SETTLEMENT AGREEMENT

This Settlement Agreement ("Settlement" or "Agreement") is made and entered into between Plaintiff TEODORO C. DEGUZMAN ("Plaintiff"), on behalf of himself and on behalf of similarly situated aggrieved PAGA members, and Defendants FATE THERAPEUTICS, INC. and BIOPHASE SOLUTIONS, INC. ("Defendants").

I. DEFINITIONS

The following terms, when used in this Settlement, shall have the following meanings:

1. "Action" means the matter entitled *Teodoro C. DeGuzman v. Fate Therapeutics, Inc.*, et al. filed in San Diego County Superior Court, Case No. 37-2021-00038877-CU-OE-CTL, and subsequently filed an arbitration demand with JAMS, Case No. 5220005112.

2. "Aggrieved Employees" consist of all BioPhase Solutions, Inc. employees who worked for Fate Therapeutics, Inc. in the State of California as hourly-paid and/or non-exempt employees at any time during the PAGA Period.

3. "Complaint" means the Complaint filed in the Action.

4. "Court" means the Superior Court of California for the County of San Diego.

5. "Effective Date" means the date upon entry of an Order by the Court approving this Settlement, unless there are valid objectors/objections to the Settlement, in which case the Effective Date will be the first regular business day after the appeal period runs (if no appeal is filed) or the first day after all appeals are denied or otherwise finally resolved or decided in favor of the Settlement.

6. "Individual PAGA Payment" means the amount to be paid to each Aggrieved Employee based on the formula described herein.

7. "LWDA" means the California Labor and Workforce Development Agency.

8. "Gross Settlement Amount" is the non-reversionary sum of One Hundred Thousand Dollars and Zero Cents ($100,000.00), which represents the total amount payable under this Settlement by Defendants, including, without limitation, payments to all Aggrieved Employees, payment to the LWDA, payment of Plaintiff's Counsel's fees and costs, enhancement payment to Plaintiff, and payment to the Settlement Administrator for administration costs.

9. "Net Settlement Amount" is the amount remaining to distribute to the LWDA and Aggrieved Employees after the following amounts (if approved by the Court) are subtracted from the Gross Settlement Amount: (a) Plaintiff's Counsel's fees up to Thirty-Five Percent (35%) of the Gross Settlement Amount, currently estimated at Thirty-Five Thousand Dollars and Zero Cents ($35,000.00); (b) Plaintiff's verified costs of Fifteen Thousand and Eighty-Two Dollars and Forty Cents ($15,082.40); (c) administration costs up to Seven Thousand Five Hundred Dollars and Zero Cents ($7,500.00); and (d) enhancement payment to Plaintiff of Five Thousand Dollars and Zero Cents ($5,000.00) for service as the PAGA representative.

10. "PAGA" means the California Labor Code Private Attorneys General Act, California Labor Code § 2698, *et seq.*

11. "PAGA Period" means the time period from November 13, 2020 to October 8, 2025.

12. "Released Parties" means Defendants Fate Therapeutics, Inc., and BioPhase Solutions, Inc., and each of their parents, subsidiaries, affiliates, predecessors, insurers, successors and assigns, current and former employees, attorneys, professional employment organizations, officers, directors, and their employee benefit plans and programs and their administrators and fiduciaries.

13. "PAGA Released Claims" mean any and all claims relating to any and all facts and claims asserted in the Action or any other claims, under PAGA, based on the facts alleged, including but not limited to any and all claims for PAGA penalties for violations of the California Labor Code governing: meal and rest breaks; minimum wages, overtime and double time wages (including, but not limited to, any and all theories related to "off the clock work" or incorrect calculation of the "regular rate of pay"); expense reimbursement; late payment of wages; failure to properly record and maintain employment records; waiting time penalties; wage statement violations; separation pay violations; and unfair business practices.

14. "Parties" mean Plaintiff and Defendants.

15. "Plaintiff's Counsel" means Michael M. Citrin, Lilit Ter-Astvatsatryan, Allen Feghali, and Kane Moon of Moon Law Group, PC.

16. "Settlement Administrator" means ILYM Group.

