

JOINT STIPULATION AND SETTLEMENT AGREEMENT

Subject to approval by the Court, this Settlement Agreement is between Passion Gabourel (“Plaintiff”), on behalf of herself, and all other non-exempt, hourly employees who worked for Luxottica of America Inc. formerly known as Luxottica Retail North America, Inc. (“Defendant”) at LensCrafters stores in California. Plaintiff and Defendant collectively are referred to in this Agreement as the “Parties.”

I. DEFINITIONS

In addition to the other terms defined in this Agreement, the terms below have the following meaning:

- A. **Action:** *Passion Gabourel v. Luxottica of America, Inc. dba LensCrafters, et al.*, United States District Court Central District of California, Case No. 2:22-cv-00471-FWS-MAAx.
- B. **Administration Costs:** The costs incurred by the Settlement Administrator to administer this Settlement, which shall not exceed \$7,500. All Administration Costs shall be paid from the Gross Settlement Amount. Any amount not awarded by the Court or needed by the Settlement Administrator will become part of the Net Settlement Amount for distribution to the LWDA and Aggrieved Employees.
- C. **Aggrieved Employees:** All non-exempt, hourly employees who worked for Defendant at a LensCrafters store in California during the PAGA Period.
- D. **Agreement, Settlement Agreement, Joint Stipulation, or Settlement:** The settlement agreement reflected in this document, titled “Joint Stipulation and Settlement Agreement.”
- E. **Attorney Fee Award:** The amount, not to exceed one-third of the Gross Settlement Amount, approved by the Court and awarded to Plaintiff’s Counsel for attorneys’ fees. The Attorney Fee Award shall be paid from the Gross Settlement Amount and will not be opposed by Defendant. If the Court awards less than the amount requested, any amount not awarded will become part of the Net Settlement Amount for distribution to the LWDA and Aggrieved Employees.
- F. **Counsel for Defendant:** K. Sage Fahimi of Littler Mendelson, P.C.
- G. **Court:** United States District Court, Central District.
- H. **Cost Award:** The amount, not to exceed \$120,000, approved by the Court and awarded to Plaintiff’s Counsel for reimbursement of costs. The Cost Award will be paid from the Gross Settlement Amount and will not be opposed by

Defendant. If the Court awards less than the amount requested, any amount not awarded will become part of the Net Settlement Amount for distribution to the LWDA and Aggrieved Employees.

- I. **Defendant(s)**: Luxottica of America Inc. f/k/a Luxottica Retail North America, Inc.
- J. **Disbursement of the Settlement**: The dates on which the Settlement Administrator shall disburse the Gross and Net Settlement Amounts as instructed herein.
- K. **Effective Date**: The date on which the following events have occurred: (1) this Settlement Agreement has been executed by all Parties and their counsel; (2) the Court has entered a Final Order and Judgment; and (3) the Final Order and Judgment has become "Final." The Final Order and Judgment shall become "Final" when the latter of the following events occurs: (a) the first court day after the period for filing any appeal, writ, or other appellate proceeding relating to the Settlement has elapsed without any appeal, writ, or other appellate proceeding having been filed; (b) any appeal, writ, or other appellate proceeding opposing the Settlement has been dismissed finally and conclusively with no right by any appellant or objector to pursue further remedies or relief; or (c) any appeal, writ, or other appellate proceeding has upheld the Final Order and Judgment with no right by any appellant or objector to pursue further remedies or relief.
- L. **Final Order and Judgment**: The final order and judgment entered by the Court approving this settlement.
- M. **Funding of Settlement**: The Gross Settlement Amount will be wired by Defendant to the Settlement Administrator within thirty (30) days of the latter of: (1) the Effective Date or (2) the date the Settlement Administrator provides Defendant's counsel (a) a Form W-9 for the Settlement Administrator; (b) a copy of a cancelled check from the Settlement Administrator's account or a signed letter from the Settlement Administrator's bank on bank letterhead that includes: name of bank, account holder, account number, ACH routing number, and bank address; and (c) an email address for the Settlement Administrator to confirm the banking information. The Settlement Administrator shall provide this information as soon as possible and no later than within 5 days of the date the Court enters a Final Order and Judgment.
- N. **Gross Settlement Amount or GSA**: The total value of the Settlement is a non-reversionary Six Hundred Forty-Five Thousand dollars (\$645,000). This is the maximum amount Defendant can be required to pay under this Settlement Agreement. The Gross Settlement Amount includes: (1) the Individual Settlement Shares to Aggrieved Employees; (2) the Attorney Fee Award and Cost Award to Plaintiff's Counsel, as approved by the Court; (4) the

Administration Costs, as approved by the Court; and (5) the LWDA Payment to the LWDA, as approved by the Court. No portion of the Gross Settlement Amount will revert to Defendant for any reason.

