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**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 DANIEL BASS IN
SUPPORT OF PLAINTIFF'S RENEWED
MOTION AND 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**

[Notice of Motion and Motion for Approval of
Private Attorneys General Act Settlement
Agreement and Release, Attorneys' Fees and
Costs, Enhancement Award, and Settlement
Administration Costs; Declarations of Plaintiff
(Adriana Meza); Proposed Administrator (Lisa
Mullins) and [Proposed] Order and Judgment
filed concurrently herewith]

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

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

DECLARATION OF DANIEL BASS

I, Daniel Bass, 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. The firm has successfully litigated cases involving nearly every aspect of California wage and hour law, including payment of overtime and minimum wages, provision of meal and rest breaks and/or premiums wages for same, timely payment of wages, provision of compliant wage statements, reimbursement of business expenses, executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements, PAGA claims, and sister statutes under federal law. During a relatively short time, in association with other law firms, Lawyers *for* Justice, PC has recovered millions of dollars on behalf of thousands of individuals in California.

3. Edwin Aiwarzian is a Managing Partner and CEO 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

1 Program. During the summer of 2000, he studied Legal Writing at Harvard University. From
2 approximately September 2002 to approximately December 2002, he served as a Judicial Extern
3 to the Honorable Kim McLane Wardlaw of the United States Court of Appeals for the Ninth
4 Circuit. From approximately June 2002 to approximately August 2002, he served as a Judicial
5 Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second
6 Appellate District. In December of 2004, he obtained a license to practice law from the
7 California State Bar. Since in or around October of 2008, through his work at Lawyers *for*
8 Justice, PC, he has almost exclusively focused on the prosecution of consumer and employment
9 class actions. While employed by Lawyers *for* Justice PC, he has argued over one hundred (100)
10 motions, taken or defended over one hundred fifty (150) depositions, prepared dozens of expert
11 witnesses for deposition or trial, and attended over one hundred seventy-five (175) mediations.
12 Together with other attorneys at the firm, and in some cases in conjunction with co-counsel, he
13 has successfully litigated cases involving the executive, administrative, and other overtime
14 exemptions to the State of California and federal overtime compensation requirements. Under
15 his supervision, Lawyers *for* Justice, PC has successfully obtained class certification by
16 contested motion practice in approximately sixteen (16) cases in the last decade, and litigated
17 over 1,000 class action or representative action cases.

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

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

9 5. Joanna Ghosh is a Senior Partner of Lawyers for Justice, PC. She received a
10 Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of
11 Science degree from the London School of Economics in 2007, and a Juris Doctor degree from
12 Georgetown University Law Center in 2010. She is admitted to practice in California (since
13 2010) and in New York (since 2013) and She is also admitted to practice in all U.S. District
14 Courts in California, the U.S. Bankruptcy Court for the Central District of California, and the
15 U.S. Supreme Court. She has taken and defended dozens of depositions and successfully
16 handled motion practice in class action cases regarding discovery (including and not limited to,
17 regarding class contact information), class certification (both contested class certification and
18 stipulated class certification), arbitration agreements, coordination, and intervention. She has
19 successfully handled briefing and oral arguments on appeal and obtained notable decisions
20 regarding Private Attorneys General Act claims and employer efforts to compel arbitration of
21 such claims, e.g., *Roberto Betancourt v. Prudential Overall Supply* (Cal. Ct. App., Mar. 7, 2017)
22 9 Cal.App.5th 439, cert. denied (Cal., May 24, 2017), cert. denied (U.S., Dec. 11, 2017) and *ZB,*
23 *N.A. v. Superior Court* (2019) 8 Cal.5th175. She has significant experience with class actions,
24 including and not limited to working on cases to obtain class certification through contested
25 motion practice and working on cases in the post-certification stage (e.g., post-certification
26 discovery, appeal, statistical sampling and pilot study, and trial preparation in conjunction with
27 co-counsel in a case involving a certified class consisting of approximately 2,600 individuals).
28 She has extensive experience with class action and/or representative action settlements, and has

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. Joanna Ghosh is a member of the California Employment Lawyers
5 Association and, on several occasions, has been a speaker regarding topics in wage and hour
6 law at the organization's continuing legal education events.

7 6. Brian J. St. John is a Member of Lawyers *for* Justice, PC. He received his
8 Bachelor's degree from the University of California, San Diego in 2010 and earned his Juris
9 Doctor degree from the University of California, Berkeley, School of Law in 2013. He was
10 admitted to practice law in California in 2015. He is admitted to practice before all courts of
11 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 matters, and his work has
13 included *inter alia*, researching and drafting pleadings, administrative notice exhaustion,
14 drafting, negotiating, and finalizing stipulations and settlement agreements, engaging in motion
15 practice, claims evaluation and analysis, and making court appearances. Prior to working at
16 Lawyers *for* Justice, PC, he spent several years working for a boutique employment and labor
17 law firm representing employers, and, in 2019 and 2020, he was employed as general counsel
18 for a DMHC licensed discount dental plan.

19 7. I am a Member of Lawyers *for* Justice, PC. I received my Bachelor of Science
20 degree in Psychology from Missouri State University in 2009, and a Juris Doctor degree from
21 Washington University in St. Louis, School of Law in 2012, where I served as a Senior Editor
22 of the Law Review and as a member of the Note Selection Committee. I am admitted to practice
23 before all courts in the State of California, and all U.S. District Courts in California. From 2014
24 through and including the present, my practice consisted almost exclusively of complex wage
25 and hour class action and PAGA action matters in California. I have worked at several plaintiffs'
26 side law firms, and started the employment practice at one of them. I have taken and defended
27 dozens of depositions and have successfully handled motion practice in class action and PAGA
28 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 at every step prior to trial. I also successfully handled briefing on appeals, including employer efforts to compel arbitration in *Jones v. UPS Supply Chain Solutions, Inc.*, California Court of Appeals for the First District, Case No. A160726 (Cal. App. Jul 01, 2021) (unpublished decision). Further, I have extensive experience with settlements of class actions and PAGA actions and have handled and supervised this process in over fifty (50) 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 1.”

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

1 provide complete and accurate wage statements, failing to keep complete and accurate payroll
2 records, and failing to reimburse necessary business-related expenses and costs.

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

8 12. On March 12, 2025 Plaintiff filed her Notice of Motion and Motion for Approval
9 of Private Attorneys General Act (Cal. Labor Code § 2698, et seq.) Settlement Agreement and
10 Award of Attorneys' Fees and Costs, General Release Fee, and Settlement Administration Costs
11 (ROA # 109) ("Original Motion for Approval") seeking approval of the Parties' Settlement
12 Agreement.

13 13. On July 17, 2025, the Court issued a Minute Order which continued the hearing
14 on Plaintiff's Motion for Approval and raised points of inquiry with regards to the Original
15 Motion for Approval and the Settlement Agreement (ROA # 116) ("July 17, 2025 Minute
16 Order"). That hearing was subsequently continued by stipulation of the Parties (ROA # 124) and
17 then order of the Court (ROA # 128) to April 30, 2026.

18 14. Based on the Court's guidance set forth in the July 17, 2025 Minute Order, the
19 Parties negotiated, approved, and executed an amendment to their Settlement Agreement and
20 provided supplemental briefing in advance of the April 30, 2026 hearing.

21 15. On April 30, 2026, the Court after hearing oral arguments, denied the Plaintiff's
22 Original Motion for Approval without prejudice and asked for a new motion be filed for
23 approval of the Parties' settlement, as amended.