II. <u>RECITALS</u>

1. Plaintiff alleges that Defendants: (1) Failed to pay minimum wages; (2) Failed to pay overtime wages; (3) Failed to provide meal periods; (4) Failed to provide rest periods; (5) Failed to reimburse for business expenses; (6) Failed to timely pay wages; (7) Failed to keep required Records; and (8) Failed to provide accurate itemized wage statements, and are liable for civil penalties under PAGA.

2. On September 13, 2021, Plaintiff provided written notice to the LWDA asserting claims for civil penalties pursuant to PAGA stemming from alleged violations of the California Labor Code described above.

3. On January 18, 2022, Plaintiff filed his First Amended Complaint to include his PAGA representative claims in the Action.

4. The Parties engaged in an informal discovery exchange prior to mediation. In response to Plaintiff's Counsel's informal discovery requests, Defendants provided Plaintiff's Counsel with information and documents pertaining to Plaintiff, other Aggrieved Employees, and the claims in the Action in order for Plaintiff's Counsel to investigate Plaintiff's allegations and value the PAGA claim.

5. On August 8, 2025, the Parties participated in mediation before mediator Michael Ludwig. With the assistance of Mr. Ludwig, the Parties agreed to fully and finally resolve, subject to Court approval, the PAGA Released Claims as to Plaintiff and the Aggrieved Employees.

III. <u>OPERATIVE TERMS OF SETTLEMENT AGREEMENT</u>

The Parties agree as follows:

1. **<u>Non-Admission</u>**. Nothing in this Settlement shall be construed to be an admission by Plaintiff that his claims do not have merit, or by Defendants of any liability or wrongdoing as to Plaintiff, Aggrieved Employees, or any other person, and Defendants specifically disclaim any such liability or wrongdoing. The Parties have entered into this Settlement with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses and risks. This Settlement and any related court documents or orders are not and may not be cited or admitted as evidence of liability.

2. **<u>Gross Settlement Amount</u>**. Defendants shall pay One Hundred Thousand Dollars and Zero Cents ($100,000.00) as the non-reversionary Gross Settlement Amount. Defendants will not pay more than the Gross Settlement Amount.

3. **<u>Net Settlement Amount</u>**. The Parties agree that the following amounts should be subtracted from the Gross Settlement Amount, if approved by the Court, resulting in a Net Settlement Amount to distribute to the LWDA and Aggrieved Employees:

a. <u>Plaintiff's Counsel's Fees and Costs</u>. Defendants will not oppose Plaintiff's request for attorneys' fees in the amount up to thirty-five (35%) of the Gross Settlement Amount currently estimated at Thirty-Five Thousand Dollars and Zero Cents ($35,000.00) and costs incurred in prosecuting this Action, of Fifteen Thousand Dollars Eighty-Two and Forty Cents ($15,082.40). In the event the Court approves a payment of less than these amounts, the difference will be added to the Net Settlement Amount (although Plaintiff may appeal an order granting less than the full amount sought for attorneys' fees and costs). If the Court believes the attorneys' fees and/or costs should be reduced, the other terms of this Settlement will remain in effect and any such reduction will not affect the remaining terms, other than adjusting the Net Settlement Amount. Defendants, via the Settlement Administrator, will report these payments on IRS Form 1099 issued to Plaintiff's Counsel.

b. <u>Administration Costs</u>. Defendants will not oppose the Settlement Administrator's costs in the amount up to Seven Thousand Fiven Hundred Dollars and Zero Cents ($7,500.00) for administering the Settlement. In the event the Court approves a payment of less than this amount, the difference will be added to the Net Settlement Amount. Defendants, via the Settlement Administrator, will report this payment on IRS Form 1099 issued to the Settlement Administrator.

c. <u>Enhancement Payment to Plaintiff</u>. Defendants will not oppose the Enhancement award to Plaintiff in the amount up to Five Thousand Dollars and Zero Cents ($5,000.00) for service as the PAGA representative.

4. **<u>Allocation of Net Settlement Amount</u>**. The Net Settlement Amount shall be distributed pursuant to Labor Code § 2699(i) as follows:

a. 75% of the Net Settlement Amount shall be distributed to the LWDA.

b. 25% of the Net Settlement Amount shall be paid to Aggrieved Employees. This portion of the Net Settlement Amount shall be paid to all Aggrieved Employees pro rata based on the proportional number of pay periods worked by each Aggrieved Employee during the PAGA Period.

