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AMIN AHMED

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN MATEO

AMIN AHMED, as an individual and on
behalf of himself and others similarly
situated,

Plaintiff,

vs.

CAREDX, INC., a Delaware corporation;
and DOES 1 through 50, inclusive,

Defendants.

CASE NO. 22CIV02294

**STIPULATION OF CLASS ACTION
AND PAGA SETTLEMENT AND
RELEASE**

Dept: 2
Judge: Hon. Marie S. Weiner

Complaint Filed: June 6, 2022

LEGAL_US_W # 114202875.1

1 **STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT AND RELEASE**

2 IT IS HEREBY STIPULATED, by and between Plaintiff AMIN AHMED, on behalf of
3 himself and the Settlement Class Members, on the one hand, and Defendant CAREDx, INC., on
4 the other hand, and subject to the approval of the Court, that the above-captioned Lawsuit and
5 related case *Amin Ahmed v. CareDx, Inc.*, San Mateo Superior Court, Case No. 22CIV02294, are
6 hereby being compromised and settled pursuant to the terms and conditions set forth herein (the
7 “Settlement,” “Stipulation,” or “Agreement”).

8 **1. DEFINITIONS**

9 Unless otherwise defined herein, initial capitalized terms used in this Agreement shall
10 have the meanings set forth below:

11 1.1 “CareDx” means Defendant CareDx, Inc.

12 1.2 “Class” or “Class Members” means all current and former hourly employees of
13 Defendant, who worked in California and were paid shift differential wages at any time during
14 the Class Period.

15 1.3 “Class Counsel” means Larry W. Lee, Max W. Gavron, Kwanporn “Mai”
16 Tulyathan of Diversity Law Group, PC. and William Marder of Polaris Law Group.

17 1.4 “Class Counsel Costs” or “Litigation Costs Award” means expenses and costs
18 actually incurred by Class Counsel according to proof and subject to Court approval for Class
19 Counsel’s litigation and resolution of this Lawsuit. Class Counsel Costs shall be paid from the
20 Maximum Settlement Amount. Any portion of the requested Class Counsel Costs that is not
21 awarded to Class Counsel shall be a part of the Net Settlement Amount and distributed to
22 Settlement Class Members as provided in this Agreement.

23 1.5 “Class Information” means information regarding Class Members that Defendant
24 will in good faith compile from its records and provide only to the Settlement Administrator.
25 Class Information shall be provided as a password-protected, Microsoft Excel spreadsheet and
26 shall include each Class Member’s: (a) full name; (b) last known address; (c) Social Security
27 number; and (d) Compensable Pay Periods (as defined below in Paragraph 1.10). Because Social
28 Security numbers are included in the Class Information, the Settlement Administrator shall

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1 maintain the Class Information in confidence, it shall be transmitted in password-protected file(s),
2 and access shall be limited to those with a need to use the Class Information as part of the
3 administration of the Settlement.

4 1.6 "Class Counsel Award" or "Attorneys' Fees Award" means attorneys' fees for
5 Class Counsel's litigation and resolution of this Lawsuit not to exceed one-third (33.333%) of the
6 Maximum Settlement Amount, subject to approval by the Court. The Court shall review the
7 requested amount of the Class Counsel Award, and the approved amount shall be paid from the
8 Maximum Settlement Amount. Any portion of the requested Class Counsel Award that is not
9 awarded to Class Counsel shall be a part of the Net Settlement Amount and distributed to
10 Settlement Class Members as provided in this Agreement.

11 1.7 "Class Period" means the period from June 6, 2021 through and including October
12 7, 2022.

13 1.8 "Class Representative" means Plaintiff Amin Ahmed.

14 1.9 "Class Settlement Payment" means the net amount paid by way of check to each
15 Settlement Class Member. The Class Settlement Payment Amount shall be calculated pursuant to
16 Paragraph 3.12.

17 1.10 "Compensable Pay Periods" means all pay periods in which a Class Member
18 worked for Defendant in California and was paid a shift differential during the Class Period.

19 1.11 "Court" shall mean the Superior Court of California for the County of San Mateo.

20 1.12 "Defendant" means Defendant CareDx, Inc.

21 1.13 "Defense Counsel" or "Counsel for Defendant" shall mean Paul Hastings LLP,
22 515 South Flower Street, 25th Floor, Los Angeles, California 90071, including the attorneys
23 Jennifer S. Baldocchi, Esq. and Chris A. Jalian, Esq.

24 1.14 "Effective Date" means the latest of the following dates: (i) the date that the
25 deadline for seeking appellate review of the Court's Final Approval Order and Judgment has
26 passed without the filing of a timely appeal or timely request for review, or, if an appeal of the
27 Court's Final Approval Order and Judgment is commenced, then (ii) the date the Court of Appeal
28

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1 or the California Supreme Court has rendered a final ruling affirming the Court's Final Approval
2 Order and Judgment without material modification.

3 1.15 "Enhancement Award" means the amount approved by the Court to be paid to the
4 Class Representative in recognition of his effort and time as Class Representative, and in
5 consideration for his release of all claims against Released Parties. Class Counsel shall seek an
6 Enhancement Award for Plaintiff Amin Ahmed of up to Five Thousand Dollars (\$5,000).
7 Defendant agrees not to oppose the motion by Plaintiff for said Enhancement Award, so long as
8 the requested Enhancement Award does not exceed this amount. Any portion of the requested
9 Enhancement Award that is not awarded shall be a part of the Net Settlement Amount and
10 distributed to Settlement Class Members as provided in this Agreement.

11 1.16 "Final Approval Hearing" means the hearing held on the motion for final approval
12 of the Settlement.

13 1.17 "Final Approval Order and Judgment" means the Court's entry of an order
14 granting final approval of the Settlement and entering judgment in this Lawsuit based thereon, in
15 conformity with California Rules of Court rule 3.769(h).

16 1.18 "Lawsuit" means the wage-and-hour class action lawsuit entitled *Amin Ahmed v.*
17 *CareDx, Inc.*, now pending in the Superior Court of California for the County of San Mateo and
18 designated as Case No. 22CIV02294.

19 1.19 "Maximum Settlement Amount" means Seventy Thousand Dollars (\$70,000.00).
20 Defendant's obligation to fund the Maximum Settlement Amount is limited to \$70,000.00.
21 However, if the total number of Compensable Pay Periods is 5% greater than 1,830 pay periods
22 (*i.e.*, 1,921 pay periods), the Maximum Settlement Amount shall be proportionally increased to
23 the same percentage as the total number of Compensable Pay Periods exceeds 1,921 (*i.e.*, if there
24 was 10% increase in the number Compensable Pay Periods, Defendant would increase the Gross
25 Settlement Amount by 5%).

