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9 and Veronica Andrade
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12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **COUNTY OF LOS ANGELES**
14 **UNLIMITED JURISDICTION**
15

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

**DECLARATION OF JOHN A. LOFTON
IN SUPPORT OF PLAINTIFFS' MOTION
FOR APPROVAL OF SETTLEMENT OF
LABOR CODE §2698, et seq. PRIVATE
ATTORNEYS GENERAL ACT ("PAGA")
CLAIMS**

Date: November 4, 2025

Time: 2:00 p.m.

Dept.: 50

23 I, John A. Lofton, declare as follows:

24 1. I am an attorney at law licensed to practice in the State of California and before this
25 Court. I am of counsel at the law firm Aiman-Smith & Marcy, P.C. ("ASM"), counsel of record
26 for Plaintiffs Noel Van Wagner and Veronica Andrade, on behalf of the LWDA and Covered
27 Employees, in this action. The facts stated herein are true of my own personal knowledge. This
28 declaration is provided in support of Plaintiffs' Motion for Approval of Settlement of Labor Code

1 Section 2698, *et seq.*, Private Attorneys General Act (“PAGA”) Claims.

2 **Investigation, Mediation, and Settlement**

3 2. Prior to filing the complaint, our office thoroughly investigated the facts and legal
4 issues in this case. I met with and had multiple communications with Plaintiffs Noel Van Wagner
5 and Veronica Andrade, who provided valuable information about their experiences and those of
6 other employees.

7 3. On February 2, 2021, I filed Ms. Van Wagner’s PAGA Notice with the Labor and
8 Workforce Development Agency (“LWDA”) and caused it to be served on Defendant Westlake
9 Properties, Inc. On February 25, 2022, I did the same with Ms. Andrade’s PAGA Notice. True
10 and correct copies of the PAGA Notices are attached hereto as Exhibit A.

11 4. The Parties exchanged discovery. Among other things, Defendants provided time
12 and pay records, as well as scheduling records, for Plaintiffs for the relevant time period. This
13 information, along with the independent investigation conducted by Plaintiffs’ counsel, was
14 sufficient for Plaintiffs to assess the strengths and weaknesses of the case, to perform a thorough
15 damages analysis, and to assess the likely amount Defendant could pay.

16 5. During the course of litigation, mediation, and settlement negotiations, I undertook
17 significant efforts to analyze the risks and benefits of litigation and potential damages/penalties
18 exposure, which included but was not limited to, the following:

- 19
- 20 • interviewing Plaintiffs at length on repeated occasions;
 - 21 • researching applicable laws;
 - 22 • preparing the terms of the PAGA Notices;
 - 23 • preparing formal discovery requests;
 - 24 • ongoing meet and confer efforts with defense counsel;
 - 25 • drafting pleadings;
 - 26 • reviewing employment policies, timekeeping records, payroll documents, and other
27 data;
 - 28 • preparing a detailed mediation brief;

- attending a full-day mediation;
- preparing and negotiating about the terms of the Settlement Agreement; and
- preparing Plaintiffs’ Motion for Approval of PAGA Settlement and supporting documents.

6. On May 3, 2024, the parties attended a full day mediation before Stephen McAvoy and engaged in arm’s-length negotiations. After a full day of negotiations, the parties agreed to a non-reversionary settlement of the PAGA claims in the amount of ninety-seven thousand five hundred dollars (\$97,500).

7. The parties entered into a long form settlement agreement, which was fully and finally signed on July 9, 2024. A true and correct copy of the Settlement Agreement is attached hereto as Exhibit B.

8. My office is serving a copy of the Settlement Agreement and Plaintiff’s Motion for Approval of Settlement on the LWDA, concurrently with the court filing, on October 9, 2024.

9. The Settlement was reached only after arm’s length and good faith negotiations. The mediator, Stephen McAvoy is highly regarded and has extensive experience in the mediation of employment disputes. Both parties provided detailed mediation briefs and our office prepared an extensive analysis of the potential exposure. The parties engaged in a significant exchange of data and had sufficient information to evaluate the strengths and weaknesses of the claims and defenses, whether to pursue litigation or settle, and the appropriate settlement value of the claims. Despite zealous advocacy from both sides, the risks of continued litigation had to be considered and a compromise of the claims was settled upon.

10. Under the PAGA, a maximum penalty of \$100 per pay period is assessed for initial violations and \$200 for subsequent violations. Per the data provided by Defendant, there were 2,491 pay periods during the Covered Period. At \$100 per each of the 2,491 pay periods, this is a maximum exposure at trial of \$249,100.00.

