

NOTE: This cover sheet is to be used to electronically file and submit to the court a proposed order. The proposed order sent electronically to the court must be in PDF format and must be attached to this cover sheet. In addition, a version of the proposed order in an editable word-processing format must be sent to the court at the same time as this cover sheet and the attached proposed order in PDF format are filed.

1. Name of the party submitting the proposed order:
Plaintiff Adriana Meza
2. Title of the proposed order:
[Proposed] Order and Judgment Granting Approval of Private Attorneys General Act (Cal. Labor Code § 2698, Et Seq.) Settlement Agreement and Award of Attorneys' Fees and Costs, General Release Fee, and Settlement Administration Costs
3. The proceeding to which the proposed order relates is:
 - a. Description of proceeding: Plaintiff's Motion for Approval of PAGA Settlement
 - b. Date and time: November 19, 2026 at 2:00 p.m.
 - c. Place: Orange County Superior Court, Dept. CX105
4. The proposed order was served on the other parties in the case.

(TYPE OR PRINT NAME)

► Dan W.

(SIGNATURE OF PARTY OR ATTORNEY)

CASE NAME:

Adriana Meza v. Valley West Care Center, et al.

CASE NUMBER:

30-2021-01222125-CU-OE-CXC

**PROOF OF ELECTRONIC SERVICE
PROPOSED ORDER**

1. I am at least 18 years old and **not a party to this action**.

a. My residence or business address is (*specify*):

PLEASE SEE SEPARATE PROOF OF SERVICE FILED CONCURRENTLY.

b. My electronic service address is (*specify*):

2. I electronically served the *Proposed Order (Cover Sheet)* with a proposed order in PDF format attached, and a proposed order in an editable word-processing format as follows:

a. On (*name of person served*) (*If the person served is an attorney, the party or parties represented should also be stated.*):

b. To (*electronic service address of person served*):

c. On (*date*):

☐ Electronic service of the *Proposed Order (Cover Sheet)* with the attached proposed order in PDF format and service of the proposed order in an editable word-processing format on additional persons are described in an attachment.

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

Date: August 20, 2026

Isabel Yang

(TYPE OR PRINT NAME OF DECLARANT)



(SIGNATURE OF DECLARANT)

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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;
DAVID JOHNSON, an individual; and DOES 2
through 100, inclusive,

Defendants.

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

Honorable Melissa R. McCormick
Department CX-105

**[PROPOSED] ORDER AND JUDGMENT
GRANTING APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT (CAL. LABOR
CODE § 2698, *ET SEQ.*) SETTLEMENT
AGREEMENT AND AWARD OF
ATTORNEYS' FEES AND COSTS,
ENHANCEMENT AWARD, AND
SETTLEMENT ADMINISTRATION COSTS**

Reservation ID: 74933352
Date: November 19, 2026
Time: 2:00 p.m.
Department: CX-105

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

1 This matter has come before the Honorable Melissa R. McCormick in Department CX-105 of the
2 Superior Court of the State of California, for the County of Orange, on November 19, 2026 at 2:00 p.m., on
3 Plaintiff Adriana Meza’s (“Plaintiff”) Renewed Motion for Approval of Private Attorneys General Act (Cal.
4 Labor Code § 2698, *Et Seq.*) Settlement Agreement and Award of Attorneys’ Fees and Costs, Enhancement
5 Award, and Settlement Administration Costs (“Motion for Approval of Settlement”). Lawyers *for* Justice,
6 PC appeared for Plaintiff and Ogletree, Deakins, Nash, Smoak & Stewart, P.C., appeared for Defendants
7 Valley West Post Acute, LLC and David Johnson (together, the “Defendants”).

8 On or around September 27, 2024, Plaintiff and Defendants (together, the “Parties”) executed the
9 Private Attorneys General Act Settlement Agreement and Release (“Original Agreement”) attached hereto
10 as “**Exhibit C**”.

11 Parties negotiated the Amendment No. 1 to Private Attorneys General Act Settlement Agreement
12 and Release (“Amendment”) (together with the Original Agreement, “Settlement,” “Settlement Agreement,”
13 or “Agreement”) attached hereto as “**Exhibit D**.”

14 The Court has reviewed and considered (1) the Motion for Approval of Settlement and supplemental
15 briefing thereon, (2) the Declarations of Plaintiff’s Counsel Daniel Bass, Plaintiff Adriana Meza, and the
16 proposed PAGA Administrator, and (3) the Settlement Agreement.