- O. **Individual Settlement Share(s)**: The amount payable to each Aggrieved Employee under the terms of this Agreement.
- P. **LWDA**: California Labor and Workforce Development Agency.
- Q. **LWDA Payment**: Seventy-five percent (75%) of the Net Settlement Amount that shall be paid to the LWDA.
- R. **Net Settlement Amount or NSA**: The NSA is the total amount of money available for payout to Aggrieved Employees and the LWDA, which is the GSA less the Attorney Fee Award, Cost Award, and Administration Costs. 75% of the NSA shall be paid to the LWDA as the LWDA Payment and 25% shall be paid to Aggrieved Employees as Individual Settlement Shares.
- S. **PAGA**: The California Labor Code Private Attorneys General Act of 2004 (Cal. Labor Code §§ 2698 *et seq.*).
- T. **PAGA Notice or Notice**: The Notice of PAGA Settlement, substantially similar to the form attached hereto as **Exhibit A**, subject to Court approval, which will accompany each Individual Settlement Share check.
- U. **PAGA Period**: May 9, 2023 through February 2, 2026.
- V. **PAGA Representative or Plaintiff**: Passion Gabourel.
- W. **Plaintiff's Counsel**: Matthew J. Matern, Launa Adolph and Kayvon Sabourian of Matern Law Group, PC.
- X. **Qualified Settlement Fund or QSF**: The Parties agree that the Gross Settlement Amount is intended to be a "Qualified Settlement Fund" under Section 468B of the Code and Treasury Regulations § 1.4168B-1, 26 C.F.R. § 1.468B-1, *et seq.*, and will be administered by the Settlement Administrator as such. The Parties and Settlement Administrator shall treat the QSF as coming into existence as a Qualified Settlement Fund on the earliest date permitted as set forth in 26 C.F.R. § 1.468B-1, and such election statement shall be attached to the appropriate returns as required by law.
- Y. **Released Claims**: All claims and/or causes of action for civil penalties under PAGA which arose during the PAGA Period and are based on the facts pled in the operative complaint filed in the Action and notice to the LWDA, including but not limited to all claims for failure to provide meal periods or pay meal period premiums at the regular rate of pay, all claims for failure to authorize

and permit rest breaks or pay rest break premiums at the regular rate of pay, all claims for failure to pay all wages, including overtime and premium wages, all claims for failure to provide compensation for all hours worked, all claims for failure to pay minimum wages, all claims for late and/or untimely payment of wages, all claims for failure to maintain and provide accurate itemized wage statements, and all claims for failure to reimburse necessary business expenses, and all claims for attorneys' fees and costs based thereon.

- Z. Released Parties:** Defendant including its past, present, and future divisions, affiliates, parents, subsidiaries, predecessors, successors, assigns, members, shareholders, owners, officers, directors, employees, agents, trustees, attorneys, representatives, administrators, fiduciaries, beneficiaries, subrogees, executors, partners, and privies.
- AA. Settlement Administration:** The Settlement Administrator will conduct a skip trace for the address of all former employee Aggrieved Employees and run the names of all Aggrieved Employees through the National Change of Address ("NCOA") database to determine any updated addresses. The Settlement Administrator will mail the Individual Settlement Share checks and Notice by first class U.S. mail to all Aggrieved Employees. The Notice will inform Aggrieved Employees of the resolution of the Action and their entitlement to the enclosed settlement payment.
- BB. Settlement Administrator:** The third party administrator agreed upon by Parties to administer this Settlement is Xpand Legal Consulting LLC.

II. RECITALS

- A.** Plaintiff Passion Gabourel sent her Notice of Labor Code Violations Pursuant to Labor Code § 2699.3 on August 31, 2021. In the letter, Plaintiff, a now former non-exempt employee, apprised the LWDA of her claims against Defendant. Plaintiff's notice alleged that Defendant violated the California Labor Code by failing to pay minimum wages, failing to pay all overtime wages, failing to provide lawful meal and rest periods, failing to provide accurate itemized wage statements, failing to pay all wages owed at termination and failing to timely pay wages during employment.
- B.** The Action was filed by Plaintiff in the Los Angeles County Superior Court on November 23, 2021. The complaint alleged causes of action on behalf of Plaintiff and those similarly situated aggrieved employees for failure to pay minimum wages, failure to pay overtime, failure to provide meal periods, failure to provide rest periods, failure to provide compliant wage statements, failure to pay all wages due at termination and failure to timely pay wages during employment. The Action was removed on or about January 21, 2022 to the United States District Court for the Central District of California, Case No. 2:22-cv-00471-FWS-MAAx.

