

Exhibit 1

CLASS AND COLLECTIVE SETTLEMENT AGREEMENT AND RELEASE

1. INTRODUCTION

1.1 Subject to approval by the United States District Court for the Southern District of New York, this Class and Collective Settlement Agreement and Release sets forth the terms by which the Class Representatives and Collective Action Representatives, on behalf of themselves and similarly situated female employees at Alcon, and Defendants Novartis Corporation and Alcon Laboratories, Inc. (“Defendants”) have settled any and all Class Claims that were, will be, or could have been asserted in the litigation captioned *Dickerson, et al. v. Novartis Corporation and Alcon Laboratories, Inc.*, Civil Action No. 1:15-cv-01980, which is pending before Judge Gregory H. Woods in the United States District Court for the Southern District of New York (“Civil Action”).

2. NATURE AND RESOLUTION OF THIS CASE

2.1 On March 17, 2015, Elyse Dickerson and Susan Orr filed the Civil Action against Defendants. Dr. Orr brought collective claims on behalf of female employees in Director-Level Positions at Alcon under the Equal Pay Act of 1963, 29 U.S.C. § 206(d) (the “Equal Pay Act” or “EPA”). In addition, Dr. Orr and Ms. Dickerson each brought individual claims under Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e *et seq.* (“Title VII”).

2.2 On April 27, 2015, Class Counsel notified Defendants’ Counsel that Class Counsel was prepared to file an amended complaint adding additional plaintiffs who, on behalf of female employees in Manager-Level Positions, Specialist/Analyst-Level Positions, and Sales Positions at Alcon, would assert class claims of gender discrimination in pay, promotion, and assignments pursuant to Title VII and collective claims of gender discrimination in pay pursuant to the Equal Pay Act.

2.3 Subsequently, the parties agreed to undertake a process of voluntary discovery for settlement purposes pertaining to the class and collective claims of gender discrimination in pay, promotion, and assignments. Defendants produced pertinent human resources data on June 18, 2015; June 29, 2015; July 10, 2015; and August 7, 2015. Each party retained an experienced expert to analyze the data. An expert labor economist retained by Class Counsel examined alleged gender disparities in pay, promotion, and assignments.

2.4 After exchanging the results of their experts’ respective analyses, the parties engaged in mediation in an effort to resolve Plaintiffs’ class and collective claims of gender discrimination in pay, promotions, and assignments. The parties retained mediator Hunter R. Hughes, III, who is an experienced and well-respected mediator skilled in the mediation of complex class actions. The parties, assisted by their respective experts, engaged in three days of mediation on July 22, July 27, and August 31, 2015.

2.5 The parties and their counsel recognize that, in the absence of an approved settlement, they would face a protracted litigation course, including motions for class certification and collective action certification, motions for summary judgment, and trial and appellate proceedings that would consume time and resources and present each of them with ongoing litigation risks and uncertainties. The parties wish to avoid these risks and uncertainties, as well as the consumption of time and resources of litigation, through settlement pursuant to the terms and conditions of this Agreement.

2.6 After discovery, analysis, and deliberation, the parties are of the opinion that the settlement described in this Agreement is fair, reasonable and adequate. Class Counsel, Class Representatives, and Collective Action Representatives believe that the settlement set forth in this Settlement Agreement serves the best interest of the Classes and Collectives based on all the facts and circumstances, including the uncertainty and risk of significant delay with respect to class certification and prevailing on the merits, as it provides prompt relief for the Classes and Collectives.

2.7 It is the desire of the Parties to fully, finally, and forever settle, compromise, and discharge all Released Claims (as defined in Paragraph 10.3) on behalf of the Classes and Collectives.

2.8 It is the intention of the Parties that this Agreement shall constitute a full and complete settlement and release of all Released Claims against all Released Parties (as defined in Paragraph 10.2) and a dismissal of all pending actions covered by the Released Claims.

2.9 By executing this Agreement, Defendants do not admit any liability and specifically deny any wrongdoing and deny that the Class Members are entitled to any damages. Defendants deny all claims as to liability, wrongdoing, damages, penalties, interest, fees, injunctive relief and all other forms of relief. Defendants deny any and all allegations relating to the Civil Action. Defendants have asserted several affirmative defenses, including that the claims were based on individualized facts and were not appropriate for class certification. Defendants maintain that they have acted lawfully at all times. Defendants have agreed to resolve the Civil Action (excluding Ms. Dickerson's allegations and claims) in this Agreement, but to the extent this Agreement is voided, deemed void, or the Effective Date does not occur, Defendants do not waive, but rather expressly reserve, all rights to challenge any and all claims and allegations asserted by the Class Representatives and Collective Action Representatives in the Civil Action upon all procedural and substantive grounds, including, without limitation, the ability to challenge class action treatment on any grounds and to assert any and all potential defenses or privileges. Class Representatives, Collective Action Representatives, and Class Counsel agree that Defendants retain and reserve these rights, and they agree not to take a position to the contrary. Class Representatives, Collective Action Representatives, Class Counsel, Defendants, and Defendants' Counsel agree that if this Agreement is voided, deemed void, or the Effective Date does not occur, they will not present any argument based on this Settlement Agreement, or any exhibit, attachment, act performed or document executed pursuant to this Settlement or this Agreement.

2.10 This Agreement shall be inadmissible in any lawsuit, legal proceeding, or administrative proceeding, except for legal proceedings concerning the enforcement or interpretation of this Agreement. Additionally, neither the settlement described in this Agreement, nor the Agreement itself, nor any act performed or document executed pursuant to, or in furtherance of the settlement: (a) is or may be deemed to be or may be used as an admission or evidence of the validity of any claim, or of any wrongdoing or liability of Defendants; or (b) is or may be deemed to be or may be used as an admission or evidence of any fault or omission of Defendants in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. Neither this Agreement nor anything in it, nor any part of the negotiations that occurred in connection with the creation of this Agreement, shall constitute evidence with respect to any issue or dispute in any lawsuit, legal proceeding, or administrative proceeding, except for legal proceedings concerning the enforcement or interpretation of this Agreement.

2.11 This Agreement shall not in any way constitute a waiver of any arguments or defenses the Defendants have or may have in any proceeding (other than for purposes of this settlement) in any court, agency or other forum, including but not limited to the defense of lack of personal jurisdiction and the defense that neither Novartis Corporation nor Novartis International AG is a proper party to any claims that have been alleged or may be alleged by the Class Members.

3. DEFINITIONS

The terms described below shall have the meanings defined in this Section wherever used in this Agreement, including in all of its exhibits, and in the Notice of Class Action Settlement.

3.1 “Agreement,” “Settlement,” or “Settlement Agreement” means this Class and Collective Settlement Agreement and Release, including all exhibits attached hereto.

3.2 “Alcon” means Alcon Laboratories, Inc.

3.3 “Base Payment” means the payment received by each Class Member pursuant to, and as calculated under, Paragraph 6.2.

3.4 “Claims Administrator” means the Claims Administrator selected by Class Counsel and appointed by the Court.

3.5 “Claim Form” means a form agreed upon by Class Counsel and Counsel for Defendants that will be distributed to Class Members after the Final Approval Order.

3.6 Unless otherwise specified herein, “Class” refers to each and any of the Classes and Collectives identified herein, namely the Director Class, Director Collective, Manager Class, Manager Collective, Specialist/Analyst Class, Specialist/Analyst Collective, Sales Class, and Sales Collective.

3.7 “Class Counsel” means the law firm of Sanford Heisler Kimpel, LLP.

3.8 “Class Member” or “Proposed Class Member” means any member of any Class identified herein, as well as any member of any Collective identified herein who has submitted an opt-in form or cashed a settlement check pursuant to this Agreement. The term “Class Member” or “Proposed Class Member” includes Named Plaintiffs unless this Agreement expressly specifies otherwise. The term “Class Member” expressly excludes individuals who file a timely request to opt-out of the Settlement.

3.9 “Class Monetary Awards Settlement Fund” means the amount reserved from the Qualified Settlement Fund Account for payment of Base Payments and Supplemental Payments. The Class Monetary Awards Settlement Fund shall be computed by (a) taking the Total Settlement Amount, (b) adding all interest accrued prior to the distribution of any monetary awards after payment of applicable taxes on the accrued interest, and (c) deducting all Court-ordered distributions pursuant to Paragraph 7 and performing any required reallocations pursuant to Paragraph 6.5.

3.10 “Class Representatives” means Class Representatives Susan Orr, Caroline Bucci, Katerina Dodbiba, Anya Gau, Gina Giuriceo, Kathryn Hoffman, Melinda Konczal, Leslie Lemke, Jennifer Maynard, and Jessicah McGaffie.