17 Having duly considered the Parties’ papers and oral argument, and good cause appearing,

18 **IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:**

19 1. The Motion for Approval of Settlement is granted.
20 2. All terms used herein shall have the same meaning defined in the Settlement Agreement.
21 3. Unless otherwise specified, all citations and references to the Private Attorneys General Act
22 of 2004, California Labor Code § 2698, *et seq.* (“PAGA”) are to the version of the statute prior to the recent
23 amendment effective July 1, 2024; the amended statute does not apply to the above-captioned action and the
24 Settlement pursuant to California Labor Code § 2699(v)(1), as amended, because the above-captioned action
25 was filed prior to June 19, 2024.

26 4. The Court finds that Plaintiff has satisfied the prerequisites under PAGA, including, and not
27 limited to, providing the California Labor and Workforce Development Agency (“LWDA”) and Defendants
28 with notice of the specific provisions of the California Labor Code alleged to have been violated, including,

1 and not limited to, the facts and theories to support the alleged violations, in conformity with California
2 Labor Code § 2699.3(a).

3 5. The Court also finds that the Settlement Agreement has been submitted to the LWDA in
4 conformity with California Labor Code § 2699(l)(2) and that the LWDA has not sought to intervene or
5 appear in the above-captioned action (the “Action”).

6 6. The Settlement pertains to the following aggrieved employees:

7 All current and former hourly-paid or non-exempt employees who were employed by any of the
8 Defendants within the State of California during the PAGA Period. (“Aggrieved Employee(s)”).

9 7. The Court finds that the Parties reached the Settlement as a result of arm’s-length
10 negotiations.

11 8. Pursuant to California Labor Code § 2699(l)(2), the Court has reviewed the sum allocated
12 for payment of penalties under PAGA (“Net Settlement Amount”), and determines that it is fair, just,
13 reasonable, and adequate. The Court hereby approves the Net Settlement Amount. The Net Settlement
14 Amount shall be the Total Settlement Amount less the approved Attorneys’ Fees and Costs to Lawyers *for*
15 Justice, PC (“Plaintiff’s Counsel”), General Release Fee to Plaintiff, and Settlement Administration Costs
16 to ILYM Group, Inc. (the “PAGA Settlement Administrator”). Seventy-five percent (75%) of the Net
17 Settlement Amount shall be distributed to the LWDA (“LWDA Payment”) and twenty-five percent (25%)
18 of the Net Settlement Amount shall be distributed to the Aggrieved Employees (“Employees’ Portion”) in
19 accordance with this Order and Judgment and the Settlement Agreement. The Total Settlement Amount is
20 \$147,000.00, however, pursuant to Section 3(b) of the Settlement Agreement, if
21 the actual number of Compensable Pay Periods during the PAGA Period is more than ten percent (10%)
22 above 4,200 the Total Settlement Amount will be increased by the percentage that the actual number exceeds
23 4,620 Compensable Pay Periods.

24 9. The Court has considered the Settlement and the monetary allocations provided thereby, and
25 finds that they are fair, just, reasonable, and adequate. The Court hereby directs the PAGA Settlement
26 Administrator to administer the Settlement and to make the payments as provided for by, and consistent
27 with, this Order and Judgment and the Settlement Agreement.

28 ///

1 10. The Court approves Plaintiff's Counsel to serve as PAGA counsel and the payment of
2 \$51,450.00 to Plaintiff's Counsel for attorneys' fees. This amount shall be paid from the Total Settlement
3 Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

4 11. The Court approves the payment of \$11,730.64 to Plaintiff's Counsel for reimbursement of
5 litigation costs and expenses incurred in the Action. This amount shall be paid from the Total Settlement
6 Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

7 12. The Court approves payment in the amount of \$2,000.00 to Plaintiff Adriana Meza for her
8 Enhancement Award. This amount shall be paid from the Total Settlement Amount and shall be disbursed
9 in accordance with this Order and Judgment and the Settlement Agreement.

10 13. The Court approves ILYM Group, Inc. ("ILYM") to serve as the Settlement Administrator
11 and approves payment in the amount of \$5,000.00 to ILYM for payment of costs and expenses of
12 administration of the Settlement ("Settlement Administration Costs"). This amount shall be paid from the
13 Total Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the
14 Settlement Agreement.

15 14. The court orders the Parties and the Settlement Administrator to administer the settlement in
16 accordance with the terms of the Settlement Agreement.

