PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between Plaintiff Julian Ramos ("Plaintiff") on the one hand, and Defendants Cruise LLC ("Cruise"), Actalent, Inc., and Actalent Services, LLC (Actalent, Inc. and Actalent Services, LLC are collectively referred to herein as "Actalent") (Cruise and Actalent are collectively referred to herein as "Defendants") on the other hand. The Agreement refers to Plaintiff and Defendants collectively as "Parties," or individually as "Party."

1. DEFINITIONS.

1.1 "Action" means Plaintiff's lawsuit filed by Plaintiff against Defendants, captioned *Julian Ramos v. Cruise LLC et al.* Case Number CGC-23-609247, initiated on September 21, 2023 and amended on November 30, 2023, and pending in the Superior Court of the State of California, County of San Francisco.

1.2 "Administrator" means Phoenix Settlement Administrators, 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 bid submitted to the Court in connection with approval of this Settlement.

1.4 "Aggrieved Employee" means any non-exempt employee of Actalent assigned to work for Cruise in California during the PAGA Period, including Plaintiff.

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 individual pay periods worked during the PAGA Period.

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 "Aggrieved Employees' Notice" shall mean the Notice of Settlement and Approval, a sample of which is attached hereto as Exhibit A. The Aggrieved Employees' Notice shall further contain (i) an Aggrieved Employee's first and last name, (ii) last known address, (iii) employee identification number, if applicable, (iv) the Aggrieved Employee's individual pay periods, and (v) the Aggrieved Employee's individual share of the Aggrieved Employees' payment.

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

1.9 "Court" means the Superior Court of California, County of San Francisco.

1.10 "Defense Counsel" means Mitchell Silberberg & Knupp LLP and Thompson Coburn LLP.

1.11 "Effective Date" means the date on which the Court's Approval Order and Judgment become final, which shall mean the latest of the following as applicable: (i) if there is no appeal, the date that is 61 days after notice of entry of the judgment is submitted to the LWDA in accordance with Labor Code section 2699, subdivision (*l*)(3); (ii) if there is an appeal of the Court's judgment, the date the Approval Order and judgment are affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for writ of certiorari to the California Supreme Court; or (iii) if a petition for writ of certiorari is filed, the date of denial of the petition for writ of certiorari, or the date the Approval Order and judgment are affirmed pursuant to such petition.

1.12 "Gross Settlement Amount" means $82,500.00 which is the total amount Defendants agree to collectively pay – as allocated in Paragraph 3.1 below – 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 Litigation Expenses Payment, and the Administration Expenses Payment.

1.13 "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.

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

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

1.16 "PAGA Counsel" means D.Law, Inc., the attorneys representing 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 of Actalent worked for Cruise in California for at least one day during the PAGA Period.

1.19 “PAGA Period” means the period from September 21, 2022 through November 15, 2022.

1.20 “PAGA” means the Private Attorneys General Act (Cal. Lab. Code, § 2698. *et seq.*).

1.21 “PAGA Notice” means Plaintiff’s September 21, 2023 letter to Defendants and the LWDA providing notice pursuant to California Labor Code section 2699.3, subdivision (a).

1.22 “PAGA Penalties” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder shall be allocated as PAGA Penalties and paid as follows: 75% to the LWDA, and 25% shall be paid to Aggrieved Employees as Individual PAGA Payments.

1.23 “Plaintiff” means Julian Ramos, the named plaintiff in the Action.

1.24 “Released PAGA Claims” means the claims being released by Plaintiff, the LWDA, and Aggrieved Employees and as described in Paragraph 5 below.

1.25 “Released Parties” means Defendants and each of their respective former and present directors, officers, shareholders, owners, members, employees, parents, subsidiaries, predecessors, successors, affiliates, and assigns.