The Parties agree that should the Court deny approval of the Settlement based on the allocation of the Gross Settlement Amount or the Net Settlement Amount, the Parties agree to re-negotiate the allocation of funds in good faith in an effort to obtain approval of the Settlement.

5. **Representative PAGA Release**. In his capacity as a Private Attorney General or "aggrieved employee" acting on behalf of himself, the State of California and Aggrieved Employees, Plaintiff hereby releases Defendants and Released Parties from any and all of the PAGA Released Claims that arose during the PAGA Period.

6. **PAGA Released Claims**. Plaintiff agrees that upon entry of an Order approving the Settlement, all Aggrieved Employees will release any and all PAGA Released Claims against the Released Parties that arose during the PAGA Period. Upon entry of the Order approving the Settlement and judgment entered thereon, Plaintiff and all Aggrieved Employees will be forever barred from pursuing any and all of the PAGA Released Claims that arose during the PAGA Period against the Released Parties.

9. **No Right to Opt-Out**. The Parties agree that there is no statutory right for any Aggrieved Employee to opt out or otherwise exclude oneself from the Settlement.

10. **Covenants and Representations by Plaintiff and Plaintiff's Counsel**.

a. Plaintiff represents and warrants that he has not assigned or transferred or purported to assign or transfer to any person or entity, any claim or portion thereof, or interest therein, which is or may be subject to this Settlement.

b. Plaintiff acknowledges that he has read this Settlement, that he fully understands his rights, privileges and duties under the Settlement, and enters into this Settlement freely and voluntarily, and without duress. Plaintiff further acknowledges that he had the opportunity to consult with his attorneys to explain the terms of this Settlement and the consequences of signing this Settlement.

11. **Confidentiality**. Except as provided below, to the extent necessary to effectuate the Settlement or as required by court or legal process, Plaintiff and Plaintiff's Counsel will keep the terms of this Settlement confidential. In response to any inquiries Plaintiff and Plaintiff's Counsel will state that "the case was resolved with Court approval." Plaintiff's Counsel shall not report the Settlement or its content in any medium or in any publication, shall not post or report anything regarding the claims of Plaintiff or Aggrieved Employees on their website, and shall not contact any reporters or media regarding the Settlement, the Action, or their content. However, Plaintiff's Counsel is authorized to make a limited disclosure to the Court and the LWDA for the purposes of obtaining the approval of the Settlement. This disclosure is limited to court filings and electronic submission of settlement documents to the LWDA. Plaintiff and Plaintiff's Counsel, or their representatives, are not permitted to disseminate or publish, distribute or discuss the

information provided to the Court in those filings outside the filings themselves and any hearing held on those filings, unless ordered otherwise by the Court. Nothing in this provision is intended to prohibit: (i) Plaintiff from discussing this Settlement with their spouse, attorneys, or tax advisors; (ii) Plaintiff's Counsel from citing the Settlement in this case as evidence supporting their competence as counsel in wage/hour and/or class action matters in public court filings; or (iii) Plaintiff's Counsel from communicating with the Plaintiff in this case, the LWDA, or with the court in which this action is pending.

To permit judicial review and approval of the PAGA Payment, as required by Labor Code Section 2698, *et seq.*, Plaintiff's Counsel will file the Settlement with the Court and submit the Settlement to the LWDA as part of the Parties seeking Court approval of the Settlement, pursuant to Lab. Code § 2699(l)(2).

12. **Termination of Settlement**. If the Court does not approve the Settlement, if the Court does not enter judgment as provided for in this Settlement, or if appellate review is sought and, on such review, the Court's decision is materially modified or reversed, or, except as otherwise set forth herein, if one or more of the terms of the Settlement is not approved or is materially modified or reversed or found to be invalid, then either of the Parties shall have the right within ten (10) business days of written notice thereof to elect to terminate the Settlement, in which case the Settlement shall have no force or effect, and the Parties shall be deemed to have reverted to their respective status as of the date and time immediately prior to the execution of this Settlement.

