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9  
 10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
 11 **FOR THE COUNTY OF SAN FRANCISCO**

12  
 13 JONATHAN TAI DONG, individually, and on  
 behalf of all others similarly situated,

14 *Plaintiff,*

15  
 16 vs.

17 FREENOME HOLDINGS, INC.;  
 18 PROCLINICAL STAFFING, INC.; and DOES  
 1 through 10, inclusive,

19 *Defendants.*

Case No.: CGC-24-613979

[Assigned to the Honorable Jeffrey S. Ross in  
 Department 613]

**AMENDED CLASS ACTION AND PAGA  
 SETTLEMENT AGREEMENT**

Action Filed: April 16, 2024  
 FAC Filed: August 19, 2024  
 Trial Date: Not Set

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1                                   **AMENDED CLASS ACTION AND PAGA SETTLEMENT AGREEMENT**

2                   This Amended Class Action and PAGA Settlement Agreement (“Settlement Agreement” or  
3 “Agreement”) is made by and between Plaintiff JONATHAN TAI DONG (“Plaintiff”), individually and in  
4 his capacity as representatives of the State of California on behalf of other alleged class members and  
5 aggrieved employees, and Defendant FREENOME HOLDINGS, INC. (“Freenome”) and Defendant  
6 PROCLINICAL STAFFING, INC. (“Proclincal”) (together, the “Defendants”) (Plaintiff and Defendants,  
7 collectively, the “Parties”).

8       **1.       DEFINITIONS.**

9                   1.1.       “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendants  
10                                   captioned *Jonathan Tai Dong v. Freenome Holdings, Inc., and Proclincal Staffing, Inc.*,  
11                                   Case No.: CGC-24-613979, initiated on April 16, 2024 and pending in the Superior Court  
12                                   of the State of California, County of San Francisco.

13                   1.2.       “Administrator” means ILYM, Inc., the neutral entity the Parties have agreed to appoint to  
14                                   administer the Settlement.

15                   1.3.       “Administration Expenses Payment” means the amount the Administrator will be paid from  
16                                   the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance  
17                                   with the Administrator’s “not to exceed” bid submitted to the Court in connection with  
18                                   Preliminary Approval of the Settlement.

19                   1.4.       “Aggrieved Employee” means all current and former non-exempt employees who are/were  
20                                   employed by Proclincal, and placed to work at Freenome, a third-party client of Proclincal,  
21                                   in the State of California from April 14, 2023 through May 31, 2025.

22                   1.5.       “Class” means all current and former non-exempt employees who are/were employed by  
23                                   Proclincal, and placed to work at Freenome, in the State of California from April 16, 2020  
24                                   through May 31, 2025.

25                   1.6.       “Class Counsel” means Moon Law Group, PC.

26                   1.7.       “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the  
27                                   amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and  
28                                   expenses, respectively, incurred to prosecute the Action.

- 1 1.8. “Class Data” means Class Member identifying information in Proclinical Staffing, Inc.’s  
2 possession including the Class Member’s name, last-known mailing address, Social Security  
3 number, and number of Class Period Workweeks and PAGA Pay Periods.
- 4 1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as either a  
5 Participating Class Member or Non-Participating Class Member (including a Non-  
6 Participating Class Member who qualifies as an Aggrieved Employee).
- 7 1.10. “Class Member Address Search” means the Administrator’s investigation and search for  
8 current Class Member mailing addresses using all reasonably available sources, methods  
9 and means including, but not limited to, the National Change of Address (“NCOA”)  
10 database, skip traces, and direct contact by the Administrator with Class Members.
- 11 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION  
12 SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed  
13 to Class Members in English in the form, without material variation unless otherwise agreed  
14 by the Parties, attached as **Exhibit A** and incorporated by reference into this Agreement.  
15 The Parties, through counsel, may agree to modifications to the Class Notice required to  
16 correct errors or effectuate changes required by the Court without the need to amend this  
17 Agreement, and the revised Class Notice shall be incorporated herein in place of the original  
18 **Exhibit A**.
- 19 1.12. “Class Period” means the period from April 16, 2020, through May 31, 2025.
- 20 1.13. “Class Representative” means the named Plaintiff in the Operative Complaint in the Action  
21 seeking Court approval to serve as a Class Representative.
- 22 1.14. “Class Representative Enhancement Payment” means the payment to the Class  
23 Representative for initiating the Action and providing services in support of the Action.
- 24 1.15. “Court” means the Superior Court of California, County of San Francisco.
- 25 1.16. “Defendants” means named Defendants Freenome Holdings, Inc. (“Freenome”), and  
26 Proclinical Staffing, Inc. (“Proclinical”).
- 27 1.17. “Defense Counsel” means Sheppard, Mullin, Richter & Hampton, LLP (for Defendant  
28 Freenome), and Littler Mendelson, P.C. (for Defendant Proclinical).

- 1 1.18. “Effective Date” means (a) the day after the last date to appeal final approval and judgment  
2 by the Court and no appeal is filed; or (b) if an appeal is filed, review or writ is sought from  
3 the Judgment, the day after the Judgment is affirmed or the appeal, review or writ is  
4 dismissed or denied, and the Judgment is no longer subject to further judicial review.
- 5 1.19. “Final Approval” means the Court’s order granting final approval of the Settlement.
- 6 1.20. “Final Approval Hearing” means the Court’s hearing on the motion for final approval of the  
7 Settlement.
- 8 1.21. “Gross Settlement Amount” means \$100,000.00 which is the total amount Proclinical agrees  
9 to pay under the Settlement except as provided in Paragraph 3.1 and 8 below. The Gross  
10 Settlement Amount will be used to pay Individual Class Payments, Individual PAGA  
11 Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel  
12 Litigation Expenses Payment, Class Representative Enhancement Payment and the  
13 Administration Expenses Payment.
- 14 1.22. “Individual Class Payment” means the Participating Class Member’s pro rata share of the  
15 Net Settlement Amount calculated according to the number of Workweeks worked during  
16 the Class Period.
- 17 1.23. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the  
18 PAGA Penalties calculated according to the number of PAGA Pay Periods worked during  
19 the PAGA Period.
- 20 1.24. “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 21 1.25. “LWDA” means the California Labor and Workforce Development Agency, the agency  
22 entitled under Labor Code § 2699(i).
- 23 1.26. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under  
24 Labor Code § 2699(i).
- 25 1.27. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments  
26 in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA  
27 Payment, Class Representative Enhancement Payment, Class Counsel Fees Payment, Class  
28 Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The

