

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Jonathan Tai Dong v. Freenome Holdings, Inc.; Proclinical Staffing, Inc., Case No.: CGC-24-613979

*The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.*

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Defendant Freenome Holdings, Inc. (“Freenome”) and Defendant Proclinical Staffing, Inc. (“Proclinical”) (together, “Defendants”)¹ for alleged wage and hour violations. The Action was filed by a former Proclinical employee, Jonathan Tai Dong (“Plaintiff”), and seeks payment of (1) back wages and other relief for a class of all current and former non-exempt employees (the “Class Members”) who are/were employed by Proclinical, and placed to work at Freenome, in the State of California during the Class Period (*i.e.*, April 16, 2020, through May 31, 2025); and, (2) penalties under the California Labor Code Private Attorneys General Act (“PAGA”) for all current and former non-exempt employees (the “Aggrieved Employees”) who are/were employed by Proclinical, and placed to work at Freenome, in the State of California during the PAGA Period (*i.e.*, April 14, 2023, through May 31, 2025).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Proclinical to fund Individual Class Payments, and (2) a PAGA Settlement requiring Proclinical to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Proclinical’s records, and the Parties’ current assumptions, your Individual Class Payment is estimated to be \$<<MERGED_ClassAward>> (less withholding) and your individual share of the Individual PAGA Payment is estimated to be \$<<MERGED_PAGAAward>>. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Proclinical’s records you are not eligible for such a payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Proclinical’s records showing that you worked <<MERGED_ClassWW>> Workweeks during the Class Period, and you worked <<MERGED_PAGAPP>> Pay Periods during the PAGA Period. If you believe that you worked more workweeks or pay periods during either of the respective periods, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Proclinical to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendants during the Class Period and/or the PAGA Period, you have two options under the Settlement:

- (1) **Do Nothing.** You don’t have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendants.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendants. You cannot opt out of the PAGA Settlement, and will receive your Individual PAGA Payment regardless.

Defendants will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don’t Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendants that are covered by this Settlement (Released Claims).
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¹ All key terms herein are further defined in the Parties’ CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

<p>You Can Opt-out of the Class Settlement but not the PAGA Settlement</p> <p>The Opt-out Deadline is</p> <p>April 20, 2026</p>	<p>If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.</p> <p>You cannot opt-out of the PAGA portion of the proposed Settlement. Proclinical must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released PAGA Claims (defined below).</p>
<p>Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement</p> <p>Written Objections Must be Submitted by</p> <p>April 20, 2026</p>	<p>All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement except with respect to the PAGA Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.</p>
<p>You Can Participate in the June 12, 2026, Final Approval Hearing</p>	<p>The Court's Final Approval Hearing is scheduled to take place on June 12, 2026. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing, and you do not need to provide any advance notice of your attendance at the Final Approval Hearing. See Section 8 of this Notice.</p>
<p>You Can Challenge the Calculation of Your Workweeks/Pay Periods</p> <p>Written Challenges Must be Submitted by</p> <p>April 20, 2026</p>	<p>The amount of your Individual Class Payment and Individual PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period, and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Pay Periods you worked according to Proclinical's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by April 20, 2026. See Section 4 of this Notice.</p>

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Proclinical who was assigned to work at Freenome. The Action accuses Defendants of violating California labor laws by failing to (1) to pay minimum and straight time wages; (2) to pay overtime wages; (3) to provide meal periods; (4) to authorize and permit rest periods; (5) to reimburse necessary business expenses; (6) to timely pay all wages to terminated employees; (7) to furnish accurate itemized wage statements; and by (8) violating California Business and Professions Code section 17200 *et seq.* Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, *et seq.*) ("PAGA Claims"). Plaintiff is represented by attorneys in the Action: Moon Law Group, PC ("Class Counsel.")