11. Here, the settlement for \$97,500.00, is approximately 40% of the potential maximum exposure at trial. This is an excellent result given (1) the fact that the Castillo case

1 (Claudia Castillo, et al. v. Westlake Properties, Inc., et al., Los Angeles Superior Court Case No.
2 21STCV00666) could have precluded any recovery at all, and (2) the Court's discretion to reduce
3 the penalty award in light of Defendant's defenses.

4 12. Plaintiffs' counsel believes that this settlement is fair, reasonable, and adequate and
5 in the best interest of the LWDA and Covered Employees.

6 **PAGA Representative Incentive Award**

7 13. Ms. Van Wagner and Ms. Andrade spent a significant amount of time helping me
8 and my firm, with the prosecution of this action and performing the following tasks: (1) meeting
9 with and communicating with their attorneys on numerous occasions; (2) detailing their
10 experiences and producing copies of documents; (3) contacting witnesses who also provided
11 valuable discovery to the attorneys; (4) assisting in preparing the complaint; (5) reviewing the
12 mediation documents prepared; and (6) reviewing the terms of and signing the Settlement
13 Agreement.

14 14. Plaintiffs also faced great risk in challenging Defendant's employment policies and
15 bringing suit against their former employer, not least because Plaintiffs faced potential liability for
16 Defendant's costs if Defendant prevailed.

17 15. Additionally, the notoriety of being a PAGA or class action representative is even
18 more significant today given the accessibility of court documents on-line and PAGA/class action
19 blogs. Further, employers frequently perform background checks of applicants and the fact that an
20 individual has sued a former employer in a representative action will likely be viewed negatively.
21 Thus, the incentive award is necessary to award Plaintiffs for the notoriety and risk taken in their
22 roles as a PAGA representatives.

23 **Attorneys' Fees and Costs**

24 16. Plaintiffs seek approval of attorney's fees, as part of this Settlement, of one-third of
25 the Gross Settlement Amount, in the amount of thirty-two thousand five hundred dollars
26 (\$32,500.00), in consideration of the time, effort, and expertise Plaintiffs' Counsel expended on a
27
28

1 contingent basis for the benefit of the LWDA and Covered Employees. The attorney's fees and
2 costs will be paid from the agreed upon settlement amount.

3 17. Plaintiffs' Counsel are experienced in civil litigation and representative actions.
4 My firm substantially concentrates its practice in the prosecution of representative actions and we
5 have successfully served as class counsel and PAGA counsel in prosecuting dozens of complex
6 actions against major corporations, including taking cases to judgment and to appeal. We have
7 recovered tens of millions of dollars in benefits for individuals across the country. Four of our
8 recent class action appellate opinions are Bradley v. Networkers International LLC, 211
9 Cal.App.4th 1129 (2012), Benton v. Telecom Network Specialists, Inc., 220 Cal.App.4th 701
10 (2013), and Accurso v. In-N-Out Burgers, 94 Cal.App.5th 1128 (2023), Piplack v. In-N-Out
11 Burgers, 99 Cal.App.5th 1281 (2023), which have been cited in case law more than one hundred
12 times.

13
14 18. From the outset of the case to the present, prosecution of this action has involved
15 significant financial risk for Plaintiffs' Counsel. We undertook this matter solely on a contingent
16 basis, with no guarantee of recovery, and have placed our own resources at risk to prosecute this
17 action with no guarantee of success.

18 19. If Defendant prevailed on any one of the affirmative defenses raised, it could
19 substantially reduce, if not wholly defeat, recovery. Despite such challenges, Plaintiffs' Counsel
20 were able to secure a settlement which provides recovery to Plaintiffs', the aggrieved employees,
21 and the LWDA.

22 20. The quality of opposing counsel is also important to evaluating the quality of the
23 work done by Plaintiffs' Counsel. Here, Kyle Maland of Lewis Brisbois Bisgaard & Smith LLP,
24 an experienced employment litigator, represented Defendants. Plaintiffs' Counsel also had to
25 contend with Daniel Jett of Freeman Mathis & Gary, LLP and the Law Offices of Ramin R.
26 Younessi in connection with the Castillo matter. Thus, the complexity and potential duration of
27 the case, and that in the face of experienced and resourceful opposition, weigh in favor of
28 awarding the requested attorney's fees.

21. The results achieved by the Settlement support Plaintiffs' Counsel's request for attorney's fees. The Settlement will result in payment of approximately \$36,000.00 to the LWDA and \$12,000.00 to the Covered Employees.

22. The efficiency with which this litigation was conducted and resolved should also be rewarded. The LWDA and Covered Employees will directly benefit from the prompt and fair resolution of their claims. They will be receiving a significant award in a short period of time as opposed to waiting years to recover some undetermined amount if they succeeded at trial, which is an uncertainty in itself.

