

PAGA SETTLEMENT AND RELEASE AGREEMENT

This PAGA Settlement and Release Agreement (“Agreement”) is made and entered into by Plaintiffs Noel Van Wager and Veronica Andrade (“Plaintiffs”), on the one hand, and Defendant Westlake Properties, Inc. (“Westlake” or “Defendant”) (collectively referred to as “the Parties”), for the following purposes and with reference to the following facts, and is subject to approval of the Court.

I. DEFINITIONS

1. “Action” means and refers to Noel Van Wagner, et al. v. Westlake Properties, Inc., et al., Los Angeles Superior Court, Case No. 22STCV16191, and those claims identified by Plaintiffs in their letters to the Labor Workforce Development Agency regarding Defendant.

2. “Covered Employees” means and refers to all current and former non-exempt Spa Relais employees of Defendant in California at any time between March 12, 2021 and the Effective Date who personally suffered each of the violations alleged during this period.

3. “Covered Employees’ Settlement Proceeds” means and refers to the twenty-five percent (25%) of the Net Settlement Amount that shall be paid to the Covered Employees.

4. “Covered Period” means and refers to the period between March 12, 2021 and the Effective Date.

5. “Court” means and refers to the Los Angeles Superior Court.

6. “Defendant” means and refers to Westlake Properties, Inc.

7. “Defendant’s Counsel” means and refers to Kyle Maland of Lewis Brisbois Bisgaard & Smith LLP.

8. “Effective Date” means and refers to the date the Court approves this PAGA Settlement and Release Agreement.

9. “Incentive Award(s)” means and refers to monetary amounts to be paid to Plaintiffs in amounts of up to \$2,500 each.

10. “LWDA” means the California Labor and Workforce Development Agency.

11. “LWDA Settlement Proceeds” means and refers to the seventy-five percent (75%) of the Net Settlement Amount that shall be paid to the Labor Workforce and Development Agency.

12. “Net Settlement Amount” means and refers to the Settlement Amount less the Plaintiffs’ Counsel’s attorneys’ fees and litigation costs, Incentive Awards, and the Settlement Administrator costs.

13. “Notice” means and refers to the notice that will be sent to the Covered Employees after the Court’s entry of its Order approving this PAGA Settlement and Release Agreement.

14. “Parties” means and refers to the Plaintiffs and the Defendant, collectively.
15. “Plaintiffs” means and refers to Noel Van Wagner and Veronica Andrade.
16. “Plaintiffs’ Counsel” means and refers to John A. Lofton of Aiman-Smith & Marcy, P.C.
17. “Released Parties” means and refers to, Westlake Village Properties, Inc., and their respective past, present, and future officers, directors, employees, board members, shareholders, attorneys, insurers, reinsurers, customers, partners, investors, members, representatives, predecessors, parent companies, subsidiaries, affiliates, divisions, successors, agents and principals, and its and their members, heirs, estates, executors, administrators, servants, insurers, attorneys, and assigns.
18. “PAGA Released Claims” mean any and all claims, debts, liabilities, demands, obligations, guarantees, damages, wages, benefits, penalties, interest, attorney’s fees, costs, expenses, actions or causes of action, in law or equity, whether known or unknown, which have been or could have been asserted by each of the Plaintiff and/or any of the Covered Employees and/or that could have been assessed upon and collected from the Released Parties under PAGA, based on the factual allegations in the Complaint, including, but not limited to, purported violations of California Labor Code sections 201, 202, 226(a), 226.3, 226.7, 510, 512, and 1194, arising during the Covered Period, from: failure to pay all wages, including minimum and overtime wages for all hours worked in violation of California Labor Code sections 510 and 1194; failure to provide accurate, itemized wage statements in violation of California Labor Code section 226(a); failure to provide compliant meal periods in violation of California Labor Code sections 226.7 and 512, and IWC Wage Order 4-2001; failure to provide compliant rest periods in violation of Labor Code section 226.7 and IWC Wage Order 4-2001; and failure to timely pay wages upon termination/separation pursuant to California Labor Code sections 201 and 202.
19. “Settlement Administrator” means and refers to the entity that will administer this PAGA Settlement and Release Agreement and which will be mutually selected by the parties.
20. “Settlement Administrator Costs” means and refers to the fees and costs incurred or charged by the Settlement Administrator in connection with its duties under this Agreement, including but not limited to fees and costs associated with: (1) performing a national change of address search for Covered Employees; (2) establishing and maintaining the Qualified Settlement Fund for the disbursement of the Settlement Amount; (3) computing the amount of the settlement and other payments to be made from the Settlement Amount; (4) processing and mailing the settlement and other payments, including the Notice to the Covered Employees, under this Settlement and Release Agreement; (5) printing and providing Plaintiffs, Plaintiffs’ Counsel and the Covered Employees with IRS 1099 forms as required by this Agreement and applicable law; (6) preparing, issuing, and filing any tax returns and information returns and other filings required by any governmental taxing authority or other governmental agency; and (7) for such other tasks as the Parties mutually agree upon or the Court orders the Settlement Administrator to perform.