3.11 “Collective Action Representatives” mean Collective Action Representatives Susan Orr, Caroline Bucci, Katerina Dodbiba, Anya Gau, Gina Giuriceo, Ann-Marie Hammond, Kathryn Hoffman, Melinda Konczal, Leslie Lemke, Jennifer Maynard, Jessicah McGaffie, Melissa Mota, and Kristine Steely.

3.12 “Court” means the United States District Court for the Southern District of New York.

3.13 “Director Class” means a class certified for settlement purposes pursuant to Federal Rule of Civil Procedure 23 consisting of all women who have held a Director-Level Position at Alcon in the United States at any time during the Settlement Period, excluding individuals who entered into individual releases of Class Claims as part of individual agreements with Alcon prior to the Preliminary Approval Date that did not contain an exception for participation in this Settlement.

3.14 “Director Collective” means a collective certified for settlement purposes pursuant to 29 U.S.C. § 216(b) consisting of all women who have held a Director-Level Position at Alcon in the United States at any time during the Settlement Period, excluding individuals who entered into individual releases of the Class Claims as part of individual agreements with Alcon prior to the Preliminary Approval Date that did not contain an exception for participation in this Settlement.

3.15 “Director-Level Positions” include, but are not limited to: Assistant Director, Associate Director, Director, Assistant Head, Associate Head, Head (excluding Vice Presidents), Lead (when used as a noun), Global Director, U.S. Director, and Executive Director. Following execution of this Agreement, the parties shall prepare a list of positions that they stipulate constitute Director-Level Positions for purposes of this settlement.

3.16 “Defendants’ Counsel” or “Counsel for Defendants” means the law firms of Cravath, Swaine & Moore LLP, Kaye Scholer LLP, and White & Case LLP.

3.17 “Effective Date” means the date upon which all of the following have occurred: (1) entry of an order by the Court certifying the Classes and Collectives; (2) entry of an order or orders by the Court granting final approval to the Agreement, approving the amount of attorneys’ fees and costs, and dismissing the Civil Action with prejudice (excluding the individual claims of Ms. Dickerson); (3) the period for Defendants to withdraw from the Agreement pursuant to Paragraph 13.2 has expired; and (4) if applicable, the time for appeal has expired and/or any appeal is complete.

3.18 “Manager Class” means a class certified for settlement purposes pursuant to Federal Rule of Civil Procedure 23 consisting of all women who have held a Manager-Level Position at Alcon in the United States at any time during the Settlement Period, excluding individuals who entered into individual releases of Class Claims as part of individual agreements with Alcon prior to the Preliminary Approval Date that did not contain an exception for participation in this Settlement.

3.19 “Manager Collective” means a collective certified for settlement purposes pursuant to 29 U.S.C. § 216(b) consisting of all women who have held a Manager-Level Position at Alcon in the United States at any time during the Settlement Period, excluding individuals who entered into individual releases of Class Claims as part of individual agreements with Alcon prior to the Preliminary Approval Date that did not contain an exception for participation in this Settlement.

3.20 “Manager-Level Positions” are non-Sales positions that include, but are not limited to: Manager (excluding General Manager), Brand Manager, Product Manager, Finance Manager, Financial Planning Manager, Project Manager, Project Quality Manager, Quality Assurance Manager, Staffing Manager, Manager of Health Services and Fitness, Organizational Performance Manager, Manager of US Exports and Accounting, Manager of Global Labeling, Manager of Global Design, Global Labeling and Packaging Engineering Manager, Manager of Global Trade Compliance, Integrity and Compliance Monitoring Manager, Integrity and Compliance Policy Manager, BPA and Analysis Supporting NIBR and Chemical Research Manager, Meetings Manager, Manager of Global Public Relations and Communications, HR Manager, HR Regional Manager, HR Business Solutions Manager, Training Manager, and Operations Manager. Manager-Level Positions include versions of the foregoing titles with the terms “Global,” “U.S.,” “Junior,” “Senior,” “Associate,” “II,” and/or “III” appended. Following execution of this Agreement, the parties shall prepare a list of positions that they stipulate constitute Manager-Level Positions for purposes of this settlement.

3.21 “Named Plaintiffs” means the Class Representatives and Collective Action Representatives.

3.22 “Notice of Class Action Settlement” or “Notice of Class and Collective Action Settlement” or “Notice” means a notice agreed upon by Class Counsel and

Counsel for Defendants that will be distributed to Class Members after the Preliminary Approval Order.

3.23 “Parties” or “parties” means the Named Plaintiffs and Defendants.

3.24 “Preliminary Approval Date” means the date of entry of the Preliminary Approval Order.

3.25 “Preliminary Approval Order” means the Order entered by this Court preliminarily approving the terms of this Agreement, preliminarily certifying the Classes and Collectives, scheduling a Final Approval Hearing, and directing the mailing of the Notice of Class Action Settlement to the Classes and Collectives.

3.26 “Settlement Period” means the period from March 17, 2012, through the Preliminary Approval Date.

3.27 “Sales Class” means a class certified for settlement purposes pursuant to Federal Rule of Civil Procedure 23 consisting of all women who have held a Sales Position at Alcon in the United States at any time during the Settlement Period, excluding individuals who entered into individual releases of Class Claims as part of individual agreements with Alcon prior to the Preliminary Approval Date that did not contain an exception for participation in this Settlement.

3.28 “Sales Collective” means a collective certified for settlement purposes pursuant to 29 U.S.C. § 216(b) consisting of all women who have held a Sales Position at Alcon in the United States at any time during the Settlement Period, excluding individuals who entered into individual releases of Class Claims as part of individual agreements with Alcon prior to the Preliminary Approval Date that did not contain an exception for participation in this Settlement.

3.29 “Sales Positions” include, but are not limited to: Medical Sales Representative, Medical Device Sales Representative, Ocular Surface Representative, Vision Care Sales Representative, Glaucoma Specialty Sales Representative, Glaucoma Account Manager, Allergy and Otolaryngology Representative, Specialty Sales Representative, Surgical Hospital Account Manager, Group Hospital Accounts Manager, Hospital Account Manager, Cataract Account Manager, Cataract Refractive Manager, Cataract Equipment Manager, Cataract Sales Division Manager, Laser Refractive Manager, Key Account Manager, Refractive Sales Division Manager, Refractive Equipment Manager, Refractive Account Manager, Vitreoretinal Sales Division Manager, and Vitreoretinal Manager. Sales Positions include versions of the foregoing titles with the terms “Global,” “U.S.,” “Junior,” “Senior,” “Associate,” “II,” and/or “III” appended. Following execution of this Agreement, the parties shall prepare a list of positions that they stipulate constitute Sales Positions for purposes of this settlement.

3.30 “Specialist/Analyst Class” means a class certified for settlement purposes pursuant to Federal Rule of Civil Procedure 23 consisting of all women who have held a Specialist/Analyst-Level Position at Alcon in the United States at any time during the

Settlement Period, excluding individuals who entered into individual releases of Class Claims as part of individual agreements with Alcon prior to the Preliminary Approval Date that did not contain an exception for participation in this Settlement.

3.31 “Specialist/Analyst Collective” means a collective certified for settlement purposes pursuant to 29 U.S.C. § 216(b) consisting of all women who have held a Specialist/Analyst-Level Position at Alcon in the United States at any time during the Settlement Period, excluding individuals who entered into individual releases of Class Claims as part of individual agreements with Alcon prior to the Preliminary Approval Date that did not contain an exception for participation in this Settlement.

3.32 “Specialist/Analyst-Level Positions” include, but are not limited to: Talent Acquisition Specialist, Talent Management Specialist, Recruitment Specialist, Leader Development Specialist, HR Specialist, HR Business Partner, Business Excellence Process and Policy Specialist, Information Specialist, Logistics Analyst, Trade Compliance Analyst, Compliance and Reporting Specialist, Accounts Payable Specialist, Accounts Payable Coordinator, Expense Report Specialist, T&E Analyst, Documentation Analyst, Financial Systems Analyst, Financial Analyst, Planning Analyst, Tax Analyst, Sales and Use Tax Specialist, Cost Analyst, Accountant, Compensation Analyst, BPA Analyst, Senior BPA, Internal Control Analyst, MTO Performance Management Analyst, Project Coordinator, Traffic Coordinator, Training Specialist, Conference and Events Planner, Communications Specialist, Licensing Analyst, Scientist, Information Scientist, Engineer, Safety Specialist, Animal Care Specialist, Technologist, Project Toxicologist, Technical Specialist, and Regulatory Analyst. Specialist/Analyst-Level Positions include versions of the foregoing titles with the terms “Global,” “U.S.,” “Junior,” “Senior,” “Associate,” “II,” and/or “III” appended. Following execution of this Agreement, the parties shall prepare a list of positions that they stipulate constitute Specialist/Analyst-Level Positions for purposes of this settlement.