- 1 remainder is to be paid to Participating Class Members as Individual Class Payments.
- 2 1.28. “Non-Participating Class Member” means any Class Member who opts out of the Class  
3 portion of the Settlement by sending the Administrator a valid and timely Request for  
4 Exclusion.
- 5 1.29. “Operative Complaint” means the Plaintiff’s Second Amended Complaint filed in the  
6 Action.
- 7 1.30. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked  
8 for Proclinical for at least one day during the PAGA Period.
- 9 1.31. “PAGA Period” means the period from April 14, 2023 through May 31, 2025.
- 10 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).
- 11 1.33. “PAGA Notice” means Plaintiff’s April 14, 2024 letter to Defendants and the LWDA  
12 providing notice pursuant to Labor Code § 2699.3(a).
- 13 1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross  
14 Settlement Amount, allocated 25% to the Aggrieved Employees (\$1,875.00) and the 75% to  
15 LWDA (\$5,625.00) in settlement of PAGA claims.
- 16 1.35. “Participating Class Member” means a Class Member who does not submit a valid and  
17 timely Request for Exclusion from the Class portion of the Settlement.
- 18 1.36. “Plaintiff” means Jonathan Tai Dong, the named plaintiff in the Action.
- 19 1.37. “Preliminary Approval” means the Court’s order granting preliminary approval of the Class  
20 portion of the Settlement.
- 21 1.38. “Preliminary Approval Order” means the proposed order granting preliminary approval of  
22 the Class portion of the Settlement.
- 23 1.39. “Released Class Claims” means the claims being released as described in Paragraph 5.2  
24 below.
- 25 1.40. “Released PAGA Claims” means the claims being released as described in Paragraph 5.3  
26 below.
- 27 1.41. “Released Parties” means: Defendants Proclinical and Freenome, any of its or their past,  
28 present, and future direct or indirect parents, subsidiaries, affiliates or related entities,

1 holding companies, affiliated companies, partnerships, limited liability companies, as well  
2 as each of its or their past, present, and future officers, directors, employees, partners,  
3 members, managers, trustees, agents, attorneys, and insurers, in their representative and  
4 individual capacities, whether under Labor Code sections 558, 558.1 or otherwise, during  
5 the Class Period.

6 1.42. "Request for Exclusion" means a Class Member's submission of a written request to be  
7 excluded from the Class Settlement signed by the Class Member.

8 1.43. "Response Deadline" means sixty (60) days after the Administrator mails Notice to Class  
9 Members and Aggrieved Employees, and shall be the last date on which Class Members  
10 may: (a) fax, email, or mail Requests for Exclusion from the Class portion of the Settlement,  
11 or (b) fax, email, or mail his or her Objection to the Settlement. The Response Deadline for  
12 Class Members to whom Notice Packets are resent after having been returned undeliverable  
13 to the Administrator shall be extended by fourteen (14) calendar days beyond the original  
14 Response Deadline.

15 1.44. "Settlement" means the disposition of the Action effected by this Agreement and the  
16 Judgment.

17 1.45. "Workweek" means any week during which a Class Member worked for Proclinical at least  
18 one day, during the Class Period.

19 **2. RECITALS.**

20 2.1. On April 16, 2024, Plaintiff commenced this Action by filing a Complaint alleging causes  
21 of action against Defendants for (1) Failure to Pay Minimum Wages (Cal. Lab. Code §§  
22 204,1194, 1194.2, and 1197); (2) Failure to Pay Overtime Compensation (Cal. Lab. Code  
23 §§ 1194 and 1198); (3) Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7, 512); (4)  
24 Failure to Authorize and Permit Rest Breaks (Cal. Lab. Code §§ 226.7); (5) Failure to  
25 Indemnify Necessary Business Expenses (Cal. Lab. Code §2802); (6) Failure to Timely Pay  
26 Final Wages at Termination (Cal. Lab. Code §§ 201-204, 210); (7) Failure to Provide  
27 Accurate Itemized Wage Statements (Cal. Lab. Code § 226); and (8) Unfair Business  
28 Practices (Cal. Bus. & Prof. Code § 17200, *et seq.*). On August 19, 2024, Plaintiff filed a

1 First Amended Complaint against Defendants adding a cause of action for civil penalties  
2 under Private Attorney General Act (“PAGA”). Plaintiff intends to file a Second Amended  
3 Complaint, limiting the Class and Aggrieved Employees to only Proclinical non-exempt  
4 employees who were placed at Freenome and adding additional facts and allegations in  
5 support of his claims, which will become the Operative Complaint. Defendants deny the  
6 allegations in the Operative Complaint, denies any failure to comply with the laws identified  
7 in the Operative Complaint and denies any and all liability for the causes of action alleged.

8 2.2. Pursuant to Labor Code § 2699.3(a), Plaintiff gave timely written notice to Defendants and  
9 the LWDA by sending the PAGA Notice.

10 2.3. On January 30, 2025, Plaintiff and Proclinical participated in an all-day mediation presided  
11 over by experienced wage and hour mediator, Kelly Knight, Esq., which, after further  
12 settlement negotiations, ultimately led to this Agreement to settle the Action.

13 2.4. Prior to mediation, Plaintiff obtained, through informal discovery, electronic time and pay  
14 records, policy documents, and data about the class. Plaintiff’s investigation was sufficient  
15 to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.*, 48 Cal.  
16 App. 4th 1794, 1801 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal. App. 4th 116,  
17 129-130 (2008) (“*Dunk/Kullar*”).

18 2.5. The Court has not granted class certification.

19 2.6. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any  
20 other pending matter or action asserting claims that will be extinguished or affected by the  
21 Settlement.