21. “Settlement Amount” means and refers to the maximum settlement amount of Ninety-Seven Thousand Five Hundred Dollars (\$97,500) that Defendant will pay under this Agreement.

II. PROCEDURAL HISTORY

22. On February 2, 2022, Plaintiff Van Wagner submitted her PAGA claim notice to the LWDA notifying it of her claims against Defendant on behalf of herself and similarly aggrieved employees. On February 25, 2022, Plaintiff Andrade submitted a similar notice to the LWDA. On May 13, 2022, Plaintiffs filed this Action in Los Angeles Superior Court on behalf of themselves, the State of California, and other similarly aggrieved employees. The Action contained individual and PAGA-based claims concerning violations of Labor Code §§201, 202, 204, 226, 226.7, 510, 512, 558, 1194, 2802 and IWC Wage Order No. 5-2001.

23. Defendant denies Plaintiffs’ claims and allegations, denies any liability or wrongdoing of any kind associated with the claims alleged in the Action, and denies that Plaintiffs can proceed with their claims on a representative basis.

24. On May 15, 2023, the court entered judgment in the related case Claudio Castillo, et al. v. Westlake Properties, Inc., et al., Los Angeles Superior Court Case No. 21STCV00666. The Castillo case involved overlapping PAGA claims against Defendant Westlake. Plaintiffs and Defendant dispute whether and to what extent the Castillo judgment preempts Plaintiffs’ PAGA claims.

25. The Parties have conducted a thorough investigation of the Action, including but not limited to conducting formal and informal discovery. On May 3, 2024, the Parties participated in a mediation before James McAvoy, which resulted in the settlement of the Action. Based on the Castillo case and other factors, the Parties agreed to limit the case to the approximately 75 current and former non-exempt Spa Relais employees of Defendant during the Covered Period and their corresponding approximately 2,491 pay periods.

26. Based on the foregoing and on their own independent investigation and evaluation, Plaintiffs’ Counsel is of the opinion that the settlement with Defendant for the consideration and on the terms set forth in this Agreement is fair, reasonable, and adequate and is in the best interest of the Plaintiffs, the LWDA, and the Covered Employees in light of all known facts and circumstances, including the risk of significant delay, the uncertainty associated with litigation, the various defenses asserted by Defendant, and the Castillo case. Defendant and Defendant’s Counsel also agree that the settlement is fair, reasonable, and adequate and in the best interest of the Plaintiffs, the LWDA, and the Covered Employees.

27. The Parties agree that neither the Parties’ settlement, nor this PAGA Settlement and Release Agreement, nor the acts to be performed or the orders to be entered pursuant to the terms of this Settlement and Release Agreement, shall be construed as an admission by Defendant of any wrongdoing, any violation of any statute or law, or any liability arising from the claims or allegations in the Action.

NOW, THEREFORE, in consideration of the promises and covenants set forth herein and other good and valuable consideration, receipt of which is acknowledged herein, it is hereby agreed by and between the Parties as follows:

III. TERMS OF SETTLEMENT

28. The financial terms of the settlement are as follows:

(a) **Settlement Amount:** The Parties agree that, subject to the Court's review and approval, Defendant will pay a total of Ninety-Seven Thousand Five Hundred Dollars (\$97,500) under this Agreement ("Settlement Amount"). This Settlement Amount is inclusive of the PAGA settlement payments to Plaintiffs, the State of California, the Covered Employees, Plaintiffs' Counsel's attorneys' fees and litigation costs, Plaintiffs' Incentive Awards, and the Settlement Administrator costs. Defendant will have no other monetary obligations under this Settlement and Release Agreement and no portion of the Settlement Amount will revert to Defendant.