3.33 “Supplemental Claimant” means a Class Member who submits a timely and complete Claim Form pursuant to Paragraph 8.3.

3.34 “Supplemental Payment” means the payment received by a Supplemental Claimant pursuant to, and as calculated under, Paragraph 6.3.

3.35 “Workweeks” is defined as every work week, irrespective of full, part-time, or leave status, during which a Class Member was employed by Alcon during the Settlement Period.

4. MUTUAL FULL COOPERATION

4.1 The Parties agree that they will fully cooperate with each other to effectuate and implement all terms and conditions of this Agreement, and exercise good faith efforts to accomplish the terms and conditions of this Agreement.

5. MONETARY RELIEF

5.1 Alcon shall pay the sum of Eight Million Dollars (\$8,000,000.00) to settle and satisfy all Class Claims (the "Total Settlement Amount").

5.2 Each Class Member shall receive a Base Payment based on her Class membership and Workweeks during the Settlement Period pursuant to, and as calculated under, Paragraph 6.2. In addition, each Class Member who submits a timely and complete Claim Form pursuant to Paragraph 8.3, alleging that she was discriminated against on account of her gender in promotions or in assignments, shall be eligible to receive a Supplemental Payment pursuant to, and as calculated under, Paragraph 6.3.

5.3 No later than thirty (30) days after the Effective Date, Alcon shall remit the Total Settlement Amount, by wire transfer, to the Claims Administrator. Upon wiring the Total Settlement Amount, Alcon will have no further monetary obligations with respect to the Class Members pursuant to this Agreement and shall have no further responsibility to make any additional payments pursuant to this Agreement, including with respect to attorneys' fees and costs.

5.4 The Total Settlement Amount shall be placed in an interest-bearing account approved by Class Counsel with a unique Taxpayer Identification Number (the "Qualified Settlement Fund Account"). Any interest accrued prior to the distribution of any monetary awards will be added to the Supplemental Payment Fund and distributed, after payment of applicable taxes on the accrued interest, pursuant to Paragraph 6.3.

5.5 The Qualified Settlement Fund Account will constitute a qualified settlement fund pursuant to Internal Revenue Code Section 1.468B-1. Upon the opening of the account, Alcon shall execute an election statement provided by the Claims Administrator which shall be affixed to the initial tax return of the Qualified Settlement Fund Account in order to establish the start date of the Qualified Settlement Fund Account. The Qualified Settlement Fund Account will be created, managed and disbursed by the Claims Administrator under the supervision of Class Counsel and Defendants' Counsel. The Claims Administrator will cause timely filing of all income tax returns required to be filed by the Qualified Settlement Fund Account, which is taxable as an entity in its own right. The Claims Administrator shall be the only entity authorized to make withdrawals or payments from the Qualified Settlement Fund Account. Alcon will have no responsibilities or liabilities with respect to the administration of the Qualified Settlement Fund Account, including with respect to: (i) any distributions therefrom and the reporting for such distributions; and (ii) payment of applicable tax on interest or any other amounts earned.

5.6 The Claims Administrator shall return the Total Settlement Amount, plus all interest generated by the Qualified Settlement Fund Account after payment of applicable taxes on the accrued interest, to Alcon within five (5) business days in the event that this Agreement is voided, deemed void, or reversed on appeal.

5.7 The Claims Administrator shall distribute entire Qualified Settlement Fund Account (including all interest generated by the Qualified Settlement Fund Account, as reduced by payment of applicable taxes on the accrued interest) pursuant to the provisions described in this Agreement, and on the time schedule described in this Agreement, and pursuant to orders of the Court.

6. ALLOCATION AND DISTRIBUTION OF INDIVIDUAL MONETARY AWARDS

6.1 *Third-Party Neutral*

(a) A third-party neutral selected by Class Counsel (“Third-Party Neutral”) has reviewed confidential written submissions provided by Class Counsel pertaining to the Civil Action and containing expert statistical and damages analysis pertaining to each Class. The Third-Party Neutral has determined that: (1) eight-five percent (85%) of the Class Monetary Awards Settlement Fund shall constitute the Base Payment Fund and fifteen percent (15%) of the Class Monetary Awards Settlement Fund shall constitute the Supplemental Payment Fund; and (2) the Base Payment Fund and the Supplemental Payment Fund shall each be allocated as follows among the Classes: 25% to the Director Class, 20% to the Manager Class, 40% to the Specialist/Analyst Class, and 15% to the Sales Class.

6.2 *Base Payment*

(a) As allocated by the Third-Party Neutral, eighty-five (85%) of the Class Monetary Awards Settlement shall constitute the Base Payment Fund.

(b) Each Class Member shall receive a Base Payment based on her Class membership and her Workweeks during the Settlement Period. The Base Payment shall be calculated for each Class Member by performing the following calculation pertaining to each Class in which the Class Member was employed during the Settlement Period: (a) take the total number of Workweeks that the Class Member was employed as part of the Class during the Settlement Period, (b) divide that number by the total number of Workweeks that all Class Members were employed as part of that Class during the Settlement Period, and (c) multiply the quotient by the total amount of the Base Payment Fund allocated to that Class by the Third-Party Neutral pursuant to Paragraph 6.1. If a Class Member was employed in more than one Class during the Settlement Period, her Base Payment shall be calculated by performing the forgoing calculation pertaining to each Class in which the Class Member was employed during the Settlement Period and adding together the results.

(c) For tax purposes, 50% of each Base Payment shall be treated as W-2 wage payments and 50% of each Base Payment shall be treated as 1099 non-wage income as compensatory damages, although Defendants deny all Class Claims and deny that any basis exists for awarding compensatory or wage damages. The Claims Administrator shall issue to each Class Member a Form W-2 for 50% of her Base Payment and a Form 1099 for 50% of her Base Payment. The Claims Administrator will

withhold from each Class Member's W-2 wage payment both the employee's and employer's share of applicable payroll taxes under federal, state and/or local laws. All required withholdings, including but not limited to both the employee's share and the employer's share of federal, state and local payroll taxes, shall be paid out of the Qualified Settlement Fund Account. The Claims Administrator will ensure that such monies withheld for each Class Member are paid to the appropriate authorities.

6.3 *Supplemental Payment*

(a) As allocated by the Third-Party Neutral, fifteen percent (15%) of the Class Monetary Awards Settlement shall constitute the Base Payment Fund.

(b) In addition to the Base Payment, each Class Member who submits a timely and complete Claim Form pursuant to Paragraph 8.3, alleging that she was discriminated against on account of her gender in promotions or in assignments, shall be eligible to receive a Supplemental Payment. The Supplemental Payment shall be calculated for each Supplemental Claimant by performing the following calculation pertaining to each Class in which the Supplemental Claimant was employed during the Settlement Period following her Operative Date (as defined in Paragraph 8.3(b)): (a) take the total number of Workweeks that the Supplemental Claimant was employed as part of the Class during the Settlement Period following her Operative Date, (b) divide that number by the total number of Workweeks that all Supplemental Claimants were employed as part of that Class during the Settlement Period following their respective Operative Dates, and (c) multiply the quotient by the total amount of the Supplemental Payment Fund allocated to that Class by the Third-Party Neutral pursuant to Paragraph 6.1. If a Supplemental Claimant was employed in more than one Class during the Settlement Period following her Operative Date, her Supplemental Payment shall be calculated by performing the forgoing calculation pertaining to each Class in which the Supplemental Claimant was employed during the Settlement Period following her Operative Date and adding together the results.

(c) For tax purposes, 50% of each Supplemental Payment shall be treated as W-2 wage payments and 50% of each Supplemental Payment shall be treated as 1099 non-wage income as compensatory damages, although Defendants deny all Class Claims and deny that any basis exists for awarding compensatory or wage damages. The Claims Administrator shall issue to each Supplemental Claimant a Form W-2 for 50% of her Supplemental Payment and a Form 1099 for 50% of her Supplemental Payment. The Claims Administrator will withhold from each Supplemental Claimant's W-2 wage payment both the employee's and employer's share of applicable payroll taxes under federal, state and/or local laws. All required withholdings, including but not limited to both the employee's share and the employer's share of federal, state and local payroll taxes, shall be paid out of the Qualified Settlement Fund Account. The Claims Administrator will ensure that such monies withheld for each Class Member are paid to the appropriate authorities.