22 **3. MONETARY TERMS.**

23 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Proclinical  
24 promises to pay \$100,000.00 and no more as the Gross Settlement Amount and to separately  
25 pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class  
26 Payments. Proclinical has no obligation to pay the Gross Settlement Amount or any payroll  
27 taxes prior to the deadline stated in Paragraph 4.3 of this Agreement. Freenome has no  
28 obligation to pay any portion of the Gross Settlement Amount or employer taxes in

1 connection with this Agreement. The Administrator will disburse the entire Gross  
 2 Settlement Amount without asking or requiring Participating Class Members or Aggrieved  
 3 Employees to submit any claim as a condition of payment. None of the Gross Settlement  
 4 Amount will revert to Proclinical.

5 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the  
 6 following payments from the Gross Settlement Amount, in the amounts specified by the  
 7 Court in the Final Approval:

8 3.2.1. To Plaintiff: Class Representative Enhancement Payment to the Class  
 9 Representative of not more than \$5,000.00 (in addition to any Individual Class  
 10 Payment and any Individual PAGA Payment the Class Representative is entitled to  
 11 receive as a Participating Class Member). Defendants will not oppose Plaintiff's  
 12 request for a Class Representative Enhancement Payment that does not exceed this  
 13 amount. As part of the motion for Class Counsel Fees Payment and Class Litigation  
 14 Expenses Payment, Plaintiff will seek Court approval for any Class Representative  
 15 Enhancement Payments no later than 16 court days prior to the Final Approval  
 16 Hearing. If the Court approves a Class Representative Enhancement Payment less  
 17 than the amount requested, the Administrator will retain the remainder in the Net  
 18 Settlement Amount. The Administrator will pay the Class Representative Service  
 19 Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for  
 20 employee taxes owed on the Class Representative Enhancement Payment.

21 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 33.33%, which  
 22 is currently estimated to be \$33,330.00 and a Class Counsel Litigation Expenses  
 23 Payment of not more than \$21,000.00. Defendants will not oppose requests for these  
 24 payments provided that they do not exceed these amounts. Plaintiff and/or Class  
 25 Counsel will file a motion for Class Counsel Fees Payment and Class Litigation  
 26 Expenses Payment no later than 16 court days prior to the Final Approval Hearing.  
 27 If the Court approves a Class Counsel Fees Payment and/or a Class Counsel  
 28 Litigation Expenses Payment less than the amounts requested, the Administrator will

1 allocate the remainder to the Net Settlement Amount. Released Parties shall have  
 2 no liability to Class Counsel or any other Plaintiff’s Counsel arising from any claim  
 3 to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation  
 4 Expenses Payment. The Administrator will pay the Class Counsel Fees Payment  
 5 and Class Counsel Litigation Expenses Payment using one or more IRS 1099 Forms.  
 6 Class Counsel assumes full responsibility and liability for taxes owed on the Class  
 7 Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and  
 8 holds Defendants harmless, and indemnifies Defendants, from any dispute or  
 9 controversy regarding any division or sharing of any of these Payments.

10 3.2.3. To the Administrator: An Administration Expenses Payment not to exceed  
 11 \$5,950.00 except for a showing of good cause and as approved by the Court. To the  
 12 extent the Administration expenses are less, or the Court approves payment less than  
 13 \$5,950.00, the Administrator will retain the remainder in the Net Settlement  
 14 Amount.

15 3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by  
 16 (a) dividing the Net Settlement Amount by the total number of Workweeks worked  
 17 by all Participating Class Members during the Class Period and (b) multiplying the  
 18 result by each Participating Class Member’s Workweeks.

19 3.2.4.1. Tax Allocation of Individual Class Payments. 15% of each Participating  
 20 Class Member’s Individual Class Payment will be allocated to settlement of  
 21 wage claims (the “Wage Portion”). The Wage Portions are subject to tax  
 22 withholding and will be reported on an IRS W-2 Form. The 85% of each  
 23 Participating Class Member’s Individual Class Payment will be allocated to  
 24 settlement of claims for interest and penalties (the “Non-Wage Portion”).  
 25 The Non-Wage Portions are not subject to wage withholdings and will be  
 26 reported on IRS 1099 Forms. Participating Class Members assume full  
 27 responsibility and liability for any employee taxes owed on their Individual  
 28 Class Payment.

1 3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual  
2 Class Payments. Non-Participating Class Members will not receive any  
3 Individual Class Payments. The Workweeks of Non-Participating Class  
4 Members are not included in the calculation of payments to Participating  
5 Class Members and therefor have no effect on the calculation of Individual  
6 Class Payments paid from the Net Settlement Amount.

7 3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of  
8 \$7,500.00 to be paid from the Gross Settlement Amount, with 75% (\$5,625.00)  
9 allocated to the LWDA PAGA Payment and 25% (\$1,875.00) allocated to the  
10 Individual PAGA Payments.

11 3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a)  
12 dividing the amount of the Aggrieved Employees' 25% share of PAGA  
13 Penalties (\$1,875.00) by the total number of PAGA Pay Periods worked by  
14 all Aggrieved Employees during the PAGA Period and (b) multiplying the  
15 result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved  
16 Employees assume full responsibility and liability for any taxes owed on  
17 their Individual PAGA Payment.

18 3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the  
19 Administrator will allocate the remainder to the Net Settlement Amount. The  
20 Administrator will report the Individual PAGA Payments on IRS 1099-  
21 MISC Forms.

22 **4. SETTLEMENT FUNDING AND PAYMENTS.**

23 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records  
24 to date, Proclinical estimates there are 59 Class Members who collectively worked a total  
25 of 2,253 Workweeks during the Class Period, and approximately 57 Aggrieved Employees  
26 who worked a total of 1,221 PAGA Pay Periods during the PAGA Period.

27 4.2. Class Data. Not later than 21 days after the Court grants Preliminary Approval of the  
28 Settlement, Defendant Proclinical will deliver the Class Data to the Administrator, in the

1 form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the  
2 Administrator must maintain the Class Data in confidence, use the Class Data only for  
3 purposes of this Settlement and for no other purpose, and restrict access to the Class Data to  
4 Administrator employees who need access to the Class Data to effect and perform under this  
5 Agreement. Proclinical has a continuing duty to immediately notify Class Counsel if it  
6 discovers that the Class Data omitted class member identifying information and to provide  
7 corrected or updated Class Data as soon as reasonably feasible. Without any extension of  
8 the deadline by which Proclinical must send the Class Data to the Administrator, the  
9 Plaintiff, Proclinical, and their counsel will expeditiously use best efforts, in good faith, to  
10 reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

11 4.3. Funding of Gross Settlement Amount. Defendant Proclinical shall deposit into a Qualified  
12 Settlement Fund established by the Settlement Administrator the Gross Settlement Amount  
13 and the employer's share of payroll taxes, within fourteen (14) court days of the Effective  
14 Date of the Settlement.