Defendants deny all liability arising from the Action and are confident they have strong legal and factual defenses to Plaintiff's claims. Defendants contend that, at all relevant times, Defendants properly compensated all employees and fully complied with all applicable laws. Defendants also deny that the Action is appropriate to maintain as a class or representative action.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendants or Plaintiff are correct on the merits. In the meantime, Plaintiff and Defendants hired an experienced, neutral mediator, to help resolve the Action by negotiating and to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. Following the mediation, the Parties continued settlement negotiations, which eventually resulted in the Parties' agreement to settle this matter. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendants have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Proclinical will pay \$100,000.00 as the Gross Settlement Amount (GSA). Proclinical has agreed to deposit the GSA into an account controlled by the Administrator of the Settlement. The Administrator will use the GSA to pay the Individual Class Payments, Individual PAGA Payments, the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the Administration Expenses Payment, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Proclinical has agreed to fully fund the Gross Settlement Amount within 14 court days of the Effective Date. Within 7 calendar days of Proclinical’s full funding of the GSA, the Administrator will mail all requisite payments to Class Members, Aggrieved Employees, Plaintiff, the LWDA, Class Counsel, and the Administrator.

2. Court Approved Deductions from GSA. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the GSA, the amounts of which will be decided by the Court at the Final Approval Hearing:

A. Up to \$33,330.00 (33.33% of the GSA) to Class Counsel for attorneys’ fees and up to \$21,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

B. Up to \$5,000.00 for the Class Representative Enhancement Payment for filing the Action, working with Class Counsel and representing the Class.

C. Up to \$5,950.00 to the Administrator for services administering the Settlement.

D. \$7,500.00 for PAGA Penalties, allocated 75% to the LWDA (\$5,625.00) and 25% to Individual PAGA Payments (\$1,875.00) to the Aggrieved Employees based on their PAGA Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the GSA (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Workweeks worked.

4. Taxes Owed on Payments to Class Members. Plaintiff and Defendants are asking the Court to approve an allocation of 15% of each Individual Class Payment to taxable wages (“Wage Portion”) and 85% to interest and penalties (“Non-Wage Portion). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Proclinical will separately pay employer payroll taxes it owes on the Wage portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report any Individual PAGA Payments and the Non-Wage Portions of the Individual Class Settlement Payments on IRS 1099 Forms.

Although Plaintiff and Defendants have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be sent to the California Controller’s Unclaimed Property Fund in your name.

6. Requests for Exclusion from the Class Settlement (Opt-Out Request). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than April 20, 2026, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the April 20, 2026, Response Deadline. The Request for Exclusion should be a signed letter from a Class Member or his or her authorized representative setting forth a Class Member’s name, present address and email address or telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (*i.e.*, Non-Participating Class Members) will not receive Individual Class Payments but will preserve their rights to personally pursue wage and hour claims against Defendants.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class (Non-Participating Class Members) remain eligible for an Individual PAGA Payment and are required to give up their right to assert PAGA Claims against Defendants based on the alleged PAGA violations in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendants have agreed that, in either case, the Settlement will be void: Proclinical will not pay any money and Class Members will not release any claims against Defendants.

8. Administrator. The Court has appointed a neutral company, ILYM, Inc. (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member challenges over Workweeks and/or Pay Periods, mail and re-mail settlement checks and tax forms, and perform other tasks to administer the Settlement. The Administrator’s contact information is in Section 9 below.

9. Participating Class Members’ Release. Effective on the date when Defendants fully fund the entire Gross Settlement Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, and the Court enters a Judgment on its order granting final approval of the Settlement, Plaintiff, Class Members, and Class Counsel will release claims against Released Parties as follows:

The Participating Class Members will be bound by the following release:

All Participating Class Members, including Plaintiff, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from any and all claims, rights, demands, liabilities, and causes of action that were alleged in the Operative Complaint, and/or which reasonably relate to or which reasonably arise out of the same set of operative facts pled therein during the Class Period. This includes any claims premised on the following alleged violations of the Labor Code Sections: 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 558, 1021.5, 1174(d), 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, and 2802 (the “Released Class Claims”).