17 15. The Court further finds that notice of the Settlement need not be provided to the Aggrieved
18 Employees; however, the Court approves the Cover Letter, attached hereto as "**EXHIBIT A**," and the
19 Spanish translation thereof attached hereto as "**Exhibit B**." The PAGA Settlement Administrator shall
20 distribute the Cover Letter and Spanish translation to the Aggrieved Employees at the same time that it
21 distributes payments to Aggrieved Employees for their share of the Employees' Portion ("Individual
22 Settlement Share(s)").

23 16. Within twenty-one (21) calendar days after the date of this Order and Judgment, Defendants
24 will provide the PAGA Settlement Administrator with the Aggrieved Employee List, in accordance with
25 this Order and Judgment and the Settlement Agreement.

26 17. Within twenty-one (21) calendar days of the date of this Order and Judgment, Defendants
27 shall deposit the Total Settlement Amount into a qualified settlement account established, by the PAGA
28

Settlement Administrator for administration of the Settlement in accordance with this Order and Judgment and the Settlement Agreement.

18. No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employee List and the Total Settlement Amount, the PAGA Settlement Administrator shall distribute the LWDA Payment to the LWDA, Individual Settlement Share checks and Cover Letters to all Aggrieved Employees (together, the “PAGA Settlement Package(s)”), the General Release Fee to Plaintiff, the Settlement Administration Costs to itself (only after the PAGA Settlement Packages have been mailed to all Aggrieved Employees), the Attorneys’ Fees and Costs to Plaintiff’s Counsel (unless instructed otherwise by Plaintiff’s Counsel), as provided for by this Order and Judgment and the Settlement Agreement.

19. The Individual Settlement Share checks issued to Aggrieved Employees shall remain valid and negotiable for one hundred and eighty (180) calendar days, and thereafter, shall be canceled. Funds associated with such canceled checks shall be transmitted by the PAGA Settlement Administrator to the California State Controller’s Office Unclaimed Property Division, in the name of each Aggrieved Employee whose check is canceled and in the amount(s) of their respective Individual Settlement Share(s).

20. Aggrieved Employees shall not have the right to opt out of or object to the Settlement. Upon the date of entry of this Order and Judgment and full funding of the Total Settlement Amount, and except as to the rights and obligations created by the Settlement Agreement, Plaintiff, on behalf of herself and as a private attorney general acting on behalf of State of California with respect to Aggrieved Employees, will be deemed to have knowingly and voluntarily released and forever discharged Released Parties, to the full extent permitted by law, of and from the Action and from the Released Claims.

21. “Released Parties” means Defendants, including Defendants’ parent corporation, subsidiaries, divisions, predecessors, successors and assigns.

22. “Released Claims” means 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

1 employment, failure to timely pay wages upon termination, failure to provide compliant and accurate wage
2 statements, failure to maintain complete and accurate payroll records, failure to reimburse necessary
3 business-related expenses and costs, and failure to provide requisite written notice of certain information
4 required by California Labor Code section 2810.5, in violation of California Labor Code sections 201, 202,
5 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, 2810.5
6 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders, 4-2001 and 5-2001.

7 23. "PAGA Period" means the period from July 14, 2020 through July 17, 2025.

8 24. Though no individualized notice of this Order and Judgment is required to be provided to the
9 Aggrieved Employees, the Settlement Administrator shall post this Order and Judgment to its website for a
10 minimum of 180 days. Additionally, this Order and Judgment shall be submitted to the LWDA through the
11 online system established for the filing of notices and documents, in conformity with California Labor Code
12 § 2699(1)(3).

13 25. A Final Accounting Hearing shall be held on September 20, 2027
14 or _____, 2027 at 9:00 a.m. a in Department CX105. Plaintiff's Counsel shall submit
15 a final report from the Settlement Administrator regarding the status of the settlement administration,
16 including the actual amounts paid to the aggrieved employees and the other amounts distributed under the
17 settlement, including any uncashed checks by no later than nine (9) Court days prior to the Final Accounting
18 Hearing.