13. **Judgment**. As part of the Motion to approve the Settlement, Plaintiff shall submit a proposed order and judgment which enters judgment in the Action in accordance with the terms of the Settlement and retains jurisdiction over the Action for the purpose of enforcing the terms of the Settlement following approval of the Settlement. This Settlement is expressly conditioned upon the Court entering judgment as set forth herein. The judgment will not release or bar any claims other than the PAGA Released Claims as to Plaintiff and Aggrieved Employees; however, Plaintiff's individual general release shall remain effective and bar his individual claims as set forth therein.

IV. ADMINISTRATION OF SETTLEMENT

1. **Settlement Administrator**. The Parties agree to utilize ILYM to handle the administration of this Settlement.

2. **Funding and Settlement Administration Timeline.**

a. Provision of Information for Aggrieved Employees. Within twenty-one (21) business days after the Effective Date, Defendants shall provide the Settlement Administrator with information for Aggrieved Employees. Defendants will in good faith compile from their records a list of Aggrieved Employees that will be in a computer-readable format, such as a Microsoft Excel spreadsheet, and shall include each Aggrieved Employee's full name, last known mailing or email address, total pay periods worked during the PAGA Period, material dates of employment, and Social Security number. Because Social Security numbers are included in the list, the Settlement Administrator will maintain the list in confidence, and access shall be limited to those with a need to use the list as part of the administration of the Settlement.

b. Preliminary Calculations. Within seven (7) business days of receiving the Aggrieved Employees' information from Defendants, the Settlement Administrator will circulate to counsel for both Parties an anonymized spreadsheet containing the estimated individual settlement payments to each Aggrieved Employee and the data used to calculate said payments. The Settlement Administrator shall obtain approval from all counsel of the calculations before mailing Individual PAGA Payments.

c. Approval of Calculations. After the Settlement Administrator has provided preliminary calculations, the Parties will have seven (7) business days to finalize and approve calculations.

d. Funding. Within fourteen (14) business days of the Parties having finalized and approved calculations, Defendants will fund the Gross Settlement Amount by transmitting the funds into a Qualified Settlement Fund established and maintained by the Settlement Administrator.

3. **Explanatory Letter and Individual PAGA Payments**. Upon receipt of the information for Aggrieved Employees, the Settlement Administrator will perform a search on the National Change of Address database to update the Aggrieved Employees' addresses.

Within two (2) business days of receiving approval from counsel of the payment calculations as provided above, the Settlement Administrator shall mail copies of the explanatory letter, which has been mutually approved by the Parties and is attached hereto as **Exhibit A**, in English, along with Individual PAGA Payments to all Aggrieved Employees via regular First Class U.S. Mail.

The Settlement Administrator will calculate the amount to be received by each Aggrieved Employee, which will be based on the formula set forth in Section III.4., *supra*. The Settlement Administrator will send each Aggrieved Employee a check for his or her Individual PAGA Payment along with an explanatory letter. Checks will remain negotiable for 180 days. Each Individual PAGA Payment shall be deemed penalties/interest and reported using IRS Form 1099.

4. **Undeliverable Notices**. The Settlement Administrator shall exercise its best judgment to determine the current address for each Aggrieved Employee. The address identified by the Settlement Administrator as the current mailing or email address shall be presumed to be the best mailing or email address for each Aggrieved Employee.

For checks sent via U.S. Mail, any checks returned as non-deliverable on or before the check cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace or other search using the name, address or Social Security number of the Aggrieved Employee involved and will perform a single re-mailing.

Defendants fully discharge their obligations to those Aggrieved Employees to whom they will pay an Individual PAGA Payment through the mailing of a check, regardless of whether such checks are actually received and/or negotiated by Aggrieved Employees. The dollar value of all uncashed checks—that is, checks that remain uncashed for more than 180 days following issuance by the Settlement Administrator—will be canceled and distributed in accordance with the requirements of California Code of Civil Procedure section 384(b).

