PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between Plaintiffs Raquel Quijano and Ingrid Ajuchan ("Plaintiffs") and Defendant California Eye Management Services, LP (together with its affiliated entities "CEMS" or "Defendant"). The Agreement refers to Plaintiffs and CEMS collectively as "Parties," or individually as "Party."

1. DEFINITIONS.

1.1. "Action" means the Plaintiff's lawsuit alleging wage and hour violations under the Private Attorneys General Act of 2004, Labor Code section 2698 *et seq*. ("PAGA") against CEMS captioned Raquel Quijano, on behalf of herself and all "aggrieved employees" pursuant to Labor Code § 2698 *et seq*. v. California Eye Management Services, L.P., a California Limited Partnership, Case No. 23PSCV01045, initiated on April 10, 2023 and pending in Superior Court of the State of California, County of Los Angeles, and amended on January 4, 2024 to add Ingrid Ajuchan as an additional named plaintiff.

1.2. "Administrator" means CPT Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid of $12,000.

1.4. "Aggrieved Employee" means a non-exempt, hourly-paid current or former employee who worked for CEMS during the PAGA Period.

1.5. "Aggrieved Employee Data" means Aggrieved Employee identifying information in CEMS's possession including the Aggrieved Employee's name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.

1.6. "Aggrieved Employee Address Search" means the Administrator's investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.

1.7. "Court" means the Superior Court of California, County of Los Angeles.

1.8. "Defense Counsel" means Law Offices of Diane B. Sherman, APC.

1.9. "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgment is final. The Judgment is final as of the date the court dismisses the Action with prejudice, subject to the Court's continuing jurisdiction pursuant to California Code of Civil Procedure section 664.6 to monitor and enforce the terms of the PAGA Settlement.

1.10. "Gross Settlement_Amount" means $325,000.00, which is the total amount CEMS agrees to pay under the Settlement except as provided in Paragraph 3.1 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Plaintiffs' Service Payments, and the Administration Expenses Payment.

1.11. "Individual PAGA Payment" means each Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period in proportion to the total number of Pay Periods worked by all Aggrieved Employees during the PAGA Period. The Administrator will disburse Individual PAGA Payments without asking or requiring Aggrieved Employees to submit any claim as a condition of payment.

1.12. "Judgment" means the judgment entered by the Court approving this Agreement and dismissing the Action with prejudice, subject to the Court's continuing jurisdiction pursuant to California Code of Civil Procedure section 664.6 to monitor and enforce the terms of the PAGA Settlement.

1.13. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.14. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (a) (as in force prior to amendments effective June 1, 2024, which came after the date of Plaintiffs' PAGA Notices).

1.15. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: the LWDA PAGA Payment, PAGA Counsel Fees and Litigation Expenses Payment, Plaintiffs' Service Payments, and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.

1.16. "PAGA Counsel" means CounselOne, PC and Gaines & Gaines, APLC, collectively, the attorneys representing the Plaintiffs in the Action.

1.17. "PAGA Counsel Fees and Litigation Expenses Payment" means the amount allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, incurred to prosecute the Action.

1.18. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for CEMS for at least one (1) day during the PAGA Period.

1.19. "PAGA Period" means the period from January 31, 2022 to October 8, 2024.

1.20. "PAGA" means the Private Attorneys General Act (Labor Code § 2698 *et seq.*).

1.21. "PAGA Notices" refers to Plaintiffs' letters dated January 31, 2023 and July 17, 2024 to CEMS and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.22. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to LWDA after deductions for the PAGA Counsel Fees and Litigation Expenses Payment, Plaintiffs' Service Payments, and the Administration Expenses Payment.

1.23. "Plaintiffs" means Raquel Quijano and Ingrid Ajuchan, the named plaintiffs in the Action.

1.24. "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.

1.25. "Released PAGA Claims" means the claims being released by the Plaintiffs and Aggrieved Employees and as described in Paragraph 5 below.

1.26. "Released Parties" means CEMS and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, trustees, fiduciaries, predecessors, successors, assigns, subsidiaries, parent companies and affiliates.

1.27. "Settlement" or "PAGA Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

1.28. "CEMS" means named Defendant California Eye Management Services, LP.

2. RECITALS.

2.1. On April 10, 2023, Plaintiff Raquel Quijano commenced this Action by filing a Complaint alleging individual and representative claims pursuant to the California Private Attorneys General Act ("PAGA"). On January 4, 2024, Plaintiff amended the Complaint to name Plaintiff Ingrid Ajuchan as an additional named Plaintiff. The January 4, 2024 Amended Complaint is the operative complaint in the Action (the "Operative Complaint."). CEMS denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.