- C. After filing, the Parties conducted discovery. Defendant produced hundreds of pages of documents and a sampling of time and wage records for aggrieved employees comprised of hundreds of thousands of lines of data.
- D. The Parties attended a Mandatory Settlement Conference on February 2, 2026 before the Honorable Maria A. Audero and reached a settlement.
- E. **Benefits of Settlement to Aggrieved Employees.** Plaintiff and Plaintiff's Counsel recognize the expense and length of continued proceedings necessary to continue the litigation against Defendant through trial and through any possible appeals. Plaintiff and Plaintiff's Counsel also have taken into account the uncertainty and risk of further litigation, the potential outcome, and the difficulties and delays inherent in such litigation. Plaintiff and Plaintiff's Counsel have conducted extensive settlement negotiations. Based on the foregoing, Plaintiff and Plaintiff's Counsel believe the settlement set forth in this Agreement is a fair, adequate, and reasonable settlement, and is in the best interests of the Aggrieved Employees.
- F. **Defendant's Reasons for Settlement.** Defendant recognizes that the defense of the Action will be protracted and expensive. Substantial amounts of time, energy, and resources of Defendant have been and, unless this settlement is made, will continue to be devoted to the defense of the claims asserted by Plaintiff. Defendant, therefore, has agreed to settle in the manner and upon the terms set forth in this Agreement to put to rest the Released Claims.
- G. **Defendant's Denial of Wrongdoing.** Defendant generally and specifically denies any and all liability or wrongdoing of any sort with regard to any of the claims alleged, and makes no concessions or admissions of liability of any sort. Defendant asserts a number of defenses to the claims, and denies any wrongdoing or liability arising out of any of the alleged facts or conduct in the Action. Neither this Agreement, nor any document referred to or contemplated herein, nor any action taken to carry out this Agreement, is or may be construed as, or may be used as an admission, concession, or indication by or against Defendant or any of the Released Parties of any fault, wrongdoing, or liability whatsoever. There has been no final determination by any court as to the merits of the claims asserted by Plaintiff against Defendant.

III. SETTLEMENT TERMS AND CONDITIONS

- A. **Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the Gross Settlement Amount that Defendant is obligated to pay under this Settlement Agreement is Six Hundred and Forty-Five Thousand Dollars and Zero Cents (\$645,000).

B. Distribution of GSA. Subject to the terms and conditions of this Agreement, the Settlement Administrator shall disburse the GSA as directed herein to the following:

- 1. To Plaintiff's Counsel.** Plaintiff's Counsel will apply to the Court for, and Defendant agrees not to oppose, an Attorney Fee Award not to exceed one-third of the GSA and a Cost Award not to exceed \$120,000. The Settlement Administrator will pay the court-approved amounts for the Attorney Fee Award and Cost Award out of the GSA. Payroll tax withholding and deductions will not be taken from the Attorney Fee Award or the Cost Award. IRS Forms 1099 will be issued to Plaintiff's Counsel with respect to the Attorney Fee Award. In the event the Court does not approve the entirety of the application for the Attorney Fee Award and/or Cost Award, the Settlement Administrator shall pay whatever amount the Court awards, and neither Defendant nor the Settlement Administrator shall be responsible for paying the difference between the amount requested and the amount awarded. If the amount awarded is less than the amount requested by Plaintiff's Counsel for the Attorney Fee Award and/or Cost Award, the difference shall become part of the NSA and be available for distribution to the LWDA and Aggrieved Employees.
- 2. To the Settlement Administrator.** The Settlement Administrator will pay to itself Administration Costs (reasonable fees and expenses) approved by the Court not to exceed \$7,500. This will be paid out of the GSA. If the actual amount of Administration Costs is less than the amount estimated and/or requested, the difference shall become part of the NSA and be available for distribution to the LWDA and Aggrieved Employees.
- 3. To the LWDA.** The Settlement Administrator will pay seventy-five percent (75%) of the Net Settlement Amount to the LWDA as the LWDA Payment.
- 4. To Aggrieved Employees.** The Settlement Administrator will pay Aggrieved Employees according to the Individual Settlement Share calculations set forth above.