6.4 *Settlement Checks and Release.*

(a) No later than forty-five (45) days after the Effective Date, the Claims Administrator shall provide Class Counsel with a list of names of Class Members to whom a Base Payment is due and the amount of the Base Payment that each Class Member is to be paid. No later than ninety (90) days after the Claim Form deadline set forth in Paragraph 8.3(a), the Claims Administrator shall provide Class Counsel with a list of names of Class Members to whom a Supplemental Payment is due and the amount of the Supplemental Payment that each Supplemental Claimant is to be paid. These lists shall be treated as Attorneys' Eyes Only and shall be used only for purposes of administering this Settlement.

(b) The Claims Administrator shall mail all Base Payments within sixty (60) days after the Effective Date. The Claims Administrator shall mail all Supplemental Payments within one hundred eighty (180) days after the Claim Form deadline set forth in Paragraph 8.3(a). The face of each check sent to each Class Member and Supplemental Claimant shall clearly state that the check must be cashed within six (6) months. All payments distributed by the Claims Administrator must be accompanied by a cover letter stating words in bold to the effect that "the check must be cashed within six months or it will become void." The back of each check will contain a legend stating: "I have received and read the Notice of Class and Collective Action Settlement in *Dickerson et al. v. Novartis Corporation and Alcon Laboratories, Inc.* By negotiating this check and accepting payment, I: (1) elect to participate in the Settlement in this lawsuit, (2) consent to join the Equal Pay Act collective action in this lawsuit, and (3) agree that I have waived and released the Released Parties from all Released Claims as defined in the Settlement Agreement and in the Notice in this lawsuit. This Release will become effective as of [the Effective Date]."

(c) If a Class Member to whom a Base Payment or Supplemental Payment is due is deceased at the time of such distribution hereunder, the amount payable to such deceased Class Member shall be paid to her estate, provided that the estate provides an appropriate certification to the Claims Administrator.

(d) Nothing in this Agreement shall limit or adversely affect the eligibility for or entitlement to benefits of any Class Member (including any Class Representative or Collective Action Representative) under any plan provided by Defendants or their affiliates, including but not limited to the Novartis Severance Pay Plan, the Novartis Investment Savings Plan, the Alcon Retirement Plan, the Novartis Corporation Defined Contribution Retirement Program, Novartis Stock Incentive Plan, Annual Incentive Plan, and any entitlement to post-employment medical coverage. Nothing in this Agreement impacts any Class Member's (including any Class Representative's or Collective Action Representative's) eligibility to continue to work for the Released Parties or ability to seek re-employment with the Released Parties.

6.5 *Uncashed Checks and Unused Funds*

(a) If any Class Member fails to cash her Base Payment check within six (6) months following distribution of said check pursuant to Paragraph 6.4, the funds

associated with any Base Payment checks that are not timely negotiated will be allocated as follows: 50% will be paid to the Legal Aid Society – Employment Law Center as a *cy pres* beneficiary and 50% will be paid to the Center for WorkLife Law as a *cy pres* beneficiary.

(b) If any Class Member fails to cash her Supplemental Payment check within six (6) months following distribution of said check pursuant to Paragraph 6.4, the funds associated with any Supplemental Payment checks that are not timely negotiated will be allocated as follows: 50% will be paid to the Legal Aid Society – Employment Law Center as a *cy pres* beneficiary and 50% will be paid to the Center for WorkLife Law as a *cy pres* beneficiary.

(c) If the Court awards Service Payments in amounts less than the amounts sought by Class Counsel, the entire difference will be allocated as follows: 50% will be paid to the Legal Aid Society – Employment Law Center as a *cy pres* beneficiary and 50% will be paid to the Center for WorkLife Law as a *cy pres* beneficiary.

(d) If the Court awards attorneys' fees and costs in amounts less than the amounts sought by Class Counsel (including any amounts sought as reimbursement for payments that Class Counsel advances for the Third-Party Neutral's fees and expenses and for the Claim Administrator's fees and costs of administration), the entire difference will be allocated as follows: 50% will be paid to the Legal Aid Society – Employment Law Center as a *cy pres* beneficiary and 50% will be paid to the Center for WorkLife Law as a *cy pres* beneficiary.

(e) For the avoidance of doubt, under no circumstances shall any funds from the Qualified Settlement Fund Account revert to Defendants.

6.6 Defendants and Class Counsel have given the Class Members no tax advice as to the treatment of the payments made to them pursuant to this Agreement, and Class Members acknowledge that they have the sole and complete responsibility to seek tax and accounting counsel with regard to the tax consequences or ramifications of the payments made to them pursuant to this Agreement. Should any federal, state or local taxes, fines or penalties be determined to be owing on the payments received by a Class Member under this Agreement, she shall be solely and completely responsible for such taxes, fines or penalties and any and all other payments demanded by the appropriate tax authorities, and Defendants shall not be responsible for any such taxes, fines, penalties or other such payments. Class Members hereby hold harmless and agree not to sue Defendants for any liability, taxes, fines or penalties that may arise out of any income taxes or payroll taxes (FICA, FUTA, etc.) not being withheld from the payments made to the Class Members pursuant to this Agreement.

7. ATTORNEYS' FEES, LITIGATION COSTS, CLAIMS ADMINISTRATION COSTS, AND SERVICE PAYMENTS

7.1 *Claims Administration Expenses.* Within ten (10) business days after the deadline for completion of the entire claims process, the Claims Administrator shall

provide the Court, Class Counsel, and Defendants' Counsel with a statement detailing its fees and costs of administration. Class Counsel shall advance payment to the Claims Administrator for its documented fees and expenses after they are incurred. Subject to Court approval, Class Counsel will be reimbursed from the Total Settlement Amount for amounts that Class Counsel pays to the Claims Administrator for the Claims Administrator's documented fees and expenses. The Parties and the Claims Administrator agree to cooperate in the settlement administration process and to make all reasonable efforts to control and minimize the costs and expenses incurred in the administration of the Settlement. The Parties and the Claims Administrator estimate that the Claims Administrator's fees and costs shall be no more than \$65,000.

7.2 *Third-Party Neutral Fees.* The Third-Party Neutral has provided Class Counsel with a statement detailing her fees and costs incurred in connection with the allocation pursuant to this Agreement. Class Counsel shall advance payment to the Third-Party Neutral for her documented fees and expenses. Subject to Court approval, Class Counsel will be reimbursed from the Total Settlement Amount for amounts that Class Counsel pays to the Third-Party Neutral for her documented fees and expenses.

7.3 *Service Payments.* Subject to Court approval, the following Service Payments shall be paid from the Total Settlement Amount to the Class Representatives and Collective Action Representatives to compensate them for their dedicated service in pursuing the Class Claims on behalf of the Classes and Collectives and in bringing about this Settlement: (a) a Court-approved Service Payment of up to \$20,000 for Class Representative and Collective Action Representative Susan Orr, (b) a Court-approved Service Payment of up to \$15,000 each for Class Representatives and Collective Action Representatives Katerina Dodbiba and Jessicah McGaffie, (c) a Court-approved Service Payment of up to \$10,000 each for Class Representatives and Collective Action Representatives Melinda Konczal and Caroline Bucci, and (d) a Court-approved Service Payment of up to \$5,000 for each of the other Class Representatives and Collective Action Representatives. The Claims Administrator will pay Court-approved Service Payments to each Class Representative and Collective Action Representative within fourteen (14) days after the Total Settlement Amount is received by the Claims Administrator pursuant to Paragraph 5.3. For tax purposes, any Court-ordered Service Payments shall be treated as 1099 non-wage income. The Claims Administrator shall issue a Form 1099 reflecting the amount of any Court-ordered Service Payment to each recipient.

7.4 *Attorneys' Fees and Expenses.* Pursuant to Fed. R. Civ. P. 23(h), Class Counsel, in connection with seeking Court approval of the Settlement, shall apply for reasonable attorneys' fees and expenses incurred by Class Counsel, including fees and expenses in connection with overseeing the claims process and monitoring the Settlement Agreement. Defendants will not object to a motion for attorneys' fees by Class Counsel of up to \$2,800,000. In addition, Defendants will not object to a motion for expenses by Class Counsel. The Claims Administrator will pay to Class Counsel any attorneys' fees and expenses ordered by the Court (which shall be taken out of the Qualified Settlement Fund Account) within fourteen (14) days after the Total Settlement Amount is received

by the Claims Administrator pursuant to Paragraph 5.3. Prior to the payment of attorneys' fees and expenses, Class Counsel will provide the Claims Administrator with Tax Payer Identification Numbers for Class Counsel and executed Form W-9s. The Claims Administrator shall provide, or cause to be provided, Form 1099s to Class Counsel and to each Class Member for the payments made to Class Counsel. Each Class Member will be allocated a share of the total amount of attorneys' fees and expenses of Class Counsel on her Form 1099 that is in the same proportion as the share of the Class Monetary Awards Settlement Fund that she receives.

