

**STIPULATED AGREEMENT OF INDIVIDUAL PRIVATE ATTORNEYS GENERAL  
ACT CLAIMS**

This STIPULATED AGREEMENT OF PRIVATE ATTORNEYS GENERAL ACT CLAIMS (“Agreement”) is made by and between Plaintiff MARK LARSEN (“Plaintiff”) and Defendant, WESTLAKE SERVICES LLC (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.” This Agreement and Settlement pertain only to Plaintiff’s individual Private Attorneys General Act (“PAGA”) claims for violations affecting him personally, and does not purport to release claims for violations affecting putative aggrieved employees other than Plaintiff. Further, Plaintiff does not agree to waive Plaintiff’s right to assert standing to represent other aggrieved employees in a civil action under PAGA.

**1. DEFINITIONS.**

- 1.1. “Action” means the Plaintiff’s May 26, 2023 First Amended Complaint in the Los Angeles County Superior Court with case number 22STCV16900 alleging the following causes of action on his own behalf for: (1) Failure to Provide Expense Reimbursement in Violation of California Government Code § 2802; (2) Commission Forfeiture under California Government Code § 221; (3) Failure to Pay Overtime Wages in Violation of California Government Code § 1194; (4) Unpaid Wages in Violation of California Government Code § 558; (5) Unfair Business Practices in Violation of the Business & Professions Code §§ 17200; and, (6) Private Attorneys General Act (“PAGA”) Penalties (Lab. Code § 2699 *et seq.*)
- 1.2. “Aggrieved Employee” means Plaintiff.
- 1.3. “Court” means the Superior Court of California, County of Los Angeles.
- 1.4. “Defense Counsel” means Eugene C. Ryu, Penny Chen Fox, and Neil Eddington of K&L Gates LLP.
- 1.5. “Effective Date” means the date by when the Court has entered an order approving a Joint Stipulation for Approval of this Agreement, provided that Plaintiff submits the Agreement to the LWDA prior to filing of the Joint Stipulation for Approval.
- 1.6. “Gross Settlement Amount” means One Hundred Dollars (\$100.00) which is the total amount Defendant agrees to pay under the Settlement. The Gross Settlement Amount shall consist of and will be used to pay Plaintiff’s Individual PAGA Payment, and the LWDA PAGA Payment.
- 1.7. “Individual PAGA Payment” means the amount paid to Plaintiff’s consisting of 25% of the Gross Settlement Amount, which is Twenty-Five Dollars (\$25.00).
- 1.8. “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.9. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

- 1.10. "LWDA PAGA Payment" means the amount paid to the LWDA under Labor Code section 2699(i), consisting of 75% of the Gross Settlement Amount Penalties, which is Seventy-Five Dollars (\$75.00).
- 1.11. "PAGA Counsel" means James Cordes of James H. Cordes and Associates, the attorney representing the Plaintiff in the Action.
- 1.12. "PAGA Period" means the period from March 17, 2022 to the date the Court approves this Agreement.
- 1.13. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.14. "PAGA Notice" means Plaintiff's March 17, 2023 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.15. "Plaintiff" means Mark Larsen, the named plaintiff in the Action.
- 1.16. "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.17. "Released PAGA Claims" means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5 below.
- 1.18. "Released Parties" means: Defendant Westlake Services, LLC and any other party or entity that could be alleged to be jointly liable with Defendant under any theory, including joint employer, joint tortfeasor, or other similar theories, and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, affiliates, and past or present employees.
- 1.19. "Settlement" means the disposition of the PAGA claim alleged in the Action effected by this Agreement.
- 1.20. "Defendant" means named Defendant Westlake Services, LLC.

## **2. RECITALS.**

- 2.1. On or around May 26, 2023, Plaintiff filed a First Amended Complaint (the "Complaint") in the Los Angeles County Superior Court with case number 22STCV16900 alleging the following causes of action on his own behalf for: (1) Failure to Provide Expense Reimbursement in Violation of California Government Code § 2802; (2) Commission Forfeiture under California Government Code § 221; (3) Failure to Pay Overtime Wages in Violation of California Government Code § 1194; (4) Unpaid Wages in Violation of California Government Code § 558; (5) Unfair Business Practices in Violation of the Business & Professions Code §§ 17200; and, (6) Private Attorneys General Act ("PAGA") Penalties (Lab. Code § 2699 *et seq.*). Defendant denies the allegations in the Complaint, any prior complaint, and Plaintiff's

PAGA Notice, deny any failure to comply with the laws identified in in the Complaint and deny any and all liability for the causes of action alleged.