C. Individual Settlement Shares. Subject to the terms and conditions of this Agreement, the Settlement Administrator will pay an Individual Settlement Share from the NSA to each Aggrieved Employee.

- 1. Individual Settlement Share Calculation.** Each Aggrieved Employee will receive a proportionate share of the 25% portion of the NSA that is payable to the Aggrieved Employees, which shall be calculated by dividing the number of pay periods he or she worked for Defendant as a non-exempt employee in California during the PAGA Period based on the Database provided by Defendant by the total number of pay periods worked by all Aggrieved Employees based on the same Database. One day

worked in any pay period will be credited as one pay period for purposes of this calculation.

2. **Tax Treatment.** Each Aggrieved Employee's Individual Settlement Share will be apportioned as 100% penalties, will not be subject to any tax withholdings, and shall be reported on an IRS 1099 form.

D. Appointment of Settlement Administrator. The Settlement Administrator shall be responsible for performing skip traces and NCOA searches on Aggrieved Employee addresses; preparing and mailing Notices and Individual Settlement Share checks to Aggrieved Employees; calculating each Aggrieved Employee's Individual Settlement Share; providing a declaration for submission to the Court prior to the Settlement Approval hearing; calculating and mailing the LWDA Payment to the LWDA; distributing the Attorney Fee Award and Cost Award to Plaintiff's Counsel; printing and providing Aggrieved Employees with 1099 forms as required under this Agreement and applicable law; providing a due diligence/post-disbursement declaration for submission to the Court upon the completion of the Settlement; providing any funds remaining in the QSF as a result of uncashed checks to the State Controller's Office Unclaimed Property Fund in the name of the Aggrieved Employee, in the amounts directed per this Settlement; and for such other tasks as the Parties mutually agree. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

E. Procedure for Approving Settlement.

1. Plaintiff will move for an order granting approval of the Settlement.
2. At the Settlement Approval hearing, Plaintiff will appear and support the granting of the motion.
3. **Effect of Denial of Settlement Approval.** Should the Court decline to approve all material aspects of the Settlement, the Settlement will be null and void, and the Parties will have no further obligations under it.
4. **Proposed Final Order and Judgment.** In connection with the motion for approval of the Settlement, the Parties shall present to the Court a proposed Final Order and Judgment, approving of the Settlement and entering judgment in accordance therewith. After entry of the Final Order and Judgment, the Court shall have continuing jurisdiction over the Action for purposes of: (1) enforcing this Settlement Agreement; (2) addressing settlement administration matters; and (3) addressing such post-judgment matters as may be appropriate under Court rules and applicable law.

F. Notice and Disbursement to Aggrieved Employees. After the Court enters its Final Order and Judgment, every Aggrieved Employee will be provided with a Notice accompanying his or her Individual Settlement Share check in accordance with the following procedure:

- 1. Database.** Within ten (10) days after the Effective Date, Defendant shall deliver to the Settlement Administrator an electronic database, which will list for each Aggrieved Employee: (1) first and last name; (2) last known mailing address; (3) social security number; and (4) the total number of pay periods during which the Aggrieved Employee performed work during the PAGA Period as an Aggrieved Employee (“Database”). If any or all of this information is unavailable to Defendant, Defendant will so inform Plaintiff’s Counsel and the Parties will make their best efforts to reconstruct or otherwise agree upon how to deal with the unavailable information. The Database shall be based on Defendant’s payroll, personnel, and other business records. The Settlement Administrator will conduct a skip trace for the address of all Aggrieved Employees who are former employees of Defendant and an NCOA search on all addresses. The Settlement Administrator shall maintain the Database and all data contained within the Database as private and confidential.
- 2. Funding the Settlement:** Defendant shall pay via ACH transfer the Gross Settlement Amount to the Settlement Administrator as set forth in Section I, Paragraph M, above.
- 3. Settlement Administrator’s Disbursement Duties.** Subject to the Court approving the Settlement, the Settlement Administrator shall distribute funds pursuant to the terms of this Agreement and the Final Order and Judgment. The Settlement Administrator shall keep Defendant’s Counsel and Plaintiff’s Counsel apprised of all distributions from the GSA. The Settlement Administrator shall respond to questions from Defendant’s Counsel and Plaintiff’s Counsel.
- 4. Disbursement:** The Settlement Administrator will disburse the GSA within ten (10) days after funding, as instructed herein. The Settlement Administrator shall disburse: (1) the Individual Settlement Shares to be paid to Aggrieved Employees; (2) the Attorney Fee Award and Cost Award to Plaintiff’s Counsel, as approved by the Court; (3) the Administration Costs, as approved by the Court; and (4) the LWDA Payment.
- 5. Returned Notices and Checks.** If a Notice and Individual Settlement Check are returned because of an incorrect address, within five (5) business days from receipt of the returned Notice, the Settlement Administrator will conduct a search for a more current address for the Aggrieved Employee and re-mail the Notice and Individual Settlement Share check to the Aggrieved Employee. The Settlement Administrator will use the NCOA