23. As California law recognizes, Plaintiffs' Counsel's commitment to this litigation should not be assessed in a vacuum. A relevant factor in determining attorney's fees is whether the litigation required Plaintiffs' Counsel to forego other employment. Here, there was additional work that was available to my firm that we had to forgo to devote the time necessary to pursue this litigation.

24. Accordingly, attorney's fees in the amount of thirty-two thousand five hundred dollars (\$32,500.00), which is one-third the Gross Settlement Amount, is fair and reasonable under the circumstances, and under California precedent. For the purposes of a lodestar cross-check, I have spent over 110 hours working on this matter, at my regular hourly rate of \$825, for a total of more than \$90,750.00 – which far exceeds the fees requested by this motion.

25. Plaintiffs' Counsel's litigation costs were all reasonable and necessary expenses in litigating and resolving this action. A true and correct copy of the itemized list of costs, in the amount of \$8,823.78, is attached hereto as Exhibit C.

Settlement Administrator

26. The Settlement Administrator will pay out of the Gross Settlement Amount to itself its reasonable fees and expenses, not to exceed \$3,000.00, after such payment has been approved by the Court. Atticus Administration is a well-known and respected Settlement Administrator. A true and correct copy of the quote from Atticus Administration for \$2,575.00 is attached hereto as

1 Exhibit D. I have used Atticus Administration in other matters, and knows its rates to be fair and
2 competitive.

3
4 I declare under penalty of perjury under the laws of the State of California that the
5 foregoing is true and correct. This Declaration was executed on October 9, 2024 at Oakland,
6 California.

7 

8 John A. Lofton

Exhibit A

February 2, 2022

Via Certified Mail

Westlake Properties, Inc.
31943 Agoura Road
Westlake Village, CA 91361

Glenn M. Hayden
5959 Topanga Canyon Blvd., Suite 305
Woodland Hills, CA 91367-3648

Re: PAGA Notice Pursuant to Labor Code §2699.3(a)(1) of Westlake Properties, Inc.'s Violations of the California Labor Code

Dear Sirs or Madams:

Pursuant to California Labor Code §2699.3, Noel Van Wagner hereby gives notice of violations of the following sections of the California Labor Code by Westlake Properties, Inc. ("Westlake"): §§201, 202, 204, 226, 226.7, 510, 512, 558, 1194, 2802, and IWC Wage Order No. 2-2001 (8 C.C.R. §11020). Westlake's legal violations as described herein were and are knowing and intentional.

Ms. Van Wagner is an aggrieved employee of Westlake as defined by California Labor Code §2699(c) because she was: (1) an employee of Westlake within the past 12 months, (2) against whom Westlake's violations of the California Labor Code as described herein were committed.

I. Facts and Theories Giving Rise to Westlake's Violations of the California Labor Code

Westlake operates a hotel and spa in Los Angeles County. On information and belief, Westlake employs more than one hundred employees in California. Ms. Van Wagner was employed by Westlake as a massage therapist from approximately January 2020 through January 2022.

During the relevant time period, Westlake scheduled massages back-to-back in a manner that made it impossible for employees to take timely meal or rest periods. When meal periods were provided, employees were obligated to clock out but continue working

in order to prepare their workspaces for the next massage client. This problem was compounded by the fact that employees were required to leave their normal workspace and travel to another building to clock in or out – further eroding their break time. Because of the time slots set for massages, employees often had to cut their meal and/or rest periods short in order to accommodate the next massage client.

Because Westlake failed to provide timely meal and rest periods, it owes Ms. Van Wagner and other employees one hour of compensation for each day worked without a timely meal period and one hour of compensation for each day worked with a missed rest period. Westlake failed to pay Ms. Van Wagner and other employees those wages when they were due and failed to pay Ms. Van Wagner and other employees those wages upon termination.

In or around 2021, Westlake implemented a new policy requiring employees to download and use an “app” to verify their own time and access their wage records. The app was difficult to use and no training was provided, despite requests from Ms. Van Wagner and other employees. As a result of Westlake offloading this employer responsibility onto its employees, employees were required to spend additional time working off-the-clock and without compensation in order to learn and use the app, and Ms. Van Wagner and the other employees were required to use their personal mobile phones for work purposes for the benefit of their employer, without reimbursement.

On information and belief, this scheduling scheme and new app policy resulted in employees being paid less than minimum wage and not being paid overtime premiums for work in excess of eight hours per day, forty hours per week, or six days within one workweek.

During the relevant time period, Westlake failed to provide Ms. Van Wagner and other employees with accurate, itemized wage statements as required by Labor Code §226. On information and belief, Westlake also failed to maintain records of time worked as required by Labor Code §247.5.

When Ms. Van Wagner’s employment ended, Westlake failed to pay her all wages owed at the time of termination. To the extent that other employees also resigned from or were terminated by Westlake during the past year, Westlake willfully failed to pay those employees all wages due upon termination or within 72 hours of said members’ resignation.