2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiffs gave timely written notice to CEMS and the LWDA by sending PAGA Notices to the LWDA.

2.3. The Parties participated in an all-day mediation sessions presided over by the Honorable Margaret A. Nagle (Ret.) which led to this Agreement to settle the Action.

2.4. Prior to mediation, Plaintiffs obtained, through informal discovery, information and documents pertinent to the claims alleged in the Action for Aggrieved Employees from January 31, 2022 through October 8, 2024 ("PAGA Period"). The 600 Aggrieved Employees worked a total of approximately 13,150 pay periods during the PAGA Period. CEMS will provide Aggrieved Employee Data for all Aggrieved Employees who worked for CEMS during the PAGA Period to the Administrator within ten (10) days of entry of the Judgment approving this Agreement.

2.5. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

2.6. The Parties have conducted a thorough investigation into the facts of the Action. This includes conducting extensive exchange of discovery, including Defendant's written policies and practices, and the production of payroll and timekeeping records for various Aggrieved Employees. PAGA Counsel is both knowledgeable about and has done extensive research with respect to the applicable law and potential defenses to the claims at issue in the Action. Based on the foregoing data and on their own independent investigation and evaluation, PAGA 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 Aggrieved Employees in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation, various defenses asserted by Defendant, and potential appellate issues.

3. MONETARY TERMS.

3.1. <u>Gross Settlement Amount</u>. CEMS promises to pay $325,000.00 and no more as the Gross Settlement Amount. CEMS has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Section 4 of this Agreement. The Gross Settlement Amount is the maximum amount that will be paid by Defendant and includes Individual PAGA Payments, the LWDA PAGA Payment, the PAGA Counsel Fees and Litigation Expenses Payment, Plaintiffs' Service Payments, and the Administration Expenses Payment.

3.2. <u>Payments from the Gross Settlement Amount</u>. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1. <u>To PAGA Counsel</u>. A PAGA Counsel Fees and Litigation Expenses Payment of not more than one-third of the Gross Settlement Amount, *i.e.*, One Hundred and Eight Thousand, Three Hundred and Thirty-Three Dollars and Thirty-Three Cents ($108,333.33) plus actual costs incurred not to exceed $15,000. CEMS will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiffs and/or PAGA Counsel will file an application or motion for the PAGA Counsel Fees and Litigation Expenses Payment. The substance of PAGA Counsel's application for attorneys' fees, expenses and costs is to be considered separately from the Court's consideration of the fairness, reasonableness, adequacy, and good faith of the settlement of the Action. The Parties agree that in the event the Court reduces the percentage of the Gross Settlement Amount that represents the PAGA Counsel Fees and Litigation Expenses Payment, the remainder of the settlement terms shall remain in full force and effect and the Court's reduction of PAGA Counsel's attorneys' fees shall not invalidate the remainder of the settlement terms, nor shall the outcome of any proceeding related to PAGA Counsel's application for attorneys' fees, expenses and costs terminate this Agreement or otherwise affect the Court's ruling on the motion for approval. If the Court approves PAGA Counsel Fees and Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the PAGA Penalties. Released Parties shall have no liability to PAGA Counsel arising from any claim to any portion of any PAGA Counsel Fee and Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees and Litigation Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees and Litigation Expenses Payment and holds CEMS harmless, and indemnifies CEMS, from any dispute or controversy regarding any division or sharing of any of the PAGA Counsel Fees and Litigation Expenses Payment.

3.2.2. <u>Service Payments to Named Plaintiffs</u>. Defendant will not oppose a request by the named Plaintiffs for a service payment of up to Five Thousand Dollars ($5,000.00), each, to be deducted from the Gross Settlement Amount and reported via IRS Form 1099, in exchange for their service as PAGA Representatives. The service payments are in addition to the payment to which they are entitled as Aggrieved Employees. In the event that the Court reduces or does not approve the requested service payments, Plaintiffs shall not have the right to revoke this PAGA Settlement Agreement, and it will remain binding. To the extent the Court approves Service Payments less than $5,000.00, the Administrator will retain the remainder in the PAGA Penalties. The amounts of the Service Payments are to be considered separately from the Court's consideration of the fairness, reasonableness, adequacy, and good faith of the settlement of the Action. The outcome of the Court's ruling on the amount of the Service Payments shall not terminate this Agreement or otherwise affect the Court's ruling on the motion for approval.

