PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between Plaintiff Calvin Alexander Stevens ("Plaintiff") and Defendant CorneaGen LLC ("Defendant"). The Agreement refers to Plaintiff and Defendant collectively as "Parties," or individually as "Party."

1. <u>DEFINITIONS.</u>

1.1 "Action" means the Plaintiff's PAGA lawsuit alleging wage and hour violations against Defendant captioned *Stevens v. Sightlife, et al.*, Case No. 24STCV025243 initiated on December 11, 2024, and pending in Superior Court of the State of California, County of Sacramento.

1.2 "Administrator" means Phoenix Settlement Administrator, 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 Approval of the Settlement.

1.4 "Aggrieved Employee" means all persons who worked for Defendant as Eye Recovery Technicians in California during the PAGA Period.

1.5 "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.

1.6 "Aggrieved Employee Data" means Aggrieved Employee identifying information in Defendant's possession including the Aggrieved Employee's name, last-known mailing address, Social Security number, and the information necessary to determine the estimated settlement allocation to each Aggrieved Employee, including without limitation, the number of PAGA Pay Periods.

1.7 "Approval" means the Court's order granting the Motion for Approval of the PAGA Settlement.

1.8 "Approval Hearing" means the Court's hearing on the Motion for Approval of the PAGA Settlement.

1.9 "Court" means the Superior Court of California, County of Sacramento.

1.10 "Defendant" means named Defendant CorneaGen LLC.

1.11 "Defense Counsel" means Littler Mendelson, P.C.

1.12 "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Approval of the PAGA Settlement; and (b) the

Judgment is final. The Judgment is final five (5) calendar days after the period for filing any appeal, writ, or other appellate proceeding opposing Approval and Judgment has elapsed without any appeal, writ, or other appellate proceeding having been filed, *i.e.*, 65 days from the date the court grants Approval, enters judgment, and notice of entry of judgment is filed; or, if any appeal, writ, or other appellate proceeding opposing Approval has been filed within that timeframe, five business days after any appeal, writ, or other appellate proceedings opposing the Settlement has finally and conclusively dismissed with no right to pursue further remedies or relief.

1.13 "Gross Settlement Amount" means Forty Thousand Dollars and Zero Cents (**$40,000.00**) which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 5.1.1 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees, PAGA Counsel Litigation Expenses, and the Administrator's Expenses. In no event will Defendant be liable for more than the Gross Settlement Amount except as provided in Paragraph 5.1.1. There will be no reversion of the Gross Settlement Amount to Defendant.

1.14 "Individual PAGA Payment" means the Aggrieved Employee's *pro rata* share of Aggrieved Employees' share of the PAGA Penalties calculated according to the number of Pay Periods worked during the PAGA Period.

1.15 "Judgment" means the Judgment Entered by the Court upon Granting Approval of the PAGA Settlement.

1.16 "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under PAGA.

1.17 "LWDA PAGA Payment" means the share of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (m).

1.18 "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, 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.

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

1.20 "PAGA Counsel" means Work Lawyers, PC, the attorneys representing the Plaintiff in the Action.

1.21 "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.

1.22 "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.23 "PAGA Period" means the period from December 21, 2023, through Approval, unless modified by Defendant at its option pursuant to the provisions of Paragraph 5.1.1.

1.24 "PAGA Notice" means Plaintiff's March 14, 2024 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a).

1.25 "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (estimated to be $2,650.33) and the 75% to LWDA (estimated to be $7,951.00) in settlement of Released PAGA Claims.

1.26 "Plaintiff" means Calvin Alexander Stevens, the named plaintiff in the Action.

1.27 "Released PAGA Claims" means the claims being released as described in Paragraph 3.2 below.

1.28 "Released Parties" means Defendant and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, employees, affiliates, and any individual or entity which could be jointly liable with Defendant.

1.29 "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS

2.1 On December 11, 2024, Plaintiff commenced this Action by filing a Complaint against Defendant for penalties under PAGA based on alleged (1) Failure to pay minimum and regular rate wages; (2) failure to pay overtime compensation; (3) Failure to provide meal periods or provide premiums in lieu thereof; (4) Failure to provide rest periods or provide premiums in lieu thereof; (5) Failure to pay timely wages at termination; (6) Failure to pay timely wages during employment; (7) Failure to provide accurate itemized wage statements; (8) failure to reimburse business expenses, and (9) failure to maintain accurate records. The Complaint is the operative complaint in the Action (the "Operative Complaint."). Defendant 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, subdivision (a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice on March 13, 2024.

