

11/25/2024

David W. Slayton, Executive Officer / Clerk of Court

By: L. Gomez Deputy

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12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **COUNTY OF LOS ANGELES**
14 **UNLIMITED JURISDICTION**
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16 NOEL VAN WAGNER, an individual; and
17 VERONICA ANDRADE, an individual,

18 Plaintiffs,

19 v.

20 WESTLAKE PROPERTIES, INC.; and DOES
21 1-25, inclusive,

22 Defendants.

Case No. 22STCV16191

Reservation ID: 129294190385

Assigned for all purposes to Hon. Teresa A.
Beaudet, Dept. 50

**[PROPOSED] ORDER APPROVING
SETTLEMENT OF LABOR CODE §2698,
et seq. PRIVATE ATTORNEYS GENERAL
ACT ("PAGA") CLAIMS**

Date: November 15, 2024

Time: 2:00 p.m.

Dept.: 50

23 On November 15, 2024, at 2:00 p.m., or as soon thereafter as the matter could be heard, in
24 Department 50 of this Court, before the Honorable Teresa A. Beaudet, this motion came on
25 regularly for hearing. All parties were represented by counsel. After briefing and argument, the
26 Court rules as follows:

27 On October 9, 2024 Plaintiffs filed an unopposed Motion for Approval of Settlement of
28 Labor Code Section 2698, *et. seq.*, Private Attorneys General Act ("PAGA") Claims and
supporting documentation. The Court received and considered Plaintiffs' Motion, the declaration

1 and exhibits in support thereof, the Settlement Agreement, and other evidence and the arguments
2 of counsel, and good cause appearing, the Motion for Approval of Settlement of Labor Code
3 Section 2698, *et. seq.*, Private Attorneys General Act (“PAGA”) Claims is hereby **GRANTED**.

4 **THE COURT FURTHER ORDERS AS FOLLOWS:**

5 1. California Labor Code section 2699(s)(2) requires that the “superior court shall
6 review and approve any settlement of any civil action filed pursuant to” the PAGA. Because the
7 Court finds the parties' settlement to have been agreed upon only after extensive and costly
8 investigation, arms-length negotiations in mediation, and in an attempt to avoid further delays and
9 costs, the Court grants approval of the terms and procedures set forth in the Settlement Agreement
10 attached as Exhibit B to the Declaration of John A. Lofton in Support of Plaintiff’s Motion for
11 Approval of Settlement of Labor Code Section 2698, *et. seq.*, Private Attorney’s General Act
12 Claims. The Settlement Agreement is incorporated by reference in its entirety, as if stated here in
13 full.

14 2. The Court finds that the Settlement is fair, reasonable, and adequate in all respects.
15 The Court finds the Settlement was reached following diligent discovery and investigation
16 conducted by counsel for all parties, and the Settlement is a result of adversarial, arm’s-length
17 negotiation between the parties.

18 3. The Court, therefore, approves this Settlement as set forth in the Settlement
19 Agreement.

20 4. Section 2699(k)(1) of the PAGA provides that an employee who prevails in any
21 action under the PAGA shall be entitled to an award of reasonable attorney’s fees and costs.
22 Pursuant to section 2699(k)(1), and the equitable common fund fee-spreading doctrine as
23 discussed in Lafitte v. Robert Half Int’l, 1 Cal.5th 480, 486, 503 (2016), the Court approves the
24 request by Plaintiffs’ Counsel for attorney’s fees in an amount of one-third of the Gross Settlement
25 Amount, which is \$32,500.00.

26 5. Pursuant to Section 2699(k)(1), the Court also finds the litigation costs sought by
27 Plaintiffs in the amount of \$8,823.78 are reasonable expenditures that are awarded.
28

1 6. The Court approves Plaintiffs' request for Incentive Awards in the amount of
2 \$2,500.00 to each Plaintiff. The declaration of Plaintiffs' Counsel supports that Plaintiffs
3 provided valuable assistance in the prosecution of the case. The Court finds the incentive payment
4 to be fair and reasonable compensation based on the evidence presented.

5 7. The Court appoints Atticus Administration, LLC, as Settlement Administrator.
6 Based on the evidence submitted, the Court finds that Atticus Administration, LLC is experienced
7 in claims administration and competent to perform the tasks required. The Court approves the
8 administration costs of up to three thousand dollars (\$3,000.00).

9 8. The Court approves the deadlines set forth in the Settlement Agreement for
10 administration of the Settlement.

11 9. As of the Effective Date, the Plaintiffs and all Covered Employees are bound by the
12 release of Private Attorneys General Act claims contained in the Settlement Agreement.

13 10. The Settlement Agreement and this Order are binding on, and have res judicata and
14 preclusive effect in, all pending and future lawsuits or other proceedings: (i) that are maintained by
15 or on behalf of a named Plaintiff, any Covered Employee, or their respective representatives,
16 agents, attorneys, heirs, administrators, successors, assigns, and/or anyone claiming through them
17 or acting or purporting to act for them or on their behalf, and (ii) encompass the claims released in
18 the Settlement Agreement, regardless of whether the Plaintiff or Covered Employee previously
19 initiated or subsequently initiates individual litigation or other proceedings encompassed by
20 Settlement Agreement, and even if such Covered Employee never received/receives notice of this
21 Action or this proposed Settlement.

22 11. Except as explicitly provided in the Settlement Agreement, neither the settlement
23 nor any exhibit, document, or instrument delivered thereunder, nor any statement, transaction, or
24 proceeding in connection with the negotiation, execution, or implementation of the settlement, nor
25 any proceedings taken pursuant thereto, shall be admissible in this or any other proceeding for any
26 purpose, including as evidence, a presumption, concession, or an admission. Without limitation of
27 the foregoing, nothing contained in the settlement nor any exhibit, document, or instrument
28 delivered thereunder, nor any statement, transaction, or proceeding in connection with the

1 negotiation, execution, or implementation of the settlement, nor any proceedings taken pursuant
2 thereto, shall be given any form of res judicata, collateral estoppel, or judicial estoppel effect
3 against Defendant in any administrative or judicial forum or proceeding. Notwithstanding the
4 foregoing, reference may be made to the Settlement Agreement and the settlement provided for
5 therein in such proceedings as may be necessary to effectuate the provisions of the Settlement
6 Agreement.

7 12. Upon entry of this Order, the Parties shall effectuate all terms of the Settlement
8 based on the provisions and timelines set forth in the Settlement Agreement.

9 13. Without affecting the finality of this Order in any respect, pursuant to Code of Civil
10 Procedure 664.6, the Court retains jurisdiction over this action, and the parties thereto, for the
11 purposes of: (a) the implementation and enforcement of the Settlement Agreement until each and
12 every act agreed to be performed by the parties to the Settlement Agreement shall have been
13 performed; (b) any other action necessary to conclude and implement the Settlement Agreement;
14 and (c) the construction and interpretation of the Settlement Agreement.

15 14. Any residual funds remaining after the expiration date of the check cashing period
16 shall be distributed to the DIR Unclaimed Property Fund.

17 15. The Court sets a compliance hearing for April 22, 2025 at 10:00 a.m. in Dept. 50.

18 16. Plaintiffs are directed to submit a copy of this Order to the Labor and Workforce
19 Development Agency within ten days of entry.

20 Plaintiffs are ordered to give notice of this Order.

21 **IT IS SO ORDERED.**



Teresa A. Beaudet

Teresa A. Beaudet / Judge

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23 Date: 11/25/2024, ~~2024~~

Honorable Teresa A. Beaudet
Superior Court Judge