15 4.4. Payments from the Gross Settlement Amount. Within seven (7) calendar days of the  
16 Defendants' funding of the Gross Settlement Amount, the Administrator will mail checks  
17 for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA  
18 Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class  
19 Counsel Litigation Expenses Payment, and the Class Representative Enhancement Payment.  
20 Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses  
21 Payment and the Class Representative Service Payment shall not precede disbursement of  
22 Individual Class Payments and Individual PAGA Payments.

23 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or  
24 Individual PAGA Payments and send them to the Class Members via First Class  
25 U.S. Mail, postage prepaid. The face of each check shall prominently state the date  
26 (not less than 180 days after the date of mailing) when the check will be voided. The  
27 Administrator will cancel all checks not cashed by the void date. The Administrator  
28 will send checks for Individual Settlement Payments to all Participating Class

1 Members (including those for whom Class Notice was returned undelivered). The  
2 Administrator will send checks for Individual PAGA Payments to all Aggrieved  
3 Employees including Non-Participating Class Members who qualify as Aggrieved  
4 Employees (including those for whom Class Notice was returned undelivered). The  
5 Administrator may send Participating Class Members a single check combining the  
6 Individual Class Payment and the Individual PAGA Payment. Before mailing any  
7 checks, the Settlement Administrator must update the recipients' mailing addresses  
8 using the NCOA database.

9 4.4.2. Administration of Taxes by the Settlement Administrator. The Settlement  
10 Administrator will be responsible for issuing to Plaintiff, Participating Class  
11 Members, and Class Counsel any W-2, 1099, or other tax forms as may be required  
12 by law for all amounts paid pursuant to this Settlement. The Settlement  
13 Administrator will also be responsible for forwarding all payroll taxes and penalties  
14 to the appropriate government authorities.

15 4.4.3. Tax Liability. Defendants make no representation as to the tax treatment or legal  
16 effect of the payments called for hereunder, and Plaintiff and Participating Class  
17 Members are not relying on any statement, representation, or calculation by  
18 Defendants or by the Settlement Administrator in this regard. Plaintiff and  
19 Participating Class Members understand and agree that they will be solely  
20 responsible for the payment of any taxes and penalties assessed on the payments  
21 described herein. Defendants' share of any employer payroll taxes and other required  
22 employer withholdings due on the Individual Settlement Payments, including, but  
23 not limited to, Defendants' FICA and FUTA contributions, shall be paid separate  
24 and apart from the Gross Settlement Amount.

25 4.4.4. The Administrator must conduct a Class Member Address Search for all other Class  
26 Members whose checks are returned undelivered without a United States Postal  
27 Service ("USPS") forwarding address. Within seven (7) days of receiving a returned  
28 check the Administrator must re-mail checks to the USPS forwarding address

1 provided or to an address ascertained through the Class Member Address Search.  
2 The Administrator need not take further steps to deliver checks to Class Members  
3 whose re-mailed checks are returned as undelivered. The Administrator shall  
4 promptly send a replacement check to any Class Member whose original check was  
5 lost or misplaced, requested by the Class Member prior to the void date.

6 4.4.5. For any Class Member whose Individual Class Payment check or Individual PAGA  
7 Payment check is uncashed and cancelled after the void date, the Administrator shall  
8 transmit the funds represented by such checks to the California Controller's  
9 Unclaimed Property Fund in the name of the Class Member thereby leaving no  
10 "unpaid residue" subject to the requirements of California Code of Civil Procedure  
11 § 384(b).

12 4.4.6. The payment of Individual Class Payments and Individual PAGA Payments shall  
13 not obligate Proclinical to confer any additional benefits or make any additional  
14 payments to Class Members (such as 401(k) contributions or bonuses) beyond those  
15 specified in this Agreement.

16 **5. RELEASES OF CLAIMS.**

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

21 5.1. Plaintiff's Release.

22 5.1.1. Scope of Plaintiff's Release. Plaintiff and his former and present representatives,  
23 agents, attorneys, heirs, administrators, successors, and assigns generally, release  
24 and discharge Released Parties from any and all claims, rights, demands, liabilities,  
25 and causes of action, whether known or unknown, arising from, or related to the  
26 Plaintiff's employment with or separation from Proclinical and/or Freenome,  
27 including a California Civil Code Section 1542 waiver.

28 5.1.2. Plaintiff's Waiver of Rights Under California Civil Code § 1542. For purposes of

1 Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights,  
2 and benefits, if any, of Section 1542 of the California Civil Code, which reads:

3 **A general release does not extend to claims that the creditor or**  
4 **releasing party does not know or suspect to exist in his or her favor**  
5 **at the time of executing the release, and that if known by him or her**  
6 **would have materially affected his or her settlement with the debtor**  
7 **or Released Party.**

8 5.2. Release by Participating Class Members: All Participating Class Members, including  
9 Plaintiff, on behalf of themselves and their respective former and present representatives,  
10 agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties  
11 from any and all claims, rights, demands, liabilities, and causes of action that were alleged  
12 in the Operative Complaint, and/or which reasonably relate to or which reasonably arise out  
13 of the same set of operative facts pled therein during the Class Period. This includes any  
14 claims premised on the following alleged violations of the Labor Code Sections: 201, 201.3,  
15 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 558, 1021.5, 1174(d), 1174.5,  
16 1194, 1194.2, 1197, 1197.1, 1198, and 2802 (the "Released Class Claims").

17 5.3. Release by Aggrieved Employees: All Aggrieved Employees are deemed to release, on  
18 behalf of themselves and their respective former and present representatives, agents,  
19 attorneys, administrators, successors and assigns, the Released Parties from all claims for  
20 PAGA Penalties that were alleged, or reasonably could have been alleged, based on the facts  
21 and allegations in the Operative Complaint that are alleged to have occurred during the  
22 PAGA Period and the PAGA Notice, including claims for PAGA penalties based on alleged  
23 violations of Labor Code Sections: 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3,  
24 226.7, 227.3, 510, 512, 558, 1021.5, 1174(d), 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, and  
25 2802 (the "Released PAGA Claims").