2.3 Between December 27, 2024 and January 13, 2025, Plaintiff, Christopher Crawford, Veronica C. Juarez, and Jamie D. Platt filed the following actions against Defendant for individual damages in Sacramento Couty Superior Court: Case No. 24CV026663 (the "*Stevens* Action"), Case No. 25CV000289 (the "*Crawford* Action"), Case No. 25CV000771 (the "*Juarez* Action"), and Case No. 25CV001032 (the "*Platt* Action") (collectively, with the Action, the "Lawsuits").

2.4 On April 13, 2026, the Parties participated in a Settlement Conference presided over by

Hon. Lauri A. Damrell which led to this Agreement to a global settlement of the Lawsuits, including the Action.

2.5 Prior to negotiating the Settlement, Plaintiff obtained, through formal and informal discovery, sufficient information including, pay and time records of the Aggrieved Employees, Defendant's policies relevant to Plaintiff's allegations, and samples of employee pay stubs. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56.

2.6 Other than this Action, and the Lawsuits, 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. RELEASES OF CLAIMS.

Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiff, Aggrieved Employees, and PAGA Counsel will release claims against all Released Parties as follows:

3.1 Plaintiff's Release. Upon the funding of the Gross Settlement Amount, Plaintiff shall be deemed to have, and by operation of the Judgment shall have, released the Released PAGA Claims.

3.2 Release by Aggrieved Employees (PAGA Release): 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 pleaded in the Operative Complaint and/or the PAGA, for work performed during the PAGA Period, including, but not limited to but not limited to the following: (1) Failure to pay minimum and regular rate wages; (2) failure to pay overtime compensation; (3) Failure to provide meal periods or provide premiums in lieu thereof; (4) Failure to provide rest periods or provide premiums in lieu thereof; (5) Failure to pay timely wages at termination; (6) Failure to pay timely wages during employment; (7) Failure to provide accurate itemized wage statements; (8) failure to reimburse business expenses, (9) failure to maintain accurate records; and (10) violation of the California Private Attorneys General Act of 2004 (Labor Code § 2698, et seq.); as well as any claims under the California Labor Code for violations of Labor Code sections 201, 202, 203, 204, 210, 226, 226.7, 227.3, 510, 512, 1174, 1194, 1197, 1197.1, 1198, 2800, 2802, or applicable IWC Wage Orders; and California Code of Regulations, Title 8, section 11000 *et seq*. ("Released PAGA Claims"). *The period of the* Released PAGA Claims *shall extend to the limits of the PAGA Period.*

3.2.1 Final Release: In light of the binding nature of a PAGA judgment on non-party employees pursuant to *Arias v. Superior Court of San Joaquin County (Dairy)*, 46 Cal.4th 969 (2009), and *Cardenas v. McLane Foodservice, Inc.*, 2011 WL 379413 at *3 (C.D. Cal. Jan. 31, 2011), subject to Defendant's full payment of the Gross Settlement Amount, all Aggrieved Employees shall have released all Released PAGA Claims in their entirety. The Aggrieved Employees may not opt out of or object to the PAGA Release. To the extent the LWDA has released the claims included in the PAGA Release, no Aggrieved

Employees may pursue the claims included in the PAGA Release in another action. The Aggrieved Employees are collaterally estopped from pursuing the claims included in the PAGA Release and are bound by the PAGA Release regardless of whether they cash or deposit their Individual PAGA Payment.

3.3 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.

4. MONETARY TERMS.

4.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 5.1.1 below, Defendant promises to pay Forty Thousand Dollars and Zero Cents (**$40,000.00**) and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 5.3 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 Defendant.

4.2 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:

4.2.1 To Plaintiff: PAGA Representative Service Payment of not more than Three Thousand Dollars ($3,000.00) (in addition to any Individual PAGA Payment the named Plaintiff is entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiff's request for a PAGA Representative Service Payment that does not exceed this amount. As part of the Motion for Approval of PAGA Settlement, Plaintiff will seek Court approval for any PAGA Representative Service Payments. A reduction in the PAGA Representative Service Payment by the Court is not grounds to void the Settlement. The PAGA Representative Service Payment will be paid from the Gross Settlement Amount and will be in addition to any Individual PAGA Payment Plaintiff may be entitled to pursuant to the Agreement. If the Court approves a PAGA Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the PAGA Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the PAGA Representative Service Payment.