(b) **Attorneys' Fees and Costs:** The Parties agree that, subject to the Court's review and approval, Plaintiffs' Counsel will be paid a maximum of one-third of the Settlement Amount as attorneys' fees (\$32,500), plus its reasonable litigation costs (estimated to be no greater than \$9,000), based on actual costs to be submitted to the Court, both of which will be paid from the Settlement Amount. Defendant will not oppose a request for Court approval of these payments, provided they do not exceed these amounts. If the Court approves Plaintiff's counsel's payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Plaintiff's Counsel arising from any claim to any portion of the fees and expenses. Defendant agrees not to oppose any contention by Plaintiffs' Counsel that attorneys' fees should be based on the common fund and/or catalyst theory.

(c) **Settlement Administrator Costs:** The Parties agree that the Settlement Administrator Costs shall be paid from the Settlement Amount and are not anticipated to exceed \$3,000.

(d) **Incentive Awards:** The Parties agree that, subject to the Court's review and approval, Plaintiffs will request Incentive Awards in the amount of Two Thousand Five Hundred Dollars (\$2,500) each.

(e) **Allocation of Net Settlement Amount:** After deducting the amounts specified in items (b) through (d) from the Settlement Amount, the balance remaining will form the Net Settlement Amount and will be paid to the LWDA and the Covered Employees as follows:

(i) Seventy-five percent (75%), estimated to be approximately Thirty-Six Thousand Dollars (\$36,000), will be paid to the LWDA.

(ii) Twenty-five percent (25%) of the Net Settlement Amount, estimated to be approximately Twelve Thousand Dollars (\$12,000) will fund the Covered Employees' Settlement Proceeds. Each Covered Employee's share will be based on the following formula: Each of the Covered Employees will receive a pro rata share of the Covered Employees'

Settlement Proceeds based on the number of work weeks during the Covered Period each worked during the Covered Period as compared to the total work weeks of the entire Covered Period. Specifically, a total value per work week will be derived by dividing the Covered Employees' Settlement Proceeds by the total number of weeks that all the Covered Employees worked within the Covered Period, and each Covered Employee will have their respective number of work weeks multiplied by the total value per work week to derive their respective share of the Covered Employees' Settlement Proceeds.

IV. RELEASE BY PLAINTIFFS AND COVERED EMPLOYEES

29. As of the Effective Date, Plaintiffs, and each of them, and each of their respective representatives, agents, attorneys, heirs, administrators, successors, and assigns, and the Covered Employees, release all claims for PAGA penalties arising out of or directly related to the allegations in the Action, including but not limited to the PAGA Released Claims, individual PAGA claims, interest, attorneys' fees, costs, and all other PAGA claims and penalties alleged in the Action based on the allegations in the Complaint for the entirety of the Covered Period ("Released Claims") and in particular the Covered Employees have released their right to participate in or bring a claim under the PAGA for said claims. Plaintiffs acknowledge that they may discover facts or law different from, or in addition to, facts or law that Plaintiffs now know or believe to be true, but nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

30. Each Covered Employee will be deemed to have made the foregoing Release as if by manually signing it.

31. Plaintiffs have already provided full and complete releases of claims against Defendant and affiliated entities pursuant to the prior settlement of their individual claims, including waivers of the protections of California Civil Code §1542. California Civil Code § 1542 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.

Plaintiffs hereby reaffirm those releases and all other obligations contained in their respective settlement agreements in exchange for the consideration set forth therein.

V. SETTLEMENT APPROVAL AND IMPLEMENTATION PROCEDURES

32. Plaintiffs will file a motion and proposed order with the Court requesting the Court to approve this PAGA Settlement and Release Agreement, including the amounts to be paid to the LWDA, Plaintiffs, the Plaintiffs' Counsel for their attorneys' fees and costs, and the settlement administrator. Defendant will not oppose Plaintiffs' motion upon review of the motion prior to submission to the Court.

