

ATTORNEY OR PARTY WITHOUT ATTORNEY: STATE BAR NO.: 279015 NAME: Vartan Madoyan FIRM NAME: Lawyers for Justice, PC STREET ADDRESS: 450 North Brand Blvd., Suite 900 CITY: Glendale STATE: CA ZIP CODE: 91203 TELEPHONE NO.: (818) 265-1020 FAX NO.: (818) 265-1021 E-MAIL ADDRESS: vartan@calljustice.com ATTORNEY FOR (name): Adriana Meza	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE STREET ADDRESS: 751 West Santa Ana Blvd. MAILING ADDRESS: CITY AND ZIP CODE: Santa Ana, 92701 BRANCH NAME: Civil Complex Center	
PLAINTIFF/PETITIONER: Adriana Meza DEFENDANT/RESPONDENT: Valley West Care Center, et al. OTHER:	CASE NUMBER: 30-2021-01222125-CU-OE-CXC
PROPOSED ORDER (COVER SHEET)	JUDICIAL OFFICER: Melissa R. McCormick DEPT: CX104

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

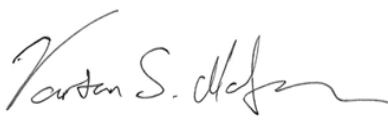
3. The proceeding to which the proposed order relates is:

- a. Description of proceeding: Plaintiff's Motion for Approval of Private Attorneys General Act Settlement
- b. Date and time: July 17, 2025 at 2:00 p.m.
- c. Place: Orange County Superior Court, Dept. CX104

4. The proposed order was served on the other parties in the case.

Vartan Madoyan

(TYPE OR PRINT NAME)



(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 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:

Isabel Yang

(TYPE OR PRINT NAME OF DECLARANT)



(SIGNATURE OF DECLARANT)

Edwin Aiwazian (SBN 232943)
Joanna Ghosh (SBN 272479)
Vartan S. Madoyan (SBN 279015)
Matthew Richard Soto (SBN 353499)
LAWYERS for JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff

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

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

Plaintiff,

vs.

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

Defendants.

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

Honorable Melissa R. McCormick
Department CX-104

**[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**

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

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

**[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**

1 This matter has come before the Honorable Melissa R. McCormick in Department CX-104 of the
2 Superior Court of the State of California, for the County of Orange, on July 17, 2025 at 2:00 p.m., on Plaintiff
3 Adriana Meza’s (“Plaintiff”) Motion for Approval of Private Attorneys General Act (Cal. Labor Code §
4 2698, *Et Seq.*) Settlement Agreement and Award of Attorneys’ Fees and Costs, General Release Fee, and
5 Settlement Administration Costs (“Motion for Approval of Settlement”). Lawyers *for* Justice, PC appeared
6 for Plaintiff and Ogletree, Deakins, Nash, Smoak & Stewart, P.C., appeared for Defendants Valley West
7 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 (“Settlement,” “Settlement Agreement,”
10 or “Agreement”).

11 The Court has reviewed and considered (1) the Motion for Approval of Settlement, (2) the
12 Declarations of Plaintiff’s Counsel Vartan Madoyan and Plaintiff Adriana Meza, and (3) the Settlement
13 Agreement.

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

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

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

23 4. The Court finds that Plaintiff has satisfied the prerequisites under PAGA, including, and not
24 limited to, providing the California Labor and Workforce Development Agency (“LWDA”) and Defendants
25 with notice of the specific provisions of the California Labor Code alleged to have been violated, including,
26 and not limited to, the facts and theories to support the alleged violations, in conformity with California
27 Labor Code § 2699.3(a).

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

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

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

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

9 8. Pursuant to California Labor Code § 2699(l)(2), the Court has reviewed the sum allocated
10 for payment of penalties under PAGA (“Net Settlement Amount”), and determines that it is fair, just,
11 reasonable, and adequate. The Court hereby approves the Net Settlement Amount. The Net Settlement
12 Amount shall be the Total Settlement Amount less the approved Attorneys’ Fees and Costs to Lawyers *for*
13 Justice, PC (“Plaintiff’s Counsel”), General Release Fee to Plaintiff, and Settlement Administration Costs
14 to ILYM Group, Inc. (the “PAGA Settlement Administrator”). Seventy-five percent (75%) of the Net
15 Settlement Amount shall be distributed to the LWDA (“LWDA Payment”) and twenty-five percent (25%)
16 of the Net Settlement Amount shall be distributed to the Aggrieved Employees (“Employees’ Portion”) in
17 accordance with this Order and Judgment and the Settlement Agreement. The Total Settlement Amount is
18 \$150,000.00, however, pursuant to Section 3(b) of the Settlement Agreement, if
19 the actual number of Compensable Pay Periods during the PAGA Period is more than ten percent (10%)
20 above 4,200 the Total Settlement Amount will be increased by the percentage that the actual number exceeds
21 4,620 Compensable Pay Periods.