3.2.3. <u>To the Administrator</u>: The Administration Expenses Payment shall not exceed $12,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses Payment is less or the Court approves payment less than $12,000, the Administrator will retain the remainder in the PAGA Penalties. The amount of the Administrator Expenses Payment is to be considered separately from the Court's consideration of the fairness, reasonableness, adequacy, and good faith of the settlement of the Action. The outcome of the Court's ruling on the amount of the Administration Expenses Payment shall not terminate this Agreement or otherwise affect the Court's ruling on the motion for approval.

3.3. Allocation of Net Settlement Amount. Seventy-five percent (75%) of the Net Settlement Amount will be paid to the LWDA pursuant to the PAGA as the LWDA PAGA Payment and the remaining 25% will be paid as Individual PAGA Payments to Aggrieved Employees. To calculate each Individual PAGA Payment, the Administrator shall first determine for each Aggrieved Employee the pay periods the Aggrieved Employee was employed by Defendant during the PAGA Period. The Administrator shall divide the total amount allocated to Individual PAGA Payments by the sum of all Aggrieved Employees' pay periods to calculate an "Estimated Amount Per Pay Period." For each Aggrieved Employee, the Administrator shall then multiply the Estimated Amount Per Pay Period by the Aggrieved Employee's pay periods in the PAGA Period to determine each Individual PAGA Payment. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, CEMS estimates there are 600 Aggrieved Employees who worked a total of 13,150 PAGA Pay Periods.

4.2. Aggrieved Employee Data. Within ten (10) days of the Judgment, CEMS will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. CEMS has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which CEMS must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data. The Parties agree that Plaintiffs and PAGA Counsel shall not have access or otherwise be made privy to the Aggrieved Employee Data other than the total number of Aggrieved Employees and PAGA Pay Periods.

4.3. Funding of Gross Settlement Amount. CEMS shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than ten (10) business days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within ten (10) business days after CEMS funds the Gross Settlement Amount, the Administrator will mail checks for all Individual

PAGA Payments ("Settlement Checks"), the LWDA PAGA Payment, the Administration Expenses Payment, and the PAGA Counsel Fees and Litigation Expenses Payment. Disbursement of the PAGA Counsel Fees and Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within seven (7) days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, including checks returned as undelivered after the Administrator has conducted an Aggrieved Employee Address Search, the uncashed funds will revert to CEMS.

4.4.4. The payment of Individual PAGA Payments shall not obligate CEMS to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

4.4.5. Accompanying every Settlement Check shall be a letter addressed to the Aggrieved Employees explaining the reason for the Individual PAGA Payment indicating that by operation of the Court's approval of the Settlement, all claims under the Private Attorneys General Act through October 8, 2024 are released. A copy of this letter is attached as **Exhibit A**.

5. RELEASES OF CLAIMS.

5.1 Effective on the date when CEMS fully funds the entire Gross Settlement Amount, Plaintiffs and PAGA Counsel will release claims against all Released Parties as defined in this Section.

5.2 Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish 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.

5.3 Release by Aggrieved Employees: All Aggrieved Employees 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 that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notices.

5.4 Release by PAGA Counsel: PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Counsel Fees and Litigation Expenses incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice other than as specifically provided for herein as part of the Gross Settlement Amount. PAGA Counsel further understands and agrees that any payments approved by the Court for PAGA Counsel Fees and Litigation Expenses will be the full, final and complete payment of all attorneys' fees, expenses and costs associated with PAGA Counsel's representation in the Action (other than in connection with Plaintiffs' Individual Claims pending in arbitration).

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.

6.1 Plaintiffs' Responsibilities. PAGA Counsel will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from PAGA Counsel attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (iii); all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Responsibilities of PAGA Counsel. PAGA Counsel is responsible for delivering the Court's Approval to the Administrator.

6.3 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 in person or by telephone, and in good faith, to resolve the disagreement. If the Parties are unable to do so they shall re-engage the Mediator to assist in finalizing the settlement agreement with the cost of Mediator's time to be split 50/50 by the parties. If the Court does not grant the motion 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 by meeting by telephone or videocall, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns, and shall re-engage the Mediator to assist in finalizing the revised Agreement, with the cost of the Mediator's time to be split 50/50 by the Parties.

6.4 Effect of Failure to Grant Approval. In the event the Court declines to approve this Agreement, this Settlement Agreement will be of no force or effect, except that the Parties may agree to jointly seek reconsideration and/or appellate review of the decision denying entry of the Judgment.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected CPT Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, the named Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for the Administration Expenses Payment. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than any professional relationship arising out of prior experiences administering settlements. Within five (5) days after the filing of the joint motion for settlement approval, PAGA Counsel shall retain the Administrator.