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

2. <u>RECITALS.</u>

2.1 On September 21, 2023, Plaintiff filed a notice of intent to bring a Private Attorneys General Act lawsuit with the Labor Workforce Development Agency for Defendants’ alleged violations of the Labor Code. On September 21, 2023, Plaintiff filed a class action complaint alleging causes of action against Defendants for (1) Failure to Pay Minimum Wages; (2) Failure to Pay Wages and Overtime under Labor Code § 510; (3) Meal-Period Liability under Labor Code § 226.7; (4) Rest-Period Liability under Labor Code § 226.7; (5) Failure to Pay Vacation Wages; (6) Failure to Comply with Labor Code §§ 245 *et seq*. and 246; (7) Reimbursement of Necessary Expenditures under Labor Code § 2802; (8) Violation of Labor Code § 226(a); (9) Failure to Keep Required Payroll Records under Labor Code §§ 1174 and 1174.5; (10) Penalties Pursuant to Labor Code § 203; and (11) Violation of Business & Professions Code § 17200 *et seq.* On November 30, 2023, Plaintiff filed a First Amended Complaint (the “Operative Complaint”) alleging an additional cause of action against Defendants for penalties under PAGA. Before Plaintiff’s employment with Actalent, he signed an arbitration agreement containing a class action waiver. As a result, the Parties agreed to attend a private mediation on Plaintiff's individual and representative PAGA claims.

2.2 Defendants deny each and every one of the material factual allegations and alleged claims asserted against them in the Operative Complaint. Defendants also deny any and all liability or wrongdoing of any kind associated with any of the claims and/or the causes of action alleged in the Operative Complaint, including but not limited to the Released PAGA Claims. Defendants contend, among other things, that they have complied at all times with the California Labor Code, the related California Industrial Welfare Commission Wage Orders, and all other state and federal wage and hour laws, and further contend that all of their respective employees were and are paid properly, and the Action is without merit. Cruise further contends that it did not employ Plaintiff or any of the Aggrieved Employees.

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

2.4 On December 4, 2024, the Parties participated in an all-day mediation presided over by Hon. Ronald Sabraw (Ret.) which led to this Agreement to settle the Action.

2.5 Prior to mediation, Plaintiff obtained, through informal discovery, a sampling of time and payroll data for the Aggrieved Employees, the total number of Aggrieved Employees and PAGA Pay Periods, the total number and amount paid for expense reimbursements, and the total number of meal and rest period premiums paid during the PAGA Period.

3. MONETARY TERMS.

3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Actalent and Cruise each promise to pay $41,250.00 (totaling $82,500.00) and no more, as their respective contributions to the Gross Settlement Amount. Actalent and Cruise shall have no obligation to pay their respective contributions of 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. Notwithstanding the above, in the event that this Agreement is canceled, rescinded, terminated, voided, or nullified, in whole or in part, however that may occur, or the Settlement is barred by operation of law, or invalidated, or ordered not to be carried out by a court of competent jurisdiction, Defendants will cease to have any obligation to pay any portion of the Gross Settlement Amount to anyone under the terms of this Agreement, and all previous disbursements of the Gross Settlement Amount will immediately be paid back to Defendants by the person(s) and/or entity(ies) who received such disbursement.

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 Approval Order:

3.2.1 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 $27,500.00, and PAGA Counsel Litigation Expenses Payment for reimbursement of actual costs incurred by PAGA Counsel in prosecuting this Action. Defendants will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. 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 as PAGA Penalties, and the other terms of this Agreement will remain in effect and any such reduction will not affect the remaining terms, other than adjusting the amount allocated to PAGA Penalties. Released Parties shall have no liability to PAGA Counsel or any other counsel purporting to represent Plaintiff arising from any claim to any portion of the PAGA Counsel Fees Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, and the Administrator will report these payments on 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 PAGA Counsel holds Released Parties harmless, and indemnifies Released Parties, from any dispute or controversy regarding any division or sharing of any of these payments.

3.2.2 To the Administrator: An Administration Expenses Payment not to exceed $5,000.00, 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 an amount less than $5,000.00, the Administrator will allocate the remainder as PAGA Penalties.

3.2.3 To the LWDA and Aggrieved Employees: The PAGA Penalties with 75% to be paid directly to the LWDA, and 25% allocated to the Individual PAGA Payments.

3.2.3.1 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 Period 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 Aggriev ed Employee Pay Periods. Based on a review of its records as of the date of mediation on December 4, 2024, Defendants represent that there are approximately 309 Aggrieved Employees who collectively worked a total 1,675 PAGA Pay Periods during the PAGA Period.