26 1.20 "Net Settlement Amount" means the amount of monies available for distribution to
27 Settlement Class Members, which shall be the Maximum Settlement Amount less the Class
28 Counsel Award, Class Counsel Costs, Enhancement Award, Settlement Administration Costs,
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1 and PAGA Payment.

2 1.21 "Notice of Class Action Settlement" or "Class Notice" means the Notice of Class
3 Action Settlement, substantially in the form attached hereto as Exhibit A.

4 1.22 "Operative Complaint" refers to the First Amended Class Action Complaint for
5 violations of California Labor Code §§ 226 and 2699, et seq..

6 1.23 "PAGA Payment" means the allocation of Five Thousand Dollars (\$5,000),
7 payable from the Maximum Settlement Amount, subject to approval by the Court, for penalties
8 under the Private Attorneys General Act ("PAGA"). Per California Labor Code section 2699(i),
9 Three Thousand Seven Hundred and Fifty Dollars (\$3,750) ("LWDA Payment"), representing
10 75% of the PAGA Payment, will be paid to the California Labor Workforce Development
11 Agency ("LWDA"). The remaining One Thousand Two Hundred and Fifty Dollars (\$1,250),
12 representing 25% of the PAGA Payment, shall be distributed to Settlement Class Members as part
13 of the Net Settlement Amount as described in Paragraph 3.12.

14 1.24 "PAGA Penalties Payment" means the amount payable to each Class Member for
15 the release of his or her Released PAGA Claims, regardless of whether the Settlement Class
16 Member objects, opts out, or otherwise excludes himself or herself from the Released Class
17 Claims. The amount of the PAGA Penalties Payment shall be calculated pursuant to Paragraph
18 3.12 herein.

19 1.25 "Parties" means Plaintiff and Defendant, and "Party" shall mean either Plaintiff or
20 Defendant, respectively.

21 1.26 "Plaintiff" means Amin Ahmed.

22 1.27 "Preliminary Approval" or "Preliminary Approval Date" means the date the Court
23 enters the Preliminary Approval Order.

24 1.28 "Preliminary Approval Order" means the Order granting preliminary approval of
25 the Settlement.

26 1.29 "Released Class Claims" means any and all California state law wage-and-hour
27 claims, rights, demands, liabilities, and/or causes of action of every nature and description, arising
28 from or related to any and all claims that were asserted or could have been asserted based on the
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1 facts alleged in the Operative Complaint on file with the court in the Lawsuit during the Class
2 Period, including, without limitation, claims for penalties, attorneys' fees, and litigation costs.

3 1.30 "Released PAGA Claims" means any and all individual and representative claims
4 that could have been assessed upon and collected from the Released Parties under California
5 Labor Code section 2698, et seq. based on the factual allegations contained in the PAGA notices
6 and Operative Complaint on file with the court in this action during the Class Period, including
7 but not limited to California Labor Code sections 226 and 226.3 and any resulting claim for
8 attorneys' fees and costs under PAGA.

9 1.31 "Released Parties" means CareDx, Inc., and all of its respective current and former
10 parents, subsidiaries, predecessors and successors, and affiliated entities, and each of its
11 respective officers, directors, employees, partners, shareholders, and agents, and any other
12 successors, assigns, or legal representatives.

13 1.32 "Request for Exclusion" means a request to be excluded from the Settlement that
14 is made in conformity with this Agreement, the instructions in the Class Notice, and the Court's
15 orders.

16 1.33 "Response Deadline" means the date that is forty-five calendar (45) days after the
17 Settlement Administrator mails the Class Notice to Class Members and the last date on which
18 Class Members may: (a) postmark or fax Requests for Exclusion to the Settlement Administrator;
19 or (b) postmark or fax Objections to the Settlement to the Settlement Administrator.

20 1.34 "Settlement Account" means the account established by the Settlement
21 Administrator pursuant to the terms of this Stipulation into which all monies funded by Defendant
22 under the terms of the Settlement shall be deposited and from which all monies payable under the
23 terms of this Settlement shall be paid, as set forth herein.

24 1.35 "Settlement Administration Costs" means the amount to be paid to the Settlement
25 Administrator from the Maximum Settlement Amount for the administration of the Settlement.
26 The Settlement Administration Costs amount is presently estimated not to exceed Five Thousand
27 Seven Hundred and Fifty Dollars (\$5,750.00). If the Settlement Administration Costs are
28 awarded in an amount less than Five Thousand Seven Hundred and Fifty Dollars (\$5,750.00), the
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unawarded portion shall be a part of the Net Settlement Amount and distributed to Settlement Class Members as provided in this Agreement.

1.36 “Settlement Administrator” means Phoenix Settlement Administrators.

1.37 “Settlement Class Members” or “Settlement Class” means all Class Members who do not submit a valid and timely Request for Exclusion.

2. RECITALS

2.1 Description and Procedural Posture of the Litigation. On May 23, 2022, Plaintiff submitted a notice to the LWDA alleging that CareDx violated California’s wage statement requirements, and notifying the LWDA of his intention to pursue a claim for civil penalties arising therefrom. On June 6, 2022, Plaintiff Amin Ahmed filed the Lawsuit against CareDx alleging a single cause of action for violation of California’s wage statement (i.e., California Labor Code section 226). Shortly thereafter, the Parties exchanged documents and information necessary to engage in settlement discussions. Specifically, CareDx provided information pertaining to Plaintiff and other Class Members’ arbitration agreements, and data regarding the total number of pay periods in which any Class Member received a shift differential. Counsel for the Parties then exchanged settlement demands and offers, and ultimately agreed to resolve the action for the Maximum Settlement Amount. On December 27, 2022, Plaintiff filed his First Amended Complaint.

2.2 Certification of the Settlement Class. The Parties stipulate and agree to the certification of this Lawsuit for purposes of this Settlement only. Should the Settlement not become final and effective as herein provided, class certification shall immediately be set aside (subject to further proceedings on motion of any party to certify or deny certification thereafter). The Parties’ willingness to stipulate to class certification as part of the Settlement shall have no bearing on, and shall not be admissible in or considered in connection with, the issue of whether a class should be certified in a non-settlement context in this Lawsuit and shall have no bearing on, and shall not be admissible or considered in connection with, the issue of whether a class should be certified in any other lawsuit.