7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

7.4 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise. The Administrator shall be responsible for: (i) maintaining the Gross Settlement Fund in its bank account; (ii) distributing the court-approved PAGA Counsel Fees and Litigation Expenses Payment to PAGA Counsel and Administration Fees from the Gross Settlement Fund in accordance with this Agreement; (iii) promptly and simultaneously copying counsel for all Parties on material correspondence and promptly and simultaneously notifying all counsel for the Parties of any material requests or communications made by any Party; (iv) promptly and simultaneously furnishing to counsel for the Parties copies of any written or electronic communications from Aggrieved Employees which the Administrator receives; (v) calculating the Individual PAGA Payments to Aggrieved Employees based on the Aggrieved Employee Data; (vi) mailing LWDA Payment to the LWDA; (vii) mailing the Individual PAGA Payments to Aggrieved Employees; (viii) issuing the PAGA Counsel Fees and Litigation Expenses Payment to PAGA Counsel; (ix) providing a final report detailing the results of the Aggrieved Employee mailings Defense Counsel, (x) issuing 1099 forms for amounts paid to Aggrieved Employees from the Gross Settlement Amount; (xi) maintaining adequate records of its activities including dates of mailing and issuance of tax documents to Aggrieved Employees; (xii) confirming in writing to the Parties and the Court its completion of the administration of the settlement; and (xiii) such other tasks as the Parties mutually agree.

8. CONTINUING JURISDICTION OF THE COURT.

8.1. 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/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

8.2. <u>Waiver of Right to Appeal</u>. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees and Litigation Expenses Payment, the Parties and their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. 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, 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, except as to matters that do not affect the amount of the Net Settlement Amount.

9. NON-PUBLICITY.

9.1. PAGA Counsel, and each of their agents (other than former employees), agree that, except as may be required by the Court in connection with the approval of this Agreement, they will not publish or publicize, or cause to be published, publicized, in the media (print or broadcast) or on the Internet the circumstances, events, occurrences, and/or documents underlying Plaintiffs' and Aggrieved Employees' claims against CEMS or any monetary terms of this Agreement.

10. ADDITIONAL PROVISIONS.

10.1. <u>No Admission of Liability or Representative Manageability for Other Purposes</u>. 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 CEMS that any of the allegations in the Operative Complaint have merit or that CEMS has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that CEMS's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, CEMS reserves all available defenses to the claims in the Action, and Plaintiffs reserve the right to contest CEMS's defenses, and the Parties reserve the right to engage in further discovery as well as all other legal rights. 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).

10.2. 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, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

10.3. Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and CEMS, 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.

10.4. 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 this 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 Mediator Judge Margaret A. Nagle (Ret.) and/or the Court for resolution.

10.5. 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.

10.6. No Tax Advice. Neither Plaintiffs, PAGA Counsel, CEMS 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.

10.7. 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. The parties agree that in the event the

Court reduces the PAGA Counsel Fees and Litigation Expenses Payment (including the fee percentage stated above), the remainder of the Settlement shall remain in full force and effect and the Court's reduction of PAGA Counsel Fees and Litigation Expenses Payment amount or fee percentage shall not invalidate the remainder of the Settlement.

10.8. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

10.9. 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.

10.10. 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.

10.11. 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.

10.12. Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code § 1152, and all copies and summaries of the Aggrieved Employee Data provided to PAGA Counsel by CEMS in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiffs shall destroy all paper and electronic versions of Aggrieved Employee Data received from CEMS unless, prior to the Administrator's payment of all Settlement funds, CEMS makes a written request to PAGA Counsel for the return, rather than the destruction, of Aggrieved Employee Data.

10.13. 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.

10.14. Binding Agreement. This Agreement is a binding agreement and contains all material agreed-upon terms.

10.15. 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.

10.16. 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, and shall be addressed to PAGA Counsel or Defense Counsel, as applicable, on behalf of their respective client.

10.17. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (*e.g.* 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.

10.18. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

10.19. Effect of Judgment on Individual Claims. Approval of this Agreement and entry of Judgment shall also operate to dismiss, with prejudice, Plaintiffs' Individual Claims asserted in the Action that have been previously compelled to arbitration, subject to the Court's continuing jurisdiction pursuant to California Code of Civil Procedure section 664.6 to monitor and enforce the terms of the PAGA Settlement.

Agreed to by the Parties:

Dated: 07 / 13 / 2025 By: ______________________
RAQUEL QUIJANO

Dated: 07 / 13 / 2025 By: ______________________
INGRID AJUCHAN

Dated: 8/12/2025 By: ______________________
CALIFORNIA EYE MANAGEMENT SERVICES, LP