26 **6. MOTION FOR PRELIMINARY APPROVAL.**

27 Plaintiff agrees to prepare and file a motion for preliminary approval ("Motion for Preliminary Approval")  
28 that complies with the Court's current checklist for preliminary approvals, to the extent the Court maintains  
such a checklist.

6.1. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel documents

1 necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and  
2 memorandum in support, of the Motion for Preliminary Approval that includes an analysis  
3 of the Settlement under *Dunk/Kullar* and a request for approval of the Settlement under  
4 Labor Code § 2699(f)(2); (ii) a draft proposed order granting preliminary approval and  
5 approval of the Settlement; (iii) a draft proposed Class Notice; and (iv) a signed declaration  
6 from the Administrator attaching its “not to exceed” bid for administering the Settlement  
7 and attesting to its willingness to serve; competency; operative procedures for protecting the  
8 security of Class Data; amounts of insurance coverage for any data breach, defalcation of  
9 funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest  
10 with Class Members; and the nature and extent of any financial relationship with Plaintiff,  
11 Class Counsel or Defense Counsel.. Class Counsel shall aver that they are not aware of any  
12 other pending matter or action asserting claims that will be extinguished or adversely  
13 affected by the Settlement or disclose the existence of any such pending matters.  
14 Alternatively, if such other actions are filed between the execution of this Agreement and  
15 the filing of the Motion for Preliminary Approval and become known to Class Counsel,  
16 Class Counsel will advise Defense Counsel.

17 6.2. Responsibilities of Counsel. Class Counsel are responsible for expeditiously finalizing and  
18 filing the Motion for Preliminary Approval, with approval from Defense Counsel; obtaining  
19 a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court  
20 to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible  
21 for delivering the Court’s Preliminary Approval to the Administrator.

22 6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for  
23 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and  
24 Defense Counsel will expeditiously work together on behalf of the Parties by meeting in  
25 person or by telephone, and in good faith, to resolve the disagreement. If the Court does not  
26 grant Preliminary Approval or conditions Preliminary Approval on any material change to  
27 this Agreement, Class Counsel and Defense Counsel will expeditiously work together on  
28 behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the

1 Agreement and otherwise satisfy the Court’s concerns.

2 **7. SETTLEMENT ADMINISTRATION.**

3 7.1. Selection of Administrator. The Parties have jointly selected ILYM, Inc. to serve as the  
4 Administrator and verified that, as a condition of appointment, ILYM, Inc. agrees to be  
5 bound by this Agreement and to perform, as a fiduciary, all duties specified in this  
6 Agreement in exchange for payment of Administration Expenses. The Parties and their  
7 Counsel represent that they have no interest or relationship, financial or otherwise, with the  
8 Administrator other than a professional relationship arising out of prior experiences  
9 administering settlements.

10 7.2. Employer Identification Number. The Administrator shall have and use its own Employer  
11 Identification Number for purposes of calculating payroll tax withholdings and providing  
12 reports state and federal tax authorities.

13 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets  
14 the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation §  
15 468B-1.

16 7.4. Notice to Class Members.

17 7.4.1. No later than three (3) business days after receipt of the Class Data, the Administrator  
18 shall notify Class Counsel that the list has been received and state the number of  
19 Class Members, Aggrieved Employees, Workweeks, and Pay Periods in the Class  
20 Data.

21 7.4.2. Using best efforts to perform as soon as possible, and in no event later than fourteen  
22 (14) days after receiving the Class Data, the Administrator will send to all Class  
23 Members identified in the Class Data, via first-class USPS mail, the Class Notice  
24 substantially in the form attached to this Agreement as **Exhibit A**. The first page of  
25 the Class Notice shall prominently estimate the dollar amounts of each Individual  
26 Class Payment and/or Individual PAGA Payment payable to the Class Member  
27 and/or Aggrieved Employee, and the number of Workweeks and PAGA Pay Periods  
28 (if applicable) used to calculate these amounts. Before mailing Class Notices, the

1 Administrator shall update Class Member addresses using the NCOA database.

2 7.4.3. Not later than three (3) business days after the Administrator's receipt of any Class  
3 Notice returned by the USPS as undelivered, the Administrator shall re-mail the  
4 Class Notice using any forwarding address provided by the USPS. If the USPS does  
5 not provide a forwarding address, the Administrator shall conduct a Class Member  
6 Address Search, and re-mail the Class Notice to the most current address obtained.  
7 The Administrator has no obligation to make further attempts to locate or send Class  
8 Notice to Class Members whose Class Notice is returned by the USPS a second time.

9 7.4.4. The deadlines for Class Members' written objections, challenges to Workweeks and  
10 Requests for Exclusion will be extended an additional fourteen (14) days beyond the  
11 sixty (60) days otherwise provided in the Class Notice for all Class Members whose  
12 notices are re-mailed. The Administrator will inform the Class Member of the  
13 extended deadline with the re-mailed Class Notice.

14 7.4.5. If the Administrator, Defendants or Class Counsel is contacted by or otherwise  
15 discovers any persons who believe they should have been included in the Class Data  
16 and should have received Class Notice, the Parties will expeditiously meet and  
17 confer in person or by telephone, and in good faith in an effort to agree on whether  
18 to include them as Class Members. If the Parties agree, such persons will be Class  
19 Members entitled to the same rights as other Class Members, and the Administrator  
20 will send, via email or overnight delivery, a Class Notice requiring them to exercise  
21 options under this Agreement not later than fourteen (14) days after receipt of Class  
22 Notice, or the deadline dates in the Class Notice, which ever are later.

23 7.5. Requests for Exclusion (Opt-Outs).