1 2.3 Benefits of Settlement to Class Members. Plaintiff and Class Counsel recognize
2 the expense and length of continued proceedings necessary to litigate their disputes through trial
3 and through any possible appeals. Plaintiff has also taken into account the uncertainty and risk of
4 the outcome of further litigation, and the difficulties and delays inherent in such litigation.
5 Plaintiff and Class Counsel are also aware of the burdens of proof necessary to establish liability
6 for the claims asserted in the Lawsuit, both generally and in response to Defendant's defenses
7 thereto (many of which have been shared during the course of the Parties' extensive settlement
8 negotiations), and potential difficulties in establishing damages and entitlement to monetary
9 recovery for the Class Members. Plaintiff and Class Counsel have also taken into account
10 Defendant's agreement to enter into a settlement that confers substantial relief upon Class
11 Members based on the terms set forth herein. Based on the foregoing, Plaintiff and Class Counsel
12 have determined that the Settlement set forth in this Agreement is a fair, adequate, and reasonable
13 settlement and is in the best interests of the Class Members.

14 2.4 Defendant's Reasons for Settlement. Defendant has concluded that any further
15 defense of this litigation would be protracted and expensive for all Parties. Substantial amounts
16 of time, energy, and resources of Defendant have been and, unless this Settlement is made, will
17 continue to be, devoted to the defense of the claims asserted by Plaintiff. Defendant has also
18 taken into account the risks of further litigation in reaching its decision to enter into this
19 Settlement. Despite continuing to contend that they are not liable for any of the claims set forth
20 by Plaintiff in the Lawsuit, Defendant has, nonetheless, agreed to settle in the manner and upon
21 the terms set forth in this Agreement to put to rest the claims as set forth in the Lawsuit.

22 2.5 Class Members' Claims. Plaintiff, on behalf of Class Members, has claimed and
23 continue to claim that the Released Class Claims and Released PAGA Claims have merit and give
24 rise to liability on the part of Defendant. This Agreement is a compromise of disputed claims.
25 Nothing contained in this Agreement (and exhibit/attachment hereto) and no documents referred
26 to herein and no action taken to carry out this Agreement may be construed or used as an
27 admission by or against the Class Members or Class Counsel as to the merits or lack thereof of
28 the claims asserted.

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1 2.6 Defendant's Defenses. Defendant has claimed and continues to claim that the
2 Released Class Claims and Released PAGA Claims have no merit and do not give rise to liability.
3 This Agreement is a compromise of disputed claims. Nothing contained in this Agreement and
4 no documents referred to herein and no action taken to carry out this Agreement may be
5 construed or used as an admission by or against Defendant as to the merits or lack thereof of the
6 claims asserted.

7 2.7 Maximum Amount Payable by Defendant. Under the terms of this Settlement, the
8 maximum amount payable by Defendant shall not exceed the Maximum Settlement Amount. As
9 the Settlement represents payment for civil and statutory penalties, no portion of the Settlement
10 will be attributable to wages and no payroll taxes will be assessed on the Settlement Amount.

11 **3. TERMS OF AGREEMENT**

12 The Parties agree as follows:

13 3.1 For purposes of this Settlement only, Defendant waives all defenses and
14 challenges it may have to the First Amended Complaint, including based on the statute of
15 limitations and/or timely and proper exhaustion of administrative notice requirements. Should,
16 for whatever reason, the settlement set forth in this Agreement not become final, Defendant will
17 retain any and all defenses and challenges to a subsequent First Amended Complaint.

18 3.2 Releases Given by Plaintiff and the Settlement Class.

19 3.2.1 As To All Settlement Class Members. As of the Effective Date, all
20 Settlement Class Members, including Plaintiff, release the Released Parties from the Released
21 Class Claims and Released PAGA Claims.

22 3.2.2 General Release of Class Representative's Claims. Plaintiff releases and
23 discharges all Released Parties from any and all claims relating to or arising from his employment
24 with Defendant or its termination, including but not limited to: Any and all wage-and-hour
25 claims arising under the laws of the State of California, including, without limitation, statutory,
26 constitutional, contractual, and/or common law claims for wages, damages, restitution,
27 unreimbursed expenses, equitable relief, penalties, liquidated damages, and/or punitive damages
28 (including, without limitation, claims under any applicable Industrial Welfare Commission Wage
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1 Order, the California Private Attorneys General Act, or any other provision of the California
2 Labor Code); Title VII of the Civil Rights Act of 1964; 42 U.S.C. § 1981; the Americans With
3 Disabilities Act; Sections 503 and 504 of the Rehabilitation Act of 1973; the Family and Medical
4 Leave Act; the Fair Labor Standards Act; the Employee Retirement Income Security Act; the
5 Occupational Safety and Health Act; the Worker Adjustment and Retraining Notification Act, as
6 amended; the California Unfair Competition Law (Cal. Bus. & Prof. Code § 17200 et seq.); the
7 California Fair Employment and Housing Act; any state, civil, or statutory laws, including any
8 and all human rights laws and laws against discrimination; any other federal, state, or local
9 statutes, codes, or ordinances; any common law, contract law, or tort law cause of action; and any
10 claims for interest, attorneys' fees, and/or costs. Plaintiff expressly waives the protections of
11 California Civil Code section 1542, which reads as follows:

12 A general release does not extend to claims that the creditor or
13 releasing party does not know or suspect to exist in his or her favor
14 at the time of executing the release and that, if known by him or
15 her, would have materially affected his or her settlement with the
16 debtor or released party.

17 3.3 Tax Liability. The Parties make no representations as to the tax treatment or legal
18 effect of the payments called for hereunder, and Class Members are not relying on any statement
19 or representation by the Parties in this regard. Class Members understand and agree that they will
20 be responsible for the payment of any taxes and penalties assessed on the payments described
21 herein and will hold the Parties free and harmless from and against any claims resulting from
22 treatment of such payments as non-taxable damages, including the treatment of such payment as
23 not subject to withholding or deduction for payroll and employment taxes.

24 3.4 No Knowledge of Other Claims. Class Counsel and Plaintiff agree and represent
25 that they are not aware of any claim that could have been brought against Defendant by any
26 person or entity, other than the claims that were alleged or could have been alleged in the
27 Lawsuit, or could have been alleged based on the facts alleged in the Lawsuit or arising out of the
28 circumstances giving rise to the Lawsuit.

