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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

ALFRED APPIAH, as a private attorney general, Plaintiff, vs. GRAIL, INC., a Delaware corporation; and DOES 1 through 50, inclusive, Defendants.	Case No. 25CV012765 [Hon. Lauri A. Damrell, Department 22] **DECLARATION OF SIMON L. YANG IN SUPPORT OF PLAINTIFF'S MOTION FOR APPROVAL OF PAGA SETTLEMENT** Date: August 21, 2026 Time: 9:00 a.m. Department: 22 Complaint Filed: May 29, 2025

I, Simon L. Yang, declare as follows:

1. I am an attorney admitted to practice in the State of California and, with the law firm Diversity Law Group, P.C., am counsel of record for Plaintiff. I make this declaration on the basis of my own personal knowledge, except as to those matters stated on information and belief and, as to those matters, I believe them to be true. If called as a witness, I could testify competently as to the facts stated in this declaration.

2. On May 29, 2025, Plaintiff filed the complaint initiating this matter.[1] The operative complaint alleges Defendant fails to (i) pay overtime wages, (ii) pay sick pay wages, (iii) timely pay all wages during employment or upon termination of employment, and (iv) provide complete and accurate itemized wage statements. The claims arise from alleged failures by Defendant to properly calculate the required regular rate of pay.

3. The Parties met and conferred about the claims and Defendant's defenses, including those based on an arbitration agreement. On July 29, 2025, the Parties jointly agreed to stay litigation of representative PAGA claims pending individual arbitration. On August 13, 2025, Plaintiff initiated arbitration with JAMS as JAMS Case No. 5130001293, and Hon. Lynn Duryee (Ret.) was appointed as the Parties' Arbitrator.

4. The Parties continued to meet and confer about the alleged claims and also about Defendant's defenses. For example, the Parties met and conferred about additional alleged failures to pay the required rate of pay for an additional hour of pay for missed, short, interrupted, or late meal periods and rest periods. The Parties engaged in informal discovery about the alleged and discovered claims. Ultimately, the Parties agreed to schedule a mediation to potentially resolve Plaintiff's alleged and discovered claims.

5. Plaintiff requested (and Defendant provided) additional informal discovery to enable the Parties to explore the possibility of an informal resolution. For example, Defendant provided the relevant numbers of pay periods in which alleged Labor Code violations occurred, among other things—

[1] On March 24, 2025, Plaintiff had separately filed a putative class action complaint alleging the same Labor Code violations (Sacramento County Superior Court, Case No. 25CV006724). On August 22, 2025, the Court entered an Order dismissing the class claims without prejudice, and staying the individual claims pending completion of arbitration.

enabling Plaintiff to assess the full value of the PAGA claims. To wit, Plaintiff discovered that the alleged Labor Code violations affected approximately 58 employees in about 1,409 relevant pay periods from March 24, 2024, through March 16, 2026. Defendant's willingness to produce this information enabled Plaintiff to evaluate the full scope of Defendant's potential liability.

6. On March 16, 2026, the Parties attended a mediation with Michael Loeb, an experienced mediator knowledgeable of both the wage and hour laws and PAGA claims at issue in the Action. The settlement is the result of extensive arm's length negotiations between the Parties and their counsel. Each side has apprised the other of their respective factual contentions and legal theories, and each side has considered the other's contentions and theories. With the mediator's assistance and based on a mediator's proposal, the Parties were able to agree to settlement terms, which were negotiated in light of all known facts and circumstances including the uncertainty associated with litigation, the risks of significant delay, and numerous potential appellate issues. The settlement terms are memorialized in the Joint Stipulation of PAGA Settlement (the "Agreement"), a true and correct copy of which is attached as **Exhibit 1**.

7. At mediation Plaintiff contended that Defendant's alleged Labor Code violations implicated up to $50 or $100 in penalties per pay period for approximately 1,409 relevant pay periods that potentially had Labor Code violations. Based on a review of Defendant's records, the higher $100 penalty could be applicable to sick pay violations only that occurred in 41 pay periods, so even if a $50 penalty for either an overtime or sick pay violation arose for each remaining pay period, the total potential penalty recovery amounted to $72,500.00. The negotiated settlement amount of $70,225.00 amounts to approximately 96.86% of Defendant's potential penalty liability and is an excellent result for the State.