8. NOTICE, CLAIMS PROCESS, OBJECTIONS, EXCLUSIONS, AND SETTLEMENT HEARING

8.1 *Claims Administrator's Duties.* The Claims Administrator shall (1) mail the Notice of Class Action Settlement and Claim Forms to Class Members; (2) receive Claim Forms from Supplemental Claimants; (3) perform Base Payment and Supplemental Payment calculations; (4) seek additional information from Class Members or Class Counsel, when appropriate; (5) respond to questions from Proposed Class Members; (6) maintain a toll-free number for communicating with Proposed Class Members; (7) mail checks to Class Members and Class Counsel; (8) issue appropriate tax documentation to Class Members and Class Counsel; and (9) perform any other duties necessary to fulfill its responsibilities described in this Agreement.

8.2 *Notice and Claim Forms.*

(a) Within thirty (30) days after the Preliminary Approval Date, the Company shall provide to the Claims Administrator a list of all Class Members, including name, employee ID, employment dates, last known address, telephone number, each job title held during the Settlement Period and the number of Workweeks each job title was held during the Settlement Period, and the Class to which each job title corresponds. The Company will provide this information in a format reasonably acceptable to the Claims Administrator. The Company will provide the same list to Class Counsel, except that the Company will omit data on employee ID, last known address, telephone number and each job title held during the Settlement Period. The Claims Administrator will maintain this list in the strictest confidence and shall not disclose it to anyone else. Class Counsel shall use this list only for purposes of administering this Settlement. Class Counsel may provide corrections or updates to the Claims Administrator regarding any information contained in the list, and Class Counsel's corrections and updates shall be incorporated into the list. These lists must be destroyed by the Claims Administrator and Class Counsel within sixty (60) days after the completion of the entire claims process.

(b) No later than twenty (20) business days after the date that Defendant provides the list of all Proposed Class Members described in Paragraph 8.2(a), the Claims Administrator shall mail the Notice of Class Action Settlement, as approved by the Court, to Proposed Class Members, by United States first class mail, postage prepaid with a postmark date stamped on the envelope of the Notice. The Claims

Administrator shall mail a Claim Form to each Proposed Class Member within fifteen (15) days following the Effective Date.

(c) The Notice or an accompanying cover letter shall inform each Proposed Class Member as to the information that Defendants provided regarding each job title she held during the Settlement Period and the dates when each job title was held during the Settlement Period, and the Class to which each job title corresponds. If a Class Member disputes Defendants' information regarding her membership in a given Class or her dates of membership in such Class, the Class Member shall have thirty (30) calendar days after the date when Notice was mailed to submit to the Class Administrator a written challenge and any available supporting documentation showing that the information contained in Alcon's records should be corrected and that the corrected information should be used ("Written Challenge"). The Written Challenge must be mailed to the Claims Administrator and postmarked within thirty (30) calendar days after Notice was mailed by the Claims Administrator. The postmark date of the mailing envelope shall be the exclusive means used to determine whether the challenge has been timely submitted. The Claims Administrator shall provide Class Counsel with a copy of each challenge (redacting any information on employee ID, last known address, and telephone number) and shall incorporate any corrections into the list.

(d) The Parties intend to provide actual notice to each Proposed Class Member, to the extent practicable. In order to provide the best notice practicable, before mailing the Notice and Claim Form, the Claims Administrator will run the list of all Proposed Class Members through the United States Postal Service's National Change of Address database.

(e) If envelopes from the mailing of the Notice or Claim Form are returned with forwarding addresses, the Claims Administrator will re-mail the Notice or Claim Form to the new address within three (3) business days.

(f) In the event that a Notice of Class Action Settlement or Claim Form is returned to the Claims Administrator by the United States Postal Service because the address of the recipient is no longer valid, *i.e.*, the envelope is marked "Return to Sender," the Claims Administrator shall perform a standard skip trace, performing address searches using public and proprietary electronic resources which collect their data from various available sources, in an effort to attempt to ascertain the current address of the particular Proposed Class Member in question, and, if such an address is ascertained, the Claims Administrator will re-send the Notice or Claim Form within three (3) business days of receiving the newly ascertained address. With respect to envelopes marked "Return to Sender," the Claims Administrator may also call any identified last-known telephone numbers (and telephone numbers updated through public and proprietary databases) of Proposed Class Members to obtain their current addresses.

(g) The Claims Administrator shall provide to Class Counsel and Defendants' Counsel, at least ten (10) business days prior to the Final Approval Hearing, (a) a declaration of due diligence and proof of mailing with regard to the mailing of the

Notice of Class Action Settlement to Proposed Class Members and (b) a list of Proposed Class Members to whom notices were returned as undeliverable and for whom efforts to obtain an alternative address failed.

8.3 *Submission of Claim Forms.*

(a) Class Members who seek recovery of a Supplemental Payment must submit a timely and complete Claim Form. To be considered timely, the Claim Form must be mailed to the Claims Administrator and postmarked within sixty (60) days after the Effective Date. To be considered complete, all questions must be answered in a manner reasonably legible to the Claims Administrator and the Claim Form must be signed under penalty of perjury. Failure to file a timely Claim Form, for any reason whatsoever, shall bar the Proposed Class Member from receiving a Supplemental Payment. Upon receipt, the Claims Administrator shall photocopy all contents of each Claim Form, envelope, and documentation included therewith. The postmark date of the mailing envelope shall be the exclusive means used to determine whether a Claim Form has been timely submitted.

(b) In the Claim Form, each Class Member who seeks a Supplemental Payment must under penalty of perjury (without a notarized requirement): 1) state that she believes she was discriminated against on account of her gender in seeking a promotion or in her assignment to a job, compensation grade, or compensation band, 2) state the approximate date when she believes such discrimination first occurred ("Operative Date"), and 3) provide a brief written explanation as to the basis for her belief, including the basis for the Operative Date. Except as otherwise provided in this Paragraph 8.3, no submission beyond the Claim Form shall be required from the Supplemental Claimant.

(c) If a Claim Form is not complete, the Claims Administrator shall request additional information from the Supplemental Claimant (and shall notify Class Counsel of any incompleteness). Such requests for information may be in writing or by telephone but the Claims Administrator shall document all requests for additional information in writing for the file, including by specifying the information that was requested and the date of the request. Supplemental Claimants shall have fifteen (15) business days after the mailing is sent or the call is received to respond to any requests for any additional information. Any additional information provided shall be considered part of the original Claim Form and will relate back to the original filing date.

(d) Class Members who file Claim Forms must notify the Claims Administrator of any change of address. A failure to notify the Claims Administrator of a change of address may result in the forfeiture of any Supplemental Payment.

(e) The Claims Administrator shall be available through the toll-free line to respond to requests from Class Members for assistance in completing and filing Claim Forms. Class Counsel shall also be available to consult with and provide assistance to Class Members who request assistance in completing their Claim Forms.

(f) The Claims process shall be kept confidential and not disclosed. Claim Forms will be used only to administer the Settlement and will not be admissible in a court or other legal proceeding for any purpose. Defendants and Defendants' Counsel shall not have access to the names of Supplemental Claimants, any Supplemental Claimant's Claim Form, or any supplemental information submitted in connection with the Claim Form, and shall not be informed about any Class Member's submission of a Claim Form or receipt of any Supplemental Payment. Except as otherwise permitted herein, Class Counsel shall not have access to any Claimant's Claim Form or any supplemental information submitted in connection with the Claim Form unless the Claims Administrator or a Proposed Class Member requests assistance from Class Counsel.

(g) All final determinations of the Claims Administrator as to the value of the Supplemental Payment due to each Supplemental Claimant shall be binding and non-appealable. Except as otherwise provided for in this Agreement, the Claims Administrator shall keep its determinations confidential and shall not disclose the number and/or identity of the Supplemental Claimants or the value of their Supplemental Payments.