4.2.2 Individual Settlement Agreement: In addition, Plaintiff will sign a separate and confidential individual general release with a Civil Code section 1542 waiver of all claims in the *Stevens* Action, with the exception of his PAGA Release. If necessary to obtain approval of the PAGA settlement, the Parties agree to disclose the agreement to the Court *in camera* or under seal.

4.2.3 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 33.33%, which is currently estimated to be Thirteen Thousand Three Hundred Thirty-Two Dollars and Zero Cents ($13,332.00), and a PAGA Counsel Litigation Expenses Payment of not more than Ten Thousand Dollars and Zero Cents ($10,000.00). Defendant will not oppose requests for these payments provided that do not exceed these amounts. Plaintiff and/or PAGA Counsel will include in their Motion for PAGA Approval a request for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment The amount paid as the PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment shall discharge any and all claims for such fees, costs, and expenses. A reduction in the PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment by the Court is not grounds to void the Settlement. PAGA Counsel shall not be entitled to further fees or costs from Defendant if they elect to appeal any reduction in the requested PAGA Counsel Fees Payment and/or a PAGA Counsel 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 Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

4.2.4 To the Administrator: An Administrator Expenses Payment not to exceed $ 3,066.67, 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 $ 3,066.67, the Administrator will retain the remainder in the Net Settlement Amount.

4.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the estimated amount of $10,601.33 to be paid from the Gross Settlement Amount, with 75% (estimated to be $7,951.00) allocated to the LWDA PAGA Payment and 25% (estimated to be $2,650.33) allocated to the Individual PAGA Payments.

4.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' share of PAGA Penalties (estimated to be $2,650.33) 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.

4.2.5.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

5. SETTLEMENT FUNDING AND PAYMENTS.

5.1 Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates that there are 28 Aggrieved Employees who worked a total 1,098 of PAGA Pay Periods through April 13, 2026.

5.1.1 If the total number of Pay Periods as of the end of the PAGA Period exceeds the above figure by greater than 15% (exceeds 1,263 Pay Periods), then Defendant shall have the option to either: (1) have the Gross Settlement Amount increase *pro rata* based on the number of additional Pay Periods above 15% (*i.e.*, if the number of Pay Periods is 16% greater than 1,098 Pay Periods, then the Gross Settlement Amount shall increase by 1%); or (2) have the end date of the PAGA Period become the date one day prior to the date on which the total number of pay periods exceeds Pay Periods estimate plus 15% (the "Alternate End Date"). Defendant must notify PAGA Counsel and the Administrator of its election within 16 days after receiving the final Aggrieved Employee Data from the Administrator.

5.2 Aggrieved Employee Data. Not later than 30 days after the Court grants Approval of the Settlement, Defendant will simultaneously deliver the Aggrieved Employees Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employees Data in confidence, use the Aggrieved Employees Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employees Data to Administrator employees who need access to the Aggrieved Employees Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employees Data omitted Aggrieved Employees identifying information and to provide corrected or updated Aggrieved Employees Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employees 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 Employees Data.

5.3 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount to the Administrator no later than 60 days after the Effective Date.

5.4 Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Fees Payment, and the PAGA Counsel Litigation Expenses Payment, and the PAGA Representative Service Payment. Disbursement of the PAGA Counsel Fees Payment, and the PAGA Counsel Litigation Expenses Payment and the PAGA Representative Service Payment shall not precede disbursement of Individual PAGA Payments.

5.4.1 The Administrator will issue checks for the Individual PAGA Payments, along with a cover letter ("Cover Letter") agreed to by the Parties and approved by the Court in substantially the form attached hereto as **"Exhibit A"**, 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. The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

5.4.2 The Administrator must conduct an Aggrieved Employees Address Search for all other Aggrieved Employees whose checks are returned undelivered without United States Postal Service ("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 Employees 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 Employees whose original check was lost or misplaced, requested by the Aggrieved Employees prior to the void date.