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1 3.5 Settlement Approval and Implementation Procedures. As part of this Settlement,
2 the Parties agree to the following procedures for obtaining the Court's preliminary approval of the
3 Settlement, certifying a Class for settlement purposes only, notifying Class Members of the
4 Settlement, obtaining the Court's final approval of the Settlement, and processing the Class
5 Settlement Payments and PAGA Penalties Payments.

6 3.5.1 Preliminary Approval and Certification. The Parties will jointly submit
7 this Stipulation to the Court for its preliminary approval. Such submission will include this
8 Agreement, the proposed Class Notice, attached hereto as Exhibit A, and any motions,
9 memoranda, and evidence as may be necessary for the Court to determine that this Agreement is
10 fair, adequate, and reasonable. The Parties agree to request the Court to enter an order approving
11 the certification of a provisional Settlement Class after the preliminary approval hearing in
12 accordance with California Rules of Court, Rule 3.769(c).

13 3.5.2 Class Information. No more than twenty (20) business days after the
14 entry of the Preliminary Approval Order, Defendant shall provide the Settlement Administrator
15 with the Class Information for purposes of mailing the Class Notice to Class Members.

16 3.5.3 Efforts to Locate Class Members. The Parties agree that locating and
17 contacting Class Members who are former employees of Defendant is an important and material
18 aspect of the Settlement. In this regard, the Settlement Administrator shall undertake diligent
19 efforts to locate Class Members and utilize the best practicable means available for purposes of
20 verifying and/or updating the current address and telephone numbers for all Class Members
21 (including skip tracing). The address(es) identified by the Settlement Administrator as the current
22 mailing address shall be presumed to be the best mailing address for each Class Member. The
23 cost of diligently attempting to find the best contact information of the Class Members shall be
24 included in the Settlement Administration Costs and Defendant shall not, under any
25 circumstances, be required to pay any additional funds for the investigatory duties to be
26 performed by the Settlement Administrator.

27 3.5.4 Notice By First Class U.S. Mail. No more than fourteen (14) calendar
28 days after receiving the Class Information from Defendant as provided herein, the Settlement
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1 Administrator shall mail copies of the Class Notice to all Class Members by regular First-Class
2 U.S. Mail. Prior to mailing the Class Notices, the Settlement Administrator will use the United
3 States Postal Service National Change of Address Database to locate updated addresses to ensure
4 that the Class Notice is sent to all Class Members at the addresses most likely to result in receipt
5 of the Class Notice. It will be conclusively presumed that, if an envelope so mailed has not been
6 returned within thirty (30) calendar days of the mailing, the Class Member received the Class
7 Notice.

8 3.5.5 Undeliverable Notices. Any Class Notice that is returned to the
9 Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed
10 to the forwarding address affixed thereto, if any. If no forwarding address is provided, the
11 Settlement Administrator shall make any further reasonable efforts to obtain an updated mailing
12 address within five (5) business days of the date of the return of the Class Notice, including,
13 without limitation, conducting one skip trace. If an updated mailing address is identified, the
14 Settlement Administrator shall resend the Class Notice to the Class Member. Class Members to
15 whom a Class Notice is re-sent after having been returned undeliverable to the Settlement
16 Administrator shall have fourteen (14) calendar days thereafter or until the Response Deadline
17 has expired, whichever is later, to mail or fax the Request for Exclusion or Notice of Objection.
18 A Class Notice that is re-sent shall inform the recipient of this adjusted deadline. The date of the
19 postmark on the Request for Exclusion, either based on the date on the return envelope or the date
20 of the fax stamp, shall be the exclusive means used to determine whether a Class Member has
21 timely returned his or her Request for Exclusion on or before the adjusted deadline. Unless
22 otherwise agreed by the Parties, a Request for Exclusion shall be deemed valid only if it is signed
23 by the Class Member and postmarked or fax stamped on or before the adjusted deadline. If a
24 Class Member's Class Notice is returned to the Settlement Administrator more than once as non-
25 deliverable, then the Settlement Administrator shall not be required to undertake any additional
26 re-mailing of the returned Class Notice.

27 3.5.6 Compliance with the procedures specified in Paragraphs 3.5.2 through
28 3.5.5 herein shall constitute due and sufficient notice to Class Members of this Settlement and
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1 shall satisfy the requirement of due process. Nothing else shall be required of, or done by, the
2 Parties, Class Counsel, and Defense Counsel to provide notice of the proposed Settlement.

3 3.6 Disputes. Class Members will have the opportunity, should they disagree with
4 Defendant's records regarding their Compensable Pay Periods as stated on their Class Notice, to
5 dispute this information by submitting a written letter to the Settlement Administrator on or
6 before the Response Deadline, that: (1) contains the name, address, telephone number, last four
7 digits of the Social Security number, and signature of the Class Member; (2) contains the case
8 name and number of the Lawsuit; (3) clearly indicates that the Class Member seeks to dispute his
9 or her Compensable Pay Periods; (4) provides documentation and/or an explanation to show
10 contrary Compensable Pay Periods; and (5) is postmarked or fax-stamped by the Response
11 Deadline and returned to the Settlement Administrator at the specified address or fax telephone
12 number. If there is a dispute, the Settlement Administrator will consult with the Parties to
13 determine whether an adjustment is warranted. Defendant's records will be presumed
14 determinative.

15 3.7 Exclusions (Opt Outs). The Class Notice shall state that Class Members who wish
16 to exclude themselves from the Settlement must submit a Request for Exclusion by the Response
17 Deadline. The Request for Exclusion must: (1) contain the name, address, telephone number,
18 last four digits of the Social Security number, and signature of the Class Member; (2) contain the
19 case name and number of the Lawsuit; (3) clearly indicate that the Class Member seeks to
20 exclude him or herself from the Settlement; and (4) be postmarked or fax-stamped on or before
21 the Response Deadline and returned to the Settlement Administrator at the specified address or
22 fax telephone number. The date of the postmark on the Request for Exclusion, either based on
23 the postmark date on the return mailing envelope or date of the fax stamp, shall be the exclusive
24 means used to determine whether a Request for Exclusion has been timely submitted. Class
25 Members who receive a Class Notice but fail to submit a valid and timely Request for Exclusion
26 on or before the Response Deadline shall be bound by all terms of the Settlement and any Final
27 Approval Order and Judgment entered in this Lawsuit if the Settlement is approved by the Court.
28 No later than fourteen (14) calendar days after the Response Deadline, the Settlement

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1 Administrator shall provide Defense Counsel with a complete list of all members of the Class
2 who have timely submitted Requests for Exclusion. At no time shall any of the Parties or their
3 counsel seek to solicit or otherwise encourage members of the Class to submit Requests for
4 Exclusion from the Settlement. Any Class Member who submits a valid and timely Request for
5 Exclusion shall forfeit his or her right to receive a Class Settlement Payment under this
6 Agreement, the amount of which will be part of the Net Settlement Amount to be distributed to
7 Settlement Class Members as provided in this Agreement, nor have any right to object, appeal, or
8 comment on the Settlement. However, any Class Member who submits a valid and timely
9 Request for Exclusion shall still be issued his/her portion of the PAGA Penalties Amount and be
10 subject to the Released PAGA Claims.

