PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between plaintiff Deborah Hubbard ("Plaintiff") and defendants L&T Technology Services LTD ("LTTS") and Alcon Vision, LLC ("Alcon") (collectively, "Defendants"). The Agreement refers to Plaintiff, LTTS and Alcon collectively as "Parties," or individually as "Party."

1. DEFINITIONS.

1.1 "Action" means Plaintiff's lawsuit against Defendants, captioned *Hubbard v. L&T Technology Services LTD, et al.*, Case No. 23-CIV-01416, initiated on March 28, 2023 and pending in the Superior Court of the State of California, County of San Mateo.

1.2 "Administrator" means Simpluris, 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 submitted to the Court in connection with Preliminary Approval of the Settlement.

1.4 "Aggrieved Employee" means a person employed by LTTS in California as a non-exempt employee during the PAGA Period, or a person employed by Alcon in California as a non-exempt employee and that worked at its Belmont, California facility during the PAGA period.

1.5 "Aggrieved Employee Data" means Aggrieved Employee identifying information in Defendants' 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 San Mateo.

1.8 "Defense Counsel" means Kelley Drye & Warren LLP and Greenberg Traurig, LLP.

1.9 "Effective Date" means the date the Settlement shall become effective which will be the later of the following: (a) the 61st day after the Court enters an order granting approval of this Settlement and entering of judgment in the Action, provided that no timely appeal is taken of the order of approval and the entering of judgment in the Action; or (b) if any timely appeals are filed, the 61st day after the resolution and entry of remittitur (or withdrawal) of any such appeal in a way that does not alter the terms of the settlement..

1.10 "Gross Settlement Amount" means $ 437,500.00 which is the total amount LTTS agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Expenses Payment, and the Administrator's Expenses Payment.

1.11 "Individual PAGA Payment" means the 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.

1.12 "Judgment" means the judgment entered by the Court based upon the Final Approval.

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

1.14 "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (i).

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 Payment, PAGA Counsel Litigation Expenses Payment and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.

1.16 "PAGA Counsel" means Shaun Setareh and Victoria Mas, the attorneys representing the Plaintiff in the Action.

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

1.18 "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for LTTS or Alcon for at least one day during the PAGA Period.

1.19 "PAGA Period" means the period from March 28, 2022, to the date of approval of the Settlement.

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

1.21 "PAGA Notice" means Plaintiff's February 15, 2023 letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (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 in settlement of PAGA claims.

1.23 "Plaintiff" means Deborah Hubbard, the named plaintiff 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 as described in Paragraph 5 below.

1.26 “Released Parties” means Defendants and each of their former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns, subsidiaries, parents, and affiliates.

1.27 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

1.28 “LTTS” means named Defendant L&T Technology Services LTD.

1.29 “Alcon” means named Defendant Alcon Vision, LLC.

2. RECITALS.

2.1 On March 28, 2023, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendants for (1) Failure to Provide Meal Periods; (2) Failure to Provide Rest Periods; (3) Failure to Pay Hourly Wages; (4) Failure to Indemnify; (5) Failure to Provide Accurate Written Wage Statements; (6) Failure to Timely Pay All Final Wages; (7) Failure to Timely Furnish Personnel Records; (8) Failure to Timely Produce Payroll Records; and (9) Unfair Competition.

2.2 On June 7, 2023, Plaintiff filed a First Amended Complaint alleging causes of action against Defendants for (1) Failure to Provide Meal Periods; (2) Failure to Provide Rest Periods; (3) Failure to Pay Hourly Wages; (4) Failure to Indemnify; (5) Failure to Provide Accurate Written Wage Statements; (6) Failure to Timely Pay All Final Wages; (7) Failure to Timely Furnish Personnel Records; (8) Failure to Timely Produce Payroll Records; and (9) Unfair Competition; and (10) Civil Penalties under PAGA. The First Amended Complaint is the operative complaint in the Action (the “Operative Complaint”).

2.3 Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in in the Operative Complaint and deny any and all liability for the causes of action alleged.

2.4 Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave timely written notice to Defendants and the LWDA by sending the PAGA Notice.

2.5 On May 1, 2025, the Parties participated in an all-day mediation presided over by Mediator Michael Loeb which led to this Agreement to settle the Action.

2.6 Prior to mediation, Plaintiff obtained documents through informal discovery. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar”*).

2.7 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.

3. MONETARY TERMS.

3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, LTTS promises to pay $437,500.00 and no more as the Gross Settlement Amount. LTTS has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to LTTS.

3.2 Payments from the Gross Settlement Amount. 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 To the Plaintiff: In addition to Plaintiff's Individual PAGA Payment, Plaintiff shall be entitled to request, and Defendants will not oppose, a service award of not more than $5,000.00 subject to the Court's approval. If the Court awards an Enhancement Payment less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Parties agree that a decision by the Court to award Plaintiff an amount less than the requested Enhancement Payment shall not be a basis for Plaintiff to void this Agreement. The Administrator will pay the Enhancement Payment using an IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Enhancement Payment.