8.4 *Objections.*

(a) Proposed Class Member objections to this Settlement Agreement must be submitted in writing and must include a detailed description of the basis of the objection. The objection must be signed by the Proposed Class Member who is objecting, must contain the statements described in the Notice of Class Action Settlement, and must contain the Proposed Class Member's name, address, and telephone number. Objections must be filed with the Claims Administrator, with copies served on Class Counsel and Defendants' Counsel, within thirty (30) calendar days after the Notice is mailed by the Claims Administrator, so that it is actually postmarked within thirty (30) calendar days after Notice was mailed by the Claims Administrator. The postmark date of the mailing envelope shall be the exclusive means used to determine whether an objection has been timely submitted.

(b) Proposed Class Members who fail to timely serve objections in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement Agreement.

(c) No one may appear at the Settlement Hearing for the purpose of objecting to the Settlement Agreement without having timely served her objection(s) in writing in the manner specified above. Any lawyer representing a Proposed Class Member for the purpose of making objections must file a letter by the objection deadline with the Claims Administrator, with copies served on Class Counsel and Defendants' Counsel, providing notice of his or her representation of the Proposed Class Member. The postmark date of the mailing envelope shall be the exclusive means used to determine whether the notice of representation has been timely submitted.

(d) An objector may withdraw her objection at any time.

8.5 *Exclusions.*

(a) Proposed Class Members may exclude themselves, or opt-out, of this Settlement. Any Proposed Class Member who wants to opt-out may file a timely request for exclusion pursuant to the provisions described in the Notice of Class Action Settlement. Such written request for exclusion must contain the name, address, and telephone number of the person requesting exclusion. The opt-out must be personally signed by the Proposed Class Member who seeks to opt-out. No opt-out request may be made on behalf of a group of Proposed Class Members. The request for exclusion must contain the statements described in the Notice of Class Action Settlement, and must be sent by mail to the Claims Administrator so that it is actually postmarked within thirty (30) calendar days after Notice was mailed by the Claims Administrator. The postmark date of the mailing envelope shall be the exclusive means used to determine whether a request mailed for exclusion (opt-out) has been timely submitted. Any person who timely submits such a request for exclusion shall be barred from participation in the Settlement, shall receive no benefit from the Settlement, and shall not be deemed to have released Class Claims by virtue of the Settlement.

(b) The Claims Administrator shall each calendar week notify Class Counsel and Counsel for Defendants by email or overnight delivery of the number of individuals who have to that date submitted timely and complete requests for exclusion pursuant to the provisions described in the Notice of Class Action Settlement and this Agreement, and at the same time shall send to said Counsel by email or overnight delivery copies of all the timely and complete requests for exclusion which the Claims Administrator has received.

(c) Class Counsel shall file with the Court all timely opt-out statements. The Settlement Class will not include those individuals who file and serve a timely opt-out statement, and individuals who opt-out are not entitled to any monetary award under this Settlement Agreement and shall not be deemed to have released Class Claims by virtue of the Settlement.

8.6 *Final Approval Hearing.* A briefing schedule and Final Approval Hearing date will be set at the Court's convenience in the Preliminary Approval Order.

9. PROGRAMMATIC EFFORTS

9.1 Defendants represent and warrant that Alcon has taken the affirmative efforts to further diversity and inclusion summarized by Defendants in Exhibit A. Class Representatives, Collective Action Representatives, Class Members, and Class Counsel make no representations as to the accuracy or efficacy of the efforts summarized by Defendants in Exhibit A.

9.2 Following the execution of this Agreement, a group of Class Representatives and a group of senior representatives from Alcon shall meet in person to

have a good-faith discussion about programmatic reforms to further advance diversity and inclusion for women at Alcon.

10. RELEASES

10.1 Upon the Effective Date of this Settlement Agreement, all Class Representatives, Collective Action Representatives, and all Class Members (excluding those who timely opt-out of this Settlement), on behalf of themselves, their heirs, executors, administrators, predecessors, successors and assigns shall hereby release, remise, and forever discharge the Released Parties (as defined in Paragraph 10.2) from each and every Released Claim (as defined in Paragraph 10.3), and shall forever be barred and enjoined from initiating, continuing, filing or otherwise prosecuting any Released Claim against any of the Released Parties. Unless a Proposed Class Member timely opts-out of the Settlement pursuant to Paragraph 8.5, this release shall apply whether or not such individual has executed and delivered a Claim Form or otherwise actively participated in the Settlement.

10.2 “Released Parties” means Alcon Laboratories, Inc. and its parent, subsidiaries, and affiliated companies, including Alcon Research Limited, Novartis Corporation and Novartis International AG, and in the case of all such entities, their respective past and present owners, representatives, officers, directors, attorneys, agents, employees, privies, insurers, parents, subsidiaries, affiliates, predecessors, successors and assigns.

10.3 “Released Claims” or “Class Claims” means any and all past or present claims of gender-based employment discrimination in pay, promotion, and assignments while employed at Alcon during the Settlement Period arising out of the same transactions, series of connected transactions, occurrences, or nucleus of operative facts that form the basis of the claims asserted in the Civil Action (including in the original and any subsequently filed amended complaint). This includes claims of gender-based employment discrimination in pay, promotion, and assignments under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000e, *et seq.* (“Title VII”), the Equal Pay Act of 1963, 29 U.S.C. § 206(d) (the “Equal Pay Act”), and any other federal, state, or local statutes, common law, or regulation prohibiting gender-based employment discrimination in pay, promotion, and assignments. Class Members who do not cash their settlement checks or otherwise opt-in to a Collective shall be deemed to have released all Released Claims except for claims under the Equal Pay Act. For the avoidance of doubt, “Released Claims” specifically exclude any claims for sexual harassment, hostile work environment, retaliation, constructive discharge, wrongful termination, or any other discrimination in the terms and conditions of employment that any Class Member (including any Class Representative or Collective Action Representative) may have under Title VII and/or any other federal, state, or local statutes, common law, or regulations, except that it does not exclude claims of gender-based employment discrimination in pay, promotion or assignments as defined in this paragraph.

10.4 Every Class Member (excluding those who timely opt-out of this Settlement) shall be deemed to and shall have knowingly and voluntarily waived, released, discharged and dismissed the Released Claims, as applicable, with full knowledge of any and all rights she may have, and she hereby assumes the risk of any mistake of fact in connection with the true facts involved, or with regard to any facts which are now unknown to them.

10.5 The Parties and Class Members (excluding those who timely opt-out of this Settlement) acknowledge that the covenants and promises made by Defendants herein constitute adequate consideration in exchange for the Released Claims.

10.6 Nothing in this Settlement Agreement shall be construed to bar any claims of any Class Member (including any Class Representative or Collective Action Representative) based on or arising out of events, acts, or omissions occurring after the Settlement Period. Nor shall anything in this Settlement Agreement be construed to bar any claims of any Class Member (including any Class Representative or Collective Action Representative) based on or arising out of claims in any certified class action of which the individual is already a member either by virtue of opting-in under 29 U.S.C. § 216(b) or because the class is certified under Federal Rule of Civil Procedure 23(b)(2).

10.7 Each Class Member agrees not to institute or prosecute any lawsuit or proceedings against any of the Released Parties seeking damages or other relief on her behalf for any Released Claims in any federal, state, District of Columbia, local, or other court, administrative agency or other forum. Class Members agree that any such lawsuit, if filed, shall be dismissed with prejudice.

11. DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL

11.1 Within fifteen (15) business days after the execution of this Agreement, but no later than any deadline set by the Court, Class Counsel shall file an amended complaint in the Civil Action. The amended complaint shall, *inter alia*, include the minimum allegations reasonably necessary to achieve approval of this Agreement (and no salacious allegations or allegations naming specific individuals other than the named plaintiffs). The parties shall jointly approve the language in the amended complaint before it is filed (excluding any language pertaining to Elyse Dickerson's allegations and claims). For the avoidance of doubt, the terms, conditions, and restrictions of this Paragraph 11.1 do not apply to Elyse Dickerson's allegations and claims (which the parties have not yet resolved), except that Named Plaintiffs shall not circumvent the terms, conditions, and restrictions of this Paragraph 11.1 by taking salacious allegations from other sections of the draft amended complaint dated April 27, 2015, and adding them into Elyse Dickerson's section of the amended complaint. Class Counsel shall provide to Defendants' Counsel a copy of the complete, final draft amended complaint within five (5) business days after execution of this Agreement; if Defendants object to any language in the draft amended complaint pursuant to this Paragraph 11.1, Defendants' Counsel shall communicate Defendants' objections within five (5) business days after receipt of the draft amended complaint, but no later than December 21, 2015.

11.2 Defendants shall not contest the adequacy or sufficiency of the allegations pled in the amended complaint filed pursuant to Paragraph 11.1 by bringing a motion pursuant to Federal Rule of Civil Procedure 8(a) or 12(b)(6).