11 3.8 Objections. The Class Notice shall state that Settlement Class Members (i.e. Class
12 Members who have not excluded themselves from the Settlement) who wish to object to the
13 Settlement must submit a written statement of objection ("Notice of Objection") on or before the
14 Response Deadline and may do so by mailing or faxing the Notice of Objection to the Settlement
15 Administrator. The date of postmark or fax stamp shall be deemed the exclusive means for
16 determining that a Notice of Objection was timely submitted. The Notice of Objection must:
17 (1) contain the name, address, telephone number, last four digits of the Social Security number,
18 and signature of the Class Member; (2) contain the case name and number of the Lawsuit;
19 (3) clearly indicate that the Class Member seeks to object to the Settlement; (4) state the legal and
20 factual basis for the objection; (5) state whether the Settlement Class Member intends to appear at
21 the Final Approval Hearing; and (6) be postmarked or fax-stamped on or before the Response
22 Deadline and returned to the Settlement Administrator at the specified address or fax telephone
23 number. The Settlement Administrator shall within five calendar (5) days of receiving an
24 objection provide the Parties with copies of the Notices of Objection. The Settlement
25 Administrator will lodge all objections that it receives with the Court by attaching them to its
26 declaration to be filed with the Court in support of the motion for final approval of the Settlement.

27 3.9 No Solicitation of Objections or Requests for Exclusions. The Parties agree to use
28 their best efforts to carry out the terms of this Settlement. At no time shall any of the Parties or
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1 their counsel seek to solicit or otherwise encourage Class Members to submit Requests for
2 Exclusion, objections to the Settlement, or to appeal from the Court's Final Approval Order and
3 Judgment.

4 3.10 Uncashed Checks. If a Class Settlement Payment check is returned to the
5 Settlement Administrator as undeliverable within sixty (60) calendar days of mailing to a
6 Settlement Class Member, the Settlement Administrator shall promptly attempt to obtain a valid
7 mailing address by performing a skip trace search and, if another address is identified, shall re-
8 mail the check to the newly identified address.

9 If a Class Settlement Payment check is not cashed or deposited within one hundred eighty
10 (180) calendar days after the date it is mailed to a Settlement Class Member, it will be voided.
11 The funds from such voided checks will be maintained by the Settlement Administrator and
12 transmitted to Legal Aid at Work pursuant to California Code of Civil Procedure section 384(b)
13 as a *cy pres* recipient.

14 3.11 Funding and Allocation of Settlement. Defendant are required to fully fund and
15 pay Seventy Thousand Dollars (\$70,000.00) of the Maximum Settlement Amount within twenty
16 (20) calendar days of the Effective Date. Defendant shall provide the funds for the Settlement to
17 the Settlement Administrator by certified check or by wire transfer. The Settlement
18 Administrator shall deposit the funds in the Settlement Account. Distributions from the
19 Settlement Account shall occur in conformity with the Court's Final Approval Order and
20 Judgment. No more than five (5) calendar days after the Settlement is fully funded, the
21 Settlement Administrator will provide the Parties with an accounting of all anticipated payments
22 and awards from the fund. Payments from the fund shall be made for: (1) the Class Settlement
23 Payments to Settlement Class Members; (2) the Enhancement Award, as specified in this
24 Agreement and approved by the Court; (3) Class Counsel Award and Class Counsel Costs, as
25 specified in this Agreement and approved by the Court; (4) the Settlement Administration Costs,
26 as specified in this Agreement and approved by the Court; and (5) the PAGA Payment (including
27 the LWDA Payment and PAGA Penalties Payments), as specified in this Agreement and
28 approved by the Court.

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1 3.12 Class Settlement Payments and PAGA Penalties Payments.

2 3.12.1 Class Settlement Payments and PAGA Penalties Payments shall be
3 mailed by regular First-Class U.S. Mail to Settlement Class Members' last known mailing
4 address within thirty (30) calendar days after the Effective Date.

5 3.12.2 Each Settlement Class Member's share of the Net Settlement Amount
6 shall be determined as follows: The dollars per Compensable Pay Period ("Pay Period Value")
7 will be calculated by dividing the Net Settlement Amount by the total number of Compensable
8 Pay Periods. The Pay Period Value will be multiplied by the number of Compensable Pay
9 Periods the Settlement Class Member worked to determine the distribution, prior to legal
10 deductions, for each Settlement Class Member ("Class Settlement Payments").

11 3.12.3 Class Settlement Payments (as defined in Paragraph 3.12.2) will be
12 allocated entirely to interest/penalties/non-wage damages. The Settlement Administrator shall
13 issue the appropriate tax documents associated with the Class Settlement Payments and PAGA
14 Penalties Payments, including an IRS Form 1099 for the amounts allocated as
15 interest/penalties/non-wage damages.

16 3.12.4 The PAGA Penalties Payments payable to each Class Member shall be
17 determined as follows: Compensable Pay Periods will be the sum of all pay periods Class
18 Members worked for Defendant in California during the Class Period. The dollars per
19 Compensable Pay Period ("Pay Period Value") will be calculated by dividing the PAGA
20 Settlement Amount by the total Compensable Pay Periods. The Pay Period Value will be
21 multiplied by the number of Compensable Pay Periods worked as a member of the Class during
22 the Class Period to determine the distribution for the Class Member ("the PAGA Penalties
23 Payments"). The PAGA Penalties Payments are considered to be penalties and will be paid out
24 without reduction for any taxes or other withholdings and will be reported on an IRS Form 1099
25 (if required). The Settlement Administrator shall issue the appropriate tax documents associated
26 with the PAGA Penalties Payments.

27 3.12.5 Any checks issued to Class Members shall remain valid and negotiable
28 for one hundred eighty (180) calendar days from the date of their issuance, and after that time, the
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1 total amount of any uncashed checks shall be transmitted pursuant to Paragraph 3.10.