5.4.3 For any Aggrieved Employees 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 Employees thereby leaving no "unpaid residue" subject to the requirements of Code of Civil Procedure section 384, subdivision (b).

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

6. MOTION FOR APPROVAL OF THE PAGA SETTLEMENT.

The Parties agree to jointly prepare and file a motion for approval of PAGA settlement ("Motion for Approval of the PAGA Settlement") that complies with the Court's current checklist for settlement approvals.

6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code section 2699, subdivision (f)(2)) including (i) a draft of the notice, and memorandum in support, of the Motion for Settlement Approval that includes an analysis of the Settlement; (ii) a draft proposed Order Granting Approval of PAGA Settlement; (iii) a draft proposed PAGA Cover Letter; (iv) 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 Employees 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; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees, and/or the Administrator; (vi) a signed declaration from PAGA Counsel firm attesting to its competency to represent the Aggrieved Employees; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Lab. Code, § 2699.3, subd. (a))), Operative Complaint (Lab. Code, § 2699, subd. (l)(1)), this Agreement (Lab. Code, § 2699, subd. (l)(2)); (vii) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (viii) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees, and the Administrator. In their Declarations, Plaintiff and PAGA Counsel Declaration 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 Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Approval of the PAGA Settlement l no later than 60 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Approval of the PAGA Settlement; and for appearing in Court to advocate in favor of the Motion for Approval of the PAGA Settlement. PAGA Counsel is responsible for delivering the Court's Approval to the Administrator. PAGA Counsel's supporting declaration must attest to compliance with Sacramento Superior Court Local Rule 2.99.05 and review of the Court's settlement checklist.

6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Approval of PAGA 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 Approval or conditions 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 Phoenix Settlement Administrator to serve as the PAGA Administrator and verified that, as a condition of appointment, Phoenix Settlement Administrator 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. CONTINUING JURISDICTION AND WAIVER OF RIGHT TO APPEAL

8.1 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.

8.2 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 set forth in this Settlement, the Parties and their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, 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 any third party or objector 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 allocation or amount of the Net PAGA Settlement Amount.

9. ADDITIONAL PROVISIONS.

9.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

9.2 Nullification of Settlement Agreement. In the event that: (i) the Court does not finally approve the Settlement as provided herein, or (ii) the Settlement does not become final for any other reason, then this Settlement, and any documents generated to bring it into effect, will be null and void. Any order or judgment entered by the Court in furtherance of this Agreement will likewise be treated as void from the beginning. Defendant agrees to meet and confer in good faith with PAGA Counsel before rescinding or voiding the Agreement. Such rescission shall have the same effect as a termination of the Agreement for failure to satisfy a condition of settlement, and the Agreement shall become null and void and have no further force or effect. The amount of the Gross Settlement Amount is deemed a material term and Defendant may revoke the agreement if the Court insists on a change that increases the obligation of Defendant to pay an amount in excess of the Gross Settlement Amount. In the event that Defendant exercises its right to nullify the Settlement, Defendant shall be responsible for any and all costs incurred by the Settlement Administrator to date. Changes requested by the Court to the allocation of funds to the Aggrieved Employees, or changes in the amount of PAGA Counsel Fees Payment and/or PAGA Counsel Litigation Expenses Payment, or the PAGA Representative Service Payment, or changes to the procedures accompanying the administration of the Settlement will not form the basis for any party in the action to revoke this Settlement.

9.3 Confidentiality Prior to Preliminary Approval. Plaintiff, PAGA Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Approval of PAGA Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency or other entity except: (1) to the Parties' attorneys, accountants or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, PAGA Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict PAGA Counsel's communications with Aggrieved Employees in accordance with PAGA Counsel's ethical obligations owed to Aggrieved Employees

9.4 **Injunction Against Duplicative Claims**. Upon Approval of the Settlement, all Aggrieved Employees shall be enjoined from filing, joining, or becoming a party, member or representative in any actions, claims, complaints, or proceedings in any state or federal court on an individual, representative, collective or class action basis, or with the California Department of Industrial Relations' Division of Labor Standards Enforcement ("DLSE") or the United States Department of Labor ("DOL"), or from initiating any other proceedings, regarding any of the Released PAGA Claims by Aggrieved Employees defined above.