8. Defendant contested the merits and denied it was liable at all. For example, Defendant contended that there was no potential liability for unpaid overtime, sick pay wages, or meal and rest period premiums in the majority of pay periods. Moreover, even if Plaintiff prevailed on the merits, Defendant contested the extent of liability. Specifically, Defendant contended that PAGA penalties would be subject to discretionary reductions.

9. While the Parties disagree on the application of the law to the facts, each Party recognized in negotiations that, if taken to trial, the other Party would at least have reasonable arguments, such that the Settlement Amount to which the Parties eventually agreed was reasonable.

10. Although I am confident that litigation of the claims would result in a classwide judgment against Defendant, I recognize the inherent risks in litigation, including the specific risks that liability could not be established at trial or that the applicable law could change. I believe the settlement for the State is fair, reasonable, and adequate, given the inherent risks of litigation, as well as the potential for appeals and the costs of pursuing litigation.

11. My firm has incurred costs in the amount of $15,378.02. The costs are all litigation related costs, including filing fees and service fees. Attached as **Exhibit 2** is copy of the costs my firm has incurred in connection with prosecution of this lawsuit.

12. Because Plaintiff's Counsel seeks reimbursement of $15,378.02 in costs (and the Administration Costs are $4,000.00, and the requested attorneys' fees are $23,408.33), it is expected that the PAGA Penalty Fund will be $27,438.65, which amounts to approximately $19.47 per pay period. It is expected that the LWDA would receive $17,835.12 as its share of PAGA Penalties and employees would receive $9,603.53 as their share of PAGA Penalties. Based on 58 PAGA Settlement Members, each individual employee is estimated to receive approximately $165.58; each pay period for a PAGA Settlement Member will be worth approximately $6.82.

13. I am one of the primary attorneys on this matter. My qualifications are as follows: After completing my undergraduate education at The Wharton School at the University of Pennsylvania in 2004 with concentrations in Management and Human Resources, I continued studying labor and employment issues by enrolling in post-graduate education at the School of Labor and Employment Relations at the University of Illinois. I determined before enrolling in law school that I wanted to practice labor and employment law in California. I thus received my J.D. from UCLA School of Law in 2008. During law school, I spent the summer of 2006 with the National Labor Relations Board, Region 21, and the summer of 2007 with the law firm of Seyfarth Shaw LLP in 2007.

14. Upon graduating from law school in 2008, I practiced labor and employment law at Seyfarth Shaw LLP, a well-regarded labor and employment firm. I was elevated to partner in 2019. My

practice focused on wage and hour class, collective, and representative actions, with a particular emphasis on matters involving the Labor Code Private Attorneys General Act of 2004 ("PAGA"). During my time with Seyfarth Shaw LLP, I was a primary attorney on numerous wage and hour class, collective, and representative actions that resulted in published opinions, including for example, *Ehret v. WinCo Foods, LLC*, 26 Cal. App. 6th 1 (2018) (affirming summary judgment in PAGA action based on absence of meal period violations in light of collectively bargained waiver of meal periods on shifts of not more than six hours), and *Ruelas v. Costco Wholesale Corp.*, 67 F. Supp. 3d 1137 (C.D. Cal. Sept. 8, 2014) (obtaining dismissal of wage statement allegations in PAGA representative action). I was also able to obtain experience litigating representative claims or wage and hour matters through trial and appeal. *E.g., Velazquez v. Costco Wholesale Corp.*, 603 Fed. App'x 584 (9th Cir. Mar. 25, 2015) (reversing award of waiting-time penalties based on lack of evidence supporting any willful failure to pay wages); *Ward v. Costco Wholesale Corp.*, 552 Fed. App'x 631 (9th Cir. Jan. 9, 2014) (affirming bench-trial judgment in favor of defendant against named plaintiff and 18 opt-in plaintiffs in collective action with involving deductions from final paychecks). I also litigated class certification on numerous matters. *E.g., Martinez v. Guess?, Inc.*, Los Angeles Superior Court Case No. BC 498326 (obtaining denial of class certification on behalf of retail employees alleging bag check claims).

