1, 1198 and 1199 (failure to pay wages, including minimum wages and overtime, for all hours worked) during the applicable limitations period preceding the filing of the Complaint and up to and including the present and until the date of compliance with the law;

- ii. For non-individual civil penalties as specified by Labor Code § 2699(f) for Plaintiff and each current or former aggrieved employee for each violation of Labor Code §§ 226.7, 512(a), 1198 and 1199 (missed meal periods) during the applicable limitations period preceding the filing of the Complaint and up to and including the present and until the date of compliance with the law;
- iii. For non-individual civil penalties as specified by Labor Code § 2699(f) for Plaintiff and each current or former aggrieved employee for each violation of Labor Code §§ 226.7, 1198 and 1199 (missed rest periods) during the applicable limitations period preceding the filing of the Complaint and up to and including the present and until the date of compliance with the law;
- iv. For non-individual civil penalties as specified by Labor Code § 226.3 for Plaintiff and each current or former aggrieved employee and on behalf of the State of California for each violation of Labor Code § 226(a) (failure to provide itemized wage statements) during the applicable limitations period preceding the original filing of the Complaint. (Should Labor Code § 226.3 be found not to apply to Defendants' violations of Labor Code § 226(a), Plaintiff alternatively seeks the non-individual civil penalties specified by Labor Code § 2699(f) for Plaintiff and each current or former aggrieved employee and on behalf of the State of California for each violation of Labor Code § 226(a) (failure to provide itemized wage statements) during the applicable limitations period preceding the original filing of the Complaint.)
- v. For non-individual civil penalties as specified by Labor Code § 2699(f) for Plaintiff and each current or former aggrieved employee for each violation of Labor Code § 204 (failure to pay wages in a timely manner) during the applicable limitations period preceding the filing of the Complaint and up to and including the present and until the date of compliance with the law;
- vi. For non-individual civil penalties as specified by Labor Code § 2699(f) for Plaintiff and each former aggrieved employee for each violation of Labor Code §§ 201-203 (failure to pay departing employees all wages due and owing) during the applicable limitations

period preceding the filing of the Complaint and up to and including the present and until the date of compliance with the law;

vii. For non-individual civil penalties as specified by Labor Code § 2699(f) for Plaintiff and each current or former aggrieved employee for each violation of Labor Code § 2802 (unreimbursed business expenses) during the applicable limitations period preceding the filing of the Complaint and up to and including the present and until the date of compliance with the law;

viii. For reasonable attorneys' fees and costs as allowed by law, including Labor Code § 2699(g)(1) and Code of Civil Procedure § 1021.5

ix. For all interest as required by Labor Code § 218.6 or any other applicable law; and

x. For such other and further relief as the Court should deem proper.

Dated: May 10, 2024

Respectfully submitted,

KELLER GROVER LLP

By:



ERIC A. GROVER

ROBERT SPENCER

Attorneys for Plaintiff and the Aggrieved Employees

EXHIBIT 4

Sequoia Senior Living, 12617-1001**Billing Details by Matter**

Inception - 04/15/2025, Eric A. Grover

DATE	TIMEKEEPER	HOURLY RATE (\$)	HOURS	AMOUNT (\$)	DESCRIPTION
12/26/2023	Eric Grover	\$1000	0.5	\$500.00	Review client documents and email R Spencer re drafting PAGA letter and complaint
03/04/2024	Eric Grover	\$1000	0.8	\$800.00	Review and revise draft PAGA letter.
05/09/2024	Eric Grover	\$1000	1.0	\$1,000.00	Review and revise draft complaint.
05/17/2024	Eric Grover	\$1000	0.3	\$300.00	Review case management order.
05/22/2024	Eric Grover	\$1000	1.8	\$1,800.00	Review and revise draft discovery and email R Spencer re same.
05/23/2024	Eric Grover	\$1000	0.3	\$300.00	Emails re appearance of defense counsel and case management issues.
06/03/2024	Eric Grover	\$1000	0.3	\$300.00	Emails re deadline for responsive pleading.
06/28/2024	Eric Grover	\$1000	0.3	\$300.00	Review answer to complaint.
07/15/2024	Eric Grover	\$1000	0.2	\$200.00	Emails re discovery.
07/21/2024	Eric Grover	\$1000	0.2	\$200.00	Emails re discovery.
07/24/2024	Eric Grover	\$1000	1.4	\$1,400.00	Review defendant's written discovery responses and emails with R Spencer re same.
07/25/2024	Eric Grover	\$1000	1.9	\$1,900.00	Review documents produced by defendant.
08/13/2024	Eric Grover	\$1000	0.3	\$300.00	Discuss joint case report with R Spencer.
08/14/2024	Eric Grover	\$1000	0.3	\$300.00	Discuss mediation with R Spencer.
08/19/2024	Eric Grover	\$1000	0.3	\$300.00	Review case management statements.
08/27/2024	Eric Grover	\$1000	0.2	\$200.00	Emails re mediation issues.
10/22/2024	Eric Grover	\$1000	0.9	\$900.00	Review and revise draft questionnaire; review and revise mediation information request; emails with R Spencer re same.
12/02/2024	Eric Grover	\$1000	0.2	\$200.00	Emails re Blumenthal firm contact.
02/02/2025	Eric Grover	\$1000	0.5	\$500.00	Review mediation related emails.
02/18/2025	Eric Grover	\$1000	1.0	\$1,000.00	Review and approve mediation brief.
02/25/2025	Eric Grover	\$1000	0.2	\$200.00	Emails re mediation.
Total:			12.9	\$12,900.00	

Sequoia Senior Living, 12617-1001**Billing Details by Matter**

Inception - 04/15/2025, Robert Spencer

DATE	TIMEKEEPER	HOURLY RATE (\$)	HOURS	AMOUNT (\$)	DESCRIPTION
01/02/2024	Robert Spencer	\$725	4.0	\$2,900.00	Review client documents and paystubs; check for issues with regular rate; review case law regarding weighted average and regular rates.
01/02/2024	Robert Spencer	\$725	1.2	\$870.00	Telephone call with Plaintiff.
01/11/2024	Robert Spencer	\$725	3.5	\$2,537.50	Draft PAGA letter.
01/17/2024	Robert Spencer	\$725	1.5	\$1,087.50	Perform weighted average calculations.
02/28/2024	Robert Spencer	\$725	2.5	\$1,812.50	Review PAGA letter with Plaintiff; edit; send to E. Grover for review.
03/05/2024	Robert Spencer	\$725	1.0	\$725.00	Finalize PAGA letter; e-mail to Plaintiff; receive permission to file; file same.
05/01/2024	Robert Spencer	\$725	4.0	\$2,900.00	Draft complaint.
05/09/2024	Robert Spencer	\$725	0.2	\$145.00	Email Plaintiff complaint; telephone Plaintiff regarding same.
05/14/2024	Robert Spencer	\$725	0.5	\$362.50	Upload complaint to LWDA; calendar CMC dates.
05/21/2024	Robert Spencer	\$725	6.5	\$4,712.50	Draft discovery; send to E. Grover for review.
05/23/2024	Robert Spencer	\$725	0.2	\$145.00	Emails with opposing counsel.
06/03/2024	Robert Spencer	\$725	2.0	\$1,450.00	Finalize and propound discovery on Defendant.
06/03/2024	Robert Spencer	\$725	0.2	\$145.00	Emails with opposing counsel.
06/14/2024	Robert Spencer	\$725	0.5	\$362.50	Finalize and file request to move cmc.
07/15/2024	Robert Spencer	\$725	0.2	\$145.00	Emails with opposing counsel.
07/15/2024	Robert Spencer	\$725	0.2	\$145.00	Emails with opposing counsel.
08/06/2024	Robert Spencer	\$725	4.0	\$2,900.00	Review Defendant discovery responses.
08/07/2024	Robert Spencer	\$725	7.0	\$5,075.00	Review Defendant's discovery responses and document production.
08/13/2024	Robert Spencer	\$725	3.0	\$2,175.00	Draft meet and confer letter.
08/14/2024	Robert Spencer	\$725	0.4	\$290.00	Telephone call with opposing counsel.
08/14/2024	Robert Spencer	\$725	2.0	\$1,450.00	Draft meet and confer letter.

08/15/2024	Robert Spencer	\$725	0.5	\$362.50	Telephone call with Plaintiff.
09/03/2024	Robert Spencer	\$725	1.0	\$725.00	Prepare for and attend case management conference.
09/12/2024	Robert Spencer	\$725	0.2	\$145.00	Email opposing counsel.
09/26/2024	Robert Spencer	\$725	4.0	\$2,900.00	Draft questionnaire.
09/27/2024	Robert Spencer	\$725	2.0	\$1,450.00	Draft questionnaire; send to E. Grover for review.
10/22/2024	Robert Spencer	\$725	5.0	\$3,625.00	Finalize and prepare questionnaire for sending in SurveyMonkey; input into SurveyMonkey.
10/22/2024	Robert Spencer	\$725	1.0	\$725.00	Edit mediation information request.
10/23/2024	Robert Spencer	\$725	2.0	\$1,450.00	Fix issues with questionnaire in surveymonkey; send same.
10/23/2024	Robert Spencer	\$725	0.5	\$362.50	Proof and send out mediation information request.
10/23/2024	Robert Spencer	\$725	3.0	\$2,175.00	Telephone calls with aggrieved employees.
10/24/2024	Robert Spencer	\$725	2.0	\$1,450.00	Telephone calls with aggrieved employees.
10/24/2024	Robert Spencer	\$725	4.0	\$2,900.00	Draft mediation brief.
10/25/2024	Robert Spencer	\$725	5.0	\$3,625.00	Edit and draft mediation brief.
01/27/2025	Robert Spencer	\$725	4.0	\$2,900.00	Download mediation production; review same.
02/10/2025	Robert Spencer	\$725	0.2	\$145.00	Email opposing counsel.
02/12/2025	Robert Spencer	\$725	0.2	\$145.00	Email opposing counsel.
02/12/2025	Robert Spencer	\$725	0.5	\$362.50	Telephone call with A. Tom.
02/12/2025	Robert Spencer	\$725	7.0	\$5,075.00	Draft mediation brief.
02/13/2025	Robert Spencer	\$725	0.5	\$362.50	Telephone call and emails with A. Tom.
02/13/2025	Robert Spencer	\$725	7.0	\$5,075.00	Edit brief; review additionally produced documents; assemble exhibits.
02/14/2025	Robert Spencer	\$725	0.5	\$362.50	Telephone call with A. Tom.
02/14/2025	Robert Spencer	\$725	3.0	\$2,175.00	Edit mediation brief.
02/18/2025	Robert Spencer	\$725	6.5	\$4,712.50	Double-check audit of time records; edit brief; finalize and send to mediator.
02/18/2025	Robert Spencer	\$725	0.3	\$217.50	Telephone call with Plaintiff.
02/24/2025	Robert Spencer	\$725	2.0	\$1,450.00	Do damage calculation.

02/24/2025	Robert Spencer	\$725	4.0	\$2,900.00	Draft settlement agreement; email to opposing counsel.
02/24/2025	Robert Spencer	\$725	2.0	\$1,450.00	Prepare for mediation.
02/26/2025	Robert Spencer	\$725	2.0	\$1,450.00	Review bids for claims administration; perform compare and review Defendant's changes to settlement agreement; redline edits; send opposing counsel redline and clean copy of settlement agreement.
03/10/2025	Robert Spencer	\$725	0.3	\$217.50	Receive Plaintiff signature on settlement agreement; sign; email to opposing counsel.
03/10/2025	Robert Spencer	\$725	0.5	\$362.50	Draft and file case management statement and notice of remote appearance.
03/11/2025	Robert Spencer	\$725	0.2	\$145.00	Receive Defendant's signatures on settlement; save to file; send copy to Plaintiff.
04/09/2025	Robert Spencer	\$725	4.0	\$2,900.00	Draft PAGA approval papers.
04/10/2025	Robert Spencer	\$725	7.0	\$5,075.00	Draft PAGA approval papers.
Total:			126.5	\$91,712.50	

EXHIBIT 5

Keller Grover
Del Taco Transaction Detail by Account
All Dates

Date	Name	Class	Amount
Case Expenses Receivable			
\$Consultant			
02/26/2025	Anna Tom	Sequoia	6,887.50
Total for \$Consultant			\$ 6,887.50
\$Filing & Court Fees			
05/14/2024	One Legal, Inc.	Sequoia	1,495.76
05/22/2024	One Legal, Inc.	Sequoia	87.51
05/24/2024	One Legal, Inc.	Sequoia	18.43
06/14/2024	One Legal, Inc.	Sequoia	39.02
06/17/2024	One Legal, Inc.	Sequoia	77.21
08/20/2024	One Legal, Inc.	Sequoia	77.21
08/20/2024	One Legal, Inc.	Sequoia	18.99
08/27/2024	nCourt LLC	Sequoia	94.00
03/10/2025	nCourt LLC	Sequoia	94.00
03/11/2025	One Legal, Inc.	Sequoia	17.50
03/11/2025	One Legal, Inc.	Sequoia	21.11
04/03/2025	One Legal, Inc.	Sequoia	17.50
Total for \$Filing & Court Fees			\$ 2,058.24
\$General			
03/05/2024	DLSE PAGA	Sequoia	75.00
Total for \$General			\$ 75.00
\$Mediation Fee			
09/11/2024	Steven Pearl Mediation P.C.	Sequoia	10,000.00
Total for \$Mediation Fee			\$ 10,000.00
\$Paralegal Contractor			
01/24/2024	Nathan Clark	Sequoia	162.00
Total for \$Paralegal Contractor			\$ 162.00
\$Photocopies			
04/10/2025		Sequoia	80.20
Total for \$Photocopies			\$ 80.20
\$Postage			
04/30/2024		Sequoia	17.86
07/31/2024		Sequoia	0.64
Total for \$Postage			\$ 18.50
\$Research			
01/08/2024	LexisNexis, RELX Inc.	Sequoia	2.68
09/09/2024	LexisNexis, RELX Inc.	Sequoia	0.67
02/10/2025	LexisNexis, RELX Inc.	Sequoia	30.47
Total for \$Research			\$ 33.82
Total for Case Expenses Receivable			\$ 19,315.26

PROOF OF SERVICE

I, JOEY GONZALEZ, am employed in the County of San Francisco, State of California. I am over the age of eighteen and not a party to the within action. My business address is 1965 Market Street, San Francisco, California 94103. On **April 24, 2025**, in the case of *April Thomason v. Sequoia Senior Living LLC*, El Dorado Superior Court Case Number 24CV0979, I served the foregoing document(s):

DECLARATION OF ROBERT W. SPENCER IN SUPPORT OF MOTIONS FOR AN ORDER APPROVING SETTLEMENT OF PAGA ACTION AND DISMISSING ACTION WITH PREJUDICE AND FOR AN ORDER AWARDING ATTORNEYS' FEES AND COSTS, ENHANCEMENT PAYMENT, AND SETTLEMENT ADMINISTRATION FEES

on the interested party(ies) below, using the following means:

Jeremy Millstone, Esq.

Attorneys for Defendant

Angelea Day

SEQUOIA SENIOR LIVING LLC

Stacey Beagle

PETERSON WATTS LAW GROUP, LLP

2267 Lava Ridge Court, Suite 210

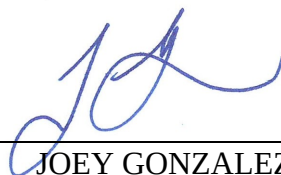
Roseville, California 95661

jmillstone@petersonwatts.com

ADay@petersonwatts.com

sbeagle@petersonwatts.com

☒	(BY ELECTRONIC SERVICE) by electronically mailing a true and correct copy in PDF format through our electronic mail system to the email address(es) set forth above, or as stated on the attached service list per agreement between the parties.
☒	(STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.


JOEY GONZALEZ