and skip traces to attempt to find the current address. The Settlement Administrator will be responsible for taking reasonable steps to trace the mailing address of any Aggrieved Employee for whom a Notice and Individual Settlement Share check is returned by U.S. Postal Service as undeliverable. These reasonable steps shall include, at a minimum, the tracking of all undelivered mail; performing address searches for all mail returned without a forwarding address; calling Aggrieved Employees to determine an accurate mailing address if none can be found; and promptly re-mailing the Notice and Individual Settlement Check to Aggrieved Employees for whom new addresses are found. If the PAGA Notice is re-mailed, the Settlement Administrator will note for its own records the date and address of each re-mailing.

- G. Waiver of Right to Appeal.** Provided that the Final Order and Judgment is consistent with the terms and conditions of this Agreement, the Parties and their respective counsel waive any and all rights to appeal from the Judgment, including, but not limited to, all rights to any post-judgment proceeding and appellate proceeding, such as a motion to vacate or set aside judgment, and any extraordinary writ, and the Final Order Judgment will become non-appealable at the time it is entered. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceeding, or post-judgment proceeding. This provision shall not preclude Plaintiff's Counsel from appealing a reduction in the Attorney Fee Award or Cost Award.
- H. Vacating, Reversing, or Modifying Judgment on Appeal.** If, after a notice of appeal, the reviewing court vacates, reverses, or modifies the Final Order and Judgment such that there is a material modification to the Settlement, and that court's decision is not completely reversed and the Final Order and Judgment is not fully affirmed on review by a higher court, then this Settlement will become null and void and the Parties will have no further obligations under it. A material modification would include, but not necessarily be limited to, any alteration of the GSA, an alteration in the calculation of the NSA, and any change to the calculation of the Individual Settlement Shares.
- I. Final Report by Settlement Administrator.** Within ten (10) business days after the disbursement of all funds, the Settlement Administrator will serve on the Parties a declaration providing a final report on the disbursements of all funds.
- J. Uncashed Checks.** Aggrieved Employees must cash or deposit their Individual Settlement Share checks within one hundred eighty (180) calendar days after the checks are mailed to them. If any checks remain uncashed or not deposited after 90 days, the Settlement Administrator shall mail a reminder postcard to the Aggrieved Employees who have not cashed or deposited their Individual Settlement Share checks. The Settlement Administrator shall cancel any checks that remain uncashed or not deposited after 180 days, and all funds associated

with those checks shall be transmitted by the Settlement Administrator to the State Controller's Office Unclaimed Property Fund in the name of the Aggrieved Employee.

K. Release of Claims. Upon the Effective Date, as defined above, the State of California and its agencies, and each and every Aggrieved Employee, including Plaintiff, shall release the Released Claims, as defined above, against the Released Parties.

L. Miscellaneous Terms

- 1. No Admission of Liability.** Defendant makes no admission of liability or wrongdoing by virtue of entering into this Agreement. Additionally, Defendant reserves the right to contest liability if the Settlement is not approved. Defendant denies that it has engaged in any unlawful activity, have failed to comply with the law in any respect, or have any liability to anyone under the claims asserted in the Action. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant of liability or wrongdoing. This Settlement and Plaintiff's and Defendant's willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with this Settlement).
- 2. No Effect on Employee Benefits.** The Individual Settlement Shares paid to Plaintiff and Aggrieved Employees shall not be deemed to be pensionable earnings and shall not have any effect on the eligibility for, or calculation of, any of the employee benefits (e.g., vacation, holiday pay, retirement plans, etc.) of Plaintiff or the Aggrieved Employees. The Parties agree that any Individual Settlement Share paid to Plaintiff or the Aggrieved Employees under the terms of this Agreement do not represent any modification of Plaintiff's or Aggrieved Employees' previously credited hours of service or other eligibility criteria under any employee pension benefit plan or employee welfare benefit plan sponsored by Defendant.
- 3. Integrated Agreement.** After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibits will constitute the entire Agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any party concerning this Agreement or its exhibits, other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits.
- 4. Authorization to Enter Into Settlement Agreement.** Plaintiff's Counsel and Defendant's Counsel 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 under this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement this Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties will seek the assistance of the Court, and in all cases, all such documents, supplemental provisions, and assistance of the Court will be consistent with this Agreement.