The Aggrieved Employees’ Release is as follows:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors and assigns, the Released Parties from all claims for PAGA Penalties that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Operative Complaint that are alleged to have occurred during the PAGA Period and the PAGA Notice, including claims for PAGA penalties based on alleged violations of Labor Code Sections: 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 227.3, 510, 512, 558, 1021.5, 1174(d), 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, and 2802 (the “Released PAGA Claims”).

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$1,875.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee.

3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Proclinical’s records, are stated in the first page of this Notice. You have until April 20, 2026, to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator’s contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Proclinical’s calculation of Workweeks and/or Pay Periods based on Proclinical’s records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Class Members) and Defendants’ Counsel.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., Class Members who don’t opt-out) and all Class Members who also qualify as Aggrieved Employees. The single check will combine the Individual Class Settlement Payment and the Individual PAGA Payment.

2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single individual share of the PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member who is eligible as an Aggrieved Employee).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator’s contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, address and email address or telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request and identify the Action as *Jonathan Tai Dong v. Freenome Holdings, Inc.; Proclinical Staffing, Inc.*, and include your identifying information (full name, address, telephone number) and approximate dates of employment. You must make the request yourself or through an authorized representative. The Administrator must be sent your request to be excluded by April 20, 2026, or it will be invalid. Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendants are asking the Court to approve. At least 16 court days before the June 12, 2026, Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and a request for awards of fees, litigation expenses and a service payment to Plaintiff stating (i) the amount Class Counsel is requesting for the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment; and (ii) the amount Plaintiff is requesting as a Class Representative Enhancement Payment. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and for awards of fees, litigation expenses and a service payment to Plaintiff may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. The deadline for sending written objections to the Administrator is April 20, 2026. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action and include your name, address and email address or telephone number, and approximate dates of employment for Defendants and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally hire a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on June 12, 2026, at 9:00 a.m. in Department 613 of the San Francisco Superior Court, located at 400 McAllister St., San Francisco, California 94102. You can attend the Hearing in person or by using the Court's virtual appearance platform. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the GSA will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend), and **you do not need to provide any advance notice of your attendance at the Final Approval Hearing.**

It's possible the Court will reschedule the Final Approval Hearing. You should contact Class Counsel to verify the date and time of the Final Approval Hearing if you are planning to attend the hearing or have your own lawyer attend.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendants and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Administrator's website at <https://ilymgroup.com/FreenomeHoldings>. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below. In addition, you may review the case documents and information in person at the San Francisco Superior Court or online through the Court's website.

To view the case docket in person, visit the Civic Center Courthouse located at 400 McAllister St., San Francisco, CA 94102. Navigate to Room 103 (usually between 8:30 a.m. – 4:00 p.m., closed 12:00 p.m. – 1:00 p.m.), and use the public access terminals to search and view records for free, with a fee for printing copies. You will need the case number or parties' names, which appear at the top of the first page of this Notice, as well as a valid, government-issued identification card to deposit with the clerk in order to view case files.

You can also access case information and documents on the Court's website by navigating to <https://sf.courts.ca.gov/>. From there, select the "Online Services" tab, choose "Case Information," scroll to "Civil Case Query," and click "Access Now." You will be prompted to enter the case number, **CGC-24-613979**. After selecting "Search," you will be directed to the Register of Actions page, where you may view all documents filed in the case by selecting the corresponding "View" button. **Accessing and downloading case documents through the Court's website is completely free.**

DO NOT TELEPHONE, EMAIL, OR SEND MAIL TO THE JUDGE, CLERK OF COURT, OR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

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Email: claims@ilymgroup.com

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or change your mailing address.

12. WHAT IS A PAGA PENALTY?

The Net Settlement is money paid to settle claims for Participating Class Members. But the PAGA claim is different. PAGA penalties were originally penalties that only the State of California could collect through an enforcement action brought by the State against an employer. In 2004, the State enacted PAGA, a law that allows employees to try to recover those penalties for the State. Under PAGA, the State agrees to share 25% of its penalties with the affected employees (here, the Aggrieved Employees). The PAGA settlement proposed as part of this Settlement is a settlement of the State's PAGA claim.