2 3.12.6 No benefit, including, but not limited to, pension benefits and/or 401(k),
3 shall increase or accrue as a result of any payment made as a result of the Settlement. Except for
4 the Class Representative's Enhancement Award, Class Members are not eligible to receive any
5 compensation other than Settlement Class Member Payment and PAGA Penalties Payment, as a
6 result of this Settlement.

7 3.13 Enhancement Award. Defendant agrees not to oppose or object to any application
8 or motion by Plaintiff to be appointed Class Representative and for a Class Representative's
9 Enhancement Award. Defendant agrees not to oppose the motion by Plaintiff for said Class
10 Representative's Enhancement Award, so long as the requested Class Representative's
11 Enhancement Award does not exceed Five Thousand Dollars (\$5,000.00). Any portion of the
12 requested Class Representative's Enhancement Award that is not awarded shall be a part of the
13 Net Settlement Amount to be distributed to Settlement Class Members as provided in this
14 Agreement. The Class Representative's Enhancement Award is intended to be in recognition of
15 the Class Representative's efforts and time as Class Representative and in consideration for his
16 execution of this Stipulation and his release of all claims against Released Parties (as defined in
17 Paragraph 1.33). The Enhancement Award shall be paid to Plaintiff from the Maximum
18 Settlement Amount within thirty (30) calendar days after the Effective Date. The Settlement
19 Administrator shall issue an IRS Form 1099-MISC to Plaintiff for his Enhancement Award.
20 Plaintiff shall be solely and legally responsible to pay any and all applicable taxes on his
21 Enhancement Award and shall hold harmless Defendant from any claim or liability for taxes,
22 penalties, or interest arising as a result of the Enhancement Award. The Enhancement Award
23 shall be in addition to the Plaintiff's Class Settlement Payment as a Settlement Class Member. In
24 the event that the Court awards less than the requested amount of the Enhancement Award, then
25 any portion of the requested amount not awarded to Plaintiff shall be included in the Net
26 Settlement Amount before it is distributed as provided in this Agreement. In the event the Court
27 reduces or does not approve the requested Enhancement Award, Plaintiff shall not have the right
28 to revoke his agreement to the Settlement, which shall remain legally binding and enforceable on

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1 the Parties.

2 3.14 Class Counsel Award and Costs. Defendant agrees not to oppose or object to any
3 application or motion by Class Counsel for attorneys' fees not to exceed one-third (33.333%) of
4 the Maximum Settlement Amount or Twenty Three Thousand Three Hundred and Thirty Three
5 Dollars (\$23,333.00) and Class Counsel Costs not to exceed Fourth Thousand Dollars
6 (\$4,000.00), as supported by declarations from Class Counsel, from the Maximum Settlement
7 Amount. Class Counsel shall be paid any Court-approved fees and costs within thirty (30)
8 calendar days after the Effective Date. Class Counsel shall be solely and legally responsible to
9 pay all applicable taxes on the payment made pursuant to this Paragraph. The Settlement
10 Administrator shall issue an IRS Form 1099-MISC to Class Counsel for the payments made
11 pursuant to this Paragraph. This Settlement is not contingent upon the Court's awarding Class
12 Counsel any particular amount in attorneys' fees and costs. In the event the Court reduces or
13 does not approve the requested Class Counsel Award and/or Class Counsel Costs, the Settlement
14 shall remain legally binding and enforceable on the Parties. Any amount requested by Class
15 Counsel for the Class Counsel Award and/or Class Counsel Costs and not granted by the Court
16 shall be included in the Net Settlement Amount before it is distributed as provided in this
17 Agreement.

18 3.15 PAGA Payment. Subject to approval by the Court, the Parties shall allocate a total
19 of Five Thousand Dollars (\$5,000.00) for payment of penalties pursuant to PAGA. Per California
20 Labor Code section 2699(i), Three Thousand Seven Hundred Fifty Dollars (\$3,750), representing
21 75% of the PAGA Payment, will be paid to the California's Labor Workforce Development
22 Agency from the Maximum Settlement Amount by the Settlement Administrator within thirty
23 (30) calendar days after the Effective Date. The remaining One Thousand Two Hundred Fifty
24 Dollars (\$1,250.00), representing 25% of the PAGA Payment, shall be distributed to Settlement
25 Class Members as part of the Net Settlement Amount as described in Paragraph 3.12. It is
26 intended by the Parties that the LWDA Payment shall satisfy the distribution requirements of Cal.
27 Lab. Code § 2698 et seq. If the Court awards a lesser amount for the PAGA Payment, then the
28 LWDA Payment shall be adjusted to 75% of the Court-approved amount, and any remaining

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1 portion shall be part of the Net Settlement Amount and available for distribution to Settlement
2 Class Members as provided in this Agreement.

3 3.16 Option to Terminate Settlement. If, after the Response Deadline and before the
4 Final Approval Hearing, the number of individuals who submitted timely and valid Requests for
5 Exclusion from the Settlement exceeds ten percent (10%) of all Class Members, Defendant shall
6 have, in its sole discretion, the option to rescind this Settlement within seven (7) business days of
7 being informed, in writing, of this information, by the Settlement Administrator. If Defendant
8 exercise its option to terminate this Settlement, Defendant shall pay all Settlement Administration
9 Costs incurred up to the date of termination. If the option to terminate this Settlement is
10 exercised by Defendant, Defendant shall exercise it by providing written notice to Class Counsel,
11 in conformity with Paragraph 3.36 herein.

