PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between plaintiffs Kenneth Suanico and Lyna Henderson (together, "Plaintiffs") and defendant BioLegend, Inc. ("Defendant" or "BioLegend"). The Agreement refers to Plaintiffs and Defendant collectively as "Parties."

1. DEFINITIONS.

1.1. "Action" or "*Suanico* action" means the Plaintiff Suanico's PAGA lawsuit alleging wage and hour violations against Defendant captioned *Kenneth Suanico v. BioLegend CNS Inc., et. al.* (37-2024-00000993-CU-OE-CTL) initiated on January 9, 2024 and pending in the Superior Court of the State of California, County of San Diego.

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

1.3. "Administration Expenses Payment" means the amount the Administrator will be paid from the PAGA 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 this Settlement.

1.4. "PAGA Member" means all individuals who are or previously were employed by Defendant in California and classified as a non-exempt employee at any time during the PAGA Period.

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

1.6. "PAGA Member Address Search" means the Administrator's investigation and search for current PAGA Member 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 PAGA Members.

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

1.8. "Court" means the Superior Court of California, County of San Diego.

1.9. "Defendant" means named BioLegend, Inc.

1.10. "Defense Counsel" means Jonathan Brenner and Amish Shah of the law firm of Epstein Becker & Green, P.C.

1.11. "Effective Date" means the date on which the Court's order approving the settlement and its entry of Judgment becomes 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 order and judgment approving the settlement 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 order and judgment approving the settlement are affirmed pursuant to such petition.

1.12. "Gross Settlement Amount" means the total sum of $500,000 which is the maximum amount Defendant agrees to pay under the Settlement. 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 Administrator Expenses.

1.13. "Individual PAGA Payment" means the PAGA Member's pro rata share of 25% of the PAGA Payment calculated according to the number of Pay Periods the PAGA Member worked during the PAGA Period.

1.14. "Judgment" means the judgment entered by the Court based upon the Approval Order.

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

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

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

1.18. "PAGA Counsel" means Andrew Hillier of the law firm Hillier DiGiacco LLP, the attorney representing Plaintiff Suanico in the Action, and Emil Davtyan, David Yeremian, Natalie Haritoonian, Enoch J. Kim, Matthew Carraher, and Antonia McKee of the law firm D. Law, Inc., representing Plaintiff Henderson.

1.19. "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.

1.20. "PAGA Notice" means Plaintiff Suanico's August 17, 2023, letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.21. "PAGA Payment" 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, Service Awards and Administration Expenses Payment, which after these deductions is the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the PAGA Members and the 75% to LWDA in settlement of PAGA claims.

1.22. "PAGA Pay Period" means any Pay Period during which a PAGA Member worked for Defendant for at least one day during the PAGA Period.

1.23. "PAGA Period" means the period from November 5, 2022, through the Effective Date.

1.24. "Plaintiffs" means Kenneth Suanico, the named plaintiff in the Action, and Lyna Henderson, the named plaintiff in the Second-Filed Action.

1.25. "Released PAGA Claims" means the claims being released by the Plaintiffs and PAGA Counsel and as described in Paragraph 5.2 below.

1.26. "Released Parties" means Defendant, its insurers, brands, concepts, affiliates, subsidiaries, parent companies, predecessors, successors, assigns, and entities (including those entities named as respondents and/or defendants in Plaintiffs' LWDA letters, the Action, or the Second-Filed Complaint), as well as Defendant's employees, officers, shareholders, directors, agents, attorneys, administrators, representatives, and any individual or entity which could be jointly liable with Defendant.