33. At least seven (7) calendar days prior to filing the motion and proposed order with the Court, Plaintiffs' Counsel will provide Defendant's Counsel with a draft of the motion and

proposed order for Defendant's review and comment. In accordance with Labor Code §2699(1)(2), Plaintiffs' Counsel shall also submit the motion and proposed order and this Agreement to the LWDA on the same day it files the motion and proposed order with the Court.

34. Within fifteen (15) calendar days after the Effective Date, Defendant will provide the Settlement Administrator a list setting forth the names, last known addresses, Social Security number, and number of workweeks worked by each Covered Employee in the Covered Period. The Settlement Administrator will perform a National Change of Address ("NCOA") search on all the Covered Employees to update the addresses of the Covered Employees.

35. Upon receiving the information described in Paragraph 34 from Defendant, the Settlement Administrator will perform all settlement administration duties, including (i) performing a National Change of Address ("NCOA") search on all former Covered Employees to update his/her address, (ii) issuing the letter and payments to the Covered Employees, (iii) issuing any required IRS forms, and (iv) issuing payments to the LWDA, Plaintiffs' Counsel and Plaintiff, in accordance with the timeframe provided herein.

36. Within fifteen (15) calendar days after the Effective Date, Defendant shall wire transfer the Settlement Amount to the Settlement Administrator, who will deposit the funds into the bank account of the Qualified Settlement Fund established by the Settlement Administrator for purposes of this settlement. All amounts to be paid to the Covered Employees, Plaintiffs, Plaintiffs' Counsel, the Settlement Administrator, and the LWDA shall be paid from this Qualified Settlement Fund.

37. After the Settlement Administrator deducts the amount of Plaintiffs' Counsel's approved attorneys' fees and costs, Plaintiffs' Incentive Awards, and the Settlement Administrator's costs from the Settlement Amount, the remaining balance will constitute the Net Settlement Amount, which will be distributed as set forth herein.

38. Within ten (10) calendar days after receiving the wire transfer from Defendant, the Settlement Administrator shall mail the settlement checks to the Covered Employees and the LWDA, and will wire to Plaintiffs' Counsel its approved attorneys' fees and costs as specified in this agreement and send Plaintiffs their Incentive Awards. The settlement checks mailed to the Covered Employees will be accompanied with a letter explaining the payment and deadline to cash the check, and this letter will be in a format that the Parties shall agree upon in good faith.

39. The Covered Employees shall have 120 calendar days after mailing to cash their settlement checks. If any Covered Employee's check is not cashed within that period, the check will be void and a stop-payment will be issued. In such event, the Covered Employee will be deemed to have waived irrevocably any right in or claim to his/her share, except that the Covered Employee may seek to claim the funds from the DIR Unclaimed Property Fund, as noted below. The release nevertheless will be binding upon all Covered Employees, including those who do not cash their checks within the 120-day period. Any funds remaining in the Settlement Administrator's Qualified Settlement Fund established for the purpose of the Settlement and Release Agreement as a result of a failure to timely cash a settlement check shall be paid to the DIR Unclaimed Property Fund in the name of the Covered Employee who did not cash his/her check. Defendant, Defendant's Counsel, Plaintiffs' Counsel and/or Plaintiffs will not have any

liability for lost or stolen settlement checks, forged signatures on settlement checks, or unauthorized negotiation of settlement checks.

40. All Settlement payments to Covered Employees will be treated as payments in settlement of non-wage (civil penalty) claims and, to the extent necessary, will be reported on IRS 1099 forms and corresponding state forms by the Settlement Administrator.

41. Plaintiffs and the Covered Employees will be solely responsible for correctly characterizing any compensation received under the settlement on his/her personal income tax returns for tax purposes, and paying all appropriate taxes due for any and all amounts paid to them under the settlement. Plaintiffs, Defendant, Plaintiff's Counsel, and Defendants' Counsel make no representations or warranties with respect to tax consequences of any payment under this Settlement Agreement, do not intend anything contained in this Settlement Agreement to constitute advice regarding taxes or taxability, nor shall anything in this Settlement Agreement be relied upon as such.