24 16. aOn August 20, 2026, Plaintiff dismissed, without prejudice, Defendant Valley
25 West Care Center, an unknown business entity. Valley West Care Center never responded to
26 Plaintiff's Complaint and is not a party to the Parties' Settlement. After this litigation and further
27 research of Plaintiff's counsel, to the best of Plaintiff's knowledge Valley West Care Center is
28 not a legal entity but rather the name utilized by some employees of Defendants for the facility

1 where they worked for Defendants. Neither Plaintiff nor Plaintiff's counsel received
2 consideration, directly or indirectly in exchange for this dismissal. *See also* Declaration of
3 Adriana Meza ("Meza Decl."), ¶ 8

4 THE SETTLEMENT REACHED IN THE ACTION

5 17. Marked and attached hereto as "**EXHIBIT 2**" is the Private Attorneys General
6 Act Settlement Agreement and Release ("Original Agreement) entered into between Plaintiff
7 Adriana Meza, for herself and on behalf of the State of California with respect to Aggrieved
8 Employees pursuant to the Private Attorneys General Act, and Defendants Valley West Post
9 Acute, LLC and David Johnson. Marked and attached hereto as "**EXHIBIT 3**" is the Amendment
10 No. 1 to Private Attorneys General Act Settlement Agreement and Release ("Amendment") (together
11 with the Original Agreement, "Settlement," "Agreement," or "Settlement Agreement"), entered
12 into between Plaintiff Adriana Meza, for herself and on behalf of the State of California with
13 respect to Aggrieved Employees pursuant to the Private Attorneys General Act, and Defendants
14 Valley West Post Acute, LLC and David Johnson. The Parties have also drafted and agreed to
15 the form and content of the proposed informational cover letter ("Cover Letter") for mailing to
16 Aggrieved Employees when Individual Settlement Shares are distributed to them, in
17 substantially the form attached as "EXHIBIT A" to the Amendment and "EXHIBIT A" to the
18 [Proposed] Order and Judgment Granting Approval of Private Attorneys General Act Settlement
19 Agreement and Release, Award of Attorneys' Fees and Costs, Enhancement Award, and
20 Settlement Administration Costs. A Spanish translation of the Cover Letter is attached to the
21 Declaration of Lisa Mullins in Support of Plaintiff's Motion for Approval of Private Attorneys
22 General Act (Cal. Labor Code § 2698, Et Seq.) Settlement Agreement and Award of Attorneys'
23 Fees and Costs, Enhancement Award, and Settlement Administration Costs ("Mullins Decl.")
24 as "Exhibit C". The Court is respectfully requested to approve the proposed Cover Letter.

25 18. The Settlement pertains to the following allegedly aggrieved employees: all
26 current and former hourly-paid or non-exempt employees who were employed by any of the
27 Defendants within the State of California during the PAGA Period ("Aggrieved Employees").
28 The "PAGA Period" means the period between July 14, 2020 through the date on which the

1 Court grants approval of the Settlement. Based on information provided by Defendants, and
2 extrapolation therefrom, it is estimated that during the PAGA Period there are approximately
3 244 Aggrieved Employees who are credited with 5,118 Compensable Pay Periods.

4 19. Defendant has agreed to pay the gross amount of \$147,000.00 (“Total Settlement
5 Amount”). The Settlement Agreement provides that the “Net Settlement Amount” will be the
6 Total Settlement Amount less the following amounts: (1) Attorneys’ Fees and Costs in the
7 amount of up to \$58,800.00 for attorneys’ fees and up to \$25,000.00 for reimbursement of
8 litigation costs and expenses to Lawyers for Justice, PC (“Plaintiff’s Counsel”); (2)
9 Enhancement Award in the amount of up to \$2,000.00 to Plaintiff; and (3) Settlement
10 Administration Costs of up to \$6,500.00 to the PAGA Settlement Administrator for costs and
11 expenses of administration of the Settlement. Plaintiff’s Counsel only seeks fees of \$51,450
12 (i.e. 35% of the Total Settlement Amount), only seeks reimbursement of litigation costs and
13 expenses in the amount of \$11,370.64, and the amount of only \$5,00.00 is sought for payment
14 to ILYM Group, Inc. for the costs and expenses of administration of the Settlement based on the
15 quote provided by ILYM Group, Inc. (“Settlement Administration Costs”). As such, assuming
16 that the requested Attorneys’ Fees and Costs, Enhancement, and Settlement Administration
17 Costs, are approved by the Court, the Net Settlement Amount is estimated to be approximately
18 \$77,179.36. The Net Settlement Amount will be distributed to the LWDA and the Aggrieved
19 Employees pursuant to California Labor Code section 2699(i). 75% of the Net Settlement
20 Amount will be distributed to the LWDA, which is estimated to be \$57,884.52 (“LWDA
21 Payment”), and 25% of the Net Settlement Amount, which is estimated to be \$19,294.84
22 (“Employees’ Portion”), will be distributed to the Aggrieved Employees on a *pro rata* basis,
23 based on their Compensable Pay Periods. The Parties have agreed to retain ILYM Group, Inc.
24 (“ILYM” or “PAGA Settlement Administrator”) to handle the administration of the Settlement,
25 and the Court is respectfully requested to appoint ILYM to serve as the PAGA Settlement
26 Administrator. The Settlement Administration Costs are estimated not to exceed \$5,000.00 and
27 will be paid out of the Total Settlement Amount, subject to approval by the Court.

28 ///

THE LITIGATION AND WORK PERFORMED BY PLAINTIFF’S COUNSEL

20. 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.

21. 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.

22. 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

1 written discovery requests onto Defendants (specifically, Requests for Production of
2 Documents, (Set One); Special Interrogatories (Sets One & Two), and Form Interrogatories—
3 General (Set One)), and noticed the deposition of Defendant Valley West’s persons most
4 knowledgeable regarding its document retention practices, organizational structure, and wage
5 and hour practices (along with requests for production of documents). The information,
6 documents, and data that were reviewed and analyzed by Plaintiff’s Counsel included, and were
7 not limited to, Plaintiff’s employment record; a detailed sampling of Aggrieved Employees’
8 time and pay data; Defendant Valley West’s Employee Handbook; job descriptions; various
9 forms, agreements, and acknowledgments (such as, Defendant Valley West’s Alternative
10 Dispute Resolution Agreement, Acknowledgement of Meal Period Policy, Agreement to Waive
11 Second Meal Period, Agreement to Waive Meal Period, Acknowledgement and Receipt of
12 Employee Handbook, Mutal Agreement to Arbitrate Claims Agreement, Valley West Care
13 Center’s Mediation and Arbitration Agreement, and Acknowledgement and Receipt of
14 Employee Handbook); and Defendant Valley West’s operations and employment practices,
15 policies, and procedures (such as, Defendant Valley West’s Work Week Policy, Overtime
16 Policy, Time Cards and Time Keeping Policy, Rest and Meal Periods Policy, Attendance and
17 Punctuality Policy, and Dress and Appearance Policy), among other documents. Counsel for
18 the Parties undertook significant investigation and evaluation of the PAGA claim and related
19 allegations, including, and not limited to, calculating the potential monetary recovery under
20 PAGA. Other work performed by Plaintiff’s Counsel included, but was not limited to: meeting
21 and conferring with Defendants’ counsel regarding the pleadings, case management, discovery,
22 arbitration, mediation, and settlement negotiations, among other issues; case strategy and
23 analysis; researching, drafting, reviewing, and revising pleadings, court filings, motion-related
24 papers (e.g., with respect to settlement approval motion papers), briefs for settlement
25 negotiations and mediation, and the settlement agreement; propounding written discovery
26 requests on Defendants and notices of depositions of Defendants’ persons most knowledgeable
27 designees; claims evaluation and analysis; preparing for and participating in settlement
28 negotiations and the mediation; and appearing for court proceedings. Counsel for the Parties

1 have further invested time to research the applicable law, which is evolving as it relates to
2 representative PAGA actions, off-the-clock theory, meal and rest periods, donning and doffing,
3 meal waivers, regular rate of pay calculations, Industrial Welfare Commission Wage Orders,
4 arbitration agreements, wage-and-hour enforcement, Plaintiff's claims, and Defendants'
5 defenses, as well as facts discovered.

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

16 **THE STRENGTHS AND WEAKNESSES OF THE PAGA CLAIM, AND THE RANGE**
17 **OF POSSIBLE OUTCOMES**

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

24 25. From the inception of this litigation, Defendants indicated that they would
25 aggressively litigate this case and contended that they would ultimately succeed in the action.
26 Defendants maintained several defenses to Plaintiff's allegations, which, if successfully argued
27 and proven, had the potential to eliminate or substantially reduce recovery. Throughout this
28 litigation, Defendants maintained, and continue to maintain, that they did not engage in a

1 uniform policy and systematic scheme of wage abuse against any of their employees, and that
2 they had, and continue to have, legally-compliant employment policies and practices throughout
3 the time period at issue. Defendants deny that they ever violated any provision of the California
4 Labor Code. Defendants further denied, and continue to deny, that the lawsuit is appropriate
5 for representative adjudication for any purpose other than the Settlement.