1.27. "Second-Filed Action" or "*Henderson* action" means Plaintiff Lyna Henderson's Class Action and PAGA lawsuit alleging wage and hour violations against Defendant, PerkinElmer US, LLC, and PerkinElmer, Inc., and PerkinElmer, captioned *Lyna Henderson v. BioLegend, Inc., PerkinElmer US LLC, PerkinElmer, Inc., and PerkinElmer, a business entity of unknown form, et. al.* (37-202400010689-CU-OE-CTL) (the "Second-Filed Complaint" refers to the most recent operative complaint filed in the Second-Filed Action), initiated on March 6, 2024, and amended on May 10, 2024, in the Superior Court of California, County of San Diego.

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

2. RECITALS AND OTHER TERMS

2.1. On January 9, 2024, Plaintiff Suanico commenced this Action by filing a Representative Action Complaint against Defendant alleging individual claims for a) failure to pay overtime (Cal. Labor Code ("CLC") §§ 510, 1194); b) failure to pay minimum wages (CLC §§ 1194, 1197, 1197.1); c) failure to provide rest periods or premiums (CLC §§ 226.7, 512); d) failure to provide meal periods or premiums (CLC §§ 226.7, 512); e) failure to provide accurate wage statements (CLC §§ 226(a), 226.3); f) failure to pay final wages (CLC § 201-203, 256); g) and, any claim for penalties or other relief based on or under CLC §§ 558, 558.1, 2699, 2699.3 and on or under Business & Professions Code §17200. The Representative Action 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. On March 6, 2024, Plaintiff Henderson commenced the Second-Filed Action, alleging individual and class claims against Defendant, and erroneously against PerkinElmer US, LLC, and PerkinElmer, Inc., and PerkinElmer, alleging a) failure to pay minimum wages (CLC §§ 1194, 1197, 1197.1); b) failure to pay overtime under CLC § 510; c) failure to comply with CLC § 245, *et. seq*. and 246; d) meal period liability under CLC § 226.7; e) rest-break liability under CLC § 226.7; f) failure to provide accurate wage statements under CLC § 226(a); g) failure to timely pay wages upon termination under CLC § 203; failure to reimburse necessary business expenses under CLC § 2802; and violation of Business & Professions Code §17200.

2.3. On March 6, 2024, Plaintiff Henderson sent a letter to the defendants in the Second-Filed Action and the LWDA, providing notice pursuant to Labor Code section 2699.3, subd.(a).

2.4. On May 10, 2024, Plaintiff Henderson amended the Second-Filed Action complaint, to add a PAGA claim under CLC § 2698, *et. seq.*

2.5. On September 4, 2024, at the request of Plaintiff Henderson, the Henderson Court dismissed PerkinElmer U.S., LLC.

2.6. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff Suanico gave timely written notice to Defendant and the LWDA by sending the PAGA Notice, and Plaintiff Henderson gave timely written notice to Defendant and the LWDA by sending her letter dated March 6, 2024.

2.7. On August 27, 2024, the Parties participated in a mediation presided over by Hon. Steven R. Denton (Ret.), which subsequently led to this Agreement to settle the Action.

2.8. Prior to mediation, Plaintiffs obtained, through informal discovery, documents relating to Defendant's policies, practices, and procedures regarding paying non-exempt employees for all hours worked, overtime, meal and rest period policies, payroll and operations policies, and more.

2.9. In addition to the Gross Settlement Amount, Defendant has agreed to separately settle Plaintiffs' individual claims pursuant to separate confidential Individual Settlement Agreements ("Individual Settlement Agreements"). If the Court and/or the LWDA requires the Parties to submit the terms of Plaintiffs' Individual Settlement Agreements to obtain approval of the PAGA settlement in the Action, the Parties agree that the terms of Plaintiffs' Individual Settlement Agreements will only be submitted under seal or disclosed to the Court and/or LWDA in some other way to ensure that the Individual Settlement Agreement amounts are not disclosed publicly.