24 7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class portion of the  
25 Settlement must send the Administrator, by fax, email, or mail, a signed written  
26 Request for Exclusion not later than sixty (60) days after the Administrator mails the  
27 Class Notice (plus an additional 14 days for Class Members whose Class Notice is  
28 re-mailed). A Request for Exclusion is a letter from a Class Member or his/her

1 representative that reasonably communicates the Class Member’s election to be  
 2 excluded from the Class portion of the Settlement and includes the Class Member’s  
 3 name, address and email address or telephone number. To be valid, a Request for  
 4 Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

5 7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it fails  
 6 to contain all the information specified in the Class Notice. The Administrator shall  
 7 accept any Request for Exclusion as valid if the Administrator can reasonably  
 8 ascertain the identity of the person as a Class Member and the Class Member’s desire  
 9 to be excluded. The Administrator’s determination shall be final and not appealable  
 10 or otherwise susceptible to challenge. If the Administrator has reason to question  
 11 the authenticity of a Request for Exclusion, the Administrator may demand  
 12 additional proof of the Class Member’s identity. The Administrator’s determination  
 13 of authenticity shall be final and not appealable or otherwise susceptible to challenge.

14 7.5.3. Every Class Member who does not submit a timely and valid Request for Exclusion  
 15 is deemed to be a Participating Class Member under this Agreement, entitled to all  
 16 benefits and bound by all terms and conditions of the Settlement, including the  
 17 Participating Class Members’ Releases under Paragraphs 5.2 and 5.3 of this  
 18 Agreement, regardless of whether the Participating Class Member actually receives  
 19 the Class Notice or objects to the Settlement.

20 7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a  
 21 Non-Participating Class Member and shall not receive an Individual Class Payment  
 22 or have the right to object to the class action components of the Settlement. Because  
 23 future PAGA claims are subject to claim preclusion upon entry of the Judgment,  
 24 Non-Participating Class Members who are Aggrieved Employees are deemed to  
 25 release the claims identified in Paragraph 5.3 of this Agreement and are eligible for  
 26 an Individual PAGA Payment.

27 7.6. Challenges to Calculation of Workweeks. Each Class Member shall have sixty (60) days  
 28 after the Administrator mails the Class Notice (plus an additional 14 days for Class Members

1 whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA  
2 Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member  
3 may challenge the allocation by communicating with the Administrator via fax, email or  
4 mail. The Administrator must encourage the challenging Class Member to submit  
5 supporting documentation. In the absence of any contrary documentation, the Administrator  
6 is entitled to presume that the Workweeks contained in the Class Notice are correct so long  
7 as they are consistent with the Class Data. The Administrator's determination of each Class  
8 Member's allocation of Workweeks and/or PAGA Pay Periods shall be final and not  
9 appealable or otherwise susceptible to challenge. The Administrator shall promptly provide  
10 copies of all challenges to calculation of Workweeks and/or PAGA Pay Periods to Defense  
11 Counsel and Class Counsel and the Administrator's determination of the challenges.

12 7.7. Objections to Settlement.

13 7.7.1. Only Participating Class Members may object to the class action components of the  
14 Settlement and/or this Agreement, including contesting the fairness of the  
15 Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class  
16 Counsel Litigation Expenses Payment and/or Class Representative Service  
17 Payment.

18 7.7.2. Participating Class Members may send written objections to the Administrator, by  
19 fax, email, or mail. In the alternative, Participating Class Members may appear in  
20 Court (or hire an attorney to appear in Court) to present verbal objections at the Final  
21 Approval Hearing. A Participating Class Member who elects to send a written  
22 objection to the Administrator must do so not later than 60 days after the  
23 Administrator's mailing of the Class Notice (plus an additional 14 days for Class  
24 Members whose Class Notice was re-mailed).

25 7.7.3. Non-Participating Class Members have no right to object to any of the class action  
26 components of the Settlement.

27 7.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be  
28 performed or observed by the Administrator contained in this Agreement or otherwise.

1 7.8.1. Website, Email Address and Toll-Free Number. The Administrator will establish  
 2 and maintain and use an internet website to post information of interest to Class  
 3 Members including the date, time and location for the Final Approval Hearing and  
 4 copies of the Settlement Agreement, Motion for Preliminary Approval, the  
 5 Preliminary Approval Order, the Class Notice, the motion for final approval, the  
 6 Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses  
 7 Payment and Class Representative Service Payment, the Final approval Order and  
 8 the Judgment. The Administrator will also maintain and monitor an email address  
 9 and a toll-free telephone number to receive Class Member calls, faxes and emails.

10 7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will  
 11 promptly review on a rolling basis Requests for Exclusion to ascertain their validity.  
 12 Not later than five (5) days after the expiration of the deadline for submitting  
 13 Requests for Exclusion, the Administrator shall email a list to Class Counsel and  
 14 Defense Counsel containing (a) the names and other identifying information of Class  
 15 Members who have timely submitted valid Requests for Exclusion (“Exclusion  
 16 List”); (b) the names and other identifying information of Class Members who have  
 17 submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion  
 18 from Settlement submitted (whether valid or invalid).

19 7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written reports  
 20 to Class Counsel and Defense Counsel that, among other things, tally the number of:  
 21 Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for  
 22 Exclusion (whether valid or invalid) received, objections received, and challenges to  
 23 Workweeks and/or PAGA Pay Periods received and/or resolved (“Weekly Report”).  
 24 The Weekly Reports must include the Administrator’s assessment of the validity of  
 25 Requests for Exclusion and attach copies of all Requests for Exclusion and  
 26 objections received. In addition to the Weekly Reports, the Administrator shall  
 27 report to the Parties when it has completed the initial distribution of the Individual  
 28 Class Payments and Individual PAGA Payments to all individuals with valid

1 addresses.

2 7.8.4. Workweek and/or Pay Period Challenges. The Administrator has the authority to  
3 address and make final decisions consistent with the terms of this Agreement on all  
4 Class Member challenges over the calculation of Workweeks and/or PAGA Pay  
5 Periods. The Administrator's determination of each Class Member's allocation of  
6 Workweeks and/or PAGA Pay Periods shall be final and not appealable or otherwise  
7 susceptible to challenge.

8 7.8.5. Administrator's Declaration. Not later than fourteen (14) days before the date by  
9 which Plaintiff is required to file the Motion for Final Approval of the Settlement,  
10 the Administrator will provide to Class Counsel and Defense Counsel, a signed  
11 declaration suitable for filing in Court attesting to its due diligence and compliance  
12 with all of its obligations under this Agreement, including, but not limited to, its  
13 mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of  
14 Class Notices, attempts to locate Class Members, the total number of Requests for  
15 Exclusion from Settlement it received (both valid or invalid), the number of written  
16 objections and attach the Exclusion List. The Administrator will supplement its  
17 declaration as needed or requested by the Parties and/or the Court. Class Counsel is  
18 responsible for filing the Administrator's declaration(s) in Court.

