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Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

ADRIANA MEZA individually, and on
behalf of other aggrieved employees
pursuant to the California Private Attorneys
General Act;

Plaintiff,

vs.

VALLEY WEST CARE CENTER, an
unknown business entity, VALLEY WEST
POST ACUTE LLC, a California limited
liability company; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 30-2021-01222125-CU-OE-CXC

Honorable Melissa R. McCormick
Department CX-104

**DECLARATION OF VARTAN MADOYAN
IN SUPPORT OF PLAINTIFF'S MOTION
FOR APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT
SETTLEMENT AGREEMENT AND
RELEASE, AWARD OF ATTORNEYS'
FEES AND COSTS, GENERAL RELEASE
FEE, AND SETTLEMENT
ADMINISTRATION COSTS**

Reservation ID: 74510372
Hearing Date: July 17, 2025
Hearing Time: 2:00 p.m.
Department: CX-104

Complaint Filed: September 17, 2021
Trial Date: None Set

DECLARATION OF VARTAN MADOYAN

I, Vartan Madoyan, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers *for* Justice, PC, attorneys of record for Plaintiff Adriana Meza (“Plaintiff”). The facts set forth in this declaration are within my personal knowledge or based on information and belief and, if called as a witness, I could and would competently testify thereto.

LITIGATION AND REPRESENTATIVE AND CLASS ACTION EXPERIENCE

2. For over a decade, Lawyers *for* Justice, PC has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. Currently, Lawyers *for* Justice, PC is the attorney of record in well over a dozen employment-related putative class actions in both state and federal courts in the State of California. Lawyers *for* Justice, PC is comprised of attorneys who focus on litigating complex wage-and-hour class and Private Attorneys General Act (“PAGA”) representative actions. Lawyers *for* Justice, PC has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. Lawyers *for* Justice, PC has recovered, sometimes, in association with other law firms, millions of dollars on behalf of thousands of individuals in California.

3. Edwin Aiwarzian is a Managing Member and Shareholder of Lawyers for Justice, PC. He received his Bachelor of Arts degree from Pepperdine University in April of 1999 and earned a Juris Doctor degree from Pepperdine University School of Law in May of 2004. He has extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution as part of its Masters in Dispute Resolution degree program. In addition, he has previously served as a pro bono mediator for the Los Angeles County Superior Court. In October of 2000, he obtained a Litigation Paralegal Certificate from the UCLA Extension Program. During the summer of 2000, he studied Legal Writing at Harvard University. From approximately September 2002 to approximately December 2002, he served as a Judicial Extern

to the Honorable Kim McLane Wardlaw of the United States Court of Appeals for the Ninth Circuit. From approximately June 2002 to approximately August 2002, he served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District. In December of 2004, he obtained a license to practice law from the California State Bar. Since in or around October of 2008, through his work at Lawyers for Justice, PC, he has almost exclusively focused on the prosecution of consumer and employment class actions. While employed by Lawyers for Justice PC, he has argued over one hundred (100) motions, taken or defended over one hundred fifty (150) depositions, prepared dozens of expert witnesses for deposition or trial, and attended over one hundred seventy-five (175) mediations. Together with other attorneys at the firm, and in some cases in conjunction with co-counsel, he has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. Under his supervision, Lawyers for Justice, PC has successfully obtained class certification by contested motion practice in approximately sixteen (16) cases in the last decade, and litigated over 1,000 class action or representative action cases.

4. Arby Aiwazian is a Member and Shareholder of Lawyers for Justice, PC. He received his Bachelor of Arts degree from University of California, Los Angeles and graduated magna cum laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School. From approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District. From approximately August 2008 to approximately December 2008, he served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the United State Court of Appeals for the Ninth Circuit. He was admitted to practice law in California in 2010. He is admitted to practice before all courts of the State of California and all United States District Courts in the State of California. He has worked on many wage-and-hour class action and representative action cases, taking the lead in taking and defending depositions, arguing motions, and attending mediations. He has played an integral role in preparing matters for class certification, including

1 and not limited to, successful certification of a class in *Upson v. Sur La Table* (Los Angeles
2 County Superior Court Case No. BC424012), *Montazemi v. Regus Management* (Los Angeles
3 County Superior Court Case No. BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda
4 County Superior Court Case No. RG13680477). Under his supervision, dozens of class action
5 or representative action cases have resulted in settlements that have been granted court approval.
6 He has handled over one hundred and fifty (150) mediations and worked on over two hundred
7 and fifty (250) class action or representative action cases which have resulted in settlement.

8 5. Joanna Ghosh is a Managing Member of Lawyers for Justice, PC. She received a
9 Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of
10 Science degree from the London School of Economics in 2007, and a Juris Doctor degree from
11 Georgetown University Law Center in 2010. She is admitted to practice in California (since
12 2010) and in New York (since 2013) and She is also admitted to practice in all U.S. District
13 Courts in California, the U.S. Bankruptcy Court for the Central District of California, and the
14 U.S. Supreme Court. She has taken and defended dozens of depositions and successfully
15 handled motion practice in class action cases regarding discovery (including and not limited to,
16 regarding class contact information), class certification (both contested class certification and
17 stipulated class certification), arbitration agreements, coordination, and intervention. She has
18 successfully handled briefing and oral argument on appeal and obtained notable decisions
19 regarding Private Attorneys General Act claims and employer efforts to compel arbitration of
20 such claims, e.g., *Roberto Betancourt v. Prudential Overall Supply* (Cal. Ct. App., Mar. 7, 2017)
21 9 Cal.App.5th 439, cert. denied (Cal., May 24, 2017), cert. denied (U.S., Dec. 11, 2017) and *ZB,*
22 *N.A. v. Superior Court* (2019) 8 Cal.5th175. She has significant experience with class actions,
23 including and not limited to working on cases to obtain class certification through contested
24 motion practice and working on cases in the post-certification stage (e.g., post-certification
25 discovery, appeal, statistical sampling and pilot study, and trial preparation in conjunction with
26 co-counsel in a case involving a certified class consisting of approximately 2,600 individuals).
27 She has extensive experience with class action and/or representative action settlements, and has
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1 handled this process in over five hundred (500) cases. Under her, Edwin Aiwazian, and Arby
2 Aiwazian's supervision, Lawyers *for* Justice, PC has handled the class certification and court
3 approval process for hundreds of class action and/or representative action matters that have
4 successfully resolved. She is a member of the California Employment Lawyers Association
5 and, on several occasions, has been a speaker regarding topics in wage and hour law at the
6 organization's continuing legal education events.

7 6. Matthew Soto is a Member of Lawyers *for* Justice, PC. He received his Bachelor
8 of Science degree and Bachelor of Arts degree from California State University, Los Angeles in
9 2020, and earned his Juris Doctor degree from Pepperdine Caruso School of Law in 2023. He
10 was admitted to practice law in California in 2023. He is admitted to practice before all courts
11 of the State of California and all federal district courts in the State of California. He has worked
12 on many wage-and-hour class action and PAGA representative cases, and his work on these
13 cases has included drafting pleadings and motions, drafting, negotiating, and finalizing
14 stipulations and settlement agreements, claims evaluation and analysis, and making court
15 appearances.

16 7. I am a Member of Lawyers *for* Justice, PC. I received my Bachelor of Arts degree
17 in Economics from the University of California, San Diego in 2007, and a Juris Doctor degree
18 from Loyola Law School in 2011, graduating with Cum Laude and Order of the Coif honors. I
19 am admitted to practice before all courts in the State of California and all U.S. District Courts
20 in California. I externed for the Honorable Victoria S. Kaufman of the United States Bankruptcy
21 Court, Central District of California, from June 2009 to August 2009. I externed for the
22 Honorable Gary A. Feess of the United States District Court, Central District of California, from
23 January 2010 to May 2010. From 2011 through and including the present, my practice consisted
24 almost exclusively of complex wage and hour class action and PAGA action matters in
25 California. From October 2011 to June 2013, I was an Associate at Littler Mendelson's Century
26 City, California office, working for one of the largest employer-side labor and employment law
27 firms in the United States. From July 2013 to March 2014, I was an Associate at Sheppard,
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Mullin, Richter & Hampton’s Century City, California office. From March 2014 to July 2023, I worked as an Associate and then as Counsel at Baker Hostetler LLP’s Los Angeles office. From August 2023 to the present, I have been a Member of Lawyers *for* Justice, PC. I have taken and defended dozens of depositions and has successfully handled motion practice in class action and PAGA cases regarding discovery (including and not limited to motions regarding class contact information), class certification (both contested class certification and stipulated class certification), dispositive motions, arbitration agreements, coordination, and intervention. I have successfully handled a complex wage and hour class action and PAGA case through a trial verdict in the matter of *Estrada v. Royalty Carpet Mills*, Orange County Superior Court, Case No. 30-2013-00692890. I also successfully handled briefing on appeal regarding employer efforts to compel arbitration. *TitleMax of Cal. v. Pena*, California Court of Appeals for the Fifth District, Case No. F084706 (Cal. Ct. App. March 28, 2023) (unpublished decision). Further, I have extensive experience with settlements of class actions and PAGA actions and have handled and supervised this process in over one hundred (100) cases.

THE LAWSUIT

8. Defendant Valley West Post Acute, LLC (“Defendant Valley West”) is located in Williams, California, and was founded in 2015. Defendant Valley West is a skilled nursing facility that provides short and long-term care to patients, including comprehensive rehabilitation services, wound care, injury and fall prevention, and physical, occupational, and speech therapies. Plaintiff Adriana Meza is a former employee of Defendants.

9. Prior to commencing this lawsuit, on July 14, 2021, as required by California Labor Code section 2699.3, Plaintiff Adriana Meza provided the LWDA and Defendants with written notice of her intent to assert a claim for civil penalties under PAGA and the basis for the claim (“Meza PAGA Notice”). Aside from confirmation of receipt, the LWDA did not respond. A true and correct copy of Plaintiff’s July 14, 2021 Meza PAGA Notice is attached hereto as “EXHIBIT 2.”

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10. On September 17, 2021, Plaintiff filed a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. (“Operative Complaint”) against Defendants in the Orange County Superior Court (“Court”), Case No. 30-2021-01222125-CU-OE-CXC (the “Action”). Plaintiff’s core allegation is that Defendants have violated the California Labor Code by engaging in a uniform practice and procedure, with respect to Plaintiff and other Aggrieved Employees, of, *inter alia*, failing to pay overtime and minimum wages, failing to provide compliant meal and rest periods and associated premiums, failing to pay timely wages during employment and upon termination of employment, failing to provide complete and accurate wage statements, failing to keep complete and accurate payroll records, and failing to reimburse necessary business-related expenses and costs.

11. On December 21, 2021, Defendant Valley West filed an Answer to the Operative Complaint. Defendants maintained, and continue to maintain, that they had, and continue to have, legally-compliant employment policies and practices throughout the time period at issue. Defendants deny that they ever violated any provision of the California Labor Code, including, but not limited to, those sections for which Plaintiff seeks penalties under the PAGA.

