

Arby Aiwarzian (SBN 269827)
Joanna Ghosh (SBN 272479)
Daniel Bass (SBN 287466)
Brian J. St. John (SBN 304112)
LAWYERS for JUSTICE, PC
450 North Brand Boulevard, Suite 900
Glendale, California 91203
Tel: (818) 265-1020
Fax: (818) 265-1021

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 CX105

**DECLARATION OF ADRIANA MEZA IN
SUPPORT OF PLAINTIFF'S RENEWED
MOTION FOR APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT (CAL.
LABOR CODE § 2698, ET SEQ.)
SETTLEMENT AGREEMENT AND
AWARD OF ATTORNEYS' FEES AND
COSTS, ENHANCEMENT AWARD, AND
SETTLEMENT ADMINISTRATION
COSTS**

Reservation ID: 74933352
Date: November 19, 2026
Time: 2:00 p.m.
Department: CX105

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

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I, **Adriana Meza**, hereby declare as follows:

1. I am over 18 years of age and a resident of California. I am the named plaintiff in the above-captioned case. I have personal knowledge of the facts and statements set forth in this declaration, and if called upon to testify, I could and would competently testify thereto.

2. I was employed by Valley West Post Acute, LLC and David Johnson (together, the “Defendants”) from approximately July 2017 to approximately July 2020 as a non-exempt, hourly-paid employee. I decided to seek legal advice about my work experiences with Defendants and about pursuing legal action. I contacted Lawyers *for* Justice, PC and spoke with attorneys there. I wanted to do whatever I could to make sure Defendants were held accountable for their practice of not properly compensating their employees for all hours worked and non-compliant meal and rest breaks. After speaking with the attorneys, I investigated representative action lawsuits on my own and did some research into the leading employment law firms in California for approximately two (2) hours. Thereafter, I consulted with the attorneys at Lawyers *for* Justice, PC for approximately three (3) hours discussing my situation, representative action lawsuits under the Private Attorneys General Act (“PAGA”), and what it means to bring a PAGA Action and be a PAGA representative.

3. I have spent over ten (10) hours communicating with my attorneys regarding the case and fulfilling my responsibilities as a PAGA representative, which included gathering documents concerning my employment with Defendants, reviewing documents with my attorneys, providing information regarding the duties of aggrieved employees, and helping develop a strategy as to what documents and information to obtain from Defendants. I routinely checked in with my attorneys and their staff to make sure that they had all of my most current information and any additional information that I had obtained.

4. As the case progressed, I was available to answer any questions my attorneys had and was available to speak and meet with my attorneys whenever they needed me. I responded to them as quickly as possible and gave them as much information and identified as many documents as I could. I spent at least six (6) additional hours speaking with my attorneys about the case, identifying potential witnesses, providing my attorneys with documents and information concerning the case, and also describing policies, practices, and procedures of Defendants.

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1 5. As far as the settlement is concerned, I was available to review documents and answer any
2 questions my attorneys had. I spent about four (4) hours reviewing the settlement documents, asking
3 questions, and discussing the potential settlement with my attorneys before signing the Private Attorneys
4 General Act Settlement Agreement and Release (“Settlement Agreement”).

5 6. In the over four (4) years this case has been pending I believe I have spent over 25 hours
6 actively assisting my attorneys in their litigation of the claims against the Defendants. I believe that I have
7 done everything that my attorneys have asked of me and have tried, to the best of my ability, to seek
8 relief for the aggrieved employees and the State of California. I think my efforts helped to get the result
9 obtained in this case.

10 7. I understand the Settlement Agreement included a “General Release Fee” in the amount
11 of up to \$5,000.00 to compensate me for both my work as a representative in this action as well as my
12 broader individual release of claims with a California Civil Code Section 1542 waiver, which was forth
13 in Section 8(b) of the Settlement Agreement, which was bargained for in the Parties’ negotiation of the
14 settlement.

15 8. Further, I understand that the Court, upon review of the Settlement Agreement, has stated
16 it will not approve the payment of a general release fee from the Total Settlement Amount the Settlement
17 Agreement. Accordingly, I further discussed the settlement with my attorneys and signed Amendment
18 No. 1 to the Private Attorneys General Act Settlement Agreement and Release (“Amendment No. 1”)
19 which, among other changes to the settlement, reduced the Total Settlement Amount by \$3,000.00,
20 removed the contemplated General Release Fee and my individual release, and added an “Enhancement
21 Award” in the amount of up to \$2,000.000, to compensate me for my work as a representative in this
22 action and willingness to act as a private attorney general.

23 9. Additionally, following the execution of Amendment No. 1, I have entered into a separate
24 individual agreement to provide my broader individual release of claims with a California Civil Code
25 Section 1542 waiver in exchange for \$3,000.00.

26 10. For my work in doing so, I respectfully request that the Court award me the full payment
27 of \$2,000 for the Enhancement Award as articulated in the Parties’ Amendment No. 1.

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11. The only compensation I will receive in this matter is whatever amount the Court awards me for the Enhancement Award, my share of the settlement as an aggrieved employee which I understand is estimated at about \$21.00, and the separate \$3,000 payment set forth in the individual agreement providing my broader release. I have not entered into any undisclosed agreements, nor have I received any undisclosed compensation in this case.

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

08/14/2026

Executed this ____ day of August 2026 at Williams, California.

Electronically Signed 2026-08-14 20:27:08 UTC - 209.177.121.3

Adriana Meza

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Adriana Meza