II. Provisions of the California Labor Code Violated by Westlake and Penalties Sought

As a result of Westlake's violations of the California Labor Code, as alleged herein, Ms. Van Wagner is entitled to recover civil penalties pursuant to Labor Code §2699 *et seq.* on behalf of herself and all other former or current California employees of Westlake who were subjected to its violations of the Labor Code as described herein.

For failing to provide meal periods in violation of Labor Code §§512, 558 and Industrial Welfare Commission Wage Order No. 2-2001 (8 C.C.R. §11020), Westlake is subject to civil penalties in the amount of \$100 for each aggrieved employee per pay period for the initial violation and \$200 for each aggrieved employee per pay period for each subsequent violation pursuant to Labor Code §2699(f).

For failing to provide one hour of pay to each employee who was not provided a timely meal period under Labor Code §§512, 558 and Industrial Welfare Commission Wage Order No.2-2001 (8 C.C.R. §11020), in violation of Labor Code §226.7, Westlake is subject to civil penalties in the amount of \$100 for each aggrieved employee per pay period for the initial violation and \$200 for each aggrieved employee per pay period for each subsequent violation pursuant to Labor Code §2699(f).

For failing to provide rest periods in violation of Labor Code §558 and Industrial Welfare Commission Wage Order No. 2-2001 (8 C.C.R. §11020), Westlake is subject to civil penalties in the amount of \$50 for each aggrieved employee per pay period for the initial violation and \$100 for each aggrieved employee per pay period for each subsequent violation pursuant to Labor Code §2699(f).

For failing to provide one hour of pay to each employee who was not provided a rest period under Labor Code §558 and Industrial Welfare Commission Wage Order No. 2-2001 (8 C.C.R. §11020), in violation of Labor Code §226.7, Westlake is subject to civil penalties in the amount of \$100 for each aggrieved employee per pay period for the initial violation and \$200 for each aggrieved employee per pay period for each subsequent violation pursuant to Labor Code §2699(f).

For failing to reimburse employees for expenditures incurred by the employees at the instruction of Westlake, in violation of Labor Code §2802, Westlake is subject to civil penalties in the amount of \$100 for each aggrieved employee per pay period for the initial violation and \$200 for each aggrieved employee per pay period for each subsequent violation pursuant to Labor Code §2699(f).

For failing to pay employees minimum wage in violation of Labor Code §§558, 1197, and Industrial Welfare Commission Wage Order No. 2-2001 (8 C.C.R. §11020),

Westlake is subject to civil penalties in the amount of \$100 for each aggrieved employee per pay period for the initial violation and \$200 for each aggrieved employee per pay period for each subsequent violation pursuant to Labor Code §2699(f).

For failing to pay employees overtime premiums for work in excess of eight hours per day, forty hours per week, or six days within one workweek in violation of Labor Code §§510, 558, and Industrial Welfare Commission Wage Order No. 2-2001 (8 C.C.R. §11020), Westlake is subject to civil penalties in the amount of \$100 for each aggrieved employee per pay period for the initial violation and \$200 for each aggrieved employee per pay period for each subsequent violation pursuant to Labor Code §2699(f).

For failing to pay employees minimum wage in violation of Labor Code §§1194, 558, and Industrial Welfare Commission Wage Order No. 2-2001 (8 C.C.R. §11020), Westlake is subject to civil penalties in the amount of \$100 for each aggrieved employee per pay period for the initial violation and \$200 for each aggrieved employee per pay period for each subsequent violation pursuant to Labor Code §2699(f).

For failing to pay all wages due at separation from employment in violation of Labor Code §§201 and 202, Westlake is subject to civil penalties in the amount of \$100 for each aggrieved employee per pay period for the initial violation and \$200 for each aggrieved employee per pay period for each subsequent violation pursuant to Labor Code §2699(f).

For failing to pay wages on time in violation of Labor Code §204, Westlake is subject to civil penalties in the amount of \$100 for each failure to pay each employee for any initial violation, and for each subsequent violation, \$200 for each failure to pay each employee, plus twenty-five percent of the amount unlawfully withheld pursuant to Labor Code §210(a).

For failing to provide accurate, itemized wage statements in violation of Labor Code §226, Westlake is subject to civil penalties in the amount of \$50 for the initial pay period in which the violation occurs and \$100 per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of \$4,000 pursuant to Labor Code 226(e).

For failing to maintain time records in violation of Labor Code §247.5, Westlake is subject to civil penalties in the amount of \$100 for each aggrieved employee per pay period for the initial violation and \$200 for each aggrieved employee per pay period for each subsequent violation pursuant to Labor Code §2699(f).