15. Based on my experience in wage and hour class, collective, and representative actions, I have been interviewed and quoted in articles published in the Northern California Record about legislative efforts to reform PAGA. I also have published articles on myriad topics relevant to wage and hour class and representative action litigation, including for example articles on California kin care requirements in *Employee Relations Law Journal* (Vol. 36, No. 2), the extraterritorial application of California employment laws in *The Recorder* (134RD Year No. 28), and California meal and rest break laws in *California Transportation News*, a publication of the California Construction Trucking Association.

16. In 2020 I left Seyfarth Shaw LLP and joined my current firm, Diversity Law Group, P.C., which also focuses on employment law. I have handled a number of wage and hour class and representative actions and continue litigating such matters in numerous Superior Courts and District Courts. From matters with both Seyfarth Shaw LLP and Diversity Law Group, P.C., I have successfully

mediated the resolution of dozens of wage and hour class, collective, and representative actions. I have obtained class certification, and no court has ever found me to be inadequate class counsel.

17. I have incurred a total of 40.6 hours to date in litigating this matter. Attached as **Exhibit 3** is a summary of my hours and tasks on this matter. I also anticipate spending at least 3.0 additional hours in connection with attending the approval hearing, obtaining approval of the settlement, and responding to correspondence and phone calls from the administrator, defense counsel, or aggrieved employees.

18. My current billing rate is $800 per hour, which is less than my billing rate would have been had I remained at my prior firm. In January of 2019, clients were billed and paid my rate of $630 per hour. In January of 2020, clients were billed and paid my rate of $670 per hour. Had I remained at my prior firm, I am informed and believe that my billing rate would have increased in January of 2021 to at least $710 per hour, in January of 2022 to at least $750 per hour, and in January of 2023 to approximately $800 per hour. Numerous courts have approved an hourly billing rate of $750 for my work, and I have been approved for an hourly billing rate of $800 for my work in Alameda county.

19. The total lodestar for my hours will be approximately $34,880.00 based on an hourly rate of $800.00 per hour for 43.6 total hours.

20. On March 24, 2025, Plaintiff submitted a notice of Labor Code violations to the Labor and Workforce Development Agency ("LWDA") via online filing and to Defendant via certified mail. Attached as **Exhibit 4** is a copy of the March 24, 2025 LWDA notice. On April 13, 2026, Plaintiff submitted a supplemental notice of Labor Code violations to the LWDA via online filing and to Defendant via certified mail. Attached as **Exhibit 5** is a copy of the April 13, 2026 LWDA notice.

21. Along with the filing of the motion for approval of the settlement in this matter, a copy of the motion papers have also been uploaded to the LWDA in compliance with Section 2699(s)(2) and (4). Attached as **Exhibit 6** is a copy of the LWDA confirmation. Similarly, upon approval of a settlement in this matter, my regular practice would be to direct my office staff to upload a copy of the Court's judgment, papers, or other orders awarding civil penalties under PAGA.

22. Based on my review of the LWDA's PAGA filing database and my understanding from counsel for Defendant, this settlement does not impact any other pending PAGA matters.

23. I understand that the attorneys' fees awarded in this action will be split 65% to Diversity Law Group, P.C. and 35% to Polaris Law Group.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 27th day of July 2026, at Hillsborough, California.

Simon L. Yang

EXHIBIT 1

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

ALFRED APPIAH, as a private attorney general, Plaintiff, vs. GRAIL, INC., a Delaware corporation; and DOES 1 through 50, inclusive, Defendants.	Case No. 25CV012765 **JOINT STIPULATION OF PAGA SETTLEMENT** Complaint Filed: May 29, 2025

JOINT STIPULATION OF PAGA SETTLEMENT

This Joint Stipulation of PAGA Settlement is entered into by and between Plaintiff, Alfred Appiah, on the one hand, and Defendant, Grail, Inc., on the other hand.

1. DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings:

1.1. Action. "Action" means the civil lawsuit originally entitled *Alfred Appiah v. Grail, Inc.*, filed on or about May 29, 2025, in the Superior Court of the State of California for the County of Sacramento as Case No. 25CV012765.