2.10. Pursuant to the terms of this Settlement, the Parties stipulate and agree that the Plaintiff Suanico will amend the PAGA Notice and file a First Amended Complaint in the *Suanico* Action (hereinafter referred to as the "Operative Complaint"), that will add Henderson as a representative plaintiff and the two additional claims under PAGA asserted in the Second-Filed Action complaint that are not pled in the *Suanico* Action, namely: (1) alleged failure to comply with CLC § 245, *et. seq*. and 246 (sick pay), and (2) alleged failure to reimburse necessary business expenditures under CLC § 2802, which claims are being included in this Settlement. Defendant denies all material allegations set forth in the Action and the Second-Filed Action, and has asserted numerous affirmative defenses. Notwithstanding, in the interest of avoiding further litigation, Defendant desires to fully and finally settle the Action, the Second-Filed Action, and the Released PAGA Claims. PAGA Counsel in the Action diligently investigated the claims against Defendant, including any and all applicable defenses and the applicable law. The investigation included, *inter alia*, the exchange of information, data, and documents, and review of corporate policies and practices.

2.11. Pursuant to the terms of this Settlement, the Parties will file a general notice of settlement in the *Suanico* and *Henderson* actions, and will also file a stipulation to dismiss PerkinElmer, Inc. and PerkinElmer in the *Henderson* action, to dismiss any putative class claims without prejudice in the *Suanico* and *Henderson* actions, and to request for a stay of proceedings and the vacating of all currently-scheduled dates and deadlines in the *Henderson* action pending the conclusion of the settlement approval process in the *Suanico* action. Upon or in connection with seeking final approval and entry of judgment on the settlement in the *Suanico* action, the parties will stipulate to and request dismissal with prejudice of the remainder of the *Suanico* and *Henderson* actions.

2.12. The Parties 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 provided in paragraph 8 below, Defendant promises to pay $500,000.00 and no more as the Gross Settlement Amount. The Gross Settlement Amount includes the Individual PAGA Payments to the PAGA Members, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 6.1 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring PAGA Members to submit any claim as a condition of payment. The Gross Settlement Amount shall be all-in and none of the Gross Settlement Amount will revert to Defendant.

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 (1/3) of the Gross Settlement Amount, which is currently estimated to be $166,666.67, and PAGA Counsel Litigation Expenses Payment of not more than $25,000.00. Defendant 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 to the PAGA Payment. 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 will have full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Released Parties harmless, and shall indemnify Released Parties, from any dispute or controversy regarding any division or sharing of any of these payments.

3.2.2 To the Administrator: An Administrator Expenses Payment not to exceed $7,500.00 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 $7,500.00, the Administrator will retain the remainder in the PAGA Payment.

3.2.3 To the LWDA and PAGA Members: PAGA Payment in the amount of not less than $300,833.33 to be paid from the Gross Settlement Amount, with 75% (no less than $225,625.00) allocated to the LWDA PAGA Payment and 25% (no less than $75,208.33) allocated to the Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the PAGA Members' 25% share of PAGA Payment by the total number of PAGA Period Pay Periods worked by all PAGA Members during the PAGA Period and (b) multiplying the result by each PAGA Member's PAGA Period Pay Periods. PAGA Members assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. If the Court approves the PAGA Payment of less than the amount requested, the Administrator will allocate the remainder to the PAGA Payment. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. PAGA Member Pay Periods. Based on a review of its records, Defendant estimates that, as of May 3, 2024, there were approximately 701 PAGA Members who collectively worked a total of 19,683 PAGA Pay Periods from November 5, 2022, to May 3, 2024.

4.2. PAGA Member Data. Within fifteen (15) days of the Effective Date, Defendant will deliver the PAGA Member Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect PAGA Members' privacy rights, the Administrator must maintain the PAGA Member Data in confidence, use the PAGA Member Data only for purposes of this Settlement and for no other purpose, and restrict access to the PAGA Member Data to Administrator employees who need access to the PAGA Member Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the PAGA Member Data omitted employee identifying information and to provide corrected or updated PAGA Member Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the PAGA Member Data to the Administrator, the Parties by and through their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted PAGA Member Data.