Please note that further investigation may shed light upon additional violations beyond those contained herein, and Ms. Van Wagner reserves the right to file and serve a further amended notice should additional violations be discovered.

Sincerely,

AIMAN-SMITH & MARCY
A PROFESSIONAL CORPORATION



John A. Lofton

February 25, 2022

Via Certified Mail

Westlake Properties, Inc.
31943 Agoura Road
Westlake Village, CA 91361

Glenn M. Hayden
5959 Topanga Canyon Blvd., Suite 305
Woodland Hills, CA 91367-3648

Re: PAGA Notice Pursuant to Labor Code §2699.3(a)(1) of Westlake Properties, Inc.'s Violations of the California Labor Code

Dear Sirs or Madams:

Pursuant to California Labor Code §2699.3, Veronica Andrade hereby gives notice of violations of the following sections of the California Labor Code by Westlake Properties, Inc. ("Westlake"): §§201, 202, 204, 226, 226.7, 510, 512, 558, 1194, 2802, and IWC Wage Order No. 2-2001 (8 C.C.R. §11020). Westlake's legal violations as described herein were and are knowing and intentional.

Ms. Andrade is an aggrieved employee of Westlake as defined by California Labor Code §2699(c) because she was: (1) an employee of Westlake within the past 12 months, (2) against whom Westlake's violations of the California Labor Code as described herein were committed.

I. Facts and Theories Giving Rise to Westlake's Violations of the California Labor Code

Westlake operates a hotel and spa in Los Angeles County. On information and belief, Westlake employs more than one hundred employees in California. Ms. Andrade was employed by Westlake as a massage therapist within the past 12 months.

During the relevant time period, Westlake scheduled massages back-to-back in a manner that made it impossible for employees to take timely meal or rest periods. When meal periods were provided, employees were obligated to clock out but continue working in order to prepare their workspaces for the next massage client. This problem was compounded by the fact that employees were required to leave their normal workspace and travel to another building to clock in or out – further eroding their break time.

Because of the time slots set for massages, employees often had to cut their meal and/or rest periods short in order to accommodate the next massage client.

Because Westlake failed to provide timely meal and rest periods, it owes Ms. Andrade and other employees one hour of compensation for each day worked without a timely meal period and one hour of compensation for each day worked with a missed rest period. Westlake failed to pay Ms. Andrade and other employees those wages when they were due and failed to pay Ms. Andrade and other employees those wages upon termination.

In or around 2021, Westlake implemented a new policy requiring employees to download and use an “app” to verify their own time and access their wage records. The app was difficult to use and no training was provided, despite requests from Ms. Andrade and other employees. As a result of Westlake offloading this employer responsibility onto its employees, employees were required to spend additional time working off-the-clock and without compensation in order to learn and use the app, and Ms. Andrade and the other employees were required to use their personal mobile phones for work purposes for the benefit of their employer, without reimbursement.

On information and belief, this scheduling scheme and new app policy resulted in employees being paid less than minimum wage and not being paid overtime premiums for work in excess of eight hours per day, forty hours per week, or six days within one workweek.

During the relevant time period, Westlake failed to provide Ms. Andrade and other employees with accurate, itemized wage statements as required by Labor Code §226. On information and belief, Westlake also failed to maintain records of time worked as required by Labor Code §247.5.

On information and belief, Westlake failed to pay employees who resigned from or were terminated by Westlake during the past year all wages due upon termination or within 72 hours of said employees’ resignation.

II. Provisions of the California Labor Code Violated by Westlake and Penalties Sought

As a result of Westlake’s violations of the California Labor Code, as alleged herein, Ms. Andrade is entitled to recover civil penalties pursuant to Labor Code §2699 *et seq.* on behalf of herself and all other former or current California employees of Westlake who were subjected to its violations of the Labor Code as described herein.

For failing to provide meal periods in violation of Labor Code §§512, 558 and Industrial Welfare Commission Wage Order No. 2-2001 (8 C.C.R. §11020), Westlake is

subject to civil penalties in the amount of \$100 for each aggrieved employee per pay period for the initial violation and \$200 for each aggrieved employee per pay period for each subsequent violation pursuant to Labor Code §2699(f).

For failing to provide one hour of pay to each employee who was not provided a timely meal period under Labor Code §§512, 558 and Industrial Welfare Commission Wage Order No.2-2001 (8 C.C.R. §11020), in violation of Labor Code §226.7, Westlake is subject to civil penalties in the amount of \$100 for each aggrieved employee per pay period for the initial violation and \$200 for each aggrieved employee per pay period for each subsequent violation pursuant to Labor Code §2699(f).