19 26. Without affecting the finality of this Order and Judgment, the Court shall retain continuing
20 jurisdiction over this Action and the Parties, and over all matters pertaining to the implementation and
21 enforcement of the terms of the Settlement Agreement pursuant to the Civil Procedure section 664.6. Except
22 as provided to the contrary herein, any disputes or controversies arising with or with respect to the
23 interpretation, enforcement, or implementation of the Settlement Agreement shall be presented to the Court
24 for resolution

25
26
27 Date: _____

28 _____
Honorable Melissa R. McCormick
Judge of the Superior Court

EXHIBIT A

Exhibit A

<<Mailing Date>>

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

Re: Settlement Payment from *Andriana 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 *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 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 July 17, 2025 (“Aggrieved Employees”). The period July 14, 2020 through 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, subsidiaries, divisions, predecessors, successors and assigns.

“Released Claims” means 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.

The enclosed check is valid for 180 days from the original date of issuance and mailing, and if it is not cashed,

EXHIBIT A – COVER LETTER

deposited, or otherwise negotiated within the 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 B

Prueba A

<<Fecha de envío>>

Para: <<Primer nombre>><<Apellido>>
<<Dirección de calle>>
<<Ciudad>> <<Estado>> <<CP>>

Re: Pago del Acuerdo de *Andriana Meza vs. Valley West Care Center, y los demás.*, Caso no. 30-2021-01222125-CU-OE-CXC del Tribunal Superior del Condado de Orange.

Estimado/a <<Primer nombre>><<Apellido>>:

Por favor, adjunto encontrará un cheque por la cantidad de <<monto del pago>> ("Parte Individual del Acuerdo"). Este cheque es su pago del acuerdo en la demanda titulada *Adriana Meza v. Valley West Care Center, y los demás*, Caso no. 30-2021-01222125-CU-OE-CXC ("Demanda") Tribunal Superior del Condado de Orange.

La demanda fue presentada el 17 de septiembre de 2021 por Adriana Meza ("Demandante") contra su antiguo empleador, en nombre del Estado de California, con respecto a ella misma y otros empleados presuntamente agraviados, para buscar la recuperación de sanciones civiles de conformidad con la Ley General de Fiscales Privados de 2004, la sección 2698 y siguientes del Código Laboral de California ("PAGA"), por múltiples presuntas violaciones del Código Laboral de California y las Órdenes Salariales de la Comisión de Bienestar Industrial, incluyendo, entre otras cosas, por no pagar adecuadamente los salarios mínimos y las horas extras; no proporcionar períodos de alimentación y descanso conformes a la ley, ni las primas asociadas; no pagar salarios durante el empleo y al momento de terminar la relación laboral; no proporcionar declaraciones de pago conformes a la ley, no mantener los registros de nómina requeridos, no reembolsar los gastos comerciales y no proporcionar el aviso escrito obligatorio de cierta información requerida por la sección 2810.5 del Código Laboral. Antes de presentar la demanda, el 14 de julio de 2021, la Demandante presentó una carta a la Agencia de Desarrollo Laboral y de la Fuerza Laboral de California ("LWDA"), de conformidad con PAGA, para notificar su intención de solicitar sanciones civiles bajo PAGA por las presuntas violaciones del Demandado de las secciones 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802 y 2810.5 del Código Laboral de California y las Órdenes Salariales de la Comisión de Bienestar Industrial, incluidas, entre otras, las Órdenes Salariales 4-2001 y 5-2001, iniciando así el Caso LWDA número LWDA-CM-837969-21 de la LWDA. (el "Aviso PAGA").

El Demandado niega todos los alegatos de la Demandante, y niega cualquier violación de ningún tipo asociada con los alegatos de la Demandante.

Se llegó a un acuerdo entre la Demandante y los Demandados Valley West Post Acute, LLC y David Johnson (en adelante, los "Demandados") por un monto total de **\$147.000**.

El << Fecha>>, el acuerdo fue aprobado por el Tribunal, con una parte a ser pagada a la LWDA, y otra parte a todos los empleados actuales y anteriores pagados por hora o no exentos de los Demandados en el Estado de California durante el período del **14 de julio de 2020 al 17 de julio de 2025** ("Empleados Agraviados"). El período del **14 de julio de 2020 al 17 de julio de 2025** es el "Período PAGA". Después de los honorarios, los costos y una indemnización adicional para la Demandante, queda un monto neto de acuerdo de <<Monto Neto del Acuerdo>> que se distribuirá a la LWDA y a los Empleados Afectados, con el 75% o <<Pago de la LWDA>> a pagar a la LWDA y el 25% o <<Porción de los Empleados>> que se distribuirá a los Empleados Agraviados.