6 26. Defendants also challenged Plaintiff's standing as an aggrieved employee and
7 denied that any of their other employees, with respect to whom Plaintiff seeks civil penalties,
8 are aggrieved. Also, multiple courts have taken an approach requiring a plaintiff to establish
9 standing and face the possibility of bifurcation of discovery and/or trial of the PAGA claim. See
10 *Amalgamated Transit Union, Local 1756, AFL-CIO v. Superior Court*. (2009) 46th Cal.4th 993,
11 1001 (noting that PAGA "require[s] a plaintiff to have suffered an injury resulting from an
12 unlawful action"); *Stafford v. Dollar Tree Stores, Inc.* (E.D. Cal. Nov. 21, 2014) 2014 WL
13 6633396, at *4 (finding that judicial economy supported bifurcation because of the difficulties
14 and inherent uncertainties of being able to establish liability with respect to a large number of
15 potentially aggrieved employees and noted that "PAGA's public purpose would be ill-served if
16 the court finds [the plaintiff] has not been aggrieved by a Labor Code violation"); *Grappo v.*
17 *Coventry Fin. Corp.* (1991) 235 Cal.App.3d 496, 504 (Trial courts have "broad discretion to
18 determine the order of proof in the interest of judicial economy"); see also Cal. Code Civ. Proc.
19 § 598 (The court may "when the convenience of witnesses, the ends of justice, or the economy
20 and efficiency of handling the litigation would be promoted thereby, on motion of a party, after
21 notice and hearing, make an order. . . that the trial of any issue or any part thereof shall precede
22 the trial of any other issue or any part thereof in the case[.]"); Cal. Code Civ. Proc. § 1048(b)
23 (Court can separate trial of any cause of action or of any separate issue in the interest of
24 convenience or to avoid prejudice); Cal. Code Civ. Proc. § 2019.020(b) (Courts have the power
25 to "establish the sequence and timing of discovery for the convenience of Parties and witnesses
26 and in the interests of justice"); *Horton v. Jones* (1972) 26 Cal.App.3d 952, 955 (stating that
27 bifurcation and sequencing of litigation is allowed to avoid wasting time and money on trial
28 when litigation of issues could be rendered moot.

27. 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.

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

29. Defendants also argued that an important feature of PAGA is that the Court retains discretion to lower the penalties if, based on the facts and circumstances of the particular case, to do otherwise would result in an award that is “unjust, arbitrary and oppressive, or confiscatory.” See Cal. Lab. Code § 2699(e)(2); see also *Thurman v. Bayshore Transit Management, Inc.* (2012) 203 Cal.App.4th 1112, 1136 (holding that a court may reduce the amount of PAGA penalties awarded to an employee based upon discretionary factors). 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. Even if, *arguendo*, such violations occurred, which Defendants deny, Defendants contended that said violations would only be considered “initial violations” and thus heightened “subsequent violation” penalties were not warranted. See Cal. Lab. Code § 2699(f)(2); see also *Amaral v. Cintas Corp. No. 2* (2008) 163 Cal.App.4th 1157, 1208-09 (“Until the employer has been notified that it is violating a Labor Code provision [...], the employer cannot be presumed to be aware that its continuing underpayment of employees is a ‘violation’ subject to penalties.”). Defendants argued that they would be able to show a lack of willfulness in the violations, such

1 that the alleged California Labor Code violations would not be considered “willful.” Defendants
2 contended that, at best, even if a violation giving rise to a penalty was shown for each pay period,
3 only the lower civil penalty associated with initial violations would apply. As discussed above,
4 Defendants denied and continue to deny that they ever violated any provision of the California
5 Labor Code. However, assuming, *arguendo*, that any violations occurred, Defendants argued
6 the violations would not be viewed as subsequent violations giving rise to heightened penalties.
7 Defendants also argued that the Court was unlikely to assess cumulative penalties for the
8 maximum number of possible, separate California Labor Code violations, because it would be
9 unjust, arbitrary, oppressive, and/or confiscatory—especially where certain conduct may be
10 regulated by multiple provisions of the California Labor Code that are interrelated and work in
11 tandem. As such, Defendants contended that cumulative penalties and heightened penalties
12 would be unjust, arbitrary, oppressive, and confiscatory.

13 30. Plaintiff’s Counsel was also aware of case law indicating that courts have
14 attributed little separate value to PAGA claims, for example, allowing them to be resolved for
15 \$0 where the other underlying California Labor Code claims are being (or have been) resolved,
16 or, assessing much lower amounts of civil penalties against employers than are sought. See e.g.,
17 *Magadia v. Wal-Mart Assocs.* (N.D. Cal. 2019) 384 F. Supp. 3d 1058, 1100-1101, 1103-1104,
18 1111 (finding that, under Labor Code § 2699(e)(2), “the Court has broad discretion to award
19 PAGA penalties the Court sees fit” and reducing the PAGA penalty award significantly from
20 the maximum penalties possible); *Morales v Bridgestone Retail Operations LLC*, Orange
21 County Superior Court No. 30-2017-00900244 (Aug. 2, 2018) (of \$7 million PAGA penalties
22 requested, the court awarded \$425,000); *Carrington v Starbucks Corp.* (2018) 30 Cal.App.5th
23 504, 517, 529 (of \$75 million in penalties sought, the court affirmed the trial court’s \$150,000
24 PAGA penalty award based on 30,000 violations, which reduced the penalty rate to \$5 per
25 violation); *Arnold v San Diego Second Chance Program*, San Diego County Superior Court No.
26 37-2016-00018375 (Dec. 18, 2017) (no PAGA penalties awarded); *Felczer v Apple Inc.*, San
27 Diego County Superior Court No. 37-2011-00102593 (Sept. 13, 2017) (no PAGA penalties
28 awarded); *In re Taco Bell Wage and Hour Actions* (E.D. Cal. Apr. 8, 2016) No. 1:07-cv-01314-

SAB, 2016 U.S. Dist. LEXIS 48557 at *41 (the court declined to award PAGA penalties after trial); *Allen v American Multi-Cinema*, Alameda County Superior Court No. RG11585502 (July 24, 2016) (no PAGA penalties awarded); *Atempa v Pama*, San Diego County Superior Court (July 31, 2015) (of PAGA penalties of \$456,133 sought, the court awarded \$197,434.00); *Driscoll v Granite Rock*, Santa Clara County Superior Court No. 1-08-cv-103426 (Sept. 20, 2011) (the court declined to award PAGA penalties); *Fleming v Covidien, Inc.*, No. ED CV10-01487 RGK (OPx) (C.D. Cal. Aug. 12, 2011) 2011 U.S. Dist. LEXIS 154590 at **8-9 (of \$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).

31. 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

1 pursue a PAGA claim arising out of events involving other employees through a PAGA
2 representative claim. *Adolph v. Uber Technologies* (2023) 14 Cal.5th 1104. Nevertheless, while
3 the arbitrable and non-arbitrable components of an action are not severed from one another, it
4 is still possible that trial courts will stay the representative/non-individual PAGA claims pending
5 arbitration of a plaintiff's individual PAGA claims and if a plaintiff is determined to not be an
6 "aggrieved employee" for PAGA purposes, issue preclusion may apply and, once reduced to a
7 final judgment, trial courts are bound by the arbitrator's determination and the plaintiff may lose
8 standing to pursue non-individual PAGA claims. *Id.* at 693.

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

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

25 34. The Parties had the opportunity to review extensive information, documents, and
26 data regarding Plaintiff's and Aggrieved Employees' employment with Defendants in an effort
27 to determine the potential value and strength of the PAGA claim. Counsel for the Parties
28 invested time reviewing and analyzing the relevant information, documents, and data, and this

1 information made it possible to calculate the potential value of the PAGA claim (as discussed
2 below). Accordingly, the Parties have conducted sufficient investigation and review of data,
3 documents, and information to be sufficiently apprised of the nature and extent of the PAGA
4 claim asserted in this lawsuit, and to enable both sides to fully evaluate the Settlement for its
5 fairness, adequacy, and reasonableness. The Parties have also considered the settlement
6 negotiations and the recommendations of the mediator Hon. Jeffrey Winikow (Ret.), who is
7 highly experienced in mediation complex labor and employment matters. The Parties have
8 agreed that this case is well-suited for settlement given the legal issues relating to the PAGA
9 claim, as well as the costs, risks, and delays to both sides that would attend further litigation.
10 The Settlement takes into account the strengths and weaknesses of each side's position and the
11 uncertainty of how the case might have concluded as litigation continued, at trial, and/or upon
12 appeal.