- 2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice which led to this Agreement to settle the Action.
- 2.3. The Parties have reached an agreement to resolve PAGA claims arising from violations allegedly suffered by Plaintiff.
- 2.4. Prior to negotiating the Settlement, Plaintiff obtained, through informal discovery, all relevant policies and pay and time data pertaining to Plaintiff's claims.

### **3. MONETARY TERMS.**

- 3.1. Gross Settlement Amount. Defendant promises to pay \$100.00 and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.1 of this Agreement. Defendant will remit Plaintiff's Individual PAGA Payment and the LWDA PAGA Payment directly to PAGA Counsel and the LWDA, respectively. In no circumstance shall Defendant be liable to pay an amount greater than the Gross Settlement Amount.

### **4. SETTLEMENT FUNDING AND PAYMENTS.**

- 4.1. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting Plaintiff's Individual PAGA Payment to PAGA counsel and the LWDA PAGA Payment to the LWDA no later than twenty-one (21) calendar days after the Effective Date. Once Defendant has made such payments, it and Released Parties will be deemed to have satisfied all terms and conditions under this Settlement, shall be entitled to all protections afforded to Defendant under this Settlement, and shall have no further obligations under the terms of the Settlement.
- 4.2. The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Plaintiff (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

### **5. RELEASES OF CLAIMS.** Effective on the date when Defendant fully fund the entire Gross Settlement Amount Plaintiff, the State of California, and the LWDA will release claims against all Released Parties as follows:

- 5.1. Plaintiff's Release. Plaintiff and his respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties, known or unknown, suspected or unsuspected, that Plaintiff may possess against any of the Released Parties arising from any omissions, acts, facts, or damages that have occurred up until and including the Effective Date of this Agreement, including, without limitation: any and all claims relating to, or arising from, Plaintiff's employment with Defendant and the termination of that relationship; misclassification; any claims for

fraud, misrepresentation, breach of fiduciary duty, breach of duty under applicable state law; any and all claims for wrongful discharge of employment; termination; discrimination; harassment; retaliation; breach of contract, both express and implied; breach of covenant of good faith and fair dealing, both express and implied; promissory estoppel; actions of entitlement to any wages, accrued vacation, expenses, overtime, commissions, bonuses, penalties, expense reimbursement, and/or other compensation paid or allegedly unpaid; negligent or intentional infliction of emotional distress; fraud; negligent or intentional misrepresentation; negligent or intentional interference with contract or prospective economic advantage; unfair business practices; defamation; libel; slander; negligence; personal injury; assault; battery; invasion of privacy; false imprisonment; conversion; and disability benefits; any and all claims for violation of any federal, state, or municipal statute, including, but not limited to, Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1991; the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Equal Pay Act; the Fair Labor Standards Act; the Fair Credit Reporting Act; the Employee Retirement Income Security Act of 1974; the Worker Adjustment and Retraining Notification Act; the Family and Medical Leave Act; the Older Worker Benefit Protection Act of 1990, the Age Discrimination in Employment Act, the Sarbanes-Oxley Act of 2002; the Immigration Control and Reform Act; the Genetic Information Non-Discrimination Act; the California Family Rights Act; the California Labor Code (where a bona fide dispute exists as to such claims); the California Fair Employment and Housing Act; any and all claims for violation of the federal or any state constitution; any and all claims arising out of any other laws and regulations relating to employment or employment discrimination; any claim for any loss, cost, damage, or expense arising out of any dispute over the non-withholding or other tax treatment of any of the proceeds received by Plaintiff as a result of this Release; and any and all claims for attorneys' fees and costs ("Plaintiff's Release"). Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

- 5.1.1. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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.

- 5.1.2. The Parties incorporate by reference the release contained in the contemporaneously executed Confidential Settlement and General Release between them.