For failing to provide rest periods in violation of Labor Code §558 and Industrial Welfare Commission Wage Order No. 2-2001 (8 C.C.R. §11020), Westlake is subject to civil penalties in the amount of \$50 for each aggrieved employee per pay period for the initial violation and \$100 for each aggrieved employee per pay period for each subsequent violation pursuant to Labor Code §2699(f).

For failing to provide one hour of pay to each employee who was not provided a rest period under Labor Code §558 and Industrial Welfare Commission Wage Order No. 2-2001 (8 C.C.R. §11020), in violation of Labor Code §226.7, Westlake is subject to civil penalties in the amount of \$100 for each aggrieved employee per pay period for the initial violation and \$200 for each aggrieved employee per pay period for each subsequent violation pursuant to Labor Code §2699(f).

For failing to reimburse employees for expenditures incurred by the employees at the instruction of Westlake, in violation of Labor Code §2802, Westlake is subject to civil penalties in the amount of \$100 for each aggrieved employee per pay period for the initial violation and \$200 for each aggrieved employee per pay period for each subsequent violation pursuant to Labor Code §2699(f).

For failing to pay employees minimum wage in violation of Labor Code §§558, 1197, and Industrial Welfare Commission Wage Order No. 2-2001 (8 C.C.R. §11020), Westlake is subject to civil penalties in the amount of \$100 for each aggrieved employee per pay period for the initial violation and \$200 for each aggrieved employee per pay period for each subsequent violation pursuant to Labor Code §2699(f).

For failing to pay employees overtime premiums for work in excess of eight hours per day, forty hours per week, or six days within one workweek in violation of Labor Code §§510, 558, and Industrial Welfare Commission Wage Order No. 2-2001 (8 C.C.R. §11020), Westlake is subject to civil penalties in the amount of \$100 for each aggrieved employee per pay period for the initial violation and \$200 for each aggrieved employee per pay period for each subsequent violation pursuant to Labor Code §2699(f).

For failing to pay employees minimum wage in violation of Labor Code §§1194, 558, and Industrial Welfare Commission Wage Order No. 2-2001 (8 C.C.R. §11020), Westlake is subject to civil penalties in the amount of \$100 for each aggrieved employee per pay period for the initial violation and \$200 for each aggrieved employee per pay period for each subsequent violation pursuant to Labor Code §2699(f).

For failing to pay all wages due at separation from employment in violation of Labor Code §§201 and 202, Westlake is subject to civil penalties in the amount of \$100 for each aggrieved employee per pay period for the initial violation and \$200 for each aggrieved employee per pay period for each subsequent violation pursuant to Labor Code §2699(f).

For failing to pay wages on time in violation of Labor Code §204, Westlake is subject to civil penalties in the amount of \$100 for each failure to pay each employee for any initial violation, and for each subsequent violation, \$200 for each failure to pay each employee, plus twenty-five percent of the amount unlawfully withheld pursuant to Labor Code §210(a).

For failing to provide accurate, itemized wage statements in violation of Labor Code §226, Westlake is subject to civil penalties in the amount of \$50 for the initial pay period in which the violation occurs and \$100 per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of \$4,000 pursuant to Labor Code 226(e).

For failing to maintain time records in violation of Labor Code §247.5, Westlake is subject to civil penalties in the amount of \$100 for each aggrieved employee per pay period for the initial violation and \$200 for each aggrieved employee per pay period for each subsequent violation pursuant to Labor Code §2699(f).

Please note that further investigation may shed light upon additional violations beyond those contained herein, and Ms. Andrade reserves the right to file and serve a further amended notice should additional violations be discovered.

Sincerely,

AIMAN-SMITH & MARCY
A PROFESSIONAL CORPORATION



John A. Lofton

Exhibit B

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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

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 __, 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

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.

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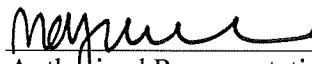
DATED: October __, 2014