13 **THE VALUE OF THE PAGA CLAIM**

14 35. To assist the Court in its review and consideration of the settlement reached in the
15 above-captioned matter, a discussion of the potential and realistic value of the PAGA claim, is
16 provided below.

17 36. Plaintiff alleges that Defendants have violated the California Labor Code and
18 Industrial Welfare Commission Wage Orders, and thereby have engaged in conduct giving rise
19 to civil penalties recoverable under PAGA, by, *inter alia*, failing to properly pay all wages due,
20 failing to provide compliant meal and rest periods and associated premiums, failing to timely
21 pay wages during employment, failing to timely pay wages upon termination of employment,
22 failing to provide compliant wage statements, failing to maintain requisite payroll records, and
23 failing to reimburse necessary business expenses. Specifically, Plaintiff contends that
24 Defendants required Plaintiff and aggrieved employees to perform work duties off-the-clock
25 before clocking-in and after clocking-out of their scheduled shifts and during meal periods, and
26 to remain on premises during rest periods and perform work. Further, Plaintiff contends that
27 Defendants failed to correctly calculate the regular rate of pay for purposes of paying overtime
28 wages and meal and rest premiums. Based on Plaintiff's Counsel's investigation, the key issues

1 for the off-the-clock claims is that aggrieved employees spent several minutes on phone calls
2 and text messages. Plaintiff's Counsel's investigation, the key issues for the meal and rest break
3 claims is that aggrieved employees were required to stay on premises for meal and rest breaks
4 and experienced missed, late, short, and interrupted meal and rest breaks due to having to
5 perform job responsibilities and tasks. As a result, Plaintiff contends that Defendants did not
6 pay Plaintiff and aggrieved employees all compensation due to them, that meal and rest periods
7 were non-compliant, and that Defendants failed to properly pay premiums for all non-compliant
8 meal and rest periods. Additionally, Plaintiff alleges that Defendants intentionally and willfully
9 failed to pay Plaintiff and aggrieved employees all wages due to them while they were employed
10 by Defendants, within the time period permissible under California law, thereby triggering
11 waiting-time penalties under California Labor Code section 203. Plaintiff contends that, based
12 on the violations described herein, the wage statements provided by Defendants and the payroll
13 records kept by Defendants were inaccurate. Plaintiff contends that Defendants failed to
14 reimburse Plaintiff and the other aggrieved employees for necessary business expenses for use
15 of personal cell phones and purchase and maintenance of non-skid footwear, for work purposes.

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

1 Plaintiff's Counsel considered that it could potentially be determined that individual liability
2 issues predominate (e.g., due to purported variation in shifts, departments, job duties, and other
3 circumstances which could raise individualized questions of fact) and could pose challenges to
4 manageability and the merits of the PAGA claim.

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

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

- 18 a. Failure to Pay Overtime Wages: The potential value of civil penalties was
19 estimated to be \$499,600.00 (244 initial violations x \$50 + 4,874 subsequent
20 violations x \$100). A discount of 75% was applied to account for the risks
21 associated with Defendants' arbitration agreements and demonstrating
22 manageability (bringing the value of civil penalties closer to \$124,900.00), a
23 discount of 75% was applied to account for the risks associated with succeeding
24 on the merits and establishing liability (bringing the value of civil penalties closer
25 to \$31,225.00), and a discount of 80% was applied to account for the risks
26 associated with the Court exercising its discretion to reduce and/or assess lower
27 penalties and obtaining a recovery (bringing the value of civil penalties closer to
28 \$6,245.00).

- 1 b. Failure to Pay Minimum Wages: The potential value of civil penalties was
2 estimated to be \$1,242,900.00 (244 initial violations x \$100 + 4,874 subsequent
3 violations x \$250). A discount of 75% was applied to account for the risks
4 associated with Defendants' arbitration agreements and demonstrating
5 manageability (bringing the value of civil penalties closer to \$310,725.00), a
6 discount of 80% was applied to account for the risks associated with succeeding
7 on the merits and establishing liability (bringing the value of civil penalties closer
8 to \$62,145.00), and a discount of 80% was applied to account for the risks
9 associated with the Court exercising its discretion to reduce and/or assess lower
10 penalties and obtaining a recovery (bringing the value of civil penalties closer to
11 \$12,429.00).
- 12 c. Failure to Provide Compliant Meal Periods and Associated Premiums: The
13 potential value of civil penalties was estimated to be \$499,600.00 (244 initial
14 violations x \$50 + 4,874 subsequent violations x \$100). A discount of 75% was
15 applied to account for the risks associated with Defendants' arbitration agreements
16 and demonstrating manageability (bringing the value of civil penalties closer to
17 \$124,900.00), a discount of 75% was applied to account for the risks associated
18 with succeeding on the merits and establishing liability (bringing the value of civil
19 penalties closer to \$31,225.00), and a discount of 80% was applied to account for
20 the risks associated with the Court exercising its discretion to reduce and/or assess
21 lower penalties and obtaining a recovery (bringing the value of civil penalties
22 closer to \$6,245.00).
- 23 d. Failure to Provide Compliant Rest Periods and Associated Premiums: The
24 potential value of civil penalties was estimated to be \$499,600.00 (244 initial
25 violations x \$50 + 4,874 subsequent violations x \$100). A discount of 75% was
26 applied to account for the risks associated Defendants' arbitration agreements and
27 demonstrating manageability (bringing the value of civil penalties closer to
28 \$124,900.00), a discount of 75% was applied to account for the risks associated

1 with succeeding on the merits and establishing liability (bringing the value of civil
2 penalties closer to \$31,225.00), and a discount of 80% was applied to account for
3 the risks associated with the Court exercising its discretion to reduce and/or assess
4 lower penalties and obtaining a recovery (bringing the value of civil penalties
5 closer to \$6,245.00).

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

7 Plaintiff alleged that, as a result of the above-discussed alleged conduct,
8 Defendants failed to pay Plaintiff and the Aggrieved Employees all wages due to
9 them while they were employed by Defendants, within the time period permissible
10 under California law. These wages included, but were not limited to, minimum,
11 regular, and overtime wages and meal and rest break premium wages. However,
12 arguably, violations of this provision of the California Labor Code overlap with
13 and are already pursued as part of the allegations for the failure to pay wages and
14 provide meal and rest periods and associated premiums (which are already
15 discussed herein)—this aspect may cause a court to exercise discretion to not
16 assess separate penalties or to assess significantly reduced penalties. (Cal. Lab.
17 Code § 2699(e)(1)-(2).) Plaintiff also alleged that Defendants failed to pay
18 Plaintiff and the other Aggrieved Employees all wages due to them upon
19 termination, within the time period permissible under California Labor Code
20 sections 201 and 202. For example, Plaintiff alleged that she and other Aggrieved
21 Employees are entitled to unpaid wages arising from, *inter alia*, unpaid wages and
22 the failure to properly compensate them for all hours worked, as well as, meal and
23 rest period premiums. The potential value of civil penalties for failure to timely
24 pay wages upon termination of employment was estimated to be \$26,700.00 (267
25 violations x \$100 civil penalties). A discount of 85% was applied to account for
26 the risks associated with Defendants' arbitration agreements and demonstrating
27 manageability (bringing the value of civil penalties closer to \$4,005.00), a
28 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).

40. 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.

41. 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

1 and establishing liability, the possibility of the Court exercising its discretion to reduce and/or
2 assess lower penalties, and obtaining a recovery, brings the risk-adjusted value of civil penalties
3 closer to \$76,770.00.

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

14 **ATTORNEYS' FEES REQUESTED BY PLAINTIFF'S COUNSEL**

15 43. As set forth more fully in the accompanying Motion, Plaintiff's Counsel seeks
16 attorneys' fees in the amount of up to 35% of the Total Settlement Amount (i.e. up to
17 \$51,450.00). Pursuant to the contingency-fee agreement entered into by and between Plaintiff
18 and Plaintiff's Counsel, Plaintiff has agreed to a contingency-fee of at least forty percent (40%)
19 of the recovery. The attorneys' fees sought are commensurate with: (1) the risk that Plaintiff's
20 Counsel took in commencing the case; (2) the time, effort, and expense that Plaintiff's Counsel
21 dedicated to the case; (3) the skill and determination that Plaintiff's Counsel has shown; (4) the
22 results that Plaintiff's Counsel has achieved throughout the litigation; (5) value of the settlement
23 that Plaintiff's Counsel has achieved in the case; and (6) the other cases that Plaintiff's Counsel
24 has turned down in order to devote its time and efforts to this case.