4.3. Funding of Gross Settlement Amount. If no objection to the settlement is made and no other individual or the LWDA moves to intervene and/or vacate the judgment or settlement approval order, and if no appeal is filed from the judgment or settlement approval order, then Defendant shall fund the settlement no later than seventy-five (75) days after service of notice of entry of judgment and the approval order on the LWDA. If an appeal is filed, Defendant shall fund the settlement no later than thirty (30) days after the date the judgment is affirmed, in whole or in material part, and no longer subject to further appeal.

4.4. Payments from the Gross Settlement Amount. Within fourteen (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 Service Awards and 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 PAGA Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the void date (which is 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 a PAGA Member Address Search for all PAGA Members whose checks are returned undelivered without USPS forwarding address. Within seven (7) days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the PAGA Member Address Search. The Administrator need not take further steps to deliver checks to PAGA Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any PAGA Member whose original check was lost or misplaced, if requested by the PAGA Member prior to the void date.

4.4.3. For any PAGA Member 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 Legal Aid Society of San Diego in the name of the absent PAGA Member, subject to Court approval.

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

5. RELEASES OF CLAIMS.

Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiffs will release claims against all Released Parties as follows:

5.1. Plaintiffs' Release. Plaintiffs and their respective former and present spouses, representatives, agents, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the PAGA Period, including, but not limited to: all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice ("Plaintiffs' Release"). Plaintiffs' 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, claims that cannot be released as a matter of law, or based on occurrences outside the PAGA Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now knows or believes to be true but agrees, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

5.2. Release by PAGA Members: All PAGA Members 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 "Released PAGA Claims." "Released PAGA Claims" means all PAGA claims for civil and any other penalties, costs, interest, attorneys fees, or any other relief that were alleged in, or reasonably could have been alleged based on the facts stated in, the Action, Second-Filed Action, the Operative Complaint, the PAGA Notice submitted by Plaintiff Suanico to the LWDA, and the PAGA notice submitted by Plaintiff Henderson to the LWDA, which occurred during the PAGA Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, California class claims, and PAGA claims outside of the PAGA period. In no event shall the release of the Released PAGA Claims in this Settlement Agreement release any individual non-PAGA claims of any individuals.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.

Plaintiffs' counsel shall prepare and file an application or motion for approval of this Settlement.

6.1 Plaintiffs' Responsibilities. Plaintiffs, by and through their counsel, will prepare and file all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from 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

PAGA Member 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 PAGA Members or the LWDA; and the nature and extent of any financial relationship with Plaintiffs, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel's firms attesting to their timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (*l*)(1)), this Agreement (Labor Code section 2699, subd. (*l*)(2)); and (iv) all facts relevant to any actual or potential conflict of interest with PAGA Members and/or the Administrator. In their Declarations, Plaintiffs and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Preparation of the Application or Motion for Approval of Settlement. Plaintiffs are responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than sixty (60) 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. Plaintiffs are responsible for delivering the Court's Preliminary 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, the Parties, by and through PAGA Counsel and Defense Counsel respectively, will expeditiously work together 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 ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. 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 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 U.S. 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 OF THE COURT.

8.1. Retention of Jurisdiction. The Parties agree that after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement pursuant to Code of Civil Procedure section

664.6 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 material terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties and their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the PAGA Payment.

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 Plaintiffs that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. Defendant expressly denies all liability for any wrongdoing alleged by Plaintiffs. If, for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiffs reserve 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. 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, except as otherwise provided in the Individual Settlement Agreements.

9.3. Attorney Authorization. The Parties separately warrant and represent that PAGA Counsel and Defense Counsel are authorized by Plaintiffs 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.

9.4. Cooperation. The Parties 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 the mediator, Hon. Steven R. Denton (Ret.), for resolution.

9.5. 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.

9.6. No Tax Advice. Neither the Parties nor their 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.

9.7. 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.