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

26 10. The Court approves the payment of \$52,500.00 to Plaintiff’s Counsel for attorneys’ fees.
27 This amount shall be paid from the Total Settlement Amount and shall be disbursed in accordance with this
28 Order and Judgment and the Settlement Agreement.

///

1 11. The Court approves the payment of \$11,475.14 to Plaintiff's Counsel for reimbursement of
2 litigation costs and expenses incurred in the Action. 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 12. The Court approves payment in the amount of \$5,000.00 to Plaintiff Adriana Meza for her
5 General Release Fee. This amount shall be paid from the Total Settlement Amount and shall be disbursed
6 in accordance with this Order and Judgment and the Settlement Agreement.

7 13. The Court approves payment up to the amount of \$4,250.00 to ILYM Group, Inc. for payment
8 of costs and expenses of administration of the Settlement ("Settlement Administration Costs"). This amount
9 shall be paid from the Total Settlement Amount and shall be disbursed in accordance with this Order and
10 Judgment and the Settlement Agreement.

11 14. The Parties are directed to perform in accordance with the terms set forth in this Order and
12 Judgment and the Settlement Agreement.

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

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

21 17. Within twenty-one (21) calendar days of the date of this Order and Judgment, Defendants
22 shall deposit the Total Settlement Amount into a qualified settlement account established, by the PAGA
23 Settlement Administrator for administration of the Settlement in accordance with this Order and Judgment
24 and the Settlement Agreement.

25 18. No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives
26 the Aggrieved Employee List and the Total Settlement Amount, the PAGA Settlement Administrator shall
27 distribute the LWDA Payment to the LWDA, Individual Settlement Share checks and Cover Letters to all
28 Aggrieved Employees (together, the "PAGA Settlement Package(s)"), the General Release Fee to Plaintiff,

1 the Settlement Administration Costs to itself (only after the PAGA Settlement Packages have been mailed
2 to all Aggrieved Employees), the Attorneys' Fees and Costs to Plaintiff's Counsel (unless instructed
3 otherwise by Plaintiff's Counsel), as provided for by this Order and Judgment and the Settlement
4 Agreement.

5 19. The Individual Settlement Share checks issued to Aggrieved Employees shall remain valid
6 and negotiable for ninety (90) calendar days, and thereafter, shall be canceled. Funds associated with such
7 canceled checks shall be transmitted by the PAGA Settlement Administrator to the California State
8 Controller's Office Unclaimed Property Division, in the name of each Aggrieved Employee whose check is
9 canceled and in the amount(s) of their respective Individual Settlement Share(s).

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

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

21 22. "Released Claims" means any and all claims, arising during the PAGA Period, for civil
22 penalties under California Labor Code section 2698, *et seq.* ("PAGA") as well as any interest, fees, and
23 costs available under PAGA, based on the factual allegations in the Operative Complaint, including but not
24 limited to, for failure to pay minimum, regular, and overtime wages, failure to provide compliant meal
25 periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure
26 to timely pay wages during employment, failure to timely pay wages upon termination, failure to provide
27 compliant and accurate wage statements, failure to maintain complete and accurate payroll records, failure
28 to reimburse necessary business-related expenses and costs, and failure to provide requisite written notice

1 of certain information required by Labor Code section 2810.5, in violation of California Labor Code sections
2 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800,
3 2802, 2810.5 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders, 4-2001
4 and 5-2001.

5 23. "PAGA Period" means the period from July 14, 2020 through the date of entry of this Order
6 and Judgment.

7 24. No individualized notice of this Order and Judgment is required to be provided to the
8 Aggrieved Employees. This Order and Judgment shall be submitted to the LWDA through the online system
9 established for the filing of notices and documents, in conformity with California Labor Code § 2699(1)(3).

10 25. Without affecting the finality of this Order and Judgment, the Court shall retain continuing
11 jurisdiction over this Action and the Parties, and over all matters pertaining to the implementation and
12 enforcement of the terms of the Settlement Agreement pursuant to the Civil Procedure section 664.6. Except
13 as provided to the contrary herein, any disputes or controversies arising with or with respect to the
14 interpretation, enforcement, or implementation of the Settlement Agreement shall be presented to the Court
15 for resolution

16
17
18 Date: _____

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 *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

EXHIBIT A – COVER LETTER

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].