25 44. While not necessarily required to be demonstrated because a percentage fee is
26 proper for this settlement, it should be noted that Plaintiff's Counsel has performed many
27 hours of work in connection with prosecuting this matter such that the requested attorneys'
28 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 4**” 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, as well as the specific attorneys who performed work on tasks, the time they spent performing work on the tasks, and the dates and/or date ranges that they performed the tasks. 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. Although there were additional services performed after March 12, 2025 (when the original Motion for Approval was filed), this Attorney Task and Time Chart does not include any such services and is limited only to those services that had been included in the original Attorney Task and Time Chart that was filed in support of the original Motion for Approval.

45. The attorneys identified below have worked on this case, and they have performed their work in this matter exclusively on a contingency basis.

Attorney	Title	Bar No	Years Admitted & Practicing in CA	Rate	Total Hours	Lodestar
Edwin Aiwazian	Managing Attorney & Shareholder	232943	2004 (22 years)	\$1,495	26.50	\$39,617.50
Arby Aiwazian	Shareholder	269827	2010 (16 years)	\$1,295	1.10	\$1,424.50
Joanna Ghosh	Senior Partner	272479 (CA); 518149 (NY)	2010 (CA); 2013 (NY) (16 years)	\$1,295	6.20	\$8,029.00
Elizabeth M. R-H Parker-Fawley	Senior Attorney	301592	2014 (12 years)	\$850	6.40	\$5,440.00
Vartan S. Madoyan	Senior Attorney (former)	279015	2011 (16 years)	\$850	11.40	\$9,690.00
Melissa A. LeBlanc-Mansell	Senior Attorney (former)	283080	2012 (14 years)	\$850	17.20	\$14,620.00

Tara Zabehe	Senior Attorney	314706	2017 (9 years)	\$850	1.00	\$850.00
Arman Marukyan	Mid-Level Attorney	327150	2019 (7 years)	\$725	22.00	\$15,950.00
Hagit C. Goltzer	Mid-Level Attorney	324276	2018 (8 years)	\$725	12.00	\$8,700.00
Alicia A. Brush	Mid-Level Attorney (former)	322989	2018 (8 years)	\$725	21.60	\$15,660.00
Matthew Soto	Junior Attorney (former)	353499	2023 (3 years)	\$575	15.70	\$9,027.50
Laura D. Vawter	Junior Attorney (former)	347693	2022 (4 years)	\$575	0.50	\$287.50
Giovani Pimentel-Galvan	Junior Attorney (former)	345232	2022 (4 years)	\$575	1.20	\$690.00
Samantha J. Costa	Junior Attorney (former)	346526	2022 (4 years)	\$575	23.70	\$13,627.50
Khachatur C. Ourkhan	Junior Attorney (former)	336653	2021 (5 years)	\$575	4.30	\$2,472.50
Christina E. Galajan	Junior Attorney (former)	343985	2022 (4 years)	\$575	0.90	\$517.50
Diana Karapetyan	Junior Attorney (former)	341633	2021 (5 years)	\$575	1.40	\$805.00
Total:					173.10	\$147,408.50

46. Each of the attorneys identified above performed their work in this matter exclusively on a contingency basis. Plaintiff has not been billed for, and has not paid for, any of the work performed in the instant action to date by attorneys at Lawyers for Justice, PC.

47. The billing rates for each of the attorneys listed above, who worked on this matter, are reasonable, usual, and commensurate with the individual backgrounds, training, and experience of the attorneys, in litigating complex wage-and-hour actions, and in particular, employment class actions and representative actions. These rates are the reasonable and usual hourly rates for the referenced attorneys' services in wage and hour class action cases handled by Lawyers for Justice, PC, and are commensurate with rates charged in the community by other plaintiffs-side and defense-side attorneys in this practice area. Lawyers for Justice, PC almost exclusively handles the prosecution of plaintiffs' side cases. To the best of my knowledge,

1 Lawyers for Justice, PC has not billed nor required any of its clients, who are usually workers
2 who do not have the financial means to pay a retainer or otherwise fund the prosecution or
3 litigation of their wage-and-hour cases against their current or former employers, to pay the firm
4 for the legal work performed by attorneys at the firm (and thus, has not billed any clients using
5 any hourly rates.

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

22 49. To support a request for fees, attorney declarations setting forth reasonable hourly
23 rates and the time spent on work performed on the case are considered sufficient in class action
24 and representative action cases. *Ridgeway v. Wal-Mart Stores Inc.* (N.D. Cal. 2017) 269 F. Supp.
25 3d 975, 987 ("California courts have ... approved fee awards based on declarations describing
26 the hours worked on various tasks, without providing underlying time records of the hours
27 worked and the type of work performed.") (citing *Lunada Biomedical v. Nunez* (2014) 230 Cal.
28 App. 4th 459, 487-88); *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 254-55

(declarations setting forth the reasonable hourly rate and the time spent on the case are sufficient because detailed time sheets are not required to award attorneys' fees under California law); *Cellphone Termination Fee Cases* (2010) 186 Cal.App.4th 1380 (trial court considered declarations of counsel documenting hours expended on litigation); *Consumer Privacy Cases* (2009) 175 Cal.App.4th 545, 556 (same). Under California Business and Professions Code section 6147, contemporaneous billing records are not required to be maintained to represent clients in contingency fee cases and contemporaneously billing clients is not required. *Rancho Mirage Country Club Homeowners Assn. v. Hazelbaker* (2016) 2 Cal.App.5th 252, 263 (Finding that detailed billing records are not required to support a fee award and citing *Steiny & Co. v. California Electric Supply Co.* (2000) 79 Cal.App.4th 285, 293) ("[a]n attorney's testimony as to the number of hours worked is sufficient evidence to support an award of attorney fees, even in the absence of detailed time records." (internal quotation marks omitted)); *Steiny & Co. v. California Electric Supply Co.* (2000) 79 Cal.App.4th 285, 293 ("[T]here is no legal requirement that [billing records] be offered in evidence" to support fee requests.); *Mardirossian & Associates, Inc. v. Ersoff* (2007) 153 Cal.App.4th 257, 269, 275 ("An attorney's testimony as to the number of hours worked is sufficient evidence to support an award of attorney fees[.]"); *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 64 ("[D]etailed time sheets are not required of class counsel to support fee awards" and a court may award fees based on time estimates for attorneys who do not bill a client contemporaneously.); *Court Awarded Attorneys Fees: Report of the Third Circuit Task Force*, 108 FRD 237, 246-47 (3d Cir 1985) (Noting that many plaintiffs' attorneys work through contingent fee arrangements and, therefore, do not generate actual bills or maintain contemporaneous billing records.). It is appropriate for attorneys' fees to be based on declarations and documentation that describe and summarize the work performed. *See PLCM Group, Inc. v. Drexler* (2000) 22 Cal.4th 1084, 1096, fn. 4 (such materials are adequate if they provide adequate information to reach reasonable estimates of the work described); *Margolin v. Regional Planning Comm.* (1982) 134 Cal.App.3d 999, 1007 (awarding attorneys' fees based on time estimates for attorneys who did not keep time records); *Chavez, supra*, 162 Cal.App.4th at 64; *Laffitte v. Robert Half Int'l Inc.* (2016) 1 Cal.5th 480, 505 (When

conducting lodestar crosschecks, trial courts may use counsel declarations summarizing overall time spent, rather than scrutinizing daily time sheets.); *Dover Mobile Estates v. Fiber Form Products, Inc.* (1990) 220 Cal.App.3d 1494, 1501 (discussing how pleadings and other materials in the case can be used as evidence of the actual work performed when determining if the fees are reasonable); *Fox v. Vice* (2011) 131 S.Ct. 2205, 2216 (“[T]rial courts may take into account their overall sense of a suit[] and may use estimates” regarding an attorney’s time when awarding attorneys’ fees.). The Court may refer to federal authority for guidance in awarding attorneys’ fees, and this guidance also supports a finding that the information provided to the Court is adequate. See, e.g., *Ridgeway, supra*, 269 F. Supp. 3d at 982; *Schuchardt v. Law Office of Rory W. Clark* (N.D.Cal. 2016) 314 F.R.D. 673, 690. (“[T]he Court may rely on summaries of hours worked, and contemporaneous billing records are unnecessary”); *Fischer v. SJB-P.D. Inc.* (9th Cir. 2000) 214 F.3d 1115, 1121 (“Although [the Ninth Circuit Court of Appeals has] expressed a ‘preference’ for contemporaneous records, we have never held that they are absolutely necessary[.]”