VI. MISCELLANEOUS PROVISIONS

42. **Voiding the Agreement:** If for any reason the Court does not finally approve this Agreement, the Parties shall first attempt in good faith to address the concerns of the Court, if possible, including by amending the terms this Agreement. If the Parties are unable to reach a mutually agreeable amendment to the Agreement or take other actions that will satisfy the Court, the Agreement shall be considered void *ab initio* and shall be of no force and effect whatsoever and shall not be referred to or used for any purpose whatsoever.

43. **Waiver:** The waiver by one Party of any breach of this Agreement by another Party shall not be deemed a waiver of any other prior or subsequent breach of this Agreement.

44. **Parties' Authority:** The signatories hereto represent that they are fully authorized to enter into this Agreement and to bind the Parties hereto to the terms and conditions hereof.

45. **Mutual Full Cooperation:** The Parties agree to fully cooperate with each other to accomplish the terms of this Agreement, including but not limited to executing such documents and taking such other action as may reasonably be necessary to implement the terms of this Agreement. The Parties to this Agreement shall use their best efforts, including all efforts contemplated by this Agreement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Agreement and the terms set forth herein.

46. **No Prior Assignments:** The Parties hereto represent, covenant, and warrant that they have not, directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber, to any person or entity any portion of any liability, claim, demand, action, cause of action or rights released and discharged by this Agreement.

47. **No Admission:** Defendant's agreement to enter into this Agreement is not and shall not be claimed to be, construed as, or deemed an admission by Defendant as to the truth or merit of the allegations in the Action or that they have any liability to Plaintiffs or the Covered Employees as a result of the allegations in the Action. Defendant denies that they have engaged in any unlawful activity, have failed to comply with the law in any respect, or have any liability to

anyone based on the allegations in the Action. Defendant has entered into this Agreement solely for the purpose of compromising highly disputed claims.

48. **Dismissal:** Within 30 days after the 120-day check cashing deadline, or as soon as is practicable after any compliance hearing set by the Court, Plaintiffs shall request dismissal of the Action with prejudice.

49. **Binding Settlement:** This Agreement is a settlement document and shall, pursuant to California Evidence Code §1152 and/or Federal Rule of Evidence 408, be inadmissible in evidence in any proceeding, except an action or proceeding to approve the settlement and/or interpret or enforce the Agreement. To be clear, the Parties shall have the right to submit this Agreement in order to enforce the terms of this Agreement or for the Court's approval of this Agreement without regard to California Evidence Code §1152 and/or Federal Rule of Evidence 408 or other restriction from disclosure herein.

50. **Enforcement Actions:** Except as otherwise provided in this Agreement, in the event that a Party to the Agreement institutes any legal action or other proceeding against the other Party to enforce the provisions of this Agreement or to declare rights and/or obligations under this Agreement, the prevailing Party shall be entitled to recover from the other Party its or her or their reasonable attorneys' fees and costs incurred in connection with any such action or proceeding. This Settlement and Release Agreement is enforceable pursuant to California Code of Civil Procedure §664.6.

51. **Notices:** Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third business day after mailing by United States registered or certified mail, return receipt requested, or on the second business day after emailing, the physical or email addresses below:

To Plaintiffs:

John A. Lofton, Esq.
Aiman-Smith & Marcy, P.C.
7677 Oakport Street, Suite 1150
Oakland, CA 94621
Email: jal@asmlawyers.com

To Defendant:

Kyle Maland, Esq.
Lewis Brisbois Bisgaard & Smith LLP
550 West C Street, Suite 1700
San Diego, CA 92101
Email: Kyle.Maland@lewisbrisbois.com

52. **Construction:** The Parties hereto agree that the terms and conditions of this Agreement are the result of lengthy, intensive arm's length negotiations between the Parties and

that this Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party or her or their or its counsel participated in the drafting of this Agreement.

53. **Captions and Interpretations:** Paragraph, titles, or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or any provision thereof. Each term of this Agreement is contractual and not merely a recital.

54. **Modification:** This Agreement may not be changed, altered, or modified, except in writing signed by the Parties hereto, and approved by the Court. This Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by all of the Parties hereto.