4.2 Aggrieved Employee Data. Within 14 days after the Effective Date, Actalent will 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 (1) maintain the Aggrieved Employee Data in confidence, (2) use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and (3) 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. Defendants have a continuing duty to immediately notify PAGA Counsel if Defendants discover that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data to the Administrator as soon as reasonably feasible. Without any extension of the deadline by which Actalent must send the Aggrieved Employee Data to the Administrator, the Parties and their respective counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data. Within 7 days of receiving the Aggrieved Employee Data from Actalent, the Administrator will circulate to counsel for all Parties an anonymized spreadsheet containing the estimated Individual PAGA Payments to each Aggrieved Employee and the data used to calculate said payments. The Administrator shall advise the Parties in writing if it believes the Escalator Clause in Paragraph 8 *infra* to be triggered. The Administrator shall obtain approval from all counsel of the calculations before mailing the Individual PAGA Payments. Final approval of the list shall be provided no later than 7 days from the Administrator's notice.

4.3 Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 30 days after the Effective Date.

4.4 Payments from the Gross Settlement Amount. Within 14 days after Defendants fund the Gross Settlement Amount, the Administrator will mail (1) checks for all Individual PAGA Payments, (2) Aggrieved Employees' Notices for all Aggrieved Employees receiving an Individual PAGA Payment, and (3) the LWDA PAGA Payment. Within 5 days of completing the mailing of the Individual PAGA Payments, Aggrieved Employees' Notices, and the LWDA PAGA Payment, the Administrator shall mail checks for the Court-approved Administration Expenses Payment, the PAGA Counsel Fees Payment, and the PAGA Counsel Litigation Expenses Payment.

4.4.1 The Administrator will issue the Aggrieved Employees' Notice and 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 each Aggrieved Employee's 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 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/or cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the State of California Controller's Unclaimed Property Division in the name of the Aggrieved Employee for further handling.

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

4.5 <u>Accounting and Declaration.</u> Within 10 days of completing the mailing of the payments from the Gross Settlement Fund, the Administrator will provide an accounting under oath to the Parties of the amounts paid from the Gross Settlement Fund. Within 10 days of completion of administration of the Settlement, the Administrator will also provide a written declaration under oath to verify such completion to the Court and counsel for all Parties. PAGA Counsel shall file this declaration with the Court within 5 days of receipt.

5. <u>RELEASES OF CLAIMS.</u> Effective on the date when Defendants fully fund the entire Gross Settlement Amount, Plaintiff, the LWDA, and Aggrieved Employees will release claims against all Released Parties as follows:

5.1 <u>Release by Plaintiff, the LWDA, and Aggrieved Employees</u>:

All Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, heirs, administrators, successors and assigns, the Released Parties from all claims, demands, rights and/or causes of action under PAGA that arose during the PAGA Period and that were alleged or reasonably could have been alleged based on the facts stated in the Operative Complaint and/or the PAGA Notice.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.

6.1 Responsibilities of PAGA Counsel and Defense Counsel. No later than 60 days after the full execution of this Settlement, PAGA Counsel shall obtain a prompt hearing date for a noticed motion to approve the Settlement, and file the motion. PAGA Counsel shall be responsible for drafting all documents necessary to obtain approval of the Settlement and dismissal of the class claims alleged in the Operative Complaint without prejudice, subject to reasonable approval by Defendants. PAGA Counsel shall provide a draft of the noticed motion and supporting declarations and documents to Defense Counsel by email at least 5 court days before filing, for purposes of receiving any feedback or comments. Provided that the noticed motion is consistent with the terms of this Agreement, the motion will be unopposed and Plaintiff shall state that in his motion. As part of the motion to approve the Settlement, Plaintiff shall also submit a declaration consistent with the requirements set forth in California Rule of Court 3.770 to request dismissal of the class claims alleged in the Operative Complaint without prejudice. PAGA Counsel is responsible for delivering the Court's Approval Order to the Administrator.