LITIGATION COSTS AND EXPENSES INCURRED BY PLAINTIFF’S COUNSEL

50. The Settlement provides for reimbursement of litigation costs and expenses of up to \$25,000.00. Plaintiff’s Counsel seeks reimbursement of \$11,370.64 for litigation costs and expenses incurred in this case, as reflected in the Case Cost Detail attached hereto as “**EXHIBIT 5.**” Additionally, Plaintiff has provide the invoice substantiating the mediation charge for this matter. A True and correct copy of the mediation invoice is attached hereto as “**EXHIBIT 6.**” 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 \$13,629.36 will be part of the Net Settlement Amount.

PLAINTIFF’S ENHANCEMENT AWARD

51. Plaintiff requests an Enhancement Award of up to the amount of Two Thousand

Dollars and Zero Cents (\$2,000.00) to Plaintiff for work done on behalf of the State of California and the Aggrieved Employees, and to recognize Plaintiff for her willingness to act as a private attorney general and to pursue the Action, which Defendants will not contest. Additionally, Plaintiff is to receive \$3,000 as a separate individual settlement as part of a bargained for release of claims which is significantly broader than that provided by the other aggrieved employees as it contains a waiver and relinquishment of rights pursuant to California Civil Code section 1542. Neither of these payments will negatively impact other Aggrieved Employees, because it was part of a bargained for release and the net settlement amount being paid to the LWDA and Aggrieved Employees has only been increased. Moreover, unlike a class action where a class representative and class members must have suffered similar violations for which they are obtaining relief, as a PAGA action the named Plaintiff must necessarily have had individual underlying claims to which a release of the PAGA claims does not resolve and therefore necessitates an individual release of claims.

52. 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 the requested Enhancement Award, in addition any individual penalties payment she will receive as an aggrieved employee.

53. The requested Enhancement Award is intended to recognize: (1) the time and effort Plaintiff expended on behalf of the State of California and Aggrieved Employees; (2) the risks Plaintiff faced as a result of bringing this action; (3) the fact that Plaintiff put the interest of the State of California and Aggrieved Employees ahead of her own; and (4) the substantial benefit conferred upon the State of California and Aggrieved Employees as a result of Plaintiff's

1 actions. During the course of this litigation, Plaintiff spent at least twenty-five (25) hours on the
2 case, including searching for documents and information regarding the claims at issue, meeting
3 with counsel, and reviewing paperwork. (See Declaration of Adriana Meza [“Meza Decl.”], ¶
4 3.) Plaintiff also actively participated in the mediation that led to the Settlement, including
5 responding to questions as they arose over the course of the mediation. (Ibid.) Plaintiff also
6 actively participated in case-related decisions, including the decision to settle this action. (Meza
7 Decl., ¶¶ 3 & 5) Plaintiff also faced and will continue to face the risk that future employers may
8 not hire her because she lent her name as the representative in this case, and Plaintiff could have
9 been liable for Defendants’ litigation costs depending on the outcome of the legal proceedings.
10 In addition, Plaintiff put the interests of the State of California and PAGA aggrieved employees
11 ahead of her own interests, litigating this matter for several years rather than accepting a quick,
12 individual settlement for herself.

13 54. Plaintiff’s Counsel submits that the Settlement fulfills the purpose of the PAGA
14 statute, is within the accepted range of recoveries for this type of litigation, and is fair,
15 reasonable, and adequate given the substantial monetary benefits provided for by the Settlement,
16 the strengths and weaknesses of this case, and the inherent delay, costs, risks, and uncertainty
17 associated with continued litigation.

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

20 Executed this 20th day of August 2026, at Glendale, California.

21 

22 _____
Daniel Bass

EXHIBIT 1

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."

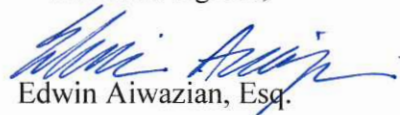
California Labor Code section 1198 provides that "The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders, including *inter alia*, Wage Orders 4-2001 and 5-2001, require that for each workday an employee 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 2

**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.

///

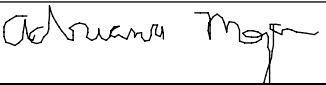
///

///

///

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

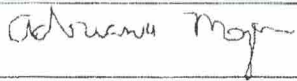
OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.

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:

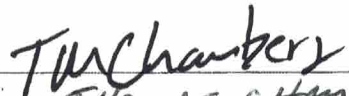
Date: 07/18/2024, 2024



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 3

**AMENDMENT NO. 1 TO PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT
AGREEMENT AND RELEASE**

This Amendment No. 1 to the Private Attorneys General Act Settlement Agreement and Release (“Amendment No. 1”) 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, on the one hand, and Valley West Post Acute, LLC and David Johnson (together, “Defendants”), on the other hand, subject to approval by the Court, pursuant to Paragraph 10 of the Private Attorneys General Act Settlement Agreement and Release fully executed on September 25, 2024 (“Original Agreement”).

The Parties hereby amend the Original Agreement as follows, other than as expressly put forth herein, the terms of the Original Agreement shall remain in full force and effect:

I. Paragraph 3(a) of the Original Agreement shall be amended to state as follows:

In consideration for Plaintiff signing this Settlement Agreement and complying with its terms, Defendants shall pay the maximum gross sum of One Hundred Forty-Seven Thousand Dollars and Zero Cents (\$147,000.00) (the “Total Settlement Amount”) to resolve the Action and Released Claims (as defined herein), which will be paid as follows:

II. Paragraph 3(a)(1) of the Original Agreement shall be amended to state as follows:

Attorneys’ fees in the amount of Forty Percent (40%) of the Total Settlement Amount, which is Fifty-Eight Thousand Eight Hundred Dollars and Zero Cents (\$58,800.00), 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.

III. Paragraph 3(a)(2) of the Original Agreement, regarding Plaintiff’s “General Release Fee,” shall be amended to state as follows:

An enhancement award of up to the amount of Two Thousand Dollars and Zero Cents (\$2,000.00) (“Enhancement Award”) to Plaintiff for work done on behalf of the State of California and the Aggrieved Employees, and to recognize Plaintiff for her willingness to act as a private attorney general and to pursue the Action, which Defendants will not contest.

IV. Paragraph 3(a)(5) of the Original Agreement shall be amended to state as follows:

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 July 17, 2025 is the “PAGA Period”. The 25% portion of the Net Settlement Amount payable to Aggrieved Employees is referred to as the “Employees’ Portion.”

///

V. Paragraph 3(c) of the Original Agreement shall be amended to state as follows:

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, Enhancement Award, 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.

VI. Paragraph 7(b) of the Original Agreement shall be amended to state as follows:

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 during the PAGA Period ("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 all Aggrieved Employees were employed 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 is individually credited with by the total aggregate number of Compensable Pay Periods all Aggrieved Employees are credited, and then (ii) multiply this amount by the Employees' Portion to arrive at each Aggrieved Employee's Individual Settlement Share.

VII. Paragraph 7(c)(4) of the Original Agreement shall be amended to state as follows:

The Individual Settlement Share checks issued to Aggrieved Employees shall remain valid for one hundred and eighty (180) 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).

VIII. Paragraph 7(f) of the Original Agreement shall be amended to state as follows:

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 Enhancement Award to Plaintiff

IX. Paragraph 8(a) of the Original Agreement shall be amended to state as follows:

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, Defendants, including Defendants' parent corporation, subsidiaries, divisions, predecessors, successors, and assigns (collectively, the "Released Parties"), to the full extent permitted by law, will be deemed to have been released and forever discharged by the State of California and the Aggrieved Employees of and from the Action and from any and all claims for civil penalties under California Labor Code section 2698, *et seq.* ("PAGA"), arising during the PAGA Period, based on the factual

allegations in the Operative Complaint and the PAGA Notice to the LWDA, 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 California 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”).

X. Paragraph 8(b) of the Original Agreement shall be amended to state as follows:

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 of the Released Claims, to the full extent permitted by law.