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

Exhibit C

Van Wagner v. Westlake Properties
PAGA Action
Cost Detail

Date	Description	Cost
01/31/22	LexisNexis – January 2022 legal research	\$3.91
02/03/22	LWDA – PAGA Notice filing fee for Plaintiff Van Wagner	75.00
02/03/22	USPS - certified mailing of PAGA Notice	16.32
02/25/22	LWDA – PAGA Notice filing fee for Plaintiff Andrade	75.00
03/23/22	UPS – shipment of authorization to client to obtain employment records	44.15
05/16/22	One Hour Legal – filing fee re Summons and Complaint	527.65
05/16/22	One Hour Legal – filing fee re Revised CCCS and Addendum	49.15
05/26/22	One Hour Legal – service of process of Summons and Complaint on Westlake Properties	101.00
05/31/22	One Hour Legal – filing fee re Notice of Related Case (<i>Castillo v. Westlake Properties</i>)	98.30
05/31/22	One Hour Legal – filing fee re Notice of Related Cases	147.45
05/31/22	LexisNexis – May 2022 legal research	46.78
06/01/22	One Hour Legal – filing fee re Motion to Relate and Consolidate Related PAGA Actions	161.10
06/01/22	One Hour Legal – service of chamber’s copy of Motion to Relate and Consolidate Related PAGA Actions	90.00
06/17/22	One Hour Legal – filing fee re Ex Parte Application for Order to Advance Hearing Date or to Delay Approval of PAGA Settlement	227.35
06/17/22	Filing fee re Notice of Remote Appearance at Ex Parte Hearing	51.10
06/30/22	LexisNexis – June 2022 legal research	26.17
07/13/22	One Hour Legal – filing fee re Motion for Leave to File Complaint in Intervention	130.15
07/31/22	LexisNexis – July 2022 legal research	40.17
08/01/22	One Hour Legal – filing fee re Reply to Motion for Leave to File Complaint in Intervention	49.15
08/02/22	One Hour Legal – service of chamber’s copy of Reply to Motion for Leave to File Complaint in	90.00

	Intervention	
08/11/22	L.A. Superior Court – advance deposit toward jury fees	150.00
08/11/22	One Hour Legal – filing fee re Notice of Posting Jury Fees	64.15
08/31/22	LexisNexis – August 2022 legal research	32.55
09/09/22	One Hour Legal – filing fee re CMC Statement	49.15
09/26/22	L.A. County Superior Court – fee to download 09/21/22 Minute Order and Notice Continuing Hearing on Motion to Intervene	5.00
10/23/22	L.A. County Superior Court – fee to download Minutes of OSC hearing	15.40
10/31/22	LexisNexis – October 2022 legal research	7.14
11/21/22	One Hour Legal – filing fee re Response to OSC	64.15
11/22/22	One Hour Legal – service of chamber’s copy of Response to OSC	90.00
11/22/22	One Hour Legal – filing fee re Amended Proof of Service re Response to OSC	49.15
11/22/22	One Hour Legal – service of chamber’s copy of Amended Proof of Service re Response to OSC	90.00
11/30/22	LexisNexis – November 2022 legal research	18.84
12/28/22	Jan Brown & Associates – 12/08/22 hearing transcript	849.80
12/30/22	L.A. Superior Court – fee to download Minute Order re CMC	1.00
01/31/23	One Hour Legal – filing Supplemental Brief re Motion for Leave to File Complaint in Intervention	64.15
02/07/23	One Hour Legal – filing fee re CMC Statement	49.15
02/07/23	One Hour Legal – service of chamber’s copy of CMC Statement	100.00
02/27/23	Jan Brown & Associates – 02/03/23 hearing transcript	831.83
02/29/23	LexisNexis – February 2023 legal research	4.90
03/30/23	One Hour Legal – filing fee re CMC Statement	64.15
03/30/23	One Hour Legal – filing fee re Objection to Proposed Order	64.15
03/31/23	LexisNexis – March 2023 legal research	3.15
04/03/23	One Hour Legal – service of chamber’s copy of CMC Statement in <i>Van Wagner</i> and <i>Castillo</i> cases	200.00
04/28/23	L.A. Superior Court – download 02/16/23 and 04/20/23 Minute Orders re CMC	2.00
04/28/23	L.A. Superior Court – download 04/11/23 Minute Order and Notice of Continuance	5.00

04/30/23	April 2023 legal research	3.13
05/02/23	L.A. Superior Court – download Westlake’s Opposition to Van Wagner & Andrade’s Objections to Proposed Order Approving PAGA Settlement	17.00
05/18/23	L.A. Superior Court – download Minute Orders, Samuel Geshgian Declaration re OSC	41.00
05/19/23	L.A. Superior Court – download Notice of Ruling re OSC	5.00
10/31/23	LexisNexis – October 2023 legal research	4.64
11/22/23	L.A. Superior Court – download Notice of Entry of Judgment & Minute Order from <i>Castillo</i> case	7.00
12/28/23	One Hour Legal – filing fee re Stipulation and Proposed Order Lifting Stay	49.15
12/28/23	One Hour Legal – service of chamber’s copy of Stipulation and Proposed Oder Lifting Stay	100.00
03/31/24	LexisNexis – March 2024 legal research	18.50
04/18/24	One Hour Legal – filing fee re CMC Statement	71.90
04/18/24	One Hour Legal – service of chamber’s copy of CMC Statement	125.00
04/26/24	ADR Services – mediation fees	3,344.25
04/30/24	LexisNexis – April 2024 legal research	8.16
05/31/24	LexisNexis – May 2024 legal research	42.06
	Postage total	8.28
	Copier total 216 @ \$0.25	54.00
	TOTAL	\$8,823.78