19 7.8.6. Final Report by Settlement Administrator. Within ten (10) days after the  
20 Administrator disburses all funds in the Gross Settlement Amount, the Administrator  
21 will provide Class Counsel and Defense Counsel with a final report detailing its  
22 disbursements by employee identification number only of all payments made under  
23 this Agreement. At least fifteen (15) days before any deadline set by the Court, the  
24 Administrator will prepare, and submit to Class Counsel and Defense Counsel, a  
25 signed declaration suitable for filing in Court attesting to its disbursement of all  
26 payments required under this Agreement. Class Counsel is responsible for filing the  
27 Administrator's declaration in Court.  
28

1 **8. ESCALATOR CLAUSE**

2 Based on a review of its records, Proclinical has estimated that, during the Class Period, the Class Members  
 3 worked approximately 2,253 Workweeks and approximately 1,221 PAGA Pay Periods worked during the  
 4 PAGA Period. If the number of Workweeks increases by more than 15% greater than these figures,  
 5 Proclinical agrees to increase the Gross Settlement Amount on a proportional basis that reflects the  
 6 percentage over 15%.

7 **9. DEFENDANTS’ RIGHT TO WITHDRAW.**

8 If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total of all  
 9 Class Members, Defendant Proclinical may, but is not obligated to, withdraw from the Settlement. The  
 10 Parties agree that, if Defendant Proclinical withdraws, the Settlement shall be void ab initio, have no force  
 11 or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement;  
 12 provided, however, Defendant Proclinical will remain responsible for paying all Settlement administration  
 13 expenses incurred to that point. Defendant Proclinical must notify Class Counsel and the Court of its election  
 14 to withdraw not later than seven days after the Administrator sends the final Exclusion List to Defense  
 15 Counsel; late elections will have no effect.

16 **10. MOTION FOR FINAL APPROVAL.**

17 Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff will file in  
 18 Court, a motion for final approval of the Settlement that includes a request for approval of this Settlement  
 19 under Labor Code § 2699(l), a Proposed final approval order and a proposed Judgment (collectively “Motion  
 20 for Final Approval”). Plaintiff shall provide drafts of these documents to Defense Counsel not later than  
 21 fourteen (14) days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will  
 22 expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements  
 23 concerning the Motion for Final Approval.

24 10.1. Response to Objections. Each Party retains the right to respond to any objection raised by a  
 25 Participating Class Member, including the right to file responsive documents in Court no  
 26 later that five court days prior to the Final Approval Hearing, or as otherwise ordered or  
 27 accepted by the Court.

28 10.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval

1 on any material change to the Settlement (including, but not limited to, the scope of release  
2 to be granted by Class Members), the Parties will expeditiously work together in good faith  
3 to address the Court's concerns by revising the Agreement as necessary to obtain Final  
4 Approval. The Court's decision to award less than the amounts requested for the Class  
5 Representative Enhancement Payment, Class Counsel Fees Payment, Class Counsel  
6 Litigation Expenses Payment and/or Administration Expenses Payment shall not constitute  
7 a material modification to the Agreement within the meaning of this paragraph.

8 10.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the  
9 Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes  
10 of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration  
11 matters, and (iii) addressing such post-Judgment matters as are permitted by law.

12 10.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and  
13 conditions of this Agreement, specifically including the Class Counsel Fees Payment and  
14 Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties,  
15 their respective counsel, and all Participating Class Members who did not object to the  
16 Settlement as provided in this Agreement, waive all rights to appeal from the Judgment,  
17 including all rights to post-judgment and appellate proceedings, the right to file motions to  
18 vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of  
19 appeal does not include any waiver of the right to oppose such motions, writs or appeals. If  
20 an objector appeals the Judgment, the Parties' obligations to perform under this Agreement  
21 will be suspended until such time as the appeal is finally resolved and the Judgment becomes  
22 final.

23 10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the  
24 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a  
25 material modification of this Agreement (including, but not limited to, the scope of release  
26 to be granted by Class Members), this Agreement shall be null and void. The Parties shall  
27 nevertheless expeditiously work together in good faith to address the appellate court's  
28 concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any

1 additional Administration Expenses reasonably incurred after remittitur. An appellate  
2 decision to vacate, reverse, or modify the Court's award of the Class Representative Service  
3 Payment or any payments to Class Counsel shall not constitute a material modification of  
4 the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount  
5 remains unchanged.

6 **11. AMENDED JUDGMENT.**

7 If any amended judgment is required under Code of Civil Procedure § 384, the Parties will work together in  
8 good faith to jointly submit and a proposed amended judgment.

9 **12. ADDITIONAL PROVISIONS.**

10 12.1. No Admission of Liability, Class Certification or Representative Manageability for Other  
11 Purposes. This Agreement represents a compromise and settlement of highly disputed  
12 claims. Nothing in this Agreement is intended or should be construed as an admission by  
13 Defendants that any of the allegations in the Operative Complaint have merit or that  
14 Defendants have any liability for any claims asserted; nor should it be intended or construed  
15 as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties  
16 agree that class certification and representative treatment is for purposes of this Settlement  
17 only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or  
18 enter Judgment, Defendants reserve the right to contest certification of any class for any  
19 reasons, and Defendants reserve all available defenses to the claims in the Action, and  
20 Plaintiff reserves the right to move for class certification on any grounds available and to  
21 contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to  
22 settle the Action will have no bearing on, and will not be admissible in connection with, any  
23 litigation (except for proceedings to enforce or effectuate the Settlement and this  
24 Agreement).