XI. Paragraph 9(b) of the Original Agreement shall be amended to state as follows:

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, though no such fees or costs recovery shall be enforced against any unnamed Aggrieved Employees.

XII. Attached hereto as “**Exhibit A**” is the amendments in redline to the Parties proposed Cover Letter reflecting the revisions herein and requests by the Court.

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

Date: 04/03/2026, 2026

Electronically Signed
Adriana Meza
Nintex AssureSign®
2026-04-03 23:37:38 UTC - 209.177.121.35
48d115e2-c895-44d7-9986-b421014aa91a

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

VALLEY WEST POST ACUTE, LLC

Date: _____, 2026

Name:
Title:

PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND RELEASE

DAVID JOHNSON

Date: _____, 2026

Name: _____

Title: _____

Approved as to form and content.

LAWYERS *FOR* JUSTICE, PC

Date: _____ April 6 _____, 2026



Arby Aiwarzian

Joanna Ghosh

Daniel Bass

Attorneys for Plaintiff Adriana Meza

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

Date: _____, 2026

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 Adrianna Adriana 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 Adriana 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 Adriana 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") for a Total Settlement Amount of \$147,000.

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>> July 17, 2025 ("Aggrieved Employees"). The period July 14, 2020 through <<date of approval of the Settlement>> July 17, 2025 is the "PAGA Period". After fees, costs and an Enhancement Award to Plaintiff a Net Settlement Amount of <<Net Settlement Amount>> remains to be distributed to the LWDA and the Aggrieved Employees with 75% or <<LWDA Payment>> to be paid to the LWDA and 25% or <<Employees' Portion>> to be distributed to the Aggrieved Employees.

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 were 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 <<the later date of entry of order by the Court approving the Settlement and Defendants' fully funding the Total Settlement Amount>>, 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"), arising during the PAGA Period, based on the factual allegations in the Operative Complaint and the PAGA Notice to the LWDA, 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 California 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~~180 days from the original date of issuance and mailing, and if it is not cashed, deposited, or otherwise negotiated within the ~~90~~180-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. You cannot opt out of this settlement and even if you do not cash the enclosed check, you will be subject to the release stated in the Released Claims as to the Released Parties.

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 4

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 with, Communicate with, and/or Review Communication with Plaintiff Adriana Meza (“Plaintiff Meza”) • Edwin Aiwazian (March 2021 – April 2021) – 1.20 hours • Elizabeth M. R-H Parker-Fawley (April 2021 – February 2022) – 1.70 hours • Vartan S. Madoyan (March 2024 – October 2025) – 1.50 hour • Melissa A. LeBlanc-Mansell (May 2022 – August 2023) – 1.10 hours • Arman Marukyan (February 2022 – July 2022) – 1.80 hours • Alicia A. Brush (August 2023) – 3.30 hours • Matthew R. Soto (July 2024 – March 2025) – 3.80 hours • Samantha J. Costa (January 2023 – May 2023) – 6.10 hours	20.50
Investigate, Communicate with, Interview, and/or Review Communication with Aggrieved Employees and/or Percipient Witnesses • Edwin Aiwazian (March 2021 – July 2023) – 7.10 hours • Arby Aiwazian (March 2021 – September 2021) – 1.10 hours • Elizabeth M. R-H Parker-Fawley (May 2021 – July 2021) – 1.30 hours	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, Review, and/or Revise Plaintiff’s Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. (filed on September 17, 2021) • Edwin Aiwazian (September 17, 2021) – 1.90 hour • Elizabeth M. R-H Parker-Fawley (September 16, 2021 – September 17, 2021) – 2.70 hours • Arman Marukyan (September 9, 2021) – 1.30 hours	7.80

• Khachatur C. Ourkhan (September 7, 2021) – 1.90 hours	
Review Court’s Minute Order Re: Status Conference (issued on October 5, 2021) • Edwin Aiwarzian (October 7, 2021) – 0.10 hour	0.10
Review Court’s Minute Order Re: Status Conference (issued on December 17, 2021) • Edwin Aiwarzian (December 20, 2021) – 0.10 hour	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 • Edwin Aiwarzian (December 23, 2021) – 0.90 hour • Arman Marukyan (December 23, 2021) – 0.60 hour	1.50
Review Court’s Minute Order Re: Status Conference (issued on January 14, 2022) • Arman Marukyan (January 17, 2022) – 0.10 hour	0.10
Meet and Confer with Defendants Valley West Post Acute, LLC and David Johnson’s (together, “Defendants”) Counsel, and Draft, Review, and/or Revise Joint Status Conference Statement (filed on February 17, 2022) • Arman Marukyan (February 10, 2022; February 15, 2022 – February 17, 2022) – 0.80 hour	0.80
Review Court’s Minute Order Re: Status Conference (issued on February 22, 2022) • Arman Marukyan (February 24, 2022) – 0.10 hour	0.10
Draft Plaintiff’s Notice of Posting Jury Fees (filed on May 12, 2022) • Elizabeth M.R-H Parker Fawley (May 12, 2022) – 0.10 hour	0.10
Review Court’s Minute Order Re: Status Conference (issued on May 24, 2022) • Arman Marukyan (May 24, 2022) – 0.10 hour	0.10
Meet and Confer with Defendants’ Counsel, and Draft, Review, and/or Revise Joint Status Conference Statement (filed on October 12, 2022) • Arman Marukyan (October 10, 2022 – October 12, 2022) – 0.60 hour	0.60
Review Court’s Minute Order Re: Status Conference (issued on October 13, 2022) • Arman Marukyan (October 20, 2022) – 0.10 hour	0.10

Meet and Confer with Defendants' Counsel, and Draft, Review, and/or Revise Joint Stipulation to Continue Status Conference; Proposed Order Thereon (filed on January 12, 2023) - Arman Marukyan (January 10, 2023) – 0.20 hour - Laura D. Vawter (December 19, 2022; January 10, 2023; January 12, 2023) – 0.40 hour	0.60
Review Court's Order Granting Joint Stipulation to Continue Status Conference (issued on January 13, 2023) - Arman Marukyan (January 17, 2023) – 0.10 hour - Laura D. Vawter (January 17, 2023) – 0.10 hour	0.20
Draft Plaintiff's Notice of Entry of Judgment or Order Re: Order to Continue Status Conference (filed on January 17, 2023) Arman Marukyan (January 17, 2023) – 0.10 hour	0.10
Meet and Confer with Defendants' Counsel, and Draft, Review, and/or Revise Joint Stipulation to Continue Status Conference; Proposed Order Thereon (filed on May 12, 2023) - Melissa A. LeBlanc-Mansell (May 11, 2023) – 0.10 hour - Hagit C. Goltzer (May 11, 2023) – 0.10 hour - Samantha J. Costa (May 9, 2023; May 11, 2023; May 12, 2023) – 0.30 hour	0.50
Review Court's Order Re: Stipulation to Continue Status Conference (issued on May 12, 2023) Samantha J. Costa (May 15, 2023) – 0.10 hour	0.10
Draft Plaintiff's Notice of Entry of Order Re: Order to Continue Status Conference (filed on May 15, 2023) Samantha J. Costa (May 15, 2023) – 0.10 hour	0.10
Meet and Confer with Defendants' Counsel, and Draft, Review, and/or Revise Joint Status Conference Statement and Notice of Settlement (filed on August 28, 2023) - Hagit C. Goltzer (August 25, 2023) – 0.20 hour - Samantha J. Costa (August 25, 2023; August 28, 2023) – 0.30 hour	0.50
Review Court's Notice of Case Reassignment (issued on September 5, 2023) Samantha J. Costa (September 7, 2023) – 0.10 hour	0.10