11.3 Promptly upon execution of this Agreement, but by no later than forty-five (45) days thereafter, Class Counsel shall apply to the Court for the entry of an order (the "Preliminary Approval Order"):

- (a) Preliminarily approving the Agreement;
- (b) Approving as to form and content the proposed Notice of Class Action Settlement;
- (c) Directing the mailing of the Notice by first class mail to the Proposed Class Members as provided herein;
- (d) Certifying the Classes and Collectives for settlement purposes only; and
- (e) Scheduling a Final Approval Hearing as soon as practicable on the question of whether the proposed settlement should be finally approved as fair, reasonable and adequate as to the members of the class.

11.4 In applying for the entry of the Preliminary Approval Order, Class Counsel and Defendants' Counsel will jointly submit to the Court for its approval this Settlement Agreement and attachments, and supporting papers, which shall describe the terms of this Settlement and will include proposed forms of all notices and other documents as attached hereto necessary to implement the Settlement Agreement.

11.5 Within ten (10) business days following the filing of this Agreement with the Court, Defendants shall serve upon the appropriate State Official in which any Proposed Class Member resides, as determined by Defendants' records, a notice of the proposed Settlement in compliance with the requirements of CAFA, 28 U.S.C. §1715.

12. DUTIES OF THE PARTIES FOLLOWING FINAL COURT APPROVAL

12.1 In connection with the Final Approval by the Court of the Agreement, Class Counsel and Defendants' Counsel will submit a proposed final order and judgment:

- (a) Granting final approval to the Agreement, adjudging the terms thereof to be fair, reasonable and adequate, and directing consummation of its terms and provisions;
- (b) Granting final certification of the Class and Collectives;
- (c) Dismissing the Civil Action with prejudice (excluding any claims brought by Elyse Dickerson) and permanently barring all Class Members from prosecuting any Released Claims against any Released Parties.

13. VOIDING OR WITHDRAWING FROM THIS AGREEMENT

13.1 If any part of this Agreement (except for amounts sought as attorneys' fees or as Service Payments to Class Representatives and Collective Action Representatives) is not approved by the Court for any reason, this Agreement shall be voidable at the election of any Party. In order to exercise this option, the voiding Party shall provide written notice of such Party's election within ten (10) business days after the issuance of a written order disapproving any aspect of this Agreement.

13.2 If a total of ten percent (10%) or more Proposed Class Members submit timely and complete requests for exclusion pursuant to the provisions described in the Notice of Class Action Settlement and the terms of this Agreement, Alcon shall have the absolute right in its sole discretion to withdraw from this Agreement. In order to exercise this option, Alcon shall provide written notice to Class Counsel of its election to withdraw within ten (10) business days after Defendants' Counsel is informed in writing (email sufficing) that the ten percent (10%) threshold has been reached. Instead of electing to withdraw directly, Alcon may choose to first attempt to negotiate a modification of the Settlement with Class Counsel; as long as Alcon's request to negotiate is made before the expiration of the ten (10) business day period described above, Alcon's right to withdraw from this Agreement will be extended until ten (10) business days after the parties have failed to reach an agreement on modifying this Agreement.

13.3 In the event this Agreement is voided, deemed void, or the Effective Date does not occur for any reason, Named Plaintiffs, Defendants, and their respective counsel shall keep strictly confidential the terms of the Agreement, the existence of the Agreement, any information concerning the Agreement, or any of the discussions and or negotiations regarding the Agreement.

13.4 In the event that this Agreement is voided, deemed void, or the Effective Date does not occur for whatever reason, Defendants hereby consent and agree to the filing of an additional amended complaint in the Civil Action (in addition to the filing of the amended complaint pursuant to Paragraph 11.1). For the avoidance of doubt, the terms, conditions, and restrictions of Paragraphs 11.1 and 11.2 shall not apply to the additional amended complaint filed in the Civil Action.

14. PARTIES' AUTHORITY

14.1 The signatories hereby represent that they are fully authorized to enter into this Agreement and to bind the Parties and the Proposed Class Members to the terms and conditions hereof.

14.2 All of the Parties acknowledge that through this Settlement Agreement and its attachments, they and the Proposed Class Members have been advised to consult an attorney regarding their participation in this Agreement, and the Parties acknowledge that they in fact have been represented by competent, experienced Counsel throughout all

negotiations that preceded the execution of this Agreement, and this Agreement is made with the consent and advice of Counsel who have jointly prepared this Agreement.

14.3 All of the Parties and Proposed Class Members acknowledge that they are participating voluntarily and knowingly in exchange for the consideration described herein. The Parties and Proposed Class Members further acknowledge that they were provided with a reasonable period of time within which to consider this Agreement.

15. NOTICES

15.1 Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third business day after mailing by United States registered or certified mail, return receipt requested, addressed as follows:

To the Class Representatives or to any Proposed Class Member:
SANFORD HEISLER KIMPEL, LLP
David Sanford, Esq.
1666 Connecticut Avenue, Suite 310
Washington, D.C. 20009

To Defendant Alcon Laboratories, Inc.:
KAYE SCHOLER LLP
Kerry A. Scanlon, Esq.
901 15th Street NW
Washington, DC 20005

To Defendant Novartis Corporation:
WHITE & CASE LLP
Heather McDevitt, Esq.
1155 Avenue of the Americas
New York, New York 10036

16. CONFIDENTIALITY

16.1 Except for (1) public filings pertaining to the approval, enforcement, or interpretation of this Agreement and any other disclosures required by any court, any applicable law, or any legal process (including subpoena), (2) disclosures made to Class Members' tax or financial advisors, (3) disclosures made to the Claims Administrator and the Third-Party Neutral, (4) confidential communications with spouses and immediate family members, (5) non-public disclosures made solely for the purpose of discussing this Agreement with Potential Class Members through the conclusion of the claims process detailed herein, and (6) Alcon's one-time internal communication informing its employees of this Agreement, Named Plaintiffs, Class Counsel, Defendants, and Defendants' Counsel shall maintain the confidentiality of the negotiations and mediation leading to this Agreement and any aspect or term of this Agreement. Subject to the six

(6) exceptions listed in the first sentence of this Paragraph 16.1, any questions about even the fact of this Agreement will be responded to by “no comment” or words to that effect. Class Counsel shall not mention this Agreement on its website or any other marketing materials, with the exception that during the claims period, Class Counsel’s website may include links to this Agreement (as submitted to the Court for preliminary approval), as well as the Notice of Class Action Settlement and the Claim Form, to allow interested Class Members to review them. These links will be removed the day after the deadline for filing claims pursuant to this Agreement.

16.2 For the avoidance of doubt, nothing in Paragraph 16.1 limits the rights of Class Counsel, Class Representatives, and Collective Action Representatives to have non-public discussions with the Proposed Class Members for purposes of implementing, administering, and enforcing the Settlement.

17. SEVERABILITY/WAIVER

17.1 If, after the Effective Date of the settlement, any provision of this Agreement shall be declared or determined by a court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms or provisions shall not be affected and shall continue in full force and effect to the extent permitted by law, and the illegal, invalid or unenforceable part, term or provision shall be deemed not to be part of the Agreement.

17.2 Neither one nor more waivers by either Party of a breach of, or default under, any of the provisions of this Agreement, nor one or more failures of either Party to enforce any of the provisions of this Agreement shall thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any provisions, rights, or privileges under the Agreement.

18. MODIFICATION

18.1 This Agreement and its attachments may not be terminated, changed, altered or modified, except as approved by the Court.

19. ENTIRE AGREEMENT

19.1 The Standstill Agreement dated May 11, 2015 and the Tolling Agreement that Defendants entered into with Elyse Dickerson dated April 29, 2015, remain in full force and effect, except as modified by this Agreement (including Paragraph 11.1). The foregoing agreements shall remain in full force and effect through the Effective Date of this Agreement or until fifteen (15) business days after the date when a Party properly voids or withdraws from this Agreement or until fifteen (15) business days after a court of competent jurisdiction declares this Agreement null and void.

19.2 The Named Plaintiffs have entered into a separate, confidential agreement that resolves their individual non-class claims. That agreement remains in full force and effect and is in no way superseded by this Class and Collective Settlement Agreement.

19.3 This Agreement supersedes the Memorandum of Understanding executed on October 30, 2015. The Memorandum of Understanding is no longer in effect as of the execution of this Agreement. The parties shall maintain the confidentiality of the Memorandum of Understanding subject to the terms and limitations of Paragraph 16.