3.2.2 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one third of the Gross Settlement Amount, which is currently estimated to be $145,832.00, and PAGA Counsel Litigation Expenses Payment of not more than $20,000.00. Defendants will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds LTTS harmless, and indemnifies LTTS, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed $20,000.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than $20,000.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4 To the LWDA and Aggrieved Employees: PAGA Penalties shall be paid from the Net Settlement Amount, with 75% allocated to the LWDA PAGA Payment and 25% allocated to the Individual PAGA Payments.

3.2.4.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendants estimate there are 312 Aggrieved Employees who worked a total 8,423 of PAGA Pay Periods to date.

4.2 Aggrieved Employee Data. Within 20 days following the Court's Final Approval, LTTS and Alcon will each simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' 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. LTTS and Alcon each 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 LTTS and Alcon 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.

4.3 Funding of Gross Settlement Amount. LTTS shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 21 days after the Effective Date.

4.4 Payments from the Gross Settlement Amount. Within 14 days after LTTS funds the Gross Settlement Amount, the Administrator will transmit all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel 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 (not less than 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 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 remailed 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, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

4.4.4 The payment of Individual PAGA Payments shall not obligate LTTS 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.

5. RELEASES OF CLAIMS. Effective on the date when LTTS fully funds the entire Gross Settlement Amount, Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

5.1 Plaintiff's Release. Plaintiff and his, her or their respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors and assigns generally, release and discharge Released Parties from all claims, transactions or occurrences, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint; (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the PAGA Notice; and (c) any and all known or unknown liabilities, claims, demands for damages, costs, indemnification, contribution, or any other thing for which Plaintiff has or may have, including known or unknown causes of action, claims, or demands for damages, costs, indemnification, or contribution, whether certain or speculative, which may have come into existence at any time prior to the time of execution of this Agreement, or that may be brought in the future in connection with any acts or omissions that have arisen at any time prior to execution of this Agreement, including, but not limited to, any and all claims that Plaintiff has actually alleged or could have alleged to date, any and all claims arising out of Plaintiff's work for Defendants and/or employment status, any claims that Plaintiff was wrongfully terminated or have been discriminated against or retaliated against in any way, or that Plaintiff's privacy rights have been violated in any way, any and all claims arising under a "whistleblower" statute (including any claims arising under Labor Code §§ 6310, 1102.5), any and all claims for wage and hour violations, any and all claim for tortious conduct resulting in personal injuries or intentional infliction of emotional distress, any and all claims for violations under the California Business and Professions Code Section 17200, and any and all claims for or related to harassment, discrimination or retaliation on the basis of race, color, national origin, religion, gender, age, sexual orientation, ancestry, medical condition, marital status, pregnancy, physical or mental disability, associational disability, or other protected class, discharge in violation of public policy and/or violation of any state and federal laws, regulations, or constitutions, including without limitation, the *Age Discrimination in Employment Act* ("ADEA") and its amendment, the *Older Workers Benefit Protection Act* ("OWBPA"), the *California Fair Employment and Housing Act* ("FEHA"), the *Americans with Disabilities Act*, *Title VII of the Civil Rights Act of 1964*, as amended, Secs. 503 and 504 of the *Rehabilitation Act of 1973*, as amended, *The Fair Labor Standards Act*, as amended, *the National Labor Relations Act*, as amended, *the Labor – Management Relations Act*, as amended, *the Worker Adjustment and Retraining Notification Act of 1988*, as amended, *the Pregnancy Discrimination Act*, *the Employee Retirement Income Security Act of 1974*, as amended, *the Family Medical Leave Act of 1993*, as amended, *the California Family Rights Act*, as amended, and *the California Labor Code*, including divisible individual claims under the Private Attorneys General Act, Labor Code § 2698, et seq, and *the California Wage Orders* ("Plaintiff's Release").

Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time or based on occurrences outside the PAGA Period. 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 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 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.

5.2 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 civil penalties pursuant to PAGA that were alleged, or reasonably could have been alleged, based on the PAGA Period facts alleged in the Operative Complaint or the PAGA Notice, including but not limited to all claims for civil penalties under PAGA for failure to pay for all hours worked, unpaid wages (including minimum wage, straight time, overtime and double time), meal period violations (including meal premiums), rest break violations (including rest premiums), failure to pay final wages, failure to provide accurate wage statements, failure to reimburse business expenses, failure to timely pay wages during employment, and for attorneys' fees and costs.

5.3 The Parties agree that there is no statutory right for any Aggrieved Employee to opt out or otherwise exclude themselves from the Settlement and the associated release of claims and rights under the PAGA.

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 Fees incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. Plaintiff agrees to prepare and file an application or motion for approval of this Settlement.