6.2 Judgment. As part of the motion to approve the Settlement, Plaintiff shall submit a proposed order and judgment which (i) approves the Settlement as fair, reasonable, and adequate, (ii) directs the Parties to effectuate the Settlement according to the terms of this Agreement, and (iii) approves the dismissal of the class claims as alleged in the Operative Complaint without prejudice. This Settlement is expressly conditioned upon the Court entering judgment as set forth herein. The judgment will not release or bar any claims other than the Released PAGA Claims as to Plaintiff, the LWDA, and Aggrieved Employees.

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 agree to use their best efforts to 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 agree to use their best efforts to 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 address the Court's concerns.

6.4 Objections and Opt-Out. The Parties agree that there is no statutory right for any Aggrieved Employees to object, opt-out or otherwise exclude himself, herself, or themselves, from the Settlement. Neither Plaintiff nor Defendants, nor their respective counsel, will directly or indirectly solicit or otherwise encourage any

Aggrieved Employee to object to the Settlement or appeal from the judgment. The Parties further agree that there is no right for any Aggrieved Employee to appeal the approval of this Settlement by the Court. The Parties will jointly defend against any objection, opt-out, or any appeal filed with respect to the order approving this Settlement.

6.5 Court Approval Required. The Parties recognize that, in accordance with Labor Code section 2699(s), Court approval is required for settlement of a PAGA action. This Agreement is contingent upon the approval by the Court of this Settlement. Notwithstanding subparagraph 6.3 of this Agreement, if the Court does not approve the Settlement, or if the Court does not enter judgment, as provided for in this Settlement, or if appellate review is sought and, on such review, the Court's decision is materially modified or reversed, or, except as otherwise set forth herein, if one or more of the terms of the Settlement is not approved or is materially modified or reversed or found to be invalid, or if the LWDA or any other state or government agency or any other person seeks to intervene in the action and/or commences an enforcement action, then any of the Parties shall have the right within 10 days thereof to elect to terminate the Settlement in writing in which case the Settlement shall have no force or effect, and the Parties shall be deemed to have reverted to their respective status as of the date and time immediately prior to the execution of this Settlement. The party that elects to terminate the Settlement shall be responsible for paying any settlement administration costs incurred up to the date of termination.

6.6 Notice to the State. At the same time that PAGA Counsel file and serve Plaintiff's motion to approve the settlement, PAGA Counsel shall also submit it to the LWDA in accordance with Labor Code section 2699(s)(2). PAGA Counsel shall submit to the LWDA a copy of the judgment in the Action and a copy of any other order providing for or denying an award of civil penalties within 10 days after entry of such judgment or order, in compliance with Labor Code section 2699(s)(3).

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected Phoenix Settlement Administrators to serve as the Administrator and verified that, as a condition of appointment, Phoenix Settlement Administrators 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 respective 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 providing reports to 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 a review of its records as of the date of mediation, Defendants represented there are approximately 309 Aggrieved Employees who worked a total of 1,675 PAGA Pay Periods during the PAGA Period. If the total number of PAGA Pay Periods encompassed within the PAGA Period exceeds 1,675 by more than 10% (i.e., if the total PAGA Pay Periods exceeds 1,843 pay periods), then the Gross Settlement Amount shall be increased in proportion to the percentage increase in the number of PAGA Pay Periods encompassed in the PAGA Period in excess of 10% (e.g., if there was a 12% increase in PAGA Pay Periods, then Defendants would agree to increase the Gross Settlement Amount by 2%). Actalent will provide confirmation under oath relating to the number of Aggrieved Employees and PAGA Pay Periods within seven (7) days of their execution of this Agreement. Should the Gross Settlement Amount be increased under this clause, the PAGA Counsel Fees Payment will be one-third of the increased 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. The Parties intend for this Agreement to be enforceable pursuant to Code of Civil Procedure section 664.6.

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 Defendants that any of the allegations in the Operative Complaint have merit, or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' 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 Defendants' defenses. The Settlement, this Agreement and the 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. Except for any agreements between Actalent and/or Cruise (and/or any of their related/affiliated companies), and except for the Confidential Individual Settlement Agreement and General Release that the Parties executed contemporaneously with this Agreement, upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the settlement of the PAGA Claims in the Action, superseding any and all oral representations, warranties, covenants or inducements made to or by any Party. Except for any agreements between Actalent and/or Cruise (and/or any of their related/affiliated companies), and except for the Confidential Individual Settlement Agreement and General Release that the Parties executed contemporaneously with this Agreement, no other agreement, statement, or promise made by one Party to another as to any matter addressed in this Agreement shall be binding or valid.

10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, 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 respective 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, Defendants, 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. Nothing in this Agreement is intended to constitute legal advice regarding federal, state, and/or local tax obligations. To the extent that this Settlement or any of its attachments is interpreted to contain or constitute advice regarding any U.S. or Federal tax issue, such advice is not intended or written to be used, and cannot be used, by any person, for the purpose of avoiding penalties under the Internal Revenue Code. Each individual who receives payment from this Settlement shall be responsible for payment of any taxes owing on said amount. Neither Defendants nor Defense Counsel are responsible for any tax obligations regarding the allocation of the Individual PAGA Payments.

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. Any action pertaining to the terms of this Agreement that is not covered by Paragraph 10.2 shall be brought in a court of competent jurisdiction located in the State of California.

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, and except as provided below, to the extent necessary to effectuate the Settlement or as required by court or legal process, 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. Plaintiff will keep the terms of this Settlement confidential until the motion for approval of the Settlement is filed, unless ordered by the Court. Neither Plaintiff nor PAGA Counsel, directly or indirectly, shall issue a press release or hold a press conference, publish information about the Settlement on any website, or otherwise publicize the Settlement, except that Plaintiff and/or PAGA Counsel may submit the Settlement to the LWDA as required under PAGA. Plaintiff and PAGA Counsel agree not to respond to any press inquiries concerning the Settlement, except to refer any press inquiries to the papers filed with the Court.

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, PAGA Counsel shall destroy all paper and electronic versions of Aggrieved Employee Data received from Actalent unless, prior to the Administrator's payment of all Settlement Funds, Actalent 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 expressly 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:

D.Law, Inc.
Emil Davtyan
Emil@d.law
David Yeremian
d.yeremian@d.law
Roman Shkodnik
r.shkodnik@d.law
Emma Geesaman
e.geesaman@d.law
450 N. Brand Blvd., Suite 840
Glendale, CA 91203
Telephone: (818) 962-6465
Fax: (818) 962-6469

To Defendant Cruise LLC:

Mitchell Silberberg & Knupp LLP
Emma Luevano
eyl@msk.com
Diana M. Martinez
dmm@msk.com
2049 Century Park East, 18th Floor
Los Angeles, California 90067
Telephone: (310) 312-2000
Fax: (310) 312-3100

To Defendants Actalent, Inc. & Actalent Services, LLC:

Thompson Coburn LLP

Michael S. Kun
mkun@thompsoncoburn.com
Kevin D. Sullivan
kdsullivan@thompsoncoburn.com
10100 Santa Monica Blvd., Suite 500
Los Angeles, CA 90067
Telephone: (310) 282-2500
Fax: (310) 282-2501

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

10.17 Stay of Litigation. The Parties agree that, upon the execution of this Agreement, (i) the Action shall be stayed, except to effectuate the terms of this Agreement, and (ii) pursuant to Code of Civil Procedure section 583.330, the date to bring a case to trial under Code of Civil Procedure section 583.310 shall be extended commensurate with the time period beginning on the last date on which this Agreement is fully executed and the date on which any Party elects to terminate this Agreement in accordance with subparagraph 6.5 of this Agreement.

Dated: 8/22/2025

Signed by:
By Julian Ramos
668D096F96C54EA...
Plaintiff Julian Ramos

Dated: August 26, 2025

Todd Miller
Cruise LLC

By: Todd Miller

Its: Assistant Secretary

Dated: August 28, 2025

Actalent, Inc.

By: Horacio Ramirez

Its: Lead Employee Relations Manager

Dated: August 28, 2025

Actalent Services, LLC

By: Horacio Ramirez

Its: Lead Employee Relations Manager