12. Plaintiff is unaware of any other case(s) asserting overlapping claims that may be impacted by the settlement.

THE SETTLEMENT REACHED IN THE ACTION

13. Marked and attached hereto as “EXHIBIT 1” is the Private Attorneys General Act Settlement Agreement and Release (“Settlement,” “Agreement,” or “Settlement Agreement”), entered into between Plaintiff Adriana Meza, for herself and on behalf of the State of California with respect to Aggrieved Employees pursuant to the Private Attorneys General Act, and Defendants Valley West Post Acute, LLC and David Johnson. The Parties have also drafted and agreed to the form and content of the proposed informational cover letter (“Cover Letter”) for mailing to Aggrieved Employees when Individual Settlement Shares are distributed to them, in substantially the form attached as “EXHIBIT A” to the Settlement Agreement and “EXHIBIT A” to the [Proposed] Order and Judgment Granting Approval of Private Attorneys

General Act Settlement Agreement and Release, Award of Attorneys' Fees and Costs, General Release Fee, and Settlement Administration Costs. The Court is respectfully requested to approve the proposed Cover Letter.

14. The Settlement pertains to the following allegedly aggrieved employees: all current and former hourly-paid or non-exempt employees who were employed by any of the Defendants within the State of California during the PAGA Period ("Aggrieved Employees"). The "PAGA Period" means the period between July 14, 2020 through the date on which the Court grants approval of the Settlement. Based on information provided by Defendants, and extrapolation therefrom, it is estimated that during the PAGA Period there are approximately 244 Aggrieved Employees who are credited with 5,118 Compensable Pay Periods.

15. Defendants have agreed to pay the gross amount of \$150,000.00 ("Total Settlement Amount"), subject to possible increase under Section 3(b) of the Settlement Agreement, to settle this matter. The Total Settlement Amount is \$150,000.00, however, pursuant to Section 3(b) of the Settlement Agreement, if the actual number of Compensable Pay Periods during the PAGA Period is more than ten percent (10%) above 4,200 the Total Settlement Amount will be increased by the percentage that the actual number exceeds 4,620 Compensable Pay Periods. The Settlement Agreement provides that the "Net Settlement Amount" will be the Total Settlement Amount less the following amounts: (1) Attorneys' Fees and Costs in the amount of up to \$60,000.00 for attorneys' fees and up to \$25,000.00 for reimbursement of litigation costs and expenses to Lawyers for Justice, PC ("Plaintiff's Counsel"); (2) General Release Fee in the amount of up to \$5,000.00 to Plaintiff; and (3) Settlement Administration Costs of up to \$6,500.00 to the PAGA Settlement Administrator for costs and expenses of administration of the Settlement. Plaintiff's Counsel only seeks fees of \$52,500 (i.e. 35% of the Total Settlement Amount), only seeks reimbursement of litigation costs and expenses in the amount of \$11,475.14, and the amount of only \$4,250.00 is sought for payment to ILYM Group, Inc. for the costs and expenses of administration of the Settlement based on the quote provided by ILYM Group, Inc. ("Settlement Administration Costs"). As

such, assuming that the requested Attorneys' Fees and Costs, General Release Fee, and Settlement Administration Costs, are approved by the Court, the Net Settlement Amount is estimated to be approximately \$76,774.86. The Net Settlement Amount will be distributed to the LWDA and the Aggrieved Employees pursuant to California Labor Code section 2699(i). 75% of the Net Settlement Amount will be distributed to the LWDA, which is estimated to be \$57,581.15 ("LWDA Payment"), and 25% of the Net Settlement Amount, which is estimated to be \$19,193.71 ("Employees' Portion"), will be distributed to the Aggrieved Employees on a *pro rata* basis, based on their Compensable Pay Periods. The Parties have agreed to retain ILYM Group, Inc. ("ILYM" or "PAGA Settlement Administrator") to handle the administration of the Settlement, and the Court is respectfully requested to appoint ILYM to serve as the PAGA Settlement Administrator. The Settlement Administration Costs are estimated not to exceed \$4,250.00 and will be paid out of the Total Settlement Amount, subject to approval by the Court.

THE LITIGATION AND WORK PERFORMED BY PLAINTIFF'S COUNSEL

16. The effectiveness of Plaintiff's Counsel, Lawyers for Justice, PC in prosecuting this case has translated into tangible monetary benefits for Plaintiff, Aggrieved Employees, and the State of California in the following respects: (1) their recoveries over a reasonably short period of time as opposed to waiting additional years for the same, or possibly, a worse, result; (2) a guaranteed result that compares favorably with other similar representative action settlements; and (3) significant savings in fees and costs which would have only increased significantly had the case progressed through trial and/or appeals.

17. After engaging in extensive investigations, formal and informal discovery, and exchange of information, data, and documents, the Parties participated in extensive settlement discussions and negotiations to try to resolve the above-captioned lawsuit. These efforts included participating in a formal full-day mediation on August 11, 2023, conducted by Hon. Jeffrey Winikow (Ret.), a well-respected mediator experienced in mediating complex labor and employment matters. With the aid of the mediator, the Parties reached the Settlement described herein. In the course of mediation and settlement discussions, the Parties discussed all aspects

of the case, including the risks and delays of further litigation and proceeding with trial, as well as the law relating to representative PAGA actions, off-the-clock theory, meal and rest periods, donning and doffing, meal waivers, regular rate of pay calculations, Industrial Welfare Commission Wage Orders, arbitration agreements, wage-and-hour enforcement, the evidence produced and analyzed, and the possibility of bifurcation of discovery and/or trial and appeals, among other things. During all settlement discussions, the Parties conducted their negotiations at arm's length in an adversarial position.

18. Prior to reaching the Settlement, the Parties investigated the veracity, strength, and scope of the PAGA claim and allegations, and were preparing for trial. Plaintiff conducted significant investigation and formal and informal discovery and exchange of information, documents, and data regarding the facts of the case, including and not limited to, the review, consideration, and analysis of a large volume of information, documents, and data obtained from Plaintiff, Defendants, and other sources. Plaintiff's Counsel propounded multiple sets of formal written discovery requests onto Defendants (specifically, Requests for Production of Documents, (Set One); Special Interrogatories (Sets One & Two), and Form Interrogatories—General (Set One)), and noticed the deposition of Defendant Valley West's persons most knowledgeable regarding its document retention practices, organizational structure, and wage and hour practices (along with requests for production of documents). The information, documents, and data that were reviewed and analyzed by Plaintiff's Counsel included, and were not limited to, Plaintiff's employment record; a detailed sampling of Aggrieved Employees' time and pay data; Defendant Valley West's Employee Handbook; job descriptions; various forms, agreements, and acknowledgments (such as, Defendant Valley West's Alternative Dispute Resolution Agreement, Acknowledgement of Meal Period Policy, Agreement to Waive Second Meal Period, Agreement to Waive Meal Period, Acknowledgement and Receipt of Employee Handbook, Mutual Agreement to Arbitrate Claims Agreement, Valley West Care Center's Mediation and Arbitration Agreement, and Acknowledgement and Receipt of Employee Handbook); and Defendant Valley West's operations and employment practices,

1 policies, and procedures (such as, Defendant Valley West's Work Week Policy, Overtime
2 Policy, Time Cards and Time Keeping Policy, Rest and Meal Periods Policy, Attendance and
3 Punctuality Policy, and Dress and Appearance Policy), among other documents. Counsel for
4 the Parties undertook significant investigation and evaluation of the PAGA claim and related
5 allegations, including, and not limited to, calculating the potential monetary recovery under
6 PAGA. Other work performed by Plaintiff's Counsel included, but was not limited to: meeting
7 and conferring with Defendants' counsel regarding the pleadings, case management, discovery,
8 arbitration, mediation, and settlement negotiations, among other issues; case strategy and
9 analysis; researching, drafting, reviewing, and revising pleadings, court filings, motion-related
10 papers (e.g., with respect to settlement approval motion papers), briefs for settlement
11 negotiations and mediation, and the settlement agreement; propounding written discovery
12 requests on Defendants and notices of depositions of Defendants' persons most knowledgeable
13 designees; claims evaluation and analysis; preparing for and participating in settlement
14 negotiations and the mediation; and appearing for court proceedings. Counsel for the Parties
15 have further invested time to research the applicable law, which is evolving as it relates to
16 representative PAGA actions, off-the-clock theory, meal and rest periods, donning and doffing,
17 meal waivers, regular rate of pay calculations, Industrial Welfare Commission Wage Orders,
18 arbitration agreements, wage-and-hour enforcement, Plaintiff's claims, and Defendants'
19 defenses, as well as facts discovered.

20 19. Based on investigation and information discovered, Plaintiff's Counsel believes
21 that there is sufficient evidence to support the allegations that Defendants violated the California
22 Labor Code. While Plaintiff's Counsel believes that the PAGA claim has merit and that Plaintiff
23 will ultimately succeed in this litigation and prevail at trial, Plaintiff and Plaintiff's Counsel also
24 recognize Defendants' defenses, the costs of further litigation, and multiple risks to recovery.
25 For example, although wage-and-hour actions are amenable to resolution as to a group of
26 employees, some courts have also found that, for various reasons, the issues raised by Plaintiff,
27 including, and not limited to, the issues of non-compliant meal periods, non-compliant rest
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1 periods, and unreimbursed business expenses, raise individualized issues and/or are not suitable
2 for adjudication as to a group of employees.

3 20. Plaintiff and her counsel have also considered the uncertainty and risk of the
4 outcome of further litigation, including the difficulties and delays inherent in such litigation.

5 **THE STRENGTHS AND WEAKNESSES OF THE PAGA CLAIM, AND THE RANGE**
6 **OF POSSIBLE OUTCOMES**

7 21. In order for Plaintiff to prevail on the PAGA claim, she would have to prove that
8 Defendants engaged in the alleged California Labor Code violations and demonstrate that
9 Defendants' conduct warrants the imposition of penalties. Furthermore, although wage-and-
10 hour actions are amenable to resolution as to a group of employees, some courts have also found
11 that, for various reasons, the issues raised by Plaintiff may involve individualized issues and/or
12 are not suitable for adjudication as to a group of employees.

13 22. From the inception of this litigation, Defendants indicated that they would
14 aggressively litigate this case and contended that they would ultimately succeed in the action.
15 Defendants maintained several defenses to Plaintiff's allegations, which, if successfully argued
16 and proven, had the potential to eliminate or substantially reduce recovery. Throughout this
17 litigation, Defendants maintained, and continue to maintain, that they did not engage in a
18 uniform policy and systematic scheme of wage abuse against any of their employees, and that
19 they had, and continue to have, legally-compliant employment policies and practices throughout
20 the time period at issue. Defendants deny that they ever violated any provision of the California
21 Labor Code. Defendants further denied, and continue to deny, that the lawsuit is appropriate
22 for representative adjudication for any purpose other than the Settlement.