19.4 Except for the agreements referenced in Paragraphs 19.1, which remain in full force and effect, this Class and Collective Settlement Agreement constitutes the entire agreement and understanding between the Parties concerning the Class Claims and supersedes any and all prior agreements and understandings, oral or written, relating to the Class Claims. No extrinsic oral or written representations or terms shall modify, vary or contradict the terms of this Agreement.

20. INTERPRETATION

20.1 No provision of this Agreement shall be construed against any party because that provision or any other provision was drafted by or at the direction of such party. All parties acknowledge that this Agreement has been drafted, prepared, negotiated and agreed to jointly, with advice of each party's respective counsel, and to the extent that any ambiguity should appear, now or at any time in the future, latent or apparent, such ambiguity shall not be resolved or construed against any of them. The parties may resolve questions of interpretation of this Agreement by mutual agreement.

20.2 In computing any period of time prescribed or allowed by this Settlement Agreement, unless otherwise stated, such computation or calculation shall be made consistent with Federal Rule of Civil Procedure 6(a).

21. CHOICE OF LAW AND JURISDICTION

21.1 This Agreement and the exhibits thereto shall be considered to have been negotiated, executed and delivered, and to be wholly performed, in the State of New York, and the rights and obligations of the Parties to this Agreement shall be subject to, governed by, construed, enforced, and administered in accordance with the laws of the State of New York, without giving effect to that State's choice-of-law principles.

21.2 The Court, and any appellate court from which appeals of the Court's decisions may properly be brought, shall retain jurisdiction of the implementation and enforcement of the terms of this Agreement, and all Parties hereto and their counsel shall submit to the exclusive jurisdiction of the Court for purposes of implementing and enforcing the Settlement embodied in this Agreement.

22. COUNTERPARTS AND SIGNATURES

22.1 This Agreement may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an

original, and, when taken together with other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all Parties.

22.2 Signatures that are electronic, scanned, faxed, photographed, photocopied, and/or emailed shall be considered as valid as an original written signature.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the date indicated below:

CLASS REPRESENTATIVES, COLLECTIVE ACTION REPRESENTATIVES AND
CLASS MEMBERS

By: David Sanford ^{100H} Date: 12/21/15
David Sanford, Esq.
Sanford Heisler Kimpel, LLP

ALCON LABORATORIES, INC.

By: Kerry Alan Scanlon Date: 12/21/15
Kerry Alan Scanlon, Esq.
Kaye Scholer LLP

By: Evan Chesler Date: 12/21/15
Evan Chesler, Esq.
Cravath, Swaine & Moore LLP

NOVARTIS CORPORATION

By: _____ Date: _____
Heather K. McDevitt, Esq.
White & Case LLP

original, and, when taken together with other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all Parties.

22.2 Signatures that are electronic, scanned, faxed, photographed, photocopied, and/or emailed shall be considered as valid as an original written signature.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the date indicated below:

CLASS REPRESENTATIVES, COLLECTIVE ACTION REPRESENTATIVES AND CLASS MEMBERS

By: _____ Date: _____
David Sanford, Esq.
Sanford Heisler Kimpel, LLP

ALCON LABORATORIES, INC.

By: _____ Date: _____
Kerry Alan Scanlon, Esq.
Kaye Scholer LLP

By: _____ Date: _____
Evan Chesler, Esq.
Cravath, Swaine & Moore LLP

NOVARTIS CORPORATION

By:  Date: 12/21/15
Heather K. McDewitt, Esq.
White & Case LLP

Exhibit A

Summary of Recent Diversity and Inclusion Initiatives at Alcon

Alcon has a deep commitment to diversity and inclusion (“D&I”). Alcon is also dedicated to nurturing and retaining leadership talent and realizes that its future success depends on fostering and supporting a strong and diverse talent pipeline. In particular, women have been recognized as an essential part of that successful future, and, as described below, Alcon has created and supported programs that ensure women understand their value to the company and learn ways to better develop their career and leadership contributions. Below is a summary of some of Alcon’s affirmative efforts to further diversity and inclusion within the company:

Women Innovating Now (WIN)

WIN comprises a group of associates at Alcon which is committed to the development and advancement of women, both within the company, and more generally in the healthcare and eye care industry. It currently has about 700 members, male and female, who are located throughout the country. Internally, WIN concentrates on a mentoring program, in which every new female employee is assigned a senior mentor. There are also cross-functional meetings focused on skill-building, career navigation, and networking. The group also sponsors events, panels and lunch-and-learns that include senior executives and ELT members. Externally, WIN endeavors to foster connections with women’s organizations, nonprofits and research centers in the eye and healthcare space. WIN also establishes connections with large industry conferences, and has been working towards increasing the percentage of women who do presentations at those conferences. The commercial division at Alcon recently started its own WIN chapter, WIN Commercial, which is geared towards field employees who may not have the same access to a regional home office.

Women’s Leadership Experience (WLX)

WLX1 was created for high-performing and high-potential female managers and directors. Its programs and content is designed to help women prepare for roles with greater scope and responsibility, particularly those in a science and technology-based industry. WLX1 includes a three-to-four-day program with a series of highly immersive workshops that are focused on self-development and the empowerment of women at Alcon. Various ELT members attend each program. The workshops are offered regionally to allow for a consistent, powerful development experience across the organization. The design of the workshops focuses on group settings with meaningful and relevant content that will have immediate, practical application. It also incorporates two individual assessments and three individual follow-up coaching sessions throughout the year. Participants have rated the WLX1 experience an average of 4.8 out of 5.

Based on the positive reception and feedback of WLX1, Alcon has since followed up the program with WLX2, which is focused on the development and retention of high-performing and high-potential female vice presidents and directors. Its goal is to help women accelerate their readiness for promotions and the assumption of greater responsibility in shaping and driving strategic change at Alcon. It includes a four-to-five-day, highly immersive workshop in Fort Worth, which, like WLX1, is interactive and application-oriented. In particular, the program ensures exposure to Alcon’s senior leadership in order to enhance each participant’s business

knowledge and perspective and to have them develop their internal network. Many executive-level employees of Alcon engage as sponsors for WLX2 programs as well. The workshop also incorporates three individual assessments and five individual follow-up coaching sessions during the rest of the year.

Global D&I Council

The Global D&I Council at Alcon was established in 2013. It currently has twelve members, representing all geographies and functions within Alcon, including four ELT members and the Head of D&I. The Council plans strategy and initiatives to further develop and cultivate D&I throughout Alcon. It meets monthly in order to review its commitments and assess progress, and make changes as needed to keep up momentum and to continue advancing inclusiveness in the workplace. It is also the arbiter for approving new employee resource groups. For example, recent programs developed or approved by the Council include the launch of worldwide sessions on unconscious bias in the workplace, as well as the “Diversity Drives Innovation” initiative, which calls for small teams of employees from various functions and with different skill sets and experience levels to come up with solutions to specific challenges.

Jonathan Beane, Head of D&I

Alcon hired a new Head of Global D&I, Jonathan Beane, in June 2015. Mr. Beane is very experienced in the field of D&I, having been the Executive Director of Corporate Social Responsibility and Diversity at Time Warner for eight years. Prior to joining Time Warner, Mr. Beane held several positions at Johnson Controls, including as worldwide director of strategic planning and as director for continuous improvement. He was also formerly an M&A and tax attorney. In his current role at Alcon, Mr. Beane plans and implements D&I strategies and initiatives for the entire company, worldwide.

Civil Treatment Course

Alcon also offers a Civil Treatment course to its managers which trains them on applicable employment laws. The course is an interactive experience that provides Alcon’s managers with additional skills and insights that have an effect on enhancing inclusion and professionalism within the workplace. Specifically, the course simulates realistic workplace scenarios and is designed to challenge and motivate employees to consider the impact of their own behavior on others, while also encouraging them to be vocal when issues arise. Some of the topics covered in the course include harassment, retaliation, abusive behavior, inappropriate banter, speaking up about workplace issues, and electronic communications and social media.

High Performing Leadership Exchange (HPLX)

HPLX is a program which is focused on developing and nurturing effective leadership at Alcon. Its curriculum is based on the Company’s Values and Behaviors, which are guidelines and benchmarks for achieving business objectives. For example, the program focuses on driving results, creative thinking, self-awareness and collaboration. There is also a D&I training component which focuses on cultural awareness. HPLX takes place over two days in Fort

Worth, Texas. The entire ELT already completed it this year, and there are plans to roll it out globally over the next two years to approximately 1,000 employees (mostly in GJFA levels 4 and up).

Recruiting and Hiring

The Company has taken proactive measures to increase the number of women and minorities in its workforce through its recruitment and hiring practices.