5.2. Release by Plaintiff as an Aggrieved Employee, the LWDA and State of California:

Plaintiff, in his capacity as an Aggrieved Employee and PAGA representative pursuant to Labor Code section 2699 *et seq.*, the LWDA, and the State of California are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties arising from alleged violations against Plaintiff only, that were alleged, or reasonably could have been alleged, based on the facts stated in any Complaint and the PAGA Notice. Such released claims specifically include but are not limited to PAGA penalties for: (1) Failure to Provide Expense Reimbursement; (2) Commission Forfeiture and Failure to Pay Wages; (3) Failure to Pay Overtime Wages; (4) Unpaid wages and Civil Penalties; (5) Failure to Provide Compliant Wage Statements; (6) Failure to Timely Pay Wages; and, (7) Unpaid Wages, as well as all claims for attorney's fees and costs, interest, injunctive relief, declaratory relief, restitution, or punitive damages. This release does not extend to PAGA penalties arising from alleged violations against purported aggrieved employees other than Plaintiff. Plaintiff does not agree to waive Plaintiff's right to assert standing to represent other aggrieved employees in a civil action under PAGA.

5.3.

6. **STIPULATION OR MOTION FOR APPROVAL OF SETTLEMENT.** The Parties shall cooperate in good faith in submitting to the Court a joint stipulation for approval of this Agreement. PAGA Counsel shall concurrently deliver a copy of this Agreement to the LWDA. If necessary to obtain final approval of this Settlement, PAGA Counsel shall bring a Motion for Approval of Settlement, with input from Defense Counsel.

- 6.1. Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting and conferring in good faith, to resolve the disagreement. If the Court does not grant the motion or stipulation for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties to meet and confer to attempt to modify the Agreement and otherwise satisfy the Court's concerns. However, if the Court does not grant approval of the settlement in a form substantively similar to the version agreed to by the Parties, this settlement agreement becomes null and void as if no settlement of any claim was ever reached. All negotiations, statements and proceedings and data relating thereto shall be protected by California Evidence Code §1152 and shall be without prejudice to the rights of any of the Parties.

7. **CONTINUING JURISDICTION OF THE COURT.** The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement, and (ii) addressing such post-Judgment matters as are permitted by law.

- 7.1. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, the Parties waive their rights to appeal, object to, or otherwise challenge the any judgment approving the Settlement. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, seeks to intervene, or otherwise seeks to challenge the Settlement, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final.

## 8. ADDITIONAL PROVISIONS.

- 8.1. No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that representative treatment and Plaintiff's PAGA standing is stipulated for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).
- 8.2. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement of Plaintiff's Individual PAGA Claims, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party. The Parties agree that the contemporaneously executed Confidential Settlement Agreement and General Release is not superseded by this Agreement.
- 8.3. Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 8.4. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

- 8.5. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 8.6. No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 8.7. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 8.8. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the Parties and their respective heirs, trustees, executors, administrators, successors, and assigns.
- 8.9. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 8.10. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 8.11. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement. Further, The Parties and their Counsel will not make any public disclosure of the Settlement until after the filing of the motion for approval of the Settlement. Plaintiff and his counsel represent that they have not made any such disclosure. Plaintiff and PAGA Counsel shall not, and shall not encourage any other party to intervene, object, or appeal the Settlement. PAGA Counsel and named Plaintiff agree not to publicize the terms of this Settlement with the media, including but not limited to, any newspaper, journal, magazine, website and/or online reporter of settlements or on any website.
- 8.12. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 8.13. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

8.14. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff: James H. Cordes  
James Cordes and Associates  
1335 State Street  
Santa Barbara, California 93101  
jim@jamescordes.com

To  
Defendant: Eugene C. Ryu/Penny Chen Fox/Neil Eddington  
K&L Gates LLP  
10100 Santa Monica Blvd., 8th Floor,  
Los Angeles, CA 90067  
Gene.Ryu@klgates.com;  
Penny.Fox@klgates.com;  
Neil.eddington@klgates.com

8.15. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

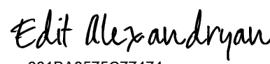
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4/2/2025

Signed by:  
  
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MARK LARSEN, Plaintiff

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WESTLAKE SERVICES, LLC, Defendant

**SIGNED ONLY AS TO FORM:**

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JAMES CORDES, Counsel For Plaintiff



GENE RYU; PENNY CHEN FOX; NEIL  
EDDINGTON, Counsel for Defendant