12 3.17 Settlement Administration Costs. The Settlement Administrator shall be paid for
13 the costs of administration of the Settlement from the Maximum Settlement Amount. Such costs
14 of administration are estimated not to exceed Five Thousand Seven Hundred Fifty Dollars
15 (\$5,750.00). No fewer than twenty-one calendar (21) days prior to the Final Approval Hearing,
16 the Settlement Administrator shall provide the Parties with a statement detailing the costs of
17 administration. The Settlement Administrator, on Defendant's behalf, shall have the authority
18 and obligation to make payments, credits and disbursements, including payments and credits in
19 the manner set forth herein, to Settlement Class Members calculated in accordance with the
20 methodology set out in this Agreement and orders of the Court. The Parties agree to cooperate in
21 the Settlement administration process and to make all reasonable efforts to control and minimize
22 the cost and expenses incurred in administration of the Settlement. The Parties each represent
23 they do not have any financial interest in the Settlement Administrator or otherwise have a
24 relationship with the Settlement Administrator that could create a conflict of interest. The
25 Settlement Administrator shall be responsible for: processing and mailing payments to Plaintiff,
26 Class Counsel, Settlement Class Members, and the LWDA; printing and mailing the Class Notice
27 to the Class Members as directed by the Court; receiving and reporting the Requests for
28 Exclusion, Disputes or Objections submitted by Class Members (including providing weekly

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1 status reports); providing declaration(s) as necessary in support of preliminary and/or final
2 approval of this Settlement; reporting of such payments; and other tasks as the Parties mutually
3 agree or the Court orders the Settlement Administrator to perform. The Settlement Administrator
4 shall keep the Parties timely apprised of the performance of all Settlement Administrator
5 responsibilities. Any legally-mandated tax reports, tax forms, tax filings, or other tax documents
6 required by administration of this Agreement shall be prepared by the Settlement Administrator.
7 Any expenses incurred in connection with such preparation shall be a cost of administration of the
8 Settlement. The Settlement Administrator shall be paid the Settlement Administration Costs
9 within thirty (30) calendar days after the Effective Date.

10 3.18 Final Approval Hearing. At a reasonable time following the Response Deadline,
11 the Court shall hold the Final Approval Hearing, where objections, if any, may be heard, and the
12 Court shall determine amounts properly payable for (i) the Class Counsel Award and Class
13 Counsel Costs, (ii) the Enhancement Award, (iii) the PAGA Payment, and (v) the Settlement
14 Administration Costs.

15 3.19 Entry of Judgment. If the Court approves this Settlement at the Final Approval
16 Hearing, the Parties shall request that the Court enter judgment, with the Court retaining
17 jurisdiction over the Parties to enforce the terms of the judgment, pursuant to California Rules of
18 Court 3.769. To provide notice of judgment to the Class, the Settlement Administrator will post
19 the Court's Final Approval Order and Judgment on its website for sixty (60) calendar days after
20 the date of entry of the Final Approval Order and Judgment, and no individualized notice will be
21 required.

22 3.20 Nullification of Settlement Agreement. In the event: (i) the Court does not enter
23 the Preliminary Approval Order as provided herein; (ii) the Court does not grant final approval of
24 the Settlement as provided herein; (iii) the Court does not enter a Final Approval Order and
25 Judgment as provided herein; or (iv) the Settlement does not become final for any other reason,
26 this Settlement Agreement shall be null and void and any order or judgment entered by the Court
27 in furtherance of this Settlement shall be treated as void from the beginning. In such a case, the
28 Parties and any funds to be awarded under this Settlement shall be returned to their respective

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1 statuses as of the date and time immediately prior to the execution of this Agreement, and the
2 Parties shall proceed in all respects as if this Agreement had not been executed, except that any
3 fees already incurred by the Settlement Administrator shall be paid by the Parties in equal shares.
4 In the event an appeal is filed from the Court's Final Approval Order and Judgment, or any other
5 appellate review in this action is sought, administration of the Settlement shall be stayed pending
6 final resolution of the appeal or other appellate review.

7 3.21 No Admission by the Defendant. Defendant denies any and all claims alleged in
8 this Lawsuit and denies all wrongdoing whatsoever. This Agreement is not a concession or
9 admission and shall not be used against Defendant as an admission or indication with respect to
10 any claim of any fault, concession, or omission by Defendant.

11 3.22 Dispute Resolution. Except as otherwise set forth herein, all disputes concerning
12 the interpretation, calculation of payment of settlement claims, or other disputes regarding
13 compliance with this Agreement shall be resolved as follows:

14 3.22.1 If Plaintiff or Class Counsel, on behalf of Plaintiff or any Settlement
15 Class Members, or Defendant at any time believe that the other Party has breached or acted
16 contrary to the Agreement, that party shall notify the other party in writing of the alleged
17 violation.

18 3.22.2 Upon receiving notice of the alleged violation or dispute, the responding
19 party shall have ten (10) business days to correct the alleged violation and/or respond to the
20 initiating party with the reasons why the Party disputes all or part of the allegation.

21 3.22.3 If the response does not address the alleged violation to the initiating
22 party's satisfaction, the Parties shall negotiate in good faith for up to ten (10) business days to
23 resolve their differences.

24 3.22.4 If the Parties are thereafter still unable to resolve their differences after
25 twenty (20) business days, either Party may file a motion with the Court, including and not
26 limited to, pursuant to California Rules of Court rule 3.769 and/or California Civil Procedure
27 Code section 664.6. The prevailing party to any such motion shall also be entitled to recover its
28 reasonable attorneys' fees and costs incurred in connection with any such motion.

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1 3.23 Exhibits and Headings. The terms of this Agreement include the terms set forth in
2 the attached Exhibit, which are incorporated by this reference as though fully set forth herein.
3 The Exhibit to this Agreement is an integral part of the Settlement. The descriptive headings of
4 any paragraphs or sections of this Agreement are inserted for convenience of reference only and
5 do not constitute a part of this Agreement.

6 3.24 Interim Stay of Proceedings. The Parties agree to stay all proceedings in the
7 Lawsuit, subject to necessary compliance with the Court's orders, except such proceedings
8 necessary to implement and complete the Settlement, in abeyance pending the Final Approval
9 Hearing to be conducted by the Court.

10 3.25 Amendment or Modification. This Agreement may be amended or modified only
11 by a written instrument signed by counsel for all Parties or their successors-in-interest and
12 approved by the Court.

13 3.26 Entire Agreement. This Agreement and attached Exhibits constitute the entire
14 Agreement among the Parties, and no oral or written representations, warranties, or inducements
15 have been made to any Party concerning this Agreement or its Exhibits other than the
16 representations, warranties, and covenants contained and memorialized in the Agreement and its
17 Exhibits.

18 3.27 Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant
19 and represent they are expressly authorized by the Parties whom they represent to negotiate this
20 Agreement and to take all appropriate actions required or permitted to be taken by such Parties
21 pursuant to this Agreement to effectuate its terms and to execute any other documents required to
22 effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each
23 other and use their best efforts to effect the implementation of the Settlement. In the event the
24 Parties are unable to reach agreement on the form or content of any document needed to
25 implement the Settlement, or on any supplemental provisions that may become necessary to
26 effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve
27 such disagreement. The persons signing this Agreement on behalf of Defendant represent and
28 warrant that they are authorized to sign this Agreement on behalf of Defendant. Plaintiff

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1 represents and warrants that he is authorized to sign this Agreement and that he has not assigned
2 any claim, or part of a claim, covered by this Settlement to a third party.