5. **Payment of Remainder**. Within two (2) business days of receiving approval from counsel of the payment calculations, the Settlement Administrator will distribute the following additional payments: (1) the 75% share of the Net Settlement Amount to the LWDA; (2) Court-approved attorneys' fees and costs to Plaintiff's Counsel; and (3) the Court-approved administration costs to the Settlement Administrator.

6. **Accounting**. Within fifteen (15) business days of receiving approval from counsel of the payment calculations, the Settlement Administrator will provide an accounting under oath to the Parties of the amounts paid from the Settlement.

7. **Tax Consequences**. Individual PAGA Payments made under this Settlement will be attributed 100% as penalties and interest and paid via IRS Form 1099 issued to each Aggrieved Employee. Neither Plaintiff nor Defendant, nor counsel for the Parties, make any representations or warranties with respect to tax consequences of any payment under this Settlement.

VI. MISCELLANEOUS PROVISIONS

1. **Mutual Preparation and Drafting**. The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement. The Parties agree that the terms and conditions of this Settlement are the result of lengthy, intensive, arm's-length negotiations between the Parties and that neither Plaintiff nor Defendants shall be considered the "drafter" of this Settlement for purposes of having terms construed against that Party. This Settlement will not be construed more strictly against one Party merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement.

2. **Successors**. This Settlement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, assigns, administrators and successors.

3. **Costs and Fees**. The Parties shall each bear their own costs, attorneys' fees, expert fees, mediator fees and other fees incurred in connection with this Settlement, the Action and Plaintiff's claims, except as otherwise set forth specifically herein.

4. **Governing Law**. This Settlement shall be construed under and governed by the laws of the State of California. This Settlement shall be deemed to have been entered into in the County of Los Angeles, California, and all questions of validity, interpretation or performance of any of its terms or of any rights or obligations of the Parties to this Settlement shall be governed by California law. If any legal or equitable action is necessary to enforce the terms of this Settlement, it shall be brought in the State of California, County of Los Angeles.

5. **Complete Agreement**. The Parties each acknowledge and represent that no promise or representation not contained in this Settlement has been made to them and acknowledge and represent that this Settlement contains the entire understanding between them and contains all terms and conditions pertaining to the compromise and settlement of the PAGA Released Claims in the Action. This Settlement cannot be amended or modified except by a writing signed by the Parties hereto.

6. **Nullification of Settlement.** In the event that: (i) the Court does not approve the Settlement as provided herein; or (ii) the Settlement does not become final for any other reason, then this Settlement and any documents generated to bring it into effect, will be null and void, and the Parties will be returned to their original respective positions unless otherwise required under this Agreement.

7. **Judgment and Continued Jurisdiction.** After approval of this Settlement, the Court will have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement, (ii) settlement administration matters, and (iii) such post-Judgment matters as may be appropriate under court rules or as set forth in this Settlement. Plaintiff will submit a proposed judgment in conformity with this Agreement to be entered by the Court, which shall constitute a final and binding resolution of the claims in the Action.

8. **Amendment or Modification**. This Settlement may be amended or modified only by a written instrument, signed by either the Parties or their successors-in-interest or counsel for all Parties.

9. **Authorization to Enter into Settlement**. Counsel for all Parties warrant and represent that they are expressly authorized by the Parties whom they represent to negotiate this Settlement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Settlement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

10. **Execution and Counterparts**. This Settlement is subject only to the execution of all Parties. However, the Settlement may be executed in one or more counterparts. All executed counterparts, and each of them, including facsimile and scanned copies of the signature page, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange among themselves original signed counterparts.

11. **Acknowledgement that the Settlement is Fair and Reasonable**. The Parties believe this Settlement is a fair, adequate and reasonable settlement of the Action, and have arrived at this Settlement after arms-length negotiations by experienced counsel and with the assistance of an experienced mediator. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

12. **Invalidity of Any Provision**. Before declaring any provision of this Settlement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Settlement valid and enforceable.

13. **Severability**. If any term or provision of this Settlement is held to be invalid or unenforceable, the remaining portions of this Settlement will continue to be valid and will be performed, construed and enforced to the fullest extent permitted by law, and the invalid or

unenforceable term will be deemed amended and limited in accordance with the intent of the Parties, as determined from the face of the Agreement, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

14. **Waiver**. No waiver of any condition or covenant contained in this Settlement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such Party of the same or any other condition, covenant, right or remedy.