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

9.9. 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.

9.10. 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.

9.11. Confidentiality. Other than information necessary to secure Court approval of this settlement, the Parties agree to keep confidential all matters relative to this Settlement, including the terms of the Settlement and the facts and circumstances leading up to it. If asked about the disputes between the Parties, the Parties shall provide no other statement than "the matter has been resolved" or "the matter has settled." The Parties may, however, discuss the terms of this Settlement with their spouses, attorneys, financial advisors, tax advisors, and accountants, or upon a valid court order, at which time the individual receiving information about the terms of this Settlement shall be informed that the terms of this Settlement are confidential, and the individual may not reveal or disclose to any third party the terms of the Settlement. Except as set forth above, neither Plaintiffs nor PAGA Counsel shall issue a press release, hold a press conference, publish information about the settlement on any website, in advertising/marketing materials or social media, or otherwise publicize the settlement or communicate its terms in public or in private. If counsel for any party receives an inquiry about the settlement from the media, counsel may only respond only after the motion for preliminary approval has been filed and only by confirming the accurate terms of the settlement. Nothing in this provision shall prevent Defendant from making any required corporate or regulatory disclosures.

9.12. Use and Return of PAGA Member Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §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 rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff and PAGA Counsel shall destroy all paper and electronic versions of PAGA Member Data received from

Defendant unless, prior to the Administrator's payment of all Settlement Funds, Defendant makes a written request to PAGA Counsel for the return, rather than the destructions, of PAGA Member Data.

9.13. 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.

9.14. 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.

9.15. 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 Suanico:

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To Plaintiff Henderson:

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1925 Century Park East, Suite 500
Los Angeles, CA 90067
Phone: (310) 556-8861
Facsimile: (310) 553-2165

9.16. Execution in Counterparts. This Settlement Agreement is subject only to the execution of all Parties. However, this Agreement may be executed in one or more counterparts by facsimile, electronic signature, 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. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

9.17. Court Filings. The Parties agree not to object to any Court filings consistent with this Agreement.

9.18. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to 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. In the event the settlement is not finally approved, or is terminated, cancelled or fails to become effective for any reason, the Parties shall revert back to their respective positions as of before entering into the settlement. The Parties shall cooperate in good faith to secure a court order staying the Action and all deadlines, pending implementation of the settlement. If the Court denies approval of the settlement, the Parties will resume litigation.

10. EXECUTION BY PARTIES

The Parties hereby execute this Agreement.

Dated: 11 / 06 / 2025 ______________________________
Plaintiff Kenneth Suanico

Signed by:

Dated: 11/18/2025 ______________________________
9ED67A85AE37400...
Plaintiff Lyna Henderson

DocuSigned by:
36260745686D458...

Dated: ____________ 16 December 2025 | 10:36 PM EST

Debra Shoji-Sinkus
Authorized signatory for BioLegend, Inc.

11. APPROVED AS TO FORM BY COUNSEL

Dated: ____________

Andrew Hillier
Hillier DiGiacco LLP
Attorney for Plaintiff Kenneth Suanico

Dated: ____________

Enoch J. Kim
D. Law, Inc.
Attorney for Plaintiff Lyna Henderson

Dated: 12/24/2025

Jonathan Brenner
Epstein Becker & Green, P.C.
Attorney for Defendant BioLegend, Inc.

Dated: __________

____
Jim Schindler
Authorized signatory for BioLegend, Inc.

11. APPROVED AS TO FORM BY COUNSEL

Dated: 11/6/25

____
Andrew Hillier
Hillier DiGiacco LLP
Attorney for Plaintiff Kenneth Suanico

Dated: January 9, 2026

____
Enoch J. Kim
D. Law, Inc.
Attorney for Plaintiff Lyna Henderson

Dated: __________

____
Jonathan Brenner
Epstein Becker & Green, P.C.
Attorney for Defendant BioLegend, Inc.