Usted recibe una parte del acuerdo (la Parte Individual del Acuerdo adjunta) por haber sido identificado/a como Empleado Agraviado. Su Parte Individual del Acuerdo se basa en el número total de períodos de pago que usted trabajó para el Demandado en California durante el Período PAGA. La Parte Individual del Acuerdo se considera el 100% de las multas, las cuales se declararán en el Formulario 1099 del IRS. Usted es responsable del pago de todos los impuestos que puedan corresponderle como resultado de cualquier pago que reciba en virtud del acuerdo y debe consultar con un asesor fiscal sobre las consecuencias tributarias de dicho pago.

Según el acuerdo, a partir de <<la fecha posterior de emisión de la orden del Tribunal que aprueba el Acuerdo y el financiamiento total por parte de los Demandados del Monto Total del Acuerdo>>, las Partes Exoneradas quedaron totalmente liberadas y eximidas para siempre de todas y cada una de las Reclamaciones Exoneradas.

"Partes Exoneradas" se refiere al Demandado, incluyendo la empresa matriz del Demandado, sus subsidiarias, divisiones, predecesores, sucesores y cesionarios.

"Reclamaciones Exoneradas" significa todas y cada una de las reclamaciones de sanciones civiles conforme a la sección 2698 y siguientes del Código Laboral de California. ("PAGA"), que surja durante el Período PAGA, con base en los alegatos de hecho en la Demanda Operativa y el Aviso PAGA a la LWDA, incluyendo, entre otros, por no pagar salarios mínimos, regulares y de horas extras; no proporcionar períodos de alimentación conformes a la ley y las primas asociadas; no proporcionar períodos de descanso conformes a la ley y las primas asociadas; no pagar salarios a tiempo durante el empleo; no pagar salarios a tiempo al momento de terminar la relación laboral; no proporcionar declaraciones salariales y precisas y conformes a la ley; no mantener registros de nómina completos y precisos; no reembolsar los gastos y costos necesarios relacionados con el negocio; y no proporcionar el aviso escrito obligatorio requerido de cierta información requerida por la sección 2810.5 del Código Laboral de California, en violación de las secciones 201,

PRUEBA A – CARTA DE PRESENTACIÓN

202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197 del Código Laboral de California, 1197.1, 1198, 2800, 2802, 2810.5 y las Ordenes Salariales de la Comisión de Bienestar Industrial, incluidas, entre otras, las Ordenes Salariales 4-2001 y 5-2001.

El cheque adjunto tiene una validez de 180 días a partir de la fecha original de emisión y envío, y si no se cobra, deposita o negocia dentro de este plazo, se cancelará y los fondos correspondientes se transferirán a la División de Bienes No Reclamados de la Oficina del Contralor Estatal a su nombre y por el monto que le corresponde de su parte Individual en el Acuerdo. Usted no puede excluirse de este acuerdo, e incluso si no cobra el cheque adjunto, estará sujeto/a a la exoneración de responsabilidad establecida en las Reclamaciones Exoneradas con respecto a las Partes Exoneradas.

No llame ni escriba al Tribunal, a la Secretaría del Tribunal, a los Demandados ni a sus abogados para hacer preguntas sobre el acuerdo o sobre asuntos fiscales. Si tiene alguna pregunta de este tipo, puede comunicarse con [Administrador del Acuerdo PAGA] al [número de teléfono gratuito].

EXHIBIT C

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

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

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

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

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

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

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

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

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

3. **Consideration.**

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

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

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

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

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

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

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

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

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

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

5. **Disbursal of Settlement Funds.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. Governing Law and Interpretation.

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

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

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

11. **Miscellaneous.**

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

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

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

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

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

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

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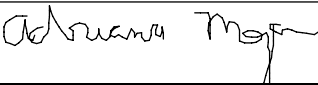
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IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date set forth below:

Date: 07/18/2024, 2024

Electronically Signed:  2024-07-18 19:52:52 UTC - 207.171.48.193
Nintex AssureSign® 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 Aiwarzian
Joanna Ghosh
Matthew Soto
Attorneys for Plaintiff Adriana Meza

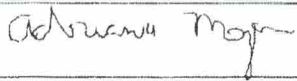
OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.

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:

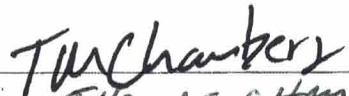
Date: 07/18/2024, 2024



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 D

**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-c895-44b7-9986-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,

EXHIBIT A – COVER LETTER

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]**.