15. **Enforcement Action**. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions. In any proceeding to enforce the terms of this Agreement, the Parties may disclose the terms of this Agreement to the extent necessary to enforce the Agreement, but shall make all efforts to preserve the confidentiality of this Agreement, including but not limited to filing the relevant provisions of the Agreement and/or discussion of these terms under seal or conditionally under seal to the fullest extent appropriate and possible.

16. **Representation by Counsel**. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement, and this Settlement has been executed with the consent and advice of counsel and reviewed in full.

17. **Binding Agreement**. The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement will be fully enforceable and binding on all Parties and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms under California Code of Civil Procedure section 664.6 and any other applicable statute or law, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

18. **Denial of Liability**. The Parties expressly recognize that the making of this Settlement does not in any way constitute an admission or concession of wrongdoing on the part of Defendants. Nothing in this Settlement, nor any action taken in implementation thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued or used during the course of this Action, is intended by the Parties to, nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in any other judicial, arbitral, administrative, investigative or other forum or proceeding, as evidence of any violation of any federal, state or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, this Settlement may be used in any Court proceeding that has as its purpose the interpretation, implementation or enforcement of the Settlement or any orders or judgments of the Court entered into in connection therewith.

IN WITNESS THEREOF, the Parties each acknowledge that they have read the foregoing Settlement, accept and agree to the provisions contained in this Settlement and hereby execute it voluntarily and with full understanding of its consequences.

Dated: ____________________

____
Teodoro C. DeGuzman, Plaintiff

Dated: Jan 9, 2026

John Elsom (Jan 9, 2026 16:56:18 PST)
____
BIOPHASE SOLUTIONS, INC.

By: John Elsom
Its: CFO

Dated: ____________________

____
FATE THERAPEUTICS, INC.

By: ______________________________
Its: ______________________________

APPROVED AS TO FORM ONLY BY:

Plaintiff's Counsel:
Dated:

MOON LAW GROUP, PC

By: ______________________________
Michael Citrin

Attorney for Plaintiff

Defendants' Counsel:
Dated:

FATE THERAPEUTICS, INC

By: ______________________________
Philip Baldwin

Attorneys for Defendant

Dated: Jan 9, 2026

FISHER & PHILLIPS LLP

By: ______________________________
James Fessenden
Lauren Bushman

Attorneys for Defendant

Docusign Envelope ID: 2FF28C25-0104-4433-9E88-2106970383B7

Dated: 1/9/2026 ____________________

Signed by:
Teodoro C. DeGuzman
4DCCC8F61A68433...

Teodoro C. DeGuzman, Plaintiff

Dated: ____________________

BIOPHASE SOLUTIONS, INC.

By: ______________________________
Its: ______________________________

Dated: ____________________

FATE THERAPEUTICS, INC.

By: ______________________________
Its: ______________________________

APPROVED AS TO FORM ONLY BY:

Plaintiff's Counsel:
Dated: 1/9/2026

MOON LAW GROUP, PC

By: ______________________________
Michael Citrin

Attorney for Plaintiff

Defendants' Counsel:
Dated:

FATE THERAPEUTICS, INC

By: ______________________________
Philip Baldwin

Attorneys for Defendant

Dated:

FISHER & PHILLIPS LLP

By: ______________________________
James Fessenden
Lauren Bushman

Attorneys for Defendant

Dated: ____________________ ________________________________

Teodoro C. DeGuzman, Plaintiff

Dated: ____________________ ________________________________

BIOPHASE SOLUTIONS, INC.

By: ____________________________
Its: ____________________________

Dated: January 7, 2026 | 2:31 PM PST

DocuSigned by:
Bob Valamehr

FATE THERAPEUTICS, INC.

By: Bob Valamehr
Its: President & CEO

APPROVED AS TO FORM ONLY BY:

Plaintiff's Counsel:
Dated:

MOON LAW GROUP, PC

By: ____________________________
Michael Citrin

Attorney for Plaintiff

Defendants' Counsel:
Dated: January 14, 2026

FATE THERAPEUTICS, INC

By: ____________________________
Philip Baldwin

Attorneys for Defendant

Dated:

FISHER & PHILLIPS LLP

By: ____________________________
James Fessenden
Lauren Bushman

Attorneys for Defendant

Exhibit A

[Administrator's Letterhead]

To: «FirstName» «LastName»
«Address1» «Address2»
«City» «State» «Zip»

NOTICE OF PAGA SETTLEMENT

Enclosed please find a check in the amount of [INDIVIDUAL SETTLEMENT SHARE].

You are receiving this check because of a lawsuit brought by Plaintiff Teodoro C. DeGuzman ("Plaintiff") against Defendants Fate Therapeutics, Inc, and BioPhase Solutions, Inc. ("Defendants") for civil penalties pursuant to the Private Attorneys General Act, California Labor Code sections 2698, *et seq.* ("PAGA"). The claim was filed on January 18, 2022, in the San Diego County Superior Court, Case No. 37-2021-00038877-CU-OE-CTL (the "Action").

Plaintiff's Action against Defendants is for civil penalties pursuant to the PAGA, a law that allows Plaintiff to attempt to stand in the shoes of the government and to seek penalties on the government's behalf and on behalf of those employees who Plaintiff claims were "aggrieved" by Defendants' alleged unlawful conduct. Specifically, Plaintiff alleges that Defendants failed to comply with wage-and-hour laws as to hourly-paid or non-exempt BioPhase Solutions, Inc. employees who worked for Fate Therapeutics, Inc. in the State of California.

Defendants strongly deny these claims and maintains that it fully complied with all applicable wage-and-hour laws. Nevertheless, to avoid further costs and uncertainty from further litigation, the Parties agreed to settle the matter. The Settlement covers Defendants and each of their former and present owners, parents, and subsidiaries, and all of their former and present officers, directors, members, managers, consultants, partners, shareholders, joint venturers, agents, predecessors, successors, affiliates, assigns, accountants, insurers, reinsurers, and/or legal representatives (all of whom are referred to here as the "Released Parties"). The Court has approved the Settlement and release of claims described below. By settling this Action, Defendants and the Released Parties are not admitting they have done anything wrong, and they deny that they owe any penalties to the government or to you.

On [insert date], 2026, the Settlement was approved by the Court. Pursuant to PAGA, a portion of the Settlement is being paid to the government and a portion is being paid to all current and former BioPhase Solutions, Inc. employees who worked for Fate Therapeutics, Inc. in the State of California as hourly-paid and/or non-exempt employees at any time during the PAGA Period (the "Aggrieved Employees"). You are receiving a portion of the Settlement because Defendants' records indicate that you worked for Defendants during at least one pay period from November 13, 2020 to October 8, 2025 (the "PAGA Period").

You will not be retaliated against for cashing the check. It is entirely up to you if you cash your check or not. Checks that are not cashed within 180 days of issuance shall be sent to the California Department of Unclaimed Property. Regardless of what you do with the check issued to you, by law and Court order you have released the Released Parties from the Released PAGA Claims described below.

One hundred percent (100%) of your payment under this Settlement will be considered penalties and interest, and will be reported to the IRS and state tax authorities.

This Settlement bars you and other Aggrieved Employees, for the period spanning November 13, 2020 to October 8, 2025, from pursuing any and all claims for civil penalties under PAGA against the Released Parties which were alleged in Plaintiff's PAGA Notice and Complaint, or that could have been alleged based on the facts asserted therein, and which arose during the PAGA Period, including, but not limited to, any and all claims for PAGA penalties for violations of the California Labor Code governing: meal and rest breaks; minimum wages, overtime and double time wages (including, but not limited to, any and all theories related to "off the clock work" or incorrect calculation of the "regular rate of pay"); expense reimbursement; late payment of wages; failure to properly record and maintain employment records; waiting time penalties; wage statement violations; separation pay violations; and unfair business practices; and any related claims for attorneys' fees, costs, or interest resulting therefrom.

Do not call or write the Court or Office of the Clerk to ask questions about the Settlement.

If you have any questions, you may call or write [insert], at the following phone number or address: [insert address and telephone number for Administrator's contact person]