1.2. Administrator. "Administrator" means the third-party settlement administrator designated to distribute settlement payments.

1.3. Administration Costs. "Administration Costs" means the payment from the Settlement Amount to the Administrator for administering the settlement, which includes but is not limited to printing, distributing, or tracking payments pursuant to this Agreement, and providing necessary reports or declarations, as requested by the Court or Plaintiff's Counsel and Defendants' Counsel.

1.4. Agreement. "Agreement" means this Joint Stipulation of PAGA Settlement.

1.5. Approval Order. "Approval Order" means an order approving this Agreement.

1.6. Attorneys' Fees and Costs. "Attorneys' Fees and Costs" means the attorneys' fees and costs payment from the Settlement Amount for Plaintiff's Counsel's attorneys' fees and costs associated with the litigation and resolution of the Action (excluding third-party Administration Costs).

1.7. Court. "Court" means the Superior Court of California for the County of Sacramento.

1.8. PAGA Penalty Fund. "PAGA Penalty Fund" means the portion of the Settlement Amount allocated to PAGA penalties.

1.8.1. LWDA Payment. "LWDA Payment" means a payment of 65% of the PAGA Penalty Fund to the Labor & Workforce Development Agency ("LWDA").

1.8.2. Employee Payment. "Employee Payment" means each PAGA Settlement Member's payment and share of 35% of the PAGA Penalty Fund.

1.9. PAGA Period. "PAGA Period" means the period starting from March 24, 2024, through May 15, 2026. The PAGA Period is based on the Parties' expectation that current and former non-exempt employees of Defendant in the State of California will have worked no more than 1,550 pay periods from March 24, 2024, through May 15, 2026. To the extent that the number of pay periods worked by current and former non-exempt employees of Defendant in the State of California since March 24, 2024, exceeds 1,550 pay periods before May 15, 2026, Defendant shall have the option to either (i) have the PAGA Period end as of the end of the pay period in which 1,550 pay periods were worked or (ii) increase the Settlement Amount on a pro-rata basis equal to the percentage increase in the number of pay periods over 1,550.

1.10. PAGA Settlement Members. "PAGA Settlement Member" means any current or former non-exempt employee who worked for Defendant in the State of California during the PAGA Period. Defendant represents that there are approximately 58 PAGA Settlement Members who had worked approximately 1,409 pay periods as of the date of mediation.

1.11. Parties. "Parties" means Plaintiff and Defendant.

1.11.1. Plaintiff. "Plaintiff" means Alfred Appiah.

1.11.2. Defendant. "Defendant" means Grail, Inc.

1.12. PAGA Representative Counsel. "PAGA Representative Counsel" means Larry Lee and Simon Yang of Diversity Law Group, P.C., and William Marder of Polaris Law Group.

1.13. Defense Counsel. Defense Counsel means Gregory G. Iskander, Nate Jenkins, and Ronak Patel of Littler Mendelson, P.C.

1.14. Released Parties. "Released Parties" means Defendant and its present and former parent companies, subsidiaries, or affiliated companies, and their officers, directors, employees, agents, attorneys, insurers, successors and assigns.

1.15. Pay Period. "Pay Period" means any bi-weekly pay period (consisting of two consecutive seven-day workweeks) during which an Aggrieved Employee worked for Defendant, for at least one day, during the PAGA Period

1.16. Released PAGA Claims. "Released PAGA Claims" means the claims being released as described in Paragraph 6 below.

1.17. Settlement Amount. "Settlement Amount" means the maximum potential settlement amount—inclusive of the PAGA Penalty Fund (and LWDA Payment and Employee Payments), any

Administration Costs, and Attorneys' Fees and Costs—that Defendant may be required to pay under this Agreement in connection with an Approval Order.

1.18. Funding Date. "Funding Date" means the date that is thirty (30) days after the Effective Date. If the Funding Date falls on a weekend or holiday, it shall be extended to the following business day.