25 12.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendants and  
26 Defense Counsel separately agree that, until the Motion for Preliminary Approval of  
27 Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or  
28 cause or permit another person to disclose, disseminate or publicize, any of the terms of the

1 Agreement directly or indirectly, specifically or generally, to any person, corporation,  
2 association, government agency, or other entity except: (1) to the Parties' attorneys,  
3 accountants, or spouses, all of whom will be instructed to keep this Agreement confidential;  
4 (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate  
5 taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an  
6 inquiry or subpoena issued by a state or federal government agency. Each Party agrees to  
7 immediately notify each other Party of any judicial or agency order, inquiry, or subpoena  
8 seeking such information. Plaintiff, Class Counsel, Defendants and Defense Counsel  
9 separately agree not to, directly or indirectly, initiate any conversation or other  
10 communication, before the filing of the Motion for Preliminary Approval, with any third  
11 party regarding this Agreement or the matters giving rise to this Agreement except to  
12 respond only that "the matter was resolved," or words to that effect. This paragraph does not  
13 restrict Class Counsel's communications with Class Members in accordance with Class  
14 Counsel's ethical obligations owed to Class Members.

15 12.3. No Solicitation. The Parties separately agree that they and their respective counsel and  
16 employees will not solicit any Class Member to opt out of or object to the Settlement, or  
17 appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class  
18 Counsel's ability to communicate with Class Members in accordance with Class Counsel's  
19 ethical obligations owed to Class Members.

20 12.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement  
21 together with its attached exhibits shall constitute the entire agreement between the Parties  
22 relating to the Settlement, superseding any and all oral representations, warranties,  
23 covenants, or inducements made to or by any Party.

24 12.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and  
25 represent that they are authorized by Plaintiff and Defendants, respectively, to take all  
26 appropriate action required or permitted to be taken by such Parties pursuant to this  
27 Agreement to effectuate its terms, and to execute any other documents reasonably required  
28 to effectuate the terms of this Agreement including any amendments to this Agreement.



1 survive the execution of this Agreement.

2 12.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence  
3 Code § 1152, and all copies and summaries of the Class Data provided to Class Counsel by  
4 Defendants in connection with the mediation, other settlement negotiations, or in connection  
5 with the Settlement, may be used only with respect to this Settlement, and no other purpose,  
6 and may not be used in any way that violates any existing contractual agreement, statute, or  
7 rule of court. Not later than 90 days after the date when the Court discharges the  
8 Administrator's obligation to provide a declaration confirming the final pay out of all  
9 Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data  
10 received from Defendants unless, prior to the Court's discharge of the Administrator's  
11 obligation, Defendants makes a written request to Class Counsel for the return, rather than  
12 the destructions, of Class Data.

13 12.15. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted  
14 for convenience of reference only and does not constitute a part of this Agreement.

15 12.16. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be  
16 to calendar days. In the event any date or deadline set forth in this Agreement falls on a  
17 weekend or federal legal holiday, such date or deadline shall be on the first business day  
18 thereafter.

19 12.17. Notice. All notices, demands or other communications between the Parties in connection  
20 with this Agreement will be in writing and deemed to have been duly given as of the third  
21 business day after mailing by United States mail, or the day sent by email or messenger,  
22 addressed as follows:

23 To Plaintiff:

24 Kane Moon  
25 *kmoon@moonlawgroup.com*  
26 Jacquelyne VanEmmerik  
*jvanemmerik@moonlawgroup.com*  
27 Nichelle Christopherson  
*nchristopherson@moonlawgroup.com*  
28 **MOON LAW GROUP, PC**  
725 S. Figueroa St., 31<sup>st</sup> Floor  
Los Angeles, California 90017

1 Telephone: (213) 232-3128  
2 Facsimile: (213) 232-3125

3 To Defendant Freenome Holdings, Inc.:

4 Paul S. Cowie, Bar No. 250131  
5 Andrea Fellion, Bar No. 262278  
6 **SHEPPARD, MULLIN, RICHTER & HAMPTON LLP**  
7 **A Limited Liability Partnership**  
8 **Including Professional Corporations**  
9 Four Embarcadero Center, 17th Floor  
10 San Francisco, California 94111-4109  
11 Telephone: 415.434.9100  
12 Facsimile: 415.434.3947  
13 E-mail: *pcowie@sheppardmullin.com*  
14 E-mail: *afellion@sheppardmullin.com*

15 To Defendant Proclinical Staffing, Inc.:

16 Laura E. Hayward, Bar No. 204014  
17 *lhayward@littler.com*  
18 **LITTLER MENDELSON, P.C.**  
19 101 Second Street  
20 Suite 1000  
21 San Francisco, California 94105  
22 Telephone: 415.433.1940  
23 Fax No.: 415.399.8490

24 Nathaniel H. Jenkins, Bar No. 312067  
25 *njenkins@littler.com*  
26 **LITTLER MENDELSON, P.C.**  
27 500 Capitol Mall  
28 Suite 2000  
Sacramento, California 95814  
Telephone: 916.830.7200  
Fax No.: 916.561.0828

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

12.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation

shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure § 583.330 to extend the date to bring a case to trial under Code of Civil Procedure § 583.310 for the entire period of this settlement process.

**Plaintiff & Class Representative:**

Dated: 12/31/2025

By:   
Jonathan Tai Dong

**Plaintiff's Counsel:**

Dated: 12/31/2025

MOON LAW GROUP, PC

By:   
Kane Moon  
Jacquelyne VanEmmerik  
Nichelle Christopherson  
Attorneys for Plaintiff

***[Remainder of Page Left Intentionally Blank with Additional Signatures on the Next Page]***

**Defendant:**

Dated: January 6, 2026

Freenome Holdings, Inc.

By: \_\_\_\_\_ Thomas Fitzpatrick

Print Name

DocuSigned by:

*Thomas Fitzpatrick*

Signature  
CEE0859026C2460...

Head of Legal

Title

**Defendant's Counsel:**

Dated: January 6, 2026

SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

By: \_\_\_\_\_ *P. Cowie*

Paul S. Cowie  
Andrea Fellion

Attorneys for Defendant  
Freenome Holdings, Inc.

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1 **Defendant:**

2 Dated: December 30, 2025

Proclinical Staffing, Inc.

3  
4 By:  \_\_\_\_\_  
Print Name

5 David Collier

6 \_\_\_\_\_  
Signature

7 General Counsel & Secretary

8 \_\_\_\_\_  
Title

9  
10 **Defendant's Counsel:**

11 Dated: December 30, 2025

LITTLER MENDELSON, P.C.

12  
13 By:  \_\_\_\_\_

14 Laura E. Hayward  
Nathaniel H. Jenkins

15 Attorneys for Defendant  
16 Proclinical Staffing, Inc.  
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