- 5. Exhibits and Headings.** The terms of this Agreement include the terms set forth in the attached exhibits, which are incorporated by this reference as though fully set forth herein. Any exhibits to this Agreement are an integral part of the Settlement and must be approved substantially as written. The descriptive headings of any paragraphs or sections of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement.
- 6. Interim Stay of Proceedings.** The Parties agree to stay and hold all proceedings in the Action in abeyance, except such proceedings necessary to implement and complete the Settlement, pending the Settlement Approval hearing to be conducted by the Court.
- 7. Amendment or Modification of Agreement.** This Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by counsel for all Parties or their successors-in-interest.
- 8. Agreement Binding on Successors and Assigns.** This Agreement will be binding upon, and inure to the benefit of, the successors and assigns of the Parties, as previously defined.
- 9. No Prior Assignment.** Plaintiff hereby represents, covenants, and warrants that she has 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 herein released and discharged.
- 10. Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law principles or choice of law principles.
- 11. Fair, Adequate, and Reasonable Settlement.** The Parties and their respective counsel believe and warrant that this Agreement reflects a fair,

reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, current and potential.

- 12. No Tax or Legal Advice.** The Parties understand and agree that the Parties are neither providing tax or legal advice, nor making representations regarding tax obligations or consequences, if any, related to this Agreement, and that Aggrieved Employees will assume any such tax obligations or consequences that may arise from this Agreement, and that Aggrieved Employees shall not seek any indemnification from the Parties or any of the Released Parties in this regard. The Parties agree that, in the event that any taxing body determines that additional taxes are due from any Aggrieved Employee, such Aggrieved Employee assumes all responsibility for the payment of such taxes.
- 13. Jurisdiction of the Court.** The Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all orders and judgment entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the Settlement embodied in this Agreement and all orders and judgments in connection therewith.
- 14. Invalidity of Any Provision; Severability.** Before declaring any provision of this Agreement invalid, the Parties request that the Court first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Agreement valid and enforceable. In the event any provision of this Agreement shall be found unenforceable, the unenforceable provision shall be deemed deleted, and the validity and enforceability of the remaining provisions shall not be affected thereby.
- 15. 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.
- 16. Execution in Counterpart.** This Agreement may be executed in one or more counterparts. All executed counterparts, and each of them, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves original signed counterparts. Facsimile or PDF signatures will be accepted. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

IV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel execute this Agreement.

Dated: Sep 8, 2026

Passion Gabourel


Passion gabourel (Sep 8, 2026 17:32:43 PDT)

Plaintiff

Dated: _____

**LUXOTTICA OF AMERICA INC. formerly
known as LUXOTTICA RETAIL NORTH
AMERICA, INC.**

Defendant

Name:

Title:

Dated: 09/09/26

MATERN LAW GROUP, PC



MATTHEW J. MATERN

LAUNA ADOLPH

KAYVON SABOURIAN

Attorneys for Plaintiff PASSION GABOUREL

Dated: _____

LITTLER MENDELSON, P.C.

K. Sage Fahimi, Esq.

Attorneys for Defendant

IV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel execute this Agreement.

Dated: _____

Passion Gabourel

Plaintiff

Dated: September 11, 2026

**LUXOTTICA OF AMERICA INC. formerly
known as LUXOTTICA RETAIL NORTH
AMERICA, INC.**



Defendant

Name: Sara Francescutto

Title: EVP - Finance

Dated: _____

MATERN LAW GROUP, PC

MATTHEW J. MATERN
LAUNA ADOLPH
KAYVON SABOURIAN
Attorneys for Plaintiff PASSION GABOUREL

Dated: September 11, 2026

LITTLER MENDELSON, P.C.



K. Sage Fahimi, Esq.
Attorneys for Defendant