6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel for review and approval all documents necessary for obtaining approval of this Settlement under Labor Code section 2699, subdivision (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm 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 (Lab. Code, §2699, subd. (l)(1)), this Agreement (Lab. Code, § 2699, subd. (l)(2)); and (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator.

6.2 Responsibilities of PAGA Counsel. PAGA Counsel is responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than 30 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Final 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 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 in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected Simpluris to serve as the Administrator and verified that, as a condition of appointment, Simpluris agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

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.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES and ESCALATOR CLAUSE. Based on its records, Defendants estimate at the time of execution of this Agreement that there are 312 Aggrieved Employees who worked a total of 8,423 PAGA Pay Periods to date. Defendants shall provide a final estimated total Pay Periods ("Final Estimated Pay Periods") within seven (7) calendar days after the final approval hearing is scheduled. The Gross Settlement Amount shall proportionally increase for every Pay Period above a threshold equal to a 10% increase in the Final Estimated Pay Periods as of the date of the final approval hearing (e.g., if at the final approval hearing, there are 112% of the Final Estimated Pay Periods, then the Gross Settlement Amount shall increase by 2%), provided that LTTS may unilaterally elect to shorten the PAGA Period to stay within the 10% cushion or to prevent continuing to incur further increase in the Gross Settlement Amount.

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

9.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, 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.

10. ADDITIONAL PROVISIONS.

10.1 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 either LTTS or Alcon that any of the allegations in the Operative Complaint have merit or that LTTS or Alcon, separately or jointly, has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that LTTS's or Alcon'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, Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to contest LTTS's and/or Alcon'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).

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 Plaintiff and each 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.

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 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.

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 Plaintiff, PAGA Counsel, LTTS, Alcon, 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.

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. Plaintiff and PAGA Counsel agree that they have not and will not publish the Settlement or agreements made and orders entered during Action. In response to any inquiries, Plaintiff and PAGA Counsel will state that "the case was resolved and it was resolved confidentially." PAGA Counsel shall not report the Settlement or agreements made and orders entered during Action in any medium or in any publication, shall not post or report anything regarding the claims of Plaintiff or the PAGA Employees or the Settlement or agreements made and orders entered during Action on their website, and shall not contact any reporters or media regarding the Settlement or agreements made and orders entered during Action. However, PAGA Counsel are authorized to make a limited disclosure to the Court and the LWDA for the purposes of obtaining the approval of the Settlement. This disclosure is limited to court filings and submissions to the LWDA. Neither Plaintiff nor PAGA Counsel or Plaintiff's representatives are permitted to disseminate or publish, distribute or discuss the information provided to the Court in those filings in this case outside the filings themselves and any hearing held on those filings, unless ordered otherwise by the Court. 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 Evidence Code section 1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendants 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 California Rules of Court rule. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from LTTS or Alcon unless, prior to the Administrator's payment of all Settlement Funds, LTTS and/or Alcon 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 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.

10.15 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:

Shaun Setareh (SBN 204514)
shaun@setarehlaw.com, calendar@setarehlaw.com
Victoria Mas (SBN 365896)
vmas@setarehlaw.com
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Facsimile (310) 888-0109

To LTTS: Kelley Drye & Warren LLP
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MKonkel@kelleydrye.com
Judy Juang
JJuang@kelleydrye.com
350 South Grand Avenue
Suite 3800
Los Angeles, CA 90071

To Alcon: Greenberg Traurig, LLP
Ashley Farrell Pickett
ashley.farrellpickett@gtlaw.com
Oscar E. Peralta
oscar.peralta@gtlaw.com
1840 Century Park East
Suite 1900
Los Angeles, CA 90067

10.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts electronically (i.e., DocuSign), or by 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.

10.17 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 Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

Deborah Hubbard
ID ocKbNgtheXKmsuHyV21JjpBy
______________________________ For Plaintiff

6/1/2026
____
(date)

ID 6M7x1RZvdvLvZkAesRTBhTvA

Counsel for Plaintiff

6/1/2026

(date)

Signed by:

Prakash Narayanan

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PraKash Narayanan For LTTS

May 28, 2026

(date)

Counsel for LTTS

(date)

For Alcon

(date)

Counsel for Alcon

(date)

Counsel for Plaintiff

(date)

Signed by:
Prakash Narayanan
12E9323AE2AB4C6...

PraKash Narayanan For LTTS

May 28, 2026

(date)

Judy H. Juang Counsel for LTTS

June 1, 2026

(date)

For Alcon

(date)

Counsel for Alcon

(date)

Counsel for Plaintiff

(date)

For LTTS

(date)

Counsel for LTTS

(date)

John Kelly For Alcon

6/29/26

(date)

Counsel for Alcon

(date)

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________________________ Counsel for Plaintiff

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(date)

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____________________________ For LTTS

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________________________ Counsel for LTTS

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(date)

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____________________________ For Alcon

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(date)

Ashley Farrell Pickett Counsel for Alcon

June 9, 2026

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