3 3.28 Binding Nature of Agreement. This Agreement shall be binding upon, and inure
4 to the benefit of, the successors, heirs, assigns, and third-party beneficiaries of the Parties hereto,
5 as previously defined. To the extent permitted by law, the Class Members who do not opt out of
6 this Settlement shall also be bound by this Agreement and any judgment relating thereto.

7 3.29 California Law Governs. All terms of this Agreement and the Exhibit hereto shall
8 be governed by and interpreted according to the laws of the State of California.

9 3.30 This Settlement is Fair, Adequate, and Reasonable. The Parties believe and
10 stipulate that this Settlement is a fair, adequate, and reasonable settlement of this Lawsuit and
11 have arrived at this Settlement after extensive, arms-length, non-collusive negotiations, taking
12 into account all relevant factors, present and potential.

13 3.31 Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction
14 with respect to the interpretation, implementation, and enforcement of the terms of this
15 Agreement and all orders and judgments entered in connection therewith, and the Parties and their
16 counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing
17 and enforcing the Settlement embodied in this Agreement and all orders and judgments entered in
18 connection therewith.

19 3.32 Invalidity of Any Provision. Before declaring any provision of this Agreement
20 invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible
21 consistent with applicable precedents so as to define all provisions of this Agreement valid and
22 enforceable.

23 3.33 No Right to Terminate Based on Reduction of Class Counsel Award or Class
24 Counsel Costs. The Parties agree that any reduction in the Class Counsel Award and Class
25 Counsel Costs shall not constitute grounds to terminate or void the Settlement or otherwise
26 increase the maximum amount payable by Defendant under this Agreement, which shall not
27 exceed the Maximum Settlement Amount defined herein.

28 3.34 Cooperation. The Parties agree to cooperate fully with one another to accomplish
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1 and implement the terms of this Settlement. Such cooperation shall include, but not be limited to,
2 execution of such other documents and the taking of such other action as may be reasonably
3 necessary to timely fulfill the terms and approval by the Court of this Settlement. The Parties to
4 this Settlement shall use their best efforts, including all efforts contemplated by this Settlement
5 and any other efforts that may become necessary by Court order or otherwise, to effectuate this
6 Settlement and the terms set forth herein.

7 3.35 Publicity. Plaintiff and Class Counsel agree that they will not issue (before the
8 date of the filing of the motion for preliminary approval of this Settlement) any press releases,
9 initiate any contact with the press, respond to any press inquiry, post any new material on any
10 internet websites, or have any communication with the press about the Lawsuit, and/or the fact,
11 amount, or terms of the Settlement. Before the date of the filing of the motion for preliminary
12 approval of the Settlement, Plaintiff and Class Counsel will not initiate any contact with the Class
13 Members or anyone else about the Settlement, except that: (a) Class Counsel, if contacted by a
14 Class Member, may respond that a settlement has been reached and that the details will be
15 communicated in a forthcoming Court-approved notice; (b) Plaintiff, if contacted by a Settlement
16 Class Member, may respond only that the Settlement Class Member should contact Class
17 Counsel, and (c) Class Counsel and Plaintiff will undertake all required submissions to the
18 LWDA as required by the PAGA statute in connection with this Settlement and will also provide
19 Defendant's Counsel with a copy of the papers submitted to the LWDA, either prior to or on the
20 same day as the submission to the LWDA. If Plaintiff or Class Counsel violate this Paragraph,
21 including without limitation, by making a disclosure to any non-party that (a) a settlement has
22 been reached; or (b) any of the terms of the Settlement, before the Court has preliminarily
23 approved the Settlement, Defendant may rescind the Settlement, rendering it null and void or take
24 any action Defendant deem appropriate.

25 3.36 Notices. Unless otherwise specifically provided, all notices, demands, or other
26 communications in connection with this Agreement shall be: (1) in writing; (2) deemed given on
27 the third business day after mailing; and (3) sent via United States registered or certified mail,
28 return receipt requested, addressed as follows:

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To Plaintiff:

DIVERSITY LAW GROUP, P.C.
Larry W. Lee
Max W. Gavros
Kwanporn "Mai" Tulyathan
515 S. Figueroa Street, Suite 1250
Los Angeles, California 90071

To Defendant:

PAUL HASTINGS LLP
Jennifer S. Baldocchi, Esq.
Chris A. Jalian, Esq.
515 South Flower Street, Twenty-Fifth Floor
Los Angeles, California 90071-2228

3.37 Execution by Settlement Class Members. It is agreed that it is impossible or impractical to have each Settlement Class Member execute this Settlement Agreement. The Notice of Settlement will advise all Class Members of the binding nature of the Released Class Claims and Released PAGA Claims as to Settlement Class Members, and such shall have the same force and effect as if each Settlement Class Member executed this Agreement.

3.38 Execution by Plaintiff. Plaintiff, by signing this Stipulation, are bound by the terms herein.

3.39 The Parties hereto agree that the terms and conditions of this Stipulation of Settlement are the result of lengthy, intensive, arms-length, non-collusive negotiations between the Parties, and that this Agreement shall not be construed in favor of or against any of the Parties by reason of their participation in the drafting of this Agreement.

3.40 Counterparts. This Agreement shall become effective upon its execution by all of the undersigned. Plaintiff, Class Counsel, Defendant, and Defense Counsel may execute this Stipulation in counterparts, by electronic signature including DocuSign, and execution of counterparts shall have the same force and effect as if each had signed the same instrument. Copies of the executed Agreement, including scans or PDF versions, shall be effective for all purposes as though the signatures contained therein were original signatures.

STIPULATED, AGREED, AND ACCEPTED.

Date: 1/24/2023

PLAINTIFF AMIN AHMED

Print Name: Amin Ahmed

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DocuSigned by:
Amin Ahmed
Signature: 53704545446B489...

DEFENDANT CAREDX

Date: January 24, 2023 Print Name: Avi Ronai
Chief Administrative & Legal Officer
Title: and Secretary
Signature: *Avi Ronai*
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APPROVED.

DIVERSITY LAW GROUP, PC
Counsel for Plaintiff

Date: January 24, 2023 Print Name: Larry W. Lee
Signature: *[Signature]*

PAUL HASTINGS LLP
Counsel for Defendant

Date: January 24, 2023 Print Name: Chris A. Jalian
Signature: *Chris Jalian*
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