1.19. Effective Date. "Effective Date" means the first date upon which all of the following have occurred: (i) the Settlement Agreement has been executed by Plaintiff, Defendant, PAGA counsel and Defense Counsel; (ii) Notice of the Settlement has been sent to the LWDA; (iii) the Court has given approval to the settlement; (iv) the Court has entered the Court's Final Order and Judgment; and (v) the later of the following events: (A) when the period for filing any appeal, writ, or other appellate proceeding opposing the Settlement has elapsed without any appeal, writ or other appellate proceeding having been filed; (B) when any appeal, writ or other appellate proceeding opposing the Settlement has been dismissed finally and conclusively with no right to pursue further remedies or relief; or (C) when any appeal, writ or other appellate proceeding has upheld the Court's Final Order and Judgment with no right to pursue further remedies or relief. If the Court declines to approve the Settlement, the entire Settlement Agreement is deemed void and unenforceable as if no settlement of any claim was ever reached.

2. RECITALS

2.1. Initiation of Action. On May 29, 2025, Plaintiff filed the initial complaint in this matter alleging representative Labor Code Private Attorneys General Act of 2004 ("PAGA") claims for Defendant's alleged failures to pay overtime wages, to timely pay all wages during employment or upon termination of employment, and to provide complete and accurate itemized wage statements.[1] The claims arose from alleged failures to properly calculate the required regular rate of pay for overtime and sick pay payments.

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[1] On March 24, 2025, Plaintiff had separately filed a putative class action complaint alleging the same Labor Code violations (Sacramento County Superior Court, Case No. 25CV006724). On August 22, 2025, the Court entered an Order dismissing the class claims without prejudice, and staying the individual claims pending completion of arbitration.

2.2. Impact of Arbitration Agreement. The Parties also met and conferred both about the nature of the alleged claims and also about the impact that an arbitration agreement had on the alleged claims. On July 29, 2025, the Parties jointly agreed to stay litigation of representative PAGA claims pending arbitration of Plaintiff's individual PAGA and non-PAGA claims. On August 13, 2025, Plaintiff initiated arbitration with JAMS, which assigned JAMS Case No. 5130001293, and Hon. Lynn Duryee (Ret.) was appointed as the Parties' Arbitrator. The Parties continued to meet and confer about the alleged claims and also about Defendant's defenses. For example, the Parties met and conferred about additional alleged failures to pay the required rate of pay for an additional hour of pay for missed, short, interrupted, or late meal periods and rest periods. The Parties engaged in informal discovery about the alleged and discovered claims. Ultimately, the Parties agreed to schedule a mediation to potentially resolve Plaintiff's alleged and discovered claims.

2.3. Mediation. On March 16, 2026, the Parties attended a mediation with Michael Loeb, an experienced mediator knowledgeable of both the wage and hour laws and representative action claims at issue in the Action. With the mediator's assistance and based upon a mediator's proposal, the Parties were able to agree to settlement terms, which were negotiated in light of all known facts and circumstances—including the uncertainty associated with litigation, the risks of significant delay, and numerous potential appellate issues. The settlement was achieved only after extensive arm's length negotiations. Based on Plaintiff's Counsel's ongoing investigation and evaluation, Plaintiff's Counsel is of the opinion that the terms of this Agreement are fair, reasonable, and adequate, and in the best interests of the State. On April 13, 2026, Plaintiff submitted a supplemental PAGA notice to the LWDA regarding Defendant's alleged failure to pay the required rate of pay for an additional hour of pay for missed, short, interrupted, or late meal periods and rest periods.

2.4. No Admission of Liability. Defendant denied and continues to deny all of the allegations made by Plaintiff in the Action. Although Defendant denied and continues to deny all of the allegations made by Plaintiff in the Action, Defendant—without admitting or conceding any liability or wrongdoing whatsoever—has agreed to settle the Action on the terms and conditions set forth in this Agreement for the sole purpose of avoiding the burden, expense, and uncertainty of continuing the Action.

3. SETTLEMENT PROCEEDS

3.1. Settlement Amount. Defendant agrees to pay a non-reversionary Settlement Amount of $70,225.00, which was negotiated based on Defendant's representation that there were approximately 1,409 pay periods worked by PAGA Settlement Members as of the date of mediation.

3.1.1. Attorneys' Fees and Costs. 33⅓% of the Settlement Amount (or $23,408.33) and actual litigation costs (currently estimated to be $15,378.02) are designated as Attorneys' Fees and Costs.