23 23. Defendants also challenged Plaintiff's standing as an aggrieved employee and
24 denied that any of their other employees, with respect to whom Plaintiff seeks civil penalties,
25 are aggrieved. Also, multiple courts have taken an approach requiring a plaintiff to establish
26 standing and face the possibility of bifurcation of discovery and/or trial of the PAGA claim. See
27 *Amalgamated Transit Union, Local 1756, AFL-CIO v. Superior Court*. (2009) 46th Cal.4th 993,
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1001 (noting that PAGA “require[s] a plaintiff to have suffered an injury resulting from an unlawful action”); *Stafford v. Dollar Tree Stores, Inc.* (E.D. Cal. Nov. 21, 2014) 2014 WL 6633396, at *4 (finding that judicial economy supported bifurcation because of the difficulties and inherent uncertainties of being able to establish liability with respect to a large number of potentially aggrieved employees and noted that “PAGA’s public purpose would be ill-served if the court finds [the plaintiff] has not been aggrieved by a Labor Code violation”); *Grappo v. Coventry Fin. Corp.* (1991) 235 Cal.App.3d 496, 504 (Trial courts have “broad discretion to determine the order of proof in the interest of judicial economy”); see also Cal. Code Civ. Proc. § 598 (The court may “when the convenience of witnesses, the ends of justice, or the economy and efficiency of handling the litigation would be promoted thereby, on motion of a party, after notice and hearing, make an order. . . that the trial of any issue or any part thereof shall precede the trial of any other issue or any part thereof in the case[.]”); Cal. Code Civ. Proc. § 1048(b) (Court can separate trial of any cause of action or of any separate issue in the interest of convenience or to avoid prejudice); Cal. Code Civ. Proc. § 2019.020(b) (Courts have the power to “establish the sequence and timing of discovery for the convenience of Parties and witnesses and in the interests of justice”); *Horton v. Jones* (1972) 26 Cal.App.3d 952, 955 (stating that bifurcation and sequencing of litigation is allowed to avoid wasting time and money on trial when litigation of issues could be rendered moot).

24. Defendants pointed to case law that held that, given the derivative nature of the PAGA claim, it would stand or fall based on whether Plaintiff could successfully demonstrate the requisite elements to establish the various alleged violations of the California Labor Code that the PAGA claim is predicated on and derives from, and the success of showing, *inter alia*, failure to properly pay wages, failure to provide compliant meal and rest periods, failure to reimburse for expenses, etc.

25. Further, Defendants also maintained that, in addition to their strong arguments against the underlying claims, taking the current unsettled state of law, it would be unjust to award the maximum potential PAGA penalties. There was also a dearth of law and guidance

1 regarding trials and/or assessment of penalties under the PAGA statute, there is no clearly
2 established methodology for the valuation and/or assessment of PAGA penalties, and case
3 outcomes (such as those discussed below) have shown that the actual amount of civil penalties
4 actually assessed by trial courts is far less than the amount sought.

5 26. Defendants also argued that an important feature of PAGA is that the Court retains
6 discretion to lower the penalties if, based on the facts and circumstances of the particular case,
7 to do otherwise would result in an award that is “unjust, arbitrary and oppressive, or
8 confiscatory.” See Cal. Lab. Code § 2699(e)(2); see also *Thurman v. Bayshore Transit*
9 *Management, Inc.* (2012) 203 Cal.App.4th 1112, 1136 (holding that a court may reduce the
10 amount of PAGA penalties awarded to an employee based upon discretionary factors).
11 Defendants maintained, and continue to maintain, that they had and continue to have, legally-
12 compliant employment policies and practices throughout the time period at issue. Even if,
13 *arguendo*, such violations occurred, which Defendants deny, Defendants contended that said
14 violations would only be considered “initial violations” and thus heightened “subsequent
15 violation” penalties were not warranted. See Cal. Lab. Code § 2699(f)(2); see also *Amaral v.*
16 *Cintas Corp. No. 2* (2008) 163 Cal.App.4th 1157, 1208-09 (“Until the employer has been
17 notified that it is violating a Labor Code provision [...], the employer cannot be presumed to be
18 aware that its continuing underpayment of employees is a ‘violation’ subject to penalties.”).
19 Defendants argued that they would be able to show a lack of willfulness in the violations, such
20 that the alleged California Labor Code violations would not be considered “willful.” Defendants
21 contended that, at best, even if a violation giving rise to a penalty was shown for each pay period,
22 only the lower civil penalty associated with initial violations would apply. As discussed above,
23 Defendants denied and continue to deny that they ever violated any provision of the California
24 Labor Code. However, assuming, *arguendo*, that any violations occurred, Defendants argued
25 the violations would not be viewed as subsequent violations giving rise to heightened penalties.
26 Defendants also argued that the Court was unlikely to assess cumulative penalties for the
27 maximum number of possible, separate California Labor Code violations, because it would be
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1 unjust, arbitrary, oppressive, and/or confiscatory—especially where certain conduct may be
2 regulated by multiple provisions of the California Labor Code that are interrelated and work in
3 tandem. As such, Defendants contended that cumulative penalties and heightened penalties
4 would be unjust, arbitrary, oppressive, and confiscatory.

5 27. Plaintiff’s Counsel was also aware of case law indicating that courts have
6 attributed little separate value to PAGA claims, for example, allowing them to be resolved for
7 \$0 where the other underlying California Labor Code claims are being (or have been) resolved,
8 or, assessing much lower amounts of civil penalties against employers than are sought. See e.g.,
9 *Magadia v. Wal-Mart Assocs.* (N.D. Cal. 2019) 384 F. Supp. 3d 1058, 1100-1101, 1103-1104,
10 1111 (finding that, under Labor Code § 2699(e)(2), “the Court has broad discretion to award
11 PAGA penalties the Court sees fit” and reducing the PAGA penalty award significantly from
12 the maximum penalties possible); *Morales v Bridgestone Retail Operations LLC*, Orange
13 County Superior Court No. 30-2017-00900244 (Aug. 2, 2018) (of \$7 million PAGA penalties
14 requested, the court awarded \$425,000); *Carrington v Starbucks Corp.* (2018) 30 Cal.App.5th
15 504, 517, 529 (of \$75 million in penalties sought, the court affirmed the trial court’s \$150,000
16 PAGA penalty award based on 30,000 violations, which reduced the penalty rate to \$5 per
17 violation); *Arnold v San Diego Second Chance Program*, San Diego County Superior Court No.
18 37-2016-00018375 (Dec. 18, 2017) (no PAGA penalties awarded); *Felczer v Apple Inc.*, San
19 Diego County Superior Court No. 37-2011-00102593 (Sept. 13, 2017) (no PAGA penalties
20 awarded); *In re Taco Bell Wage and Hour Actions* (E.D. Cal. Apr. 8, 2016) No. 1:07-cv-01314-
21 SAB, 2016 U.S. Dist. LEXIS 48557 at *41 (the court declined to award PAGA penalties after
22 trial); *Allen v American Multi-Cinema*, Alameda County Superior Court No. RG11585502 (July
23 24, 2016) (no PAGA penalties awarded); *Atempa v Pama*, San Diego County Superior Court
24 (July 31, 2015) (of PAGA penalties of \$456,133 sought, the court awarded \$197,434.00);
25 *Driscoll v Granite Rock*, Santa Clara County Superior Court No. 1-08-cv-103426 (Sept. 20,
26 2011) (the court declined to award PAGA penalties); *Fleming v Covidien, Inc.*, No. ED CV10-
27 01487 RGK (OPx) (C.D. Cal. Aug. 12, 2011) 2011 U.S. Dist. LEXIS 154590 at **8-9 (of
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\$2,800,000 PAGA penalties requested, the court awarded \$500,000); *Aguirre v Genesis Logistics*, No. SACV 12-00687-JVS (ANx) (C.D. Cal. Dec. 30, 2013) 2013 U.S. Dist. LEXIS 189820 at **6-7 (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 the basis that, *inter alia*, the lawsuit was not prompted by availability of PAGA penalties, penalties were not necessary to remedy ongoing or future violations, corporate defendants corrected violations and were no longer in business, and plaintiffs did not offer evidence establishing imposition of penalties on individual defendants would not be confiscatory).

28. Importantly, Defendants also contended that the claims of Plaintiff and other Aggrieved Employees are subject to enforceable binding arbitration agreements. There is also uncertainty regarding PAGA claims due to decisions of the high courts and recent amendment of the PAGA statute. For example, as a result of a recent United States Supreme Court decision, it is more likely that employer agreements containing arbitration terms will impact the viability of adjudication of PAGA claims in the judicial forum. *Viking River Cruises, Inc. v. Moriana*, (2022) 142 S. Ct. 1906, 2022 U.S. LEXIS 2940. Although the substantive statutory right to pursue a PAGA claim has not been eviscerated and has been preserved, arbitration agreements may be used to select the forum and procedure to be used to resolve PAGA claims to some extent. Recently, the California Supreme Court confirmed that an aggrieved employee who has been compelled to arbitrate claims under PAGA that are premised on California Labor Code violations that were sustained by the aggrieved employee still maintains statutory standing to pursue a PAGA claim arising out of events involving other employees through a PAGA representative claim. *Adolph v. Uber Technologies* (2023) 14 Cal.5th 1104. Nevertheless, while the arbitrable and non-arbitrable components of an action are not severed from one another, it is still possible that trial courts will stay the representative/non-individual PAGA claims pending arbitration of a plaintiff's individual PAGA claims and if a plaintiff is determined to not be an "aggrieved employee" for PAGA purposes, issue preclusion may apply and, once reduced to a

1 final judgment, trial courts are bound by the arbitrator's determination and the plaintiff may lose
2 standing to pursue non-individual PAGA claims. *Id.* at 693.

3 29. Unless otherwise specified, all citations and references to the PAGA statute contained
4 herein are to the version of the statute prior to the recent amendment effective July 1, 2024; the amended
5 statute does not apply to the above-captioned action and the Settlement pursuant to California Labor
6 Code § 2699(v)(1), as amended, because the above-captioned action was filed prior to June 19, 2024. It
7 is worth noting that the recent amendment of the PAGA statute enacted on July 1, 2024,
8 adopting, *inter alia*, modified standing requirements, codifying a manageability requirement,
9 capping civil penalties that can be assessed against an employer if an employer meets certain
10 conditions, and allowing an employer to cure violations to avoid the assessment of civil penalties
11 if an employer meets certain conditions, has created uncertainty regarding the future of claims
12 for civil penalties under PAGA. As such, at the time that the Parties reached the settlement, and
13 also now, there is uncertainty regarding the PAGA claim.

14 30. While Plaintiff disagrees with Defendants' contentions and maintains that her
15 PAGA claim has merit, in reaching the settlement, Plaintiff and her counsel took into account
16 the strengths and weaknesses of each side's position and the uncertainty of how the case might
17 have concluded as litigation continued, at trial, and/or upon appeal.

18 31. The Parties had the opportunity to review extensive information, documents, and
19 data regarding Plaintiff's and Aggrieved Employees' employment with Defendants in an effort
20 to determine the potential value and strength of the PAGA claim. Counsel for the Parties
21 invested time reviewing and analyzing the relevant information, documents, and data, and this
22 information made it possible to calculate the potential value of the PAGA claim (as discussed
23 below). Accordingly, the Parties have conducted sufficient investigation and review of data,
24 documents, and information to be sufficiently apprised of the nature and extent of the PAGA
25 claim asserted in this lawsuit, and to enable both sides to fully evaluate the Settlement for its
26 fairness, adequacy, and reasonableness. The Parties have also considered the settlement
27 negotiations and the recommendations of the mediator Hon. Jeffrey Winikow (Ret.), who is
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1 highly experienced in mediation complex labor and employment matters. The Parties have
2 agreed that this case is well-suited for settlement given the legal issues relating to the PAGA
3 claim, as well as the costs, risks, and delays to both sides that would attend further litigation.
4 The Settlement takes into account the strengths and weaknesses of each side's position and the
5 uncertainty of how the case might have concluded as litigation continued, at trial, and/or upon
6 appeal.

7 **THE VALUE OF THE PAGA CLAIM**

8 32. To assist the Court in its review and consideration of the settlement reached in the
9 above-captioned matter, a discussion of the potential and realistic value of the PAGA claim, is
10 provided below.

11 33. Plaintiff alleges that Defendants have violated the California Labor Code and
12 Industrial Welfare Commission Wage Orders, and thereby have engaged in conduct giving rise
13 to civil penalties recoverable under PAGA, by, *inter alia*, failing to properly pay all wages due,
14 failing to provide compliant meal and rest periods and associated premiums, failing to timely
15 pay wages during employment, failing to timely pay wages upon termination of employment,
16 failing to provide compliant wage statements, failing to maintain requisite payroll records, and
17 failing to reimburse necessary business expenses. Specifically, Plaintiff contends that
18 Defendants required Plaintiff and aggrieved employees to perform work duties off-the-clock
19 before clocking-in and after clocking-out of their scheduled shifts and during meal periods, and
20 to remain on premises during rest periods and perform work. Further, Plaintiff contends that
21 Defendants failed to correctly calculate the regular rate of pay for purposes of paying overtime
22 wages and meal and rest premiums. Based on Plaintiff's Counsel's investigation, the key issues
23 for the off-the-clock claims is that aggrieved employees spent several minutes on phone calls
24 and text messages. Plaintiff's Counsel's investigation, the key issues for the meal and rest break
25 claims is that aggrieved employees were required to stay on premises for meal and rest breaks
26 and experienced missed, late, short, and interrupted meal and rest breaks due to having to
27 perform job responsibilities and tasks. As a result, Plaintiff contends that Defendants did not
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1 pay Plaintiff and aggrieved employees all compensation due to them, that meal and rest periods
2 were non-compliant, and that Defendants failed to properly pay premiums for all non-compliant
3 meal and rest periods. Additionally, Plaintiff alleges that Defendants intentionally and willfully
4 failed to pay Plaintiff and aggrieved employees all wages due to them while they were employed
5 by Defendants, within the time period permissible under California law, thereby triggering
6 waiting-time penalties under California Labor Code section 203. Plaintiff contends that, based
7 on the violations described herein, the wage statements provided by Defendants and the payroll
8 records kept by Defendants were inaccurate. Plaintiff contends that Defendants failed to
9 reimburse Plaintiff and the other aggrieved employees for necessary business expenses for use
10 of personal cell phones and purchase and maintenance of non-skid footwear, for work purposes.

11 34. Plaintiff's Counsel considered Defendants' arguments, e.g., that the employer's
12 practices, policies, and procedures complied with the law, that much of the workforce was
13 exempt (under Wage Order 5-2001 and/or applicable domestic worker and caregiver laws),
14 signed meal waivers, and/or was subject to arbitration agreements, that Defendants correctly
15 paid regular and overtime wages for all hours worked, that no waiting-time penalties were due
16 because waiting-time penalties only arise from "willful" failure to pay wages due, that Plaintiff
17 and aggrieved employees suffered no actual injury from the alleged wage statement violations
18 and that this alleged violation and the alleged recordkeeping violation are entirely derivative of
19 the other alleged California Labor Code violations, and that Defendants have a practice and
20 procedure for reimbursing employees for necessary business-related expenses and did not
21 require employees to undertake expenses that were not reimbursed. Plaintiff's Counsel
22 conducted a preliminary meal analysis, and it was observed that 92.17% of shifts analyzed were
23 eligible for a meal period, of which approximately 13.34% had a at least one recorded violation.
24 Plaintiff's Counsel considered that it could potentially be determined that individual liability
25 issues predominate (e.g., due to purported variation in shifts, departments, job duties, and other
26 circumstances which could raise individualized questions of fact) and could pose challenges to
27 manageability and the merits of the PAGA claim.

35. Plaintiff's Counsel considered information obtained through investigations and from Plaintiff, Defendants, and other sources, and created violation and penalties valuations and models prior to reaching the Settlement. Based thereon, Plaintiff's Counsel calculated the potential value of the PAGA claim. However, the potential value of the PAGA claim assumed an exposure based on Plaintiff having proven all elements of the claim and entitlement to civil penalties, despite risks associated with demonstrating manageability, and establishing liability and any underlying California Labor Code violations, and significant additional costs that would have to be incurred in order to establish liability and obtain civil penalties.

36. While Plaintiff's Counsel disagreed with Defendants' arguments and factual contentions, Plaintiff recognized the circumstances and realities of the case, applicable case law and regulations, the costs and expenses of further litigation, and risks to recovery, and applied appropriate discounts for them. Plaintiff's Counsel calculated the potential and realistic value of the PAGA claim as follows:

- a. Failure to Pay Overtime Wages: The potential value of civil penalties was estimated to be \$499,600.00 (244 initial violations x \$50 + 4,874 subsequent violations x \$100). A discount of 75% was applied to account for the risks associated with Defendants' arbitration agreements and demonstrating manageability (bringing the value of civil penalties closer to \$124,900.00), a discount of 75% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of civil penalties closer to \$31,225.00), and a discount of 80% was applied to account for the risks associated with the Court exercising its discretion to reduce and/or assess lower penalties and obtaining a recovery (bringing the value of civil penalties closer to \$6,245.00).
- b. Failure to Pay Minimum Wages: The potential value of civil penalties was estimated to be \$1,242,900.00 (244 initial violations x \$100 + 4,874 subsequent violations x \$250). A discount of 75% was applied to account for the risks

1 associated with Defendants' arbitration agreements and demonstrating
2 manageability (bringing the value of civil penalties closer to \$310,725.00), a
3 discount of 80% was applied to account for the risks associated with succeeding
4 on the merits and establishing liability (bringing the value of civil penalties closer
5 to \$62,145.00), and a discount of 80% was applied to account for the risks
6 associated with the Court exercising its discretion to reduce and/or assess lower
7 penalties and obtaining a recovery (bringing the value of civil penalties closer to
8 \$12,429.00).

9 c. Failure to Provide Compliant Meal Periods and Associated Premiums: The
10 potential value of civil penalties was estimated to be \$499,600.00 (244 initial
11 violations x \$50 + 4,874 subsequent violations x \$100). A discount of 75% was
12 applied to account for the risks associated with Defendants' arbitration agreements
13 and demonstrating manageability (bringing the value of civil penalties closer to
14 \$124,900.00), a discount of 75% was applied to account for the risks associated
15 with succeeding on the merits and establishing liability (bringing the value of civil
16 penalties closer to \$31,225.00), and a discount of 80% was applied to account for
17 the risks associated with the Court exercising its discretion to reduce and/or assess
18 lower penalties and obtaining a recovery (bringing the value of civil penalties
19 closer to \$6,245.00).

20 d. Failure to Provide Compliant Rest Periods and Associated Premiums: The
21 potential value of civil penalties was estimated to be \$499,600.00 (244 initial
22 violations x \$50 + 4,874 subsequent violations x \$100). A discount of 75% was
23 applied to account for the risks associated Defendants' arbitration agreements and
24 demonstrating manageability (bringing the value of civil penalties closer to
25 \$124,900.00), a discount of 75% was applied to account for the risks associated
26 with succeeding on the merits and establishing liability (bringing the value of civil
27 penalties closer to \$31,225.00), and a discount of 80% was applied to account for
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the risks associated with the Court exercising its discretion to reduce and/or assess lower penalties and obtaining a recovery (bringing the value of civil penalties closer to \$6,245.00).

e. Failure to Timely Pay Wages During Employment and Upon Termination:

Plaintiff alleged that, as a result of the above-discussed alleged conduct, Defendants failed to pay Plaintiff and the Aggrieved Employees all wages due to them while they were employed by Defendants, within the time period permissible under California law. These wages included, but were not limited to, minimum, regular, and overtime wages and meal and rest break premium wages. However, arguably, violations of this provision of the California Labor Code overlap with and are already pursued as part of the allegations for the failure to pay wages and provide meal and rest periods and associated premiums (which are already discussed herein)—this aspect may cause a court to exercise discretion to not assess separate penalties or to assess significantly reduced penalties. (Cal. Lab. Code § 2699(e)(1)-(2).) Plaintiff also alleged that Defendants failed to pay Plaintiff and the other Aggrieved Employees all wages due to them upon termination, within the time period permissible under California Labor Code sections 201 and 202. For example, Plaintiff alleged that she and other Aggrieved Employees are entitled to unpaid wages arising from, *inter alia*, unpaid wages and the failure to properly compensate them for all hours worked, as well as, meal and rest period premiums. The potential value of civil penalties for failure to timely pay wages upon termination of employment was estimated to be \$26,700.00 (267 violations x \$100 civil penalties). A discount of 85% was applied to account for the risks associated with Defendants' arbitration agreements and demonstrating manageability (bringing the value of civil penalties closer to \$4,005.00), a discount of 80% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of civil penalties closer

to \$801.00), and a discount of 85% was applied to account for the risks associated with the Court exercising its discretion to reduce and/or assess lower penalties and obtaining a recovery (bringing the value of civil penalties closer to \$120.15).

f. Failure to Provide Compliant Wage Statements: The potential value of civil penalties was estimated to be \$4,935,000.00 (244 initial violations x \$250 + 4,874 subsequent violations x \$1,000). A discount of 85% was applied to account for the risks associated with Defendants' arbitration agreements and demonstrating manageability (bringing the value of civil penalties closer to \$740,250.00), a discount of 80% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of civil penalties closer to \$148,050.00), and a discount of 85% was applied to account for the risks associated with the Court exercising its discretion to reduce and/or assess lower penalties and obtaining a recovery (bringing the value of civil penalties closer to \$22,207.50).

g. Failure to Maintain Payroll Records: The potential value of civil penalties was estimated to be \$122,000.00 (244 aggrieved employees x \$500). A discount of 85% was applied to account for the risks associated with Defendants' arbitration agreements and demonstrating manageability (bringing the value of civil penalties closer to \$18,300.00), a discount of 80% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of civil penalties closer to \$3,660.00), and a discount of 85% was applied to account for the risks associated with the Court exercising its discretion to reduce and/or assess lower penalties and obtaining a recovery (bringing the value of civil penalties closer to \$549.00).

h. Failure to Reimburse Necessary Business Expenses: The potential value of civil penalties was estimated to be \$999,200.00 (244 initial violations x \$100 + 4,874 subsequent violations x \$200). A discount of 75% was applied to account for the

risks associated with Defendants' arbitration agreements and demonstrating manageability (bringing the value of civil penalties closer to \$249,800.00), a discount of 75% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of civil penalties closer to \$62,450.00), and a discount of 80% was applied to account for the risks associated with the Court exercising its discretion to reduce and/or assess lower penalties and obtaining a recovery (bringing the value of civil penalties closer to \$12,490.00).

37. Alternate Valuations (Per Capita Basis): The manner in which civil penalties could be assessed involved some uncertainty, for example, the Court could exercise its discretion to assess penalties on a per-pay-period basis or, assess penalties on a per-person (i.e. per capita) basis, or some other methodology that still factors in the statutorily-denominated dollar amounts of civil penalties at the outset. While the per-pay-period valuation set forth above would seem to indicate a best case scenario, potential amount of approximately \$8,824,600.00 (and risk adjusted amount of approximately \$66,530.65), if civil penalties were assessed on a per capita basis instead, for example, in the amount of \$1,950 for each of 244 individuals, this would yield potential civil penalties in the amount of \$475,800.00, and discounting that amount of civil penalties by 90% for risks associated Defendants' arbitration agreements and demonstrating manageability, succeeding on the merits and establishing liability, the possibility of the Court exercising its discretion to reduce and/or assess lower penalties, and obtaining a recovery, brings the risk-adjusted value of civil penalties closer to \$47,580.00.

38. Alternate Valuations (Unstacked Basis): Another more conservative method of evaluating PAGA claims is to calculate PAGA exposure on an unstacked basis. *Merante v. American Institute for Foreign Study, Inc.* (N.D. Cal. 2022) 2022 WL 2918896, *6. Under this method, the default PAGA civil penalty of \$100 per pay period is applied to each pay period (i.e., 5,118 pay periods x \$100 civil penalties), resulting in unstacked civil penalties exposure of \$511,800.00, and discounting that amount of civil penalties by 85% for risks associated with

Defendants' arbitration agreements and demonstrating manageability, succeeding on the merits and establishing liability, the possibility of the Court exercising its discretion to reduce and/or assess lower penalties, and obtaining a recovery, brings the risk-adjusted value of civil penalties closer to \$76,770.00.

39. The foregoing discussion confirms that the amount of the Settlement is adequate in light of the legal basis, facts, evidence, and circumstances in connection with Plaintiff's allegations and the PAGA claim. The conclusion to be drawn from the foregoing analysis is that neither liability nor the ability to adjudicate and/or recover civil penalties on a representative basis is clear-cut, which is why the Parties elected to settle this matter. Plaintiff's Counsel considered the defenses asserted, information and evidence obtained, and circumstances in this case, which posed risks to representative adjudication and monetary recovery. Plaintiff's Counsel also considered the fact that, by law, the Court has the discretion to reduce and/or assess lower penalties, that it was not clear that heightened penalties would apply, and that stacking and/or cumulative penalties may not be allowed.

ATTORNEYS' FEES REQUESTED BY PLAINTIFF'S COUNSEL

40. As set forth more fully in the accompanying Motion, Plaintiff's Counsel seeks attorneys' fees in the amount of up to 35% of the Total Settlement Amount (i.e. up to \$52,500.00 if the Total Settlement Amounts remains \$150,000.00). Pursuant to the contingency-fee agreement entered into by and between Plaintiff and Plaintiff's Counsel, Plaintiff has agreed to a contingency-fee of at least forty percent (40%) of the recovery. The attorneys' fees sought are commensurate with: (1) the risk that Plaintiff's Counsel took in commencing the case; (2) the time, effort, and expense that Plaintiff's Counsel dedicated to the case; (3) the skill and determination that Plaintiff's Counsel has shown; (4) the results that Plaintiff's Counsel has achieved throughout the litigation; (5) value of the settlement that Plaintiff's Counsel has achieved in the case; and (6) the other cases that Plaintiff's Counsel has turned down in order to devote its time and efforts to this case.

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41. While not necessarily required to be demonstrated because a percentage fee is proper for this settlement, it should be noted that Plaintiff's Counsel has performed many hours of work in connection with prosecuting this matter such that the requested attorneys' fees award is also justified under a lodestar analysis. Attorneys at Lawyers for Justice, PC have spent a total of **173.10 hours** performing tasks to obtain a recovery on behalf of Plaintiff, the State of California, and the Aggrieved Employees. Attached hereto as "**EXHIBIT 3**" is an Attorney Task and Time Chart that sets forth in detail the nature of the legal services provided by attorneys at Lawyers for Justice, PC and the time incurred in performing those services. These hours include work done by several attorneys at the firm. Also, separate from the hours referenced herein and in the chart, Lawyers for Justice, PC had litigation support personnel actively engaged in assisting with the prosecution of the case.

42. The work performed in this particular case, the background of Lawyers for Justice PC, as well as the individual backgrounds, training, and experience of the attorneys who worked on this matter, in litigating complex wage-and-hour class and PAGA representative actions, support a reasonable blended hourly rate of compensation of at least \$850 for work performed by Plaintiff's Counsel. Lawyers for Justice, PC has been awarded attorneys' fees, compensating the firm at the rate of at least \$850 per hour for legal services performed, by courts granting approval of wage and hour class action and/or representative action settlements in other cases: final approval of the class and representative action settlement in *David Dugan v. TEC Equipment, Inc., et al.* (Los Angeles Superior Court Case No. 19STCV01591) was granted on July 8, 2021, and the award of attorneys' fees involved an hourly rate of \$936.47; final approval of the class and representative action settlement in *Larry Greenwood, et al. v. Scan Health Plan* (Los Angeles Superior Court Case No. BC715157) was granted on April 20, 2021, and the award of attorneys' fees involved an hourly rate of \$919.57; final approval of the class and representative action settlement in *Seth Swan v. Pace Supply Corp.* (Sonoma County Superior Court Case No. SCV258764) was granted on February 6, 2019, and the award of attorneys' fees involved an hourly rate of \$855.96.

LITIGATION COSTS AND EXPENSES INCURRED BY PLAINTIFF’S COUNSEL

43. The Settlement provides for reimbursement of litigation costs and expenses of up to \$25,000.00. Plaintiff’s Counsel seeks reimbursement of \$11,475.14 for litigation costs and expenses incurred in this case, as reflected in the Case Cost Detail attached hereto as “**EXHIBIT 4.**” It should be noted that Plaintiff’s Counsel has borne all of the risks and costs of litigation to date and will not receive any compensation until a recovery is obtained in this matter. These costs and expenses were reasonable and necessary in the prosecution of this matter and to obtain the Settlement. The amount sought for reimbursement is less than the maximum amount (\$25,000.00) allocated under the Settlement Agreement for reimbursement of litigation costs and expenses. The cost savings of \$13,524.86 will be part of the Net Settlement Amount.

GENERAL RELEASE FEE TO PLAINTIFF

44. For her broader individual waiver and release of claims with a California Civil Code Section 1542 waiver (set forth in Section 8(b) of the Settlement Agreement), the Settlement provides a General Release Fee to Plaintiff in the amount of up to \$5,000.00 to be paid out of the Total Settlement Amount, subject to approval by the Court. The requested General Release Fee is fair and appropriate. It is also worth noting that Plaintiff has undertaken significant efforts and work to spearhead the pursuit of this matter. By initiating and pursuing this matter, Plaintiff stepped into the shoes of the State of California and undertook the responsibilities of serving in a representative capacity. Plaintiff has spent a substantial amount of time and effort discussing her employment with her counsel, gathering and producing relevant documents and information, and providing the facts and evidence necessary to attempt to prove the allegations. Plaintiff was available whenever her counsel needed her and actively tried to obtain and provide information that would facilitate the pursuit of the PAGA claim. Accordingly, it is appropriate and just for Plaintiff to receive a General Release Fee, in addition any individual penalties payment she will receive as an aggrieved employee.

45. Plaintiff’s Counsel submits that the Settlement fulfills the purpose of the PAGA statute, is within the accepted range of recoveries for this type of litigation, and is fair,

1 reasonable, and adequate given the substantial monetary benefits provided for by the Settlement,
2 the strengths and weaknesses of this case, and the inherent delay, costs, risks, and uncertainty
3 associated with continued litigation.

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

6 Executed this 12 day of March 2025, at Glendale, California.

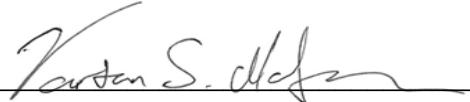
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EXHIBIT 1

**PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND
RELEASE**

This Private Attorneys General Act Settlement Agreement and Release (“Settlement Agreement” or “Settlement”) is entered into by and between Adriana Meza (“Plaintiff”), for herself and as a representative of the State of California with respect to the Aggrieved Employees (as defined in Section 3(a)(5) below) and Valley West Post Acute, LLC and David Johnson (together, “Defendants”), subject to approval by the Court. The term “Party” or “Parties” as used herein shall refer to Plaintiff, Defendants, or both, as may be appropriate.

1. **Recitals.** This Settlement Agreement is made with reference to the following facts:

(a) Plaintiff is a former employee of Defendants. Plaintiff was employed by Defendants from approximately July 2017 to approximately July 2020;

(b) On July 14, 2021, Lawyers *for* Justice, PC (“Plaintiff’s Counsel”), submitted a letter on behalf of Plaintiff to the California Labor and Workforce Development Agency (“LWDA”) and Defendants, to notify the LWDA and Defendants, pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* (“PAGA”) of Plaintiff’s intent to seek civil penalties under PAGA for Defendants’ alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, 2810.5, and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders, 4-2001 and 5-2001, thereby initiating LWDA Case Number LWDA-CM-837969-21 (the “PAGA Notice”);

(c) On September 17, 2021, Plaintiff filed her Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et Seq.* (“Operative Complaint”), commencing a representative action under PAGA against Defendants entitled *Andriana Meza v. Valley West Care Center, et al.*, Orange County Superior Court Case No. 30-2021-01222125-CU-OE-CXC (the “Action”). The Operative Complaint asserts a single cause of action for civil penalties under PAGA, for violations of multiple provisions of the California Labor Code and applicable Industrial Welfare Commission Wage Orders;

(d) On August 11, 2023, the Parties mediated the Action with the Hon. Jeffrey Winikow (Ret.) and, with the aid of the mediator’s evaluation, the Parties ultimately reached the Settlement described herein to resolve the Action in its entirety;

(e) There has been no determination on the merits of the Action or the PAGA Notice but, in order to avoid additional cost and the uncertainty of litigation, the Parties desire to resolve the Action and Released Claims (as defined in Section 8(a) below).

2. **No Admission of Wrongdoing.** The Parties agree that neither this Settlement Agreement nor the furnishing of the consideration for this Settlement Agreement shall be deemed or construed at any time for any purpose as an admission by the Released Parties of wrongdoing or evidence of any liability or unlawful conduct of any kind.

3. **Consideration.**

(a) In consideration for Plaintiff signing this Settlement Agreement and complying with its terms, Defendants shall pay the maximum gross sum of One Hundred Fifty Thousand Dollars and Zero Cents (\$150,000.00) (the “Total Settlement Amount”) to resolve the Action and Released Claims (as defined herein), which will be paid as follows:

(1) Attorneys’ fees in the amount of Forty Percent (40%) of the Total Settlement Amount, which is Sixty Thousand Dollars and Zero Cents (\$60,000.00), and reimbursement of litigation costs and expenses in the amount of up to Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) (collectively, “Attorneys’ Fees and Costs”) to Plaintiff’s Counsel, which Defendants will not contest.

(2) A general release fee of up to the amount of Five Thousand Dollars and Zero Cents (\$5,000.00) (“General Release Fee”) to Plaintiff, which Defendants will not contest.

(3) Costs and expenses of administration of the Settlement up to the amount of Six Thousand Five Hundred Dollars and Zero Cents (\$6,500.00) (“Settlement Administration Costs”) to ILYM Group, Inc. (the “PAGA Settlement Administrator”).

(4) The amounts stated in Sections 3(a)(1) – 3(a)(3) above, once approved by the Court, shall be paid from the Total Settlement Amount. The balance remaining after these deductions is referred to as the “Net Settlement Amount.”

(5) Seventy-five percent (75%) of the Net Settlement Amount will be distributed to the LWDA (“LWDA Payment”); and the remaining twenty-five percent (25%) will be distributed to all current and former hourly-paid or non-exempt employees who were employed by any of the Defendants within the State of California during the PAGA Period (the “Aggrieved Employees”). The period July 14, 2020 through the date on which the Court grants approval of the Settlement is the “PAGA Period”. The 25% portion of the Net Settlement Amount payable to Aggrieved Employees is referred to as the “Employees’ Portion.”

(b) The Aggrieved Employees are estimated to consist of approximately 200 individuals who were employed approximately 4,200 Compensable Pay Periods. If the actual number of Compensable Pay Periods during the PAGA Period is more than ten percent (10%) above 4,200 the Total Settlement Amount will be increased by the percentage that the actual number exceeds 4,620 Compensable Pay Periods.

(c) Because this is a settlement of PAGA claims for civil penalties only, no portion of the Settlement is allocated to unpaid wages. One Hundred Percent (100%) of the payments for Attorneys’ Fees and Costs, General Release Fee, and the Net Settlement Amount to be paid to the LWDA and Aggrieved Employees as described in Section 3(a) above will be treated and reported for tax purposes as non-wage payments and the PAGA Settlement Administrator will be responsible for issuing IRS Forms 1099 as required.

4. **Court Approval is Required.** Plaintiff understands and agrees that the State of California and Aggrieved Employees, including Plaintiff, would not receive the consideration specified in Section 3(a) above, except for Plaintiff’s execution of this Settlement

Agreement, and the fulfillment of the promises contained herein, as well as Court approval of the Settlement. If this Settlement Agreement is not approved by the Court, it shall be null and void.

5. **Disbursal of Settlement Funds.**

(a) Subject to Section 4 above, Defendants shall remit to the PAGA Settlement Administrator the sums described more fully in Section 3(a) above, after all of the following has occurred: (i) the Settlement Agreement is fully executed by all Parties and their counsel; and (ii) the Court has entered an order approving the Settlement Agreement.

(b) Upon complete distribution of the Total Settlement Amount by the PAGA Settlement Administrator in accordance with this Settlement Agreement, the PAGA Settlement Administrator will notify the Parties of distribution of the entire Total Settlement Amount.

6. **Approval and Implementation of the PAGA Settlement.**

(a) The Parties are aware that some courts have approved a PAGA settlement and entered an order approving the settlement and judgment and thereafter closed the case, while others have approved a PAGA settlement and entered only an order approving the settlement with later instructions to file a request for dismissal of the action. The Parties agree to cooperate and take any and all steps required by the Court in the Action to implement the settlement and terminate the Action pursuant to settlement (i.e., to terminate the Action by way of judgment or dismissal).

(b) The Parties further agree to cooperate in the drafting and/or filing of any further documents and/or filings reasonably necessary to be prepared and/or filed, and to take all steps that may be requested by the Court in order to obtain approval and implementation of this Settlement Agreement, and the payments described in Section 3(a) above.

(c) The Parties shall seek to obtain Court approval of this Settlement Agreement by way of an unopposed motion to be prepared by Plaintiff's Counsel and filed on behalf of Plaintiff. Plaintiff's Counsel shall provide a draft of all documents to be submitted in connection with the motion to approve this Settlement Agreement to Lyne A. Richardson and Steven Mannix of Ogletree, Deakins, Nash, Smoak & Stewart, P.C. ("Defendants' Counsel") for review; Defendants' Counsel will be given an opportunity to comment on the papers prior to their being filed with the Court, and such comments will be implemented to the extent reasonable.

(d) The Parties expressly acknowledge that the Court's approval of the Settlement Agreement is a condition precedent to any payments described in this Settlement Agreement. Therefore, the Parties further acknowledge that, should the Court not grant approval of this Settlement Agreement and/or should the Court refuse to grant judgment or dismissal of the Action and close the Action based on the Settlement, the entirety of this Settlement Agreement shall be null and void.

7. **Payment of Total Settlement Amount / Notice to Recipients.**

(a) Subject to Court approval of this Settlement Agreement, payment of the sums described in Section 3(a) above shall be made by Defendants by transmitting the required sums to a qualified settlement account established by the PAGA Settlement Administrator for

administration of this Settlement, within twenty one (21) calendar days of the Court's order granting approval of this Settlement Agreement. If the date by which payment by Defendants is due falls on a Saturday, Sunday or legal holiday in the State of California, then the due date shall be extended the next following day which is not a Saturday, Sunday or legal holiday in the State of California.

(b) Each Aggrieved Employee will be entitled to a *pro rata* share of 25% of the Net Settlement Amount (i.e., the Employees' Portion) based upon the number of pay periods they were employed between July 14, 2020 through approval ("Compensable Pay Periods"), based on Defendants' payroll records which will be calculated by the PAGA Settlement Administrator. The Settlement Administrator will determine the total number of Compensable Pay Periods that each Aggrieved Employee was employed during the PAGA Period based on the data provided by Defendants in the Aggrieved Employee List and the aggregate number of Pay Periods worked by all Aggrieved Employees during the Settlement Period. Specifically, to calculate each Aggrieved Employee's share of the Employees' Portion ("Individual Settlement Share"), the PAGA Settlement Administrator shall: (i) for each Aggrieved Employee, divide the number of Compensable Pay Periods he or she individually worked by the total aggregate number of Compensable Pay Periods worked by all Aggrieved Employees, and then (ii) multiply this amount by the Employees' Portion to arrive at each Aggrieved Employee's Individual Settlement Share.

(1) One Hundred Percent (100%) of all Individual Settlement Shares are to be considered penalties and the PAGA Settlement Administrator will not undertake any deductions, withholding, or remittances for local, state, or federal taxes. Aggrieved Employees' Individual Settlement Shares will be reported on an IRS Form 1099, as required by the IRS.

(c) The PAGA Settlement Administrator shall distribute each Individual Settlement Share by way of check, along with a cover letter ("Cover Letter") agreed to by the Parties and approved by the Court, in substantially the form attached hereto as "Exhibit A", in the following manner:

(1) No later than twenty one (21) calendar days after the Court's order granting approval of the Settlement, Defendants shall provide the PAGA Settlement Administrator with a list of all Aggrieved Employees (the "Aggrieved Employees List"), containing the following information for each Aggrieved Employee: (i) first and last name; (ii) last known address; (iii) last known telephone number; (iv) Social Security number; (v) start and end dates of employment; and (v) any other information required to calculate Compensable Pay Periods.

(2) The PAGA Settlement Administrator shall conduct one (1) National Change of Address ("NCOA") search for all individuals identified on the Aggrieved Employees List, and update addresses for Aggrieved Employees to the extent updated addresses are located through the NCOA search.

(3) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall mail the agreed-upon Cover Letter and Individual Settlement Share checks (together, the "PAGA Settlement Package") to all Aggrieved Employees by first-class United States mail. For each PAGA Settlement Package that is returned undeliverable within thirty (30) calendar days of the initial mailing, the PAGA Settlement Administrator shall promptly attempt

to locate an alternate, updated address for the Aggrieved Employee at issue, by using a skip-trace search and shall attempt one (1) re-mailing of the PAGA Settlement Package.

(4) The Individual Settlement Share checks issued to Aggrieved Employees shall remain valid for ninety (90) calendar days, and thereafter, shall be canceled. Funds associated with canceled checks shall be transmitted to the State Controller's Office Unclaimed Property Division in the name of the Aggrieved Employee(s) at issue and in the amount of his or her respective Individual Settlement Share(s).

(d) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the LWDA Payment to the LWDA.

(e) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the Attorneys' Fees and Costs to Plaintiff's Counsel, unless instructed otherwise by Plaintiff's Counsel. At the request of Plaintiff's Counsel, the PAGA Settlement Administrator may purchase annuities, utilize United States Treasuries and bonds, or utilize any other attorney fee deferral vehicles and any additional expenses associated with doing so will be paid separately by Plaintiff's Counsel.

(f) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the General Release Fee to Plaintiff.

(g) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the Settlement Administration Costs to itself, only after the PAGA Settlement Packages have been mailed to all Aggrieved Employees.

8. **Release of Claims by Plaintiff, Aggrieved Employees, and the State of California.**

(a) Upon the date the Court has entered an order approving the Settlement Agreement and full funding of the Total Settlement Amount, and except as to the rights and obligations created by this Settlement Agreement, Plaintiff and the State of California with respect to Aggrieved Employees, will be deemed to have knowingly and voluntarily released and forever discharged Defendants, including Defendants' parent corporation, affiliates, subsidiaries, divisions, predecessors, insurers, successors and assigns, and their current and former employees, attorneys, officers, directors and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plans and programs (collectively, the "Released Parties"), to the full extent permitted by law, of and from the Action and from any and all claims, arising during the PAGA Period, for civil penalties under California Labor Code section 2698, *et seq.* ("PAGA") as well as any interest, fees, and costs available under PAGA, based on the factual allegations in the Operative Complaint, including but not limited to, for failure to pay minimum, regular, and overtime wages, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to provide compliant and accurate wage statements, failure to maintain complete and accurate payroll records, failure to reimburse necessary business-related

expenses and costs, and failure to provide requisite written notice of certain information required by Labor Code section 2810.5, in violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, 2810.5 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders, 4-2001 and 5-2001 (collectively, the “Released Claims”).

(b) Upon the date the Court has entered an order approving the Settlement Agreement and full funding of the Total Settlement Amount, and except as to the rights and obligations created by this Settlement Agreement, Plaintiff, individually and on behalf of her heirs, executors, administrators, representatives, attorneys, successors and assigns, will be deemed to have knowingly and voluntarily released and forever discharged Released Parties, to the full extent permitted by law, from any and all claims of every nature whatsoever, known or unknown, suspected or unsuspected, which Plaintiff has or may have as of the date the Court has entered an order approving the Settlement Agreement. This broader release includes, but is not limited to, all claims arising directly or indirectly from Plaintiff’s employment with Defendants and the termination of that employment, including without limitation claims arising under federal, state, or local laws and claims for unpaid wages, penalties, liquidated damages, breach of contract, breach of the implied covenant of good faith and fair dealing, infliction of emotional distress, wrongful or retaliatory discharge, harassment, discrimination, defamation, impairment of economic opportunity, and violations of public policy, the Fair Labor Standards Act, the California Labor Code, the California Fair Employment and Housing Act, the California Business and Professions Code, the California Constitution, the Civil Rights Act of 1866, Title VII of the Civil Rights Act of 1964, and the Americans with Disabilities Act of 1990. With respect to those claims released by Plaintiff in an individual capacity, Plaintiff acknowledges and waives any and all rights and benefits available under California Civil Code Section 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER 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.

Plaintiff understands and agrees that claims or facts in addition to or different from those which are now known or believed by her to exist may hereafter be discovered. It is Plaintiff’s intention to, upon the date the Court has entered an order approving the Settlement Agreement and full funding of the Total Settlement Amount, settle fully and release all claims she now has against the Released Parties, whether known or unknown, suspected or unsuspected. Notwithstanding the above, the general release by Plaintiff shall not extend to claims for workers’ compensation benefits, claims for unemployment benefits, or other claims that may not be released by law.

9. Governing Law and Interpretation.

(a) This Settlement Agreement shall be governed and conformed in accordance with the laws of the State of California. Should any non-material provision of this Settlement Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable such provision immediately shall become null and void, leaving the remainder of this Settlement Agreement in full force and effect.

(b) In the event of a breach of any provision of this Settlement Agreement, any Party reserves the right to institute an action specifically to enforce any term or terms of this Settlement Agreement or seek damages for breach. In an action to enforce any term or terms of this Settlement Agreement or to seek damages for breach of this Settlement Agreement, the prevailing Party in that action shall be entitled to recover reasonable attorney's fees and costs from the non-prevailing Party.

10. **Amendment.** This Settlement Agreement may not be modified, altered or changed except in writing and signed by both Parties' counsel, wherein specific reference is made to this Settlement Agreement, subject to approval by the Court.

11. **Miscellaneous.**

(a) The Parties agree to stay all proceedings in the Action, including with respect to California Code of Civil Procedure section 583.310, except such proceedings necessary to implement and complete the Settlement, pending approval of the Settlement.

(b) This Settlement Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which, taken together shall constitute the same instrument. A signature made on a faxed or electronically transmitted copy of the Settlement Agreement or a signature transmitted by facsimile or electronic mail shall have the same effect as the original signature.

(c) The section headings used in this Settlement Agreement are intended solely for convenience of reference and shall not in any manner amplify, limit, modify or otherwise be used in the interpretation of any of the provisions hereof.

(d) This Settlement Agreement was the result of negotiations between the Parties and their respective counsel under the auspices of mediator Hon. Jeffrey Winikow (ret.) In the event of vagueness, ambiguity or uncertainty, this Settlement Agreement shall not be construed against the Party preparing it but shall be construed as if both Parties prepared it jointly, and the Parties may present their disputes to the mediator to resolve any vagueness, ambiguity, or uncertainty.

(e) If Plaintiff or Defendants fail to enforce this Settlement Agreement or to insist on performance of any term, that failure does not mean a waiver of that term or of the Settlement Agreement. The Settlement Agreement remains in full force and effect anyway.

HAVING ELECTED TO EXECUTE THIS SETTLEMENT AGREEMENT, TO FULFILL THE PROMISES, AND TO RECEIVE THE CONSIDERATION SET FORTH ABOVE, PLAINTIFF AND DEFENDANTS, FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTER INTO THIS SETTLEMENT AGREEMENT.

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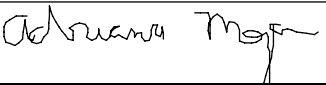
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IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date set forth below:

Date: 07/18/2024, 2024

Electronically Signed
Nintex AssureSign®
2024-07-18 19:52:52 UTC - 207.171.48.193
80ba2529-6a3e-4149-b893-b1af0180c6fa


Adriana Meza
Individually and On Behalf of
the State of California with Respect to Aggrieved
Employees

VALLEY WEST POST ACUTE, LLC

Date: _____, 2024

Name: _____
Title: _____

DAVID JOHNSON

Date: _____, 2024

Name: _____
Title: _____

Approved as to form and content.

LAWYERS FOR JUSTICE, PC

Date: July 18, 2024


Arby Aiwanian
Joanna Ghosh
Matthew Soto
Attorneys for Plaintiff Adriana Meza

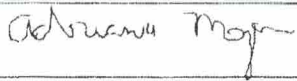
OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.

Date: _____, 2024

Lyne Richardson
Steven Mannix
Attorneys for Defendants Valley West Post Acute,
LLC and David Johnson

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date set forth below:

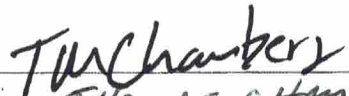
Date: 07/18/2024, 2024



Adriana Meza
Individually and On Behalf of
the State of California with Respect to Aggrieved
Employees

VALLEY WEST POST ACUTE, LLC

Date: SEPT 25, 2024


Name: THOMAS CHAMBERS
Title: MEMBER

DAVID JOHNSON

Date: Sept. 25,, 2024


Name: DAVID JOHNSON
Title: MEMBER / SELF

Approved as to form and content.

LAWYERS FOR JUSTICE, PC

Date: July 18, 2024


Arby Aiwarzian
Joanna Ghosh
Matthew Soto
Attorneys for Plaintiff Adriana Meza

OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.

Date: September 27, 2024


Lyne Richardson
Steven Mannix
Attorneys for Defendants Valley West Post Acute,
LLC and David Johnson

Exhibit A

<<Mailing Date>>

To: <<First Name>><<Last Name>>
<<Street Address>>
<<City>> <<State>> <<Zip>>

Re: Settlement Payment from *Andrianna Meza v. Valley West Care Center, et al.*, Orange County Superior Court Case No. 30-2021-01222125-CU-OE-CXC

Dear <<First Name>><<Last Name>>:

Please find enclosed a check in the amount of <<amount of payment>> ("Individual Settlement Share"). This check is your payment from the settlement in the lawsuit entitled *Adrianna Meza v. Valley West Care Center, et al.*, Orange County Superior Court Case No. 30-2021-01222125-CU-OE-CXC ("Action").

The lawsuit was filed on September 17, 2021 by Adrianna Meza ("Plaintiff") against her former employer, on behalf of the State of California, with respect to herself and other alleged aggrieved employees, to seek recovery of civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* ("PAGA"), for multiple alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders, including, *inter alia*, for failure to properly pay minimum and overtime wages, failure to provide compliant meal and rest periods and associated premiums, failure to pay wages during employment and upon termination, failure to provide compliant wage statements, failure to maintain requisite payroll records, failure to reimburse business expenses, and failure to provide requisite written notice of certain information required by Labor Code section 2810.5. Prior to filing the lawsuit, on July 14, 2021, Plaintiff submitted a letter to the California Labor and Workforce Development Agency ("LWDA"), pursuant to PAGA, to provide notice of her intent to seek civil penalties under PAGA for Defendants' alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and 2810.5 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001 and 5-2001, thereby initiating LWDA Case Number LWDA-CM-837969-21 (the "PAGA Notice").

Defendants deny all of Plaintiff's allegations and denies any wrongdoing of any kind associated with Plaintiff's allegations.

A settlement was reached between Plaintiff and Defendants Valley West Post Acute, LLC and David Johnson (together, "Defendants").

On << Date>>, the settlement was approved by the Court, with a portion to be paid to the LWDA and a portion to be paid to all current and former hourly-paid or non-exempt employees of the Defendants in the State of California during the period from July 14, 2020 through <<date of approval of the Settlement>> ("Aggrieved Employees"). The period July 14, 2020 through <<date of approval of the Settlement>> is the "PAGA Period".

You are receiving a portion of the settlement (the enclosed Individual Settlement Share) because you have been identified as an Aggrieved Employee. Your Individual Settlement Share is based on the total number of pay periods that you employed by Defendants in California during the PAGA Period. The Individual Settlement Share is considered to be 100% penalties, which will be reported on an IRS Form 1099. You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

Under the settlement, as of <<date of entry of order by the Court approving the Settlement>>, the Released Parties were fully released and forever discharged from any and all Released Claims.

"Released Parties" means Defendants, including Defendants' parent corporation, affiliates, subsidiaries, divisions, predecessors, insurers, successors and assigns, and their current and former employees, attorneys, officers, directors and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plans and programs.

"Released Claims" means any and all claims, arising during the PAGA Period, for civil penalties under California Labor Code section 2698, *et seq.* ("PAGA") as well as any interest, fees, and costs available under PAGA, based on the factual allegations in the Operative Complaint, including but not limited to, for failure to pay minimum, regular, and overtime wages, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to provide compliant and accurate wage statements, failure to maintain complete and accurate payroll records, failure to reimburse necessary business-related expenses and costs, and failure to provide requisite written notice of certain information required by Labor Code section 2810.5, in violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, 2810.5 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001 and 5-2001.

The enclosed check is valid for 90 days from the original date of issuance and mailing, and if it is not cashed, deposited, or otherwise negotiated within the 90-day timeframe, it will be canceled, and the funds associated with the

canceled check will be transmitted to the State Controller's Office Unclaimed Property Division in your name and in the amount of your respective Individual Settlement Share.

Do not call or write the Court, Office of the Clerk of the Court, Defendants, or Defendants' counsel to ask questions about the settlement or to ask tax-related questions. If you have any such questions, you may contact [PAGA Settlement Administrator] at [toll-free phone number].

EXHIBIT 2

LAWYERS FOR JUSTICE_®

July 14, 2021

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAfilings@dir.ca.gov

**Re: VALLEY WEST CARE CENTER; VALLEY WEST POST ACUTE LLC;
DAVID JOHNSON, AN INDIVIDUAL**

Dear Representative:

We have been retained to represent Adriana Meza against Valley West Care Center, Valley West Post Acute LLC, and David Johnson, an individual (including any and all affiliates, subsidiaries, parents, directors, officers, and employees) (collectively referred to as "Valley West") for violations of California wage-and-hour laws. Ms. Meza seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA") and all other remedies available under PAGA.

David Johnson is the Chief Executive Officer of Valley West. David Johnson, at all times herein relevant, was acting either individually or as an officer, owner, director, agent, or employee of Valley West, who caused and continues to cause *all* of the wage and hour violations alleged herein against the "aggrieved employees," as defined herein, including without limitation violations of Labor Code Section 558 and 1197.

Ms. Meza seeks these remedies on behalf of the State of California and "aggrieved employees," as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Valley West employed Ms. Meza as an hourly-paid, non-exempt employee from approximately July 2017 to approximately July 2020, in the State of California.

The "aggrieved employees" that Ms. Meza may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California. The aggrieved employees include any employee at any facility owned, operated or managed by Valley West.

Based on the following facts and theories, Valley West has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197,

1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Orders 4-2001 and 5-2001.

Valley West required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate aggrieved employees for this time.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Ms. Meza and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Ms. Meza and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, Valley West required Ms. Meza and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, Valley West failed to pay Ms. Meza and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Valley West failed to pay Ms. Meza and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, Valley West did not provide Ms. Meza and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from Valley West were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Ms. Meza and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Ms. Meza and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Ms. Meza and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Ms. Meza and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Ms. Meza and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, Valley West failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Ms. Meza and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 2810.5 requires an employer to provide written notice to an employee, at the time of hiring, containing the following information:

The rate or rates of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, as applicable. Allowances, if any, claimed as part of the minimum wage, including meal or lodging allowances. The regular payday designated by the employer in accordance with the requirements of this code. The name of the employer, including any "doing business as" names used by the employer. The physical address of the employer's main office or principal place of business, and a mailing address, if different. The telephone number of the employer. The name, address, and telephone number of the

employer's workers' compensation insurance carrier. That an employee: may accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates. Any other information the Labor Commissioner deems material and necessary.

Valley West failed to accurately provide aggrieved employees with the requisite notice in violation of California Labor Code section 2810.5.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, Valley West did not provide Ms. Meza and other aggrieved employees with the minimum wages to which they were entitled for work performed "off-the-clock."

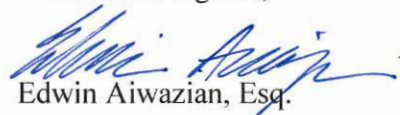
California Labor Code section 1198 provides that "The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders, including *inter alia*, Wage Orders 4-2001 and 5-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay. During the relevant time period, Valley West failed to pay Ms. Meza and other aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which Ms. Meza and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day's work. During the relevant time period, Valley West failed to pay Ms. Meza and other aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Ms. Meza and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Ms. Meza and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Valley West.

Therefore, on behalf of all aggrieved employees, Ms. Meza seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA, including civil penalties pursuant to Labor Code section 558.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,


Edwin Aiwazian, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

Valley West Care Center
1224 E St.
Williams, CA 95987

Valley West Post Acute LLC
c/o Adrian Dehghanmanesh
Agent for Service of Process
260 N Palm St Ste 104
Brea, CA 92821

David Johnson
260 N Palm St Ste 104
Brea, CA 92821

EXHIBIT 3

ADRIANA MEZA V. VALLEY WEST CARE CENTER, ET AL.
Orange County Superior Court Case No. 30-2021-01222125-CU-OE-CXC

ATTORNEY TASK AND TIME CHART

TASK	LAWYERS <i>for</i> JUSTICE, PC
Investigation and Research / Due Diligence	
Meet and Communicate with Plaintiff Adriana Meza (“Plaintiff Meza”) During the Case	20.50
Investigate, Communicate with, and/or Interview Aggrieved Employees and/or Percipient Witnesses	9.50
Pleadings and Court Filings	
Investigate the Merits of and Conduct Legal Research Regarding Plaintiff’s Private Attorneys General Act (“PAGA”) Claim, and Draft Plaintiff’s Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. (filed on September 17, 2021)	7.80
Review Court’s Minute Order Re: Status Conference (issued on October 5, 2021)	0.10
Review Court’s Minute Order Re: Status Conference (issued on December 17, 2021)	0.10
Review and Analyze Defendant Valley West Post Acute, LLC.’s (“Defendant”) Answer to Plaintiff’s Complaint (served on December 21, 2021), and Research Affirmative Defenses in Answer	1.50
Review Court’s Minute Order Re: Status Conference (issued on January 14, 2022)	0.10
Meet and Confer with Defendants Valley West Post Acute, LLC and David Johnson’s (together, “Defendants”) Counsel, and Draft Joint Status Conference Statement (filed on February 17, 2022)	0.80

Review Court's Minute Order Re: Status Conference (issued on February 22, 2022)	0.10
Draft Plaintiff's Notice of Posting Jury Fees (filed on May 12, 2022)	0.10
Review Court's Minute Order Re: Status Conference (issued on May 24, 2022)	0.10
Meet and Confer with Defendants' Counsel, and Draft Joint Status Conference Statement (filed on October 12, 2022)	0.60
Review Court's Minute Order Re: Status Conference (issued on October 13, 2022)	0.10
Meet and Confer with Defendants' Counsel, and Draft Joint Stipulation to Continue Status Conference; Proposed Order Thereon (filed on January 12, 2023)	0.60
Review Court's Order Granting Joint Stipulation to Continue Status Conference (issued on January 13, 2023)	0.20
Draft Plaintiff's Notice of Entry of Judgment or Order Re: Order to Continue Status Conference (filed on January 17, 2023)	0.10
Meet and Confer with Defendants' Counsel, and Draft Joint Stipulation to Continue Status Conference; Proposed Order Thereon (filed on May 12, 2023)	0.50
Review Court's Order Re: Stipulation to Continue Status Conference (issued on May 12, 2023)	0.10
Draft Plaintiff's Notice of Entry of Order Re: Order to Continue Status Conference (filed on May 15, 2023)	0.10
Meet and Confer with Defendants' Counsel, and Draft Joint Status Conference Statement and Notice of Settlement (filed on August 28, 2023)	0.50
Review Court's Notice of Case Reassignment (issued on September 5, 2023)	0.10

Review Court's Minute Order Re: Status Conference (issued on September 19, 2023)	0.10
Meet and Confer with Defendants' Counsel, and Draft Joint Status Conference Statement (filed on October 13, 2023)	0.50
Review Court's Minute Order Re: Status Conference (issued on October 25, 2023)	0.10
Meet and Confer with Defendants' Counsel, and Draft Joint Status Conference Statement (filed on February 7, 2024)	0.50
Review Court's Minute Order Re: Status Conference (issued on February 8, 2024)	0.10
Meet and Confer with Defendants' Counsel, and Draft Joint Status Conference Statement (filed on May 22, 2024)	0.50
Review Court's Minute Order Re: Status Conference (issued on May 23, 2024)	0.10
Meet and Confer with Defendants' Counsel, and Draft Joint Status Conference Statement (filed on August 28, 2024)	0.50
Appearances	
Prepare for and Telephonically Attend Case Management Conference (May 20, 2022)	0.80
Discovery and Deposition	
Draft Letter to Defendants Re: Request for Personnel File, Pay Stubs, and Time Records for Plaintiff Adriana Meza (served on April 14, 2021)	1.90
Review and Analyze Documents Produced by Defendants in Response to Request for Personnel Files, Pay Stubs, and Time Records for Plaintiff Adriana Meza (served on May 11, 2021)	2.50

Draft Plaintiff's Notice of Deposition of Person Most Knowledgeable at Defendant Valley West Post Acute LLC and Requests for Production of Documents (Organizational Structure; Noticed for March 15, 2022) (served on February 15, 2022)	1.10
Draft Plaintiff's Notice of Deposition of Person Most Knowledgeable at Defendant Valley West Post Acute LLC and Requests for Production of Documents (Wage and Hour Practices; Noticed for March 16, 2022) (served on February 15, 2022)	1.50
Draft Plaintiff's Form Interrogatories – General (Set One), Special Interrogatories (Set One), Special Interrogatories (Set Two), and Requests for Production of Documents (Set One) to Defendant Valley West Post Acute LLC (served on February 15, 2022)	4.50
Review and Analyze Defendant's Objections to Plaintiff's Notice of Deposition of Person Most Knowledgeable at Defendant Valley West Post Acute LLC and Requests for Production of Documents (Organizational Structure; Noticed for March 15, 2022) (served on March 10, 2022)	1.10
Review and Analyze Defendant's Objections to Plaintiff's Notice of Deposition of Person Most Knowledgeable at Defendant Valley West Post Acute LLC and Requests for Production of Documents (Wage and Hour Practices; Noticed for March 16, 2022) (served on March 10, 2022)	1.70
Review and Analyze Defendant's Responses and Objections to Plaintiff's Form Interrogatories – General (Set One), Special Interrogatories (Set One), Special Interrogatories (Set Two), and Requests for Production of Documents (Set One) to Defendant Valley West Post Acute LLC (served on March 15, 2022)	3.50
Letters and Correspondence	
Draft Notice to California Labor and Workforce Development Agency Re: Claims of Plaintiff Adriana Meza for Penalties Under California Labor Code section 2698, <i>et seq.</i> ("PAGA") (served on July 14, 2021)	4.50

Draft Correspondence to, Meet and Confer with, and Respond to Correspondence from, Defendants' Counsel	19.30
Mediation/Settlement	
Review and Analyze Information, Data, and Documents Obtained from Plaintiff, Defendants, and Other Sources Prior to Mediation	24.60
Prepare for Mediation Session, Including Researching Settlement-Related and Merits-Related Issues, Drafting the Mediation Brief, Compiling the Mediation Exhibits in Support of Plaintiff's Mediation Brief, and Performing Penalties Calculations (submitted on July 27, 2023)	19.50
Attend Mediation Session (August 11, 2023; Zoom Video Conference)	15.50
Review, Analyze, and Accept Mediator's Proposal	1.10
Review, Revise, Negotiate, and Finalize Private Attorneys General Act Settlement Agreement and Release (executed on September 27, 2024) and Cover Letter	6.50
Law and Motion	
Research and Draft Plaintiff's Motion for Approval of Private Attorneys General Act (Labor Code § 2698, Et Seq.) Settlement Agreement and Award of Attorneys' Fees and Costs, General Release Fee, and Settlement Administration Costs, Declaration of Vartan Madoyan in Support Thereof, Declaration of Adriana Meza in Support Thereof, and [Proposed] Order and Judgment	17.50
Total Hours:	173.10

EXHIBIT 4

LAWYERS for JUSTICE PC CASE COST DETAIL
Meza v. Valley West Care Center, et al. (PAGA)

<u>Date</u>	<u>Payee</u>	<u>Expense Description</u>	<u>Amount</u>
4/15/2021	U.S. Postmaster	Postage	\$7.00
7/14/2021	Labor & Workforce Development Agency	PAGA Filing Fee	\$75.00
7/14/2021	U.S. Postmaster	Postage	\$22.50
9/22/2021	One Legal	Attorney Service	\$57.00
9/22/2021	Orange County Superior Court	Complaint Filing Fee	\$435.00
9/22/2021	Orange County Superior Court	Complex Filing Fee	\$1,000.00
10/22/2021	ProLegal	Attorney Service	\$398.08
12/16/2021	Legal Document Server, Inc.	Attorney Service	\$13.25
12/20/2021	Legal Document Server, Inc.	Attorney Service	\$13.25
2/9/2022	Orange County Superior Court	Document Download Fee	\$30.00
2/16/2022	General Logistics Systems US, Inc.	Courier Service	\$21.08
2/17/2022	One Legal	Attorney Service	\$14.67
2/24/2022	Orange County Superior Court	Document Download Fee	\$15.00
5/12/2022	Legal Document Server, Inc.	Attorney Service	\$23.37
5/12/2022	Orange County Superior Court	Jury Fee	\$150.00
10/12/2022	Legal Document Server, Inc.	Attorney Service	\$14.00
12/22/2022	Winikow Mediation	Mediation Fee	\$9,000.00
1/12/2023	Legal Document Server, Inc.	Attorney Service	\$14.00
1/13/2023	Legal Document Server, Inc.	Attorney Service	\$1.35
1/13/2023	Orange County Superior Court	Stipulation & Order Fee	\$20.00
1/17/2023	Legal Document Server, Inc.	Attorney Service	\$14.00
5/15/2023	Legal Document Server, Inc.	Attorney Service	\$29.79
5/15/2023	Orange County Superior Court	Stipulation & Order Fee	\$20.00
8/28/2023	Legal Document Server, Inc.	Attorney Service	\$14.20
10/10/2023	Orange County Superior Court	Document Download Fee	\$7.50
10/13/2023	Legal Document Server, Inc.	Attorney Service	\$14.20
11/16/2023	Orange County Superior Court	Document Download Fee	\$7.50
11/17/2023	Orange County Superior Court	Document Download Fee	\$7.50
2/7/2024	Legal Document Server, Inc.	Attorney Service	\$14.20
2/14/2024	Orange County Superior Court	Document Download Fee	\$7.50
5/22/2024	Legal Document Server, Inc.	Attorney Service	\$14.20
Total:			<u>\$11,475.14</u>