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Exhibit D

Atticus Administration, LLC
Chris Longley - CEO

**Van Wagner v. Westlake Properties
PAGA**

Prepared for

John A. Lofton | Attorney
jal@asmlawyers.law
P: 510.817.2728

Aiman-Smith & Marcy
7677 Oakport Street, Suite 1150
Oakland, CA 94621



ATTICUS
SMART | ACCOUNTABLE | BETTER

Class Action Administration

Estimate E2024-05-E24
Van Wagner v. Westlake Properties
PAGA

Prepared on May 14, 2024
By Chris Longley – CEO | Atticus Administration LLC

Estimate Summary

Atticus Services & Cost Description

NOTICE MAILING-Mailed First Class	\$ 0
<i>Not applicable</i>	
PROJECT MANAGEMENT/ADMIN FEES/Technical	\$1,150
COMMUNICATIONS	\$ 457
<i>PO Box rental, translation, objections</i>	Included
<i>IVR, 800#, live operators</i>	Included
<i>correspondence</i>	Included
FUND, TAX, REPORTING	\$ 623
<i>setup QSF, file annual tax returns</i>	included
DISTRIBUTION	\$1,845
<i>check printing, payment calculation & verification, bank fees.</i>	included
<i>Discount</i>	<i>(\$1,500)</i>

TOTAL: **\$2,575**

Key Assumptions

- Aggrieved Employees:
75 individuals PAGA case.
- No Noticing. Or if needed two page, English only.
- Data review, cleansing and preparing file for mailing; including NCOA, and new address searches (skip-tracing).
- Communications includes, dedicated 800#, and IVR and live operators.
- PAGA payments to all individuals along with explanatory letter.
- One distribution.
- Tax reporting will consist of 1099's .
- CA only.

PRINT NAME

ROLE

Client Signature

By signing above, I understand and agree to the pricing terms and services to be provided by Atticus Administration for the stated project.

PLEASE NOTE: *This estimate and pricing is for the services stated herein and is valid for 30 days from the date of the estimate. If the Settlement Agreement or other service scope document(s) require additional services not included or priced in this estimate, we will separately price those scope changes and submit an updated quote prior to proceeding with the work.*

Date

Payment Terms:

100% payable PAGA distribution



Detailed Budget

Atticus Services & Cost Description

DESCRIPTION	UNITS	SUBTOTAL
NOTICE MAILING (not applicable)	75 Class Mbrs	\$0
PROJECT MANAGEMENT	8 hrs	\$920
TECHNICAL SET UP (includes project kick-off)	2 hrs	\$230
COMMUNICATIONS - English only		\$457
Telephone - Set-Up + Monthly Fee	9 Months	\$150
Telephone - Messages/IVR - live operators	9 Months	\$244
PO Box - Setup & Monthly Fee	9 Months	\$63
FUND, TREASURY & TAX Reporting		\$623
Set-Up QSF	1.00 Hrs	\$117
Prepare/File Annual Fund Return, 1096 and other Tax Forms	4.00 Hrs	\$468
Mail 1099s no postage - mailed with check	- postage	\$0
Print 1099's	75 1099's	\$38
DISTRIBUTION, Payment Calculations & Reporting		\$1,845
Cover Letter & Check - Design/Review/Finalize	4.00 Hrs	\$364
Payment Data - Calculate & Verify Payments	4.00 Hrs	\$364
Prepare Payment Reports	4.00 Hrs	\$364
Check - Print Set-up/Printing/Mail Prep	75 checks	\$89
Check Mailing Postage (will be 1x mailings)	75 mailed	\$50
Check - Undeliverable/ NCAO /Return Mail Processing & Remail (5% Return)	4 5.0% est	\$163
Bank Fees (Account Set-Up & Monthly Fee)	18 months	\$450
DATA STORAGE	n/a	\$0
Discount		(1,500)
TOTAL		\$2,575

Operating Assumptions

- Aggrieved Employees:
75 – individuals - CA Only
- Class Notice-no noticing. Distribution includes explanatory letter to check recipients.
- Data review, cleansing and preparing file for mailing; including NCOA, and new address searches, and skip tracing if required.
- Communications includes, PO BOX, Mail Correspondence, 800#, IVR and live phone operators.
- Project management assumes 14 hours at a blended rate of \$115 per hour. Includes summary reporting on a weekly basis if needed otherwise monthly.
- Qualified Settlement fund assumes 9 months. Price includes positive pay fraud protection and tax reporting both state and federal returns. All bank fees are included in pricing.
- All aggrieved employees receive a check along with explanatory letter and tax document.
- Uncashed checks – Cy Pres or Escheat.
- Disbursement includes positive pay "anti-fraud" features.



Thank you



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