Review Court's Minute Order Re: Status Conference (issued on September 19, 2023) Giovani Pimentel-Galvan (October 3, 2023) – 0.10 hour	0.10
Meet and Confer with Defendants' Counsel, and Draft, Review, and/or Revise Joint Status Conference Statement (filed on October 13, 2023) - Joanna Ghosh (October 13, 2023) – 0.20 hour - Giovani Pimentel-Galvan (October 13, 2023) – 0.30 hour	0.50
Review Court's Minute Order Re: Status Conference (issued on October 25, 2023) Giovani Pimentel-Galvan (November 10, 2023) – 0.10 hour	0.10
Meet and Confer with Defendants' Counsel, and Draft, Review, and/or Revise Joint Status Conference Statement (filed on February 7, 2024) - Giovani Pimentel-Galvan (February 7, 2024) – 0.20 hour - Matthew R. Soto (February 6, 2024) – 0.30 hour	0.50
Review Court's Minute Order Re: Status Conference (issued on February 8, 2024) Matthew R. Soto (February 14, 2024) – 0.10 hour	0.10
Meet and Confer with Defendants' Counsel, and Draft, Review, and/or Revise Joint Status Conference Statement (filed on May 22, 2024) - Vartan S. Madoyan (May 21, 2022) – 0.20 hour - Matthew R. Soto (May 22, 2024) – 0.30 hour	0.50
Review Court's Minute Order Re: Status Conference (issued on May 23, 2024) Matthew R. Soto (May 27, 2024) – 0.10 hour	0.10
Meet and Confer with Defendants' Counsel, and Draft, Review, and/or Revise Joint Status Conference Statement (filed on August 28, 2024) - Tara Zabehi (August 27, 2024) – 0.20 hour - Matthew R. Soto (August 26, 2024; August 28, 2024) – 0.30 hour	0.50
Appearances	
Prepare for and Telephonically Attend Case Management Conference (May 20, 2022) Arman Marukyan (May 20, 2022) – 0.80 hour	0.80

Discovery and Deposition	
Draft, Review, and/or Revise Letter to Defendants Re: Request for Personnel File, Pay Stubs, and Time Records for Plaintiff Adriana Meza (served on April 14, 2021) Edwin Aiwarzian (March 21, 2021; April 14, 2021) – 1.90 hours	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) Edwin Aiwarzian (May 13, 2021) – 2.50 hours	2.50
Draft, Review, and/or Revise 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) Arman Marukyan (February 15, 2022) – 1.10 hours	1.10
Draft, Review, and/or Revise 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) Arman Marukyan (February 15, 2022) – 1.50 hours	1.50
Draft, Review, and/or Revise 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) Arman Marukyan (February 15, 2022) – 4.50 hours	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) Arman Marukyan (March 11, 2022) – 1.10 hours	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) Arman Marukyan (March 11, 2022) – 1.70 hours	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) Arman Marukyan (March 16, 2022) – 3.50 hours	3.50
Letters and Correspondence	
Draft, Review, and/or Revise 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) - Edwin Aiwazian (July 13, 2021; July 14, 2021) – 2.10 hours - Khachatur C. Ourkhan (July 13, 2021) – 2.40 hours	4.50
Draft Correspondence to, Meet and Confer with, Respond to Correspondence from, and/or Review Correspondence with Defendants’ Counsel - Edwin Aiwazian (April 2021 – October 2023) – 1.90 hours - Joanna Ghosh (September 2023 – December 2025) – 1.70 hours - Elizabeth M.R-H Parker Fawley (December 2021 – February 2022) – 0.60 hour - Tara Zabehe (August 2024 – December 2025) – 0.80 hour - Vartan S. Madoyan (March 2024 – March 2025) – 1.20 hours - Arman Marukyan (February 2021 – May 2023) – 1.90 hours - Alicia A. Brush (May 2023 – August 2023) – 0.90 hour - Melissa A. LeBlanc-Mansell (May 2022 – August 2023) – 1.10 hours - Matthew R. Soto (March 2024 – March 2025) – 2.10 hours - Samantha J. Costa (January 2023 – August 2023) – 4.30 hours - Diana Karapetyan (February 2022 – May 2022) – 1.40 hours - Giovani Pimental-Galvan (October 2023 – February 2024) – 0.50 hour - Christina E. Galajan (October 2022 – June 2023) – 0.90 hour	19.30
Mediation/Settlement	
Review and Analyze Information, Data, and Documents Obtained from Plaintiff, Defendants, and Other Sources Prior to Mediation Edwin Aiwazian (May 2023 – August 2023) – 3.30 hours	24.60

• Melissa A. LeBlanc-Mansell (May 2023 – August 2023) – 3.30 hours • Hagit C. Goltzer (May 2023 – August 2023) – 6.60 hours • Alicia A. Brush (May 2023 – August 2023) – 4.30 hours • Samantha J. Costa (May 2023 – August 2023) – 7.10 hours	
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) • Edwin Aiwarzian (June 2023 – August 2023) – 3.20 hours • Melissa A. LeBlanc-Mansell (June 2023 – August 2023) – 1.30 hour • Hagit C. Goltzer (June 2023 – August 2023) – 5.10 hours • Alicia A. Brush (June 2023 – August 2023) – 4.60 hours • Samantha J. Costa (June 2023 – August 2023) – 5.30 hours	19.50
Attend Mediation Session (August 11, 2023; Zoom Video Conference) • Melissa A. LeBlanc-Mansell (August 11, 2023) – 7.40 hours • Alicia A. Brush (August 11, 2023) – 8.10 hours	15.50
Review, Analyze, and Accept Mediator’s Proposal • Edwin Aiwarzian (August 11, 2023) – 0.30 hour • Alicia A. Brush (August 11, 2023) – 0.40 hour • Melissa A. LeBlanc-Mansell (August 11, 2023) – 0.40 hour	1.10
Draft, Review, Revise, Negotiate, and Finalize Private Attorneys General Act Settlement Agreement and Release (executed on September 27, 2024) and Cover Letter • Joanna Ghosh (March 5, 2024) – 1.80 hours • Vartan S. Madoyan (May 20, 2024) – 1.30 hours • Melissa A. LeBlanc-Mansell (August 22, 2023) – 2.50 hours • Matthew R. Soto (April 25, 2024; May 20, 2024; July 3, 2024) – 0.90 hour	6.50

Law and Motion	
Research, Draft, Review, and/or Revise 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 (filed on March 12, 2025) • Joanna Ghosh (March 9, 2025) – 2.50 hours • Vartan S. Madoyan (January 24, 2025; March 6, 2025; March 12, 2025) – 7.20 hours • Matthew R. Soto (August 2024 – March 2025) – 7.80 hours	17.50
Total Hours:	173.10

EXHIBIT 5

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>
7/14/2021	Labor & Workforce Development Agency	PAGA Filing Fee	\$75.00
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
2/16/2022	General Logistics Systems US, Inc.	Courier Service	\$21.08
2/17/2022	One Legal	Attorney Service	\$14.67
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
10/13/2023	Legal Document Server, Inc.	Attorney Service	\$14.20
2/7/2024	Legal Document Server, Inc.	Attorney Service	\$14.20
5/22/2024	Legal Document Server, Inc.	Attorney Service	\$14.20
Total:			<u>\$11,370.64</u>

EXHIBIT 6

Date	Invoice Number	Comment	Amount	Discount Amount	1715 Net Amount
12/21/2022	2674	Meza v. Valley West Care Center	9,000.00	0.00	9,000.00

Check: 001715 12/22/2022 Winikow Mediation Check Total: 9,000.00

ORIGINAL DOCUMENT PRINTED ON CHEMICAL REACTIVE PAPER WITH MICROPRINTED BORDER

Lawyers For Justice, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203



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877-770-BANC(2262) www.banccal.com

001715

NUMBER

90-4377/1222

1715

*NINE THOUSAND AND XX / 100

DATE AMOUNT
12/22/2022 *****9,000.00*

PAY TO THE ORDER OF
Winikow Mediation
c/o Jeffrey K. Winikow
1658 Comstock Ave.
Los Angeles, CA 90024

1WINMED



Arment

SAFEGUARD SECUR
SAFEGUARD SECUR

⑈001715⑈

Date	Invoice Number	Comment	Amount	Discount Amount	1715 Net Amount
12/21/2022	2674	Meza v. Valley West Care Center	9,000.00	0.00	9,000.00

15357

Check: 001715 12/22/2022 Winikow Mediation Check Total: 9,000.00

Winikow Mediation

1658 Comstock Ave.
Los Angeles, CA 90024
310-780-1708
laura@winikowmediation.com

INVOICE

BILL TO
Edwin Aiwazian
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203

INVOICE	2674
DATE	12/21/2022
TERMS	Net 30
DUE DATE	01/20/2023

Meza v. Valley West Care Center, et al.
Meza portion of mediation fee 3/16/23

AMOUNT

9,000.00

Payment may be made by paper check sent to
1658 Comstock Ave., Los Angeles, CA 90024 OR by
electronic check via invoice link

BALANCE DUE

\$9,000.00