55. **Choice of Law:** This Agreement shall be governed by and construed, enforced, and administered in accordance with the laws of the State of California, without regard to its conflicts-of-law rules.

56. **Integration Clause:** Aside from the separate individual settlement agreements entered into separately between the parties, this Agreement contains the entire agreement between the Parties relating to the settlement and transaction contemplated hereby with respect to the PAGA claim alleged by Plaintiffs in the Action, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

57. **Binding On Assigns:** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors and assigns.

58. **Counterparts:** This Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one fully-signed Agreement, which shall be binding upon and effective as to all Parties. Electronic delivery shall be deemed an original.

59. **Limited Disclosure and No Publicity:** Except as provided below, to the extent necessary to effectuate the settlement or as required by the PAGA statute, a court of law, or legal process, neither Defendant nor Plaintiffs will publish or publicize the settlement terms and conditions on any website or through any social media, or otherwise publicize the settlement amount or communicate the agreement's terms in public, unless ordered by the Court.

60. **Invalidity of Any Provision:** Before declaring any provision of this Settlement Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Settlement Agreement valid and enforceable.

61. **Severability:** If any term or provision of this Settlement Agreement is held to be invalid or unenforceable, the remaining portions of this Settlement Agreement will continue to be

valid and will be performed, construed, and enforced to the fullest extent permitted by law, and the invalid or unenforceable term will be deemed amended and limited in accordance with the intent of the Parties, as determined from the face of the Settlement Agreement, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

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THE SIGNATORIES HAVE CAREFULLY READ THIS ENTIRE AGREEMENT. ITS CONTENTS HAVE BEEN FULLY EXPLAINED TO THEM BY THEIR ATTORNEYS. THE SIGNATORIES FULLY UNDERSTAND THE FINAL AND BINDING EFFECT OF THIS AGREEMENT. THE ONLY PROMISES MADE TO ANY SIGNATORY ABOUT THIS AGREEMENT, AND TO SIGN THIS AGREEMENT, ARE CONTAINED IN THIS AGREEMENT. THE SIGNATORIES ARE SIGNING THE AGREEMENT VOLUNTARILY.

IN WITNESS WHEREOF, the Parties hereto have executed this PAGA Settlement Agreement and General Release.

DATED: October 8, 2024

By Noel Van Wagner
Noel Van Wagner

DATED: October __, 2024

By _____
Veronica Andrade

DATED: October __, 2024

By _____
Authorized Representative for
Westlake Properties, Inc.

APPROVED AS TO FORM:

DATED: October 9, 2024

AIMAN-SMITH & MARCY, P.C.

By 

John A. Lofton
Attorneys for Plaintiffs

DATED: October __, 2024

**LEWIS BRISBOIS BISGAARD &
SMITH LLP**

By _____
Kyle Maland
Attorneys for Defendant

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DATED: October __, 2024

By _____
Noel Van Wagner

DATED: October __, 2024

By  _____
[Veronica Andrade \(Oct 8, 2024 12:25 PDT\)](#)
Veronica Andrade

DATED: October __, 2024

By _____
Authorized Representative for
Westlake Properties, Inc.

APPROVED AS TO FORM:

DATED: October __, 2024

AIMAN-SMITH & MARCY, P.C.

By _____
John A. Lofton
Attorneys for Plaintiffs

DATED: October __, 2024

**LEWIS BRISBOIS BISGAARD &
SMITH LLP**

By _____
Kyle Maland
Attorneys for Defendant

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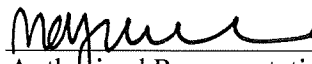
DATED: October __, 2014

By _____
Noel Van Wagner

DATED: October __, 2014

By _____
Veronica Andrade

DATED: October 1, 2014

By  _____
Authorized Representative for
Westlake Properties, Inc.

APPROVED AS TO FORM:

DATED: October __, 2014

AIMAN-SMITH & MARCY, P.C.

By _____
John A. Lofton
Attorneys for Plaintiffs

DATED: October 9, 2014

**LEWIS BRISBOIS BISGAARD &
SMITH LLP**

By /s/ Brian Jun
~~Kyle Meland~~ Brian Jun
Attorneys for Defendant