3.1.2. Administration Costs. Based on quotes received from third-party administrators, Administration Costs shall be no more than $4,000.00. The Parties agree to cooperate in the settlement administration process and to make all reasonable efforts to minimize Administration Costs.

3.1.3. PAGA Penalty Fund. Except for any amounts approved by the Court for Attorneys' Fees and Costs and Administration Costs, the remaining Settlement Amount shall constitute the PAGA Penalty Fund. The PAGA Penalty Fund shall be distributed pursuant to statute with 65% of the PAGA Penalty Fund payable as an LWDA Payment. The remaining 35% of the PAGA Penalty Fund payable as Employee Payments shall be allocated and distributed to PAGA Settlement Members on a pro rata basis, based on the number of relevant Pay Periods worked by each PAGA Settlement Member during the PAGA Period. Employee Payments shall be distributed to PAGA Settlement Members in separate checks, without the need to submit a claim form.

3.1.4. Court Approval. The approval or denial of the requested Attorneys' Fees and Costs and Administration Costs is not a material condition to the Agreement. If the Court does not approve the requested amounts for the Attorneys' Fees and Costs and Administration Costs, any requested but unapproved amounts shall be allocated to the PAGA Penalty Fund.

3.2. Payment Considerations. All payments shall be characterized as IRS Form 1099 payments. The Parties have had an opportunity to consult with independent tax counsel. The Parties are not giving any tax advice in connection with the settlement or any payments to be made pursuant to this Agreement. The Parties do not intend anything contained in this Agreement to constitute legal advice regarding the taxability of any amount paid hereunder, nor shall anything in this Agreement be relied upon as such. All recipients of settlement payments shall be solely responsible for paying any applicable taxes on their respective payments and shall indemnify and hold harmless the Parties from any claim or liability for taxes, penalties, or interest arising as a result of the payments.

3.3. Funding and Distribution. Defendant shall deposit the Settlement Amount with the Administrator no later than the Funding Date. Within fifteen (15) calendar days following the Funding Date, the Administrator shall distribute all amounts to be paid pursuant to this Agreement and Approval Order. The Administrator shall not be empowered to make payments to the PAGA Settlement Members exceeding the total PAGA Penalty Fund allocated to PAGA Settlement Members or deviate from the payment formula agreed upon by the Parties.

4. SETTLEMENT ADMINISTRATION

4.1. Administrator. For purposes of distributing payments and administering the settlement, the Administrator shall be Phoenix Settlement Administrators. The Administrator will be responsible for: establishing the Settlement Fund Account; calculating Individual PAGA Payments; preparing, printing, and mailing the individual settlement checks and notices to the PAGA Settlement Members; disbursing payment of Attorney's Fees and Attorney's Cost to PAGA Representative Counsel; disbursing payment to the LWDA consisting of sixty-five percent (65%) of the PAGA Penalty Fund; printing and providing Plaintiff, PAGA Settlement Members, and PAGA Representative Counsel with IRS Forms 1099 as required under the Agreement and applicable law; providing a due diligence declaration for submission to the Court upon completion of the terms of the Settlement; and for such other tasks as the Parties mutually agree or the Court orders. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities, and shall not mail any payments to Plaintiff, the LWDA, PAGA Representative Counsel or any PAGA Settlement Member unless and until the Settlement Administrator receives approval by the Parties to do so. Any legally mandated tax reports, tax filings, or other tax documents required by the administration of this Settlement shall be prepared by the Settlement Administrator. Any expenses incurred in connection with such preparation shall be part of the Settlement Administration Costs.

4.2. Data for Administrator. Within seven days of the Approval Order, Defendant shall provide to the Administrator a Microsoft Excel spreadsheet including: each PAGA Settlement

Member's full name; last known address; Social Security Number; and the number of Pay Periods worked by each PAGA Settlement Member during the PAGA Period. Defendant's records will be presumptively determinative in any dispute over entitlement to payment or over membership as PAGA Settlement Members. The Administrator shall permanently delete and destroy all electronic and hard copies of the PAGA Settlement Member's last known mailing address or any contact information in its possession once settlement administration is concluded.