9.5 **No Public Comment**. Following the filing of the Motion for Approval of the PAGA Settlement, the Parties understand and agree that there may be media coverage of the Settlement not initiated by Plaintiff or Defendant, directly or indirectly, as a result of the public filings. Notwithstanding the foregoing, Plaintiff, Defendant, and their respective counsel agree that no Party shall issue any press release to the news media, nor shall any Party disclose any information regarding this settlement in their marketing materials or firm websites, nor shall any Party communicate in any way with news media concerning the settlement of the Actions. This provision shall not apply to or limit the public filing of motions or other case materials in the Action related to seeking and obtaining Court approval of the proposed Agreement, PAGA Counsel Fees Payment and/or PAGA Counsel Litigation Expenses Payment, or the PAGA Representative Service Payments, and the other relief set forth in this Agreement. This provision shall not prohibit PAGA Counsel from listing this Action by name in support of motions for appointments as class counsel, certification, attorneys' fees and costs, or the like.

9.6 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.

9.7 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

9.8 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.

9.9 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 any portion of any liability, claim, demand, action, cause of action or right released and discharged by the Party in this Settlement.

9.10 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

9.11 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.

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

9.13 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.

9.14 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.

9.15 Confidentiality. To the extent permitted by law, all agreements made and orders entered during the Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

9.16 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 Defendant 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 60 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to PAGA Counsel for the return, rather than the destruction, of Aggrieved Employee Data.

9.17 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.

9.18 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.

9.19 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:

Justin Lo, Esq. (SBN 280102)
Justin@caworklawyer.com
May T. To, Esq. (SBN 305268)
May@caworklawyer.com
WORK LAWYERS PC
22939 Hawthorne Blvd., Suite 300
Torrance, CA 90505
Telephone: (310) 248-90505
Facsimile: (424) 355-8335

To Defendant:

Jyoti Mittal, Bar No. 288084
jmittal@littler.com
Samuel Richman, Bar No. 316443
sarichman@littler.com
LITTLER MENDELSON, P.C.
2049 Century Park East, 5th Floor
Los Angeles, California 90067.3107
Telephone: 310.553.0308
Fax No.: 800.715.1330

9.20 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.

9.21 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.

Dated: ________, 2026

____
Calvin Alexander Stevens

Dated: July 22, 2026

DocuSigned by:
Annie Thompson
D119679B0B85413...

By: Annie Thompson Chief Financial Officer
CorneaGen LLC

APPROVED AS TO FORM:

PAGA Counsel Firm

Date:

____
Work Lawyers, PC
Justin Lo, Esq.
May T. To, Esq.
Attorney(s) for Plaintiff Calvin Alexander Stevens

Defense Counsel Firm

Date:

____
Littler Mendelson, P.C.
Jyoti Mittal, Esq.
Samuel Richman, Esq.
Attorney(s) for Defendant CorneaGen LLC

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.

Dated: 7/24/2026, 2026

DocuSigned by:
5A444EE6374548D
Calvin Alexander Stevens

Dated: ________, 2026

By:
CorneaGen LLC

APPROVED AS TO FORM:

PAGA Counsel Firm

Date: 7/23/2026

Signed by:
Justin Lo
851111C5405E4A4
Work Lawyers, PC
Justin Lo, Esq.
May T. To, Esq.
Attorney(s) for Plaintiff Calvin Alexander Stevens

Defense Counsel Firm

Date: July 26, 2026

Littler Mendelson, P.C.
Jyoti Mittal, Esq.
Samuel Richman, Esq.
Attorney(s) for Defendant CorneaGen LLC

<u>Exhibit A</u>

NOTICE OF SETTLEMENT OF PRIVATE ATTORNEYS GENERAL ACT CLAIMS (CAL. LABOR CODE §§ 2698, *ET SEQ.*)

You have been identified as an individual who worked for CorneaGen LLC, and are entitled to a settlement payment in the lawsuit entitled *Calvin Alexander Stevens v. Sightlife, et al.*, Sacramento County Superior Court Case No. 24STCV025243 (the "Lawsuit'). The Parties reached a settlement of the claims for penalties under PAGA alleged in the Lawsuit. The Court approved the settlement on [insert date], and has determined that the settlement is fair and reasonable. The payment which accompanies this notice is made to you pursuant to the terms of the settlement.

If you have any questions or would like a copy of the settlement agreement approved by the Court, please contact the Settlement Administrator at [INSERT].