4.3. Mailing of Settlement Payments. Within fifteen (15) calendar days following the Funding Date, the Administrator shall send payments to all payees via First Class U.S. Mail. For PAGA Settlement Members, the Administrator shall use the last known mailing address for each PAGA Settlement Member, based on data provided by Defendant. Any mailings returned to the Administrator as undeliverable shall be promptly resent via First Class U.S. Mail to the forwarding address on the returned mailing. If no forwarding address is provided, the Administrator shall promptly attempt to determine the correct address using a single skip-trace search and shall then promptly send a single re-mailing. Any re-mailing will not extend the 180-day period to cash the settlement check. Any checks issued to PAGA Settlement Members remain valid and negotiable for 180 days from the date of their issuance and then shall become void on the 181st day after issuance.

4.4. Administration of Taxes. The Administrator will be responsible for issuing Plaintiff, PAGA Settlement Members, and PAGA Representative Counsel, IRS Form 1099s as necessary, or other tax forms as may be required by law for all amounts paid pursuant to this Agreement, and for forwarding all penalties to the appropriate government authorities.

4.5. Tax Liability. The Parties make no representation as to the tax treatment or legal effect of the payments called for hereunder, and the Parties are not relying on any statement, representation, or calculation by any of the Parties or by the Settlement Administrator in this regard.

4.6. Tax or Penalties Assessed. Plaintiff will be solely responsible for the payment of any taxes and penalties assessed on the payments described herein and will hold Defendant, Defense Counsel, the Settlement Administrator, and Released Parties free and harmless from and against any claims resulting from treatment of such payments as non-taxable damages.

4.7. Undeliverable or Uncashed Checks. All uncashed or undeliverable settlement checks will expire 180 days after the postmarked date of their mailing. After 180 days, the sum value of all expired checks will be tallied by the Administrator. The Administrator shall direct the principal for any expired checks in accordance with the Approval Order. The Parties shall request that the Court order that the principal for any expired checks be distributed to the State Controller Unclaimed Property Fund in the name of the PAGA Settlement Member. If the Court does not approve of such, the Parties will agree upon a *cy pres* recipient within the meaning of CCP § 384.

4.8. Certification of Completion. Upon completion of administration of the settlement, the Administrator shall provide written certification of such completion to Plaintiff's Counsel and Defendant's Counsel.

5. ESCALATOR CLAUSE

5.1. Should the number of pay periods worked by the Aggrieved Employees increase more than 10% above the 1,409 pay periods (i.e., by more than 1,550 pay periods) by May 15, 2026, the Defendant shall have an option to either (1) have the Released Claims be released only though the most recent date where the total pay periods of the Aggrieved Employees do not exceed 1,550 pay periods; or (2) increase the Gross Settlement Amount on a pro-rata basis equal to the percentage increased in the number of pay periods worked by the Aggrieved employees above 1,550.

6. RELEASES

6.1. Releases. By operation of the entry of the Approval Order, and except as to such rights or claims as may be created by this Agreement, Plaintiff as a proxy for the State and the LWDA fully releases the Released Parties from any and all PAGA claims arising during the PAGA Period that are based on Labor Code violations pled in the Action or Plaintiff's PAGA notices to the LWDA.

6.2. Release by PAGA Settlement Members. Upon the Effective Date, Plaintiff, on behalf of himself, the State of California, and all PAGA Settlement Members, release the Released Parties from the Released Claims, which is defined above as, all claims for civil penalties under PAGA arising during the PAGA Period from the same facts from the same facts and/or claims alleged in the complaint as to all Aggrieved Employees as well as those included in all of Plaintiff's letters to the LWDA as to all Aggrieved Employees, or claims that were pled or that could have been pled based on the facts alleged as to all Aggrieved Employees in the said complaint or PAGA letters to the LWDA, including but not limited to claims for failure to pay overtime compensation (Lab. Code. §§ 510 and 1198); sick pay wages (Lab. Code §§ 201-204, 233, 246); meal break violations (Lab. Code §§ 226.7, 512(a)); rest break violations (Cal. Lab. Code §§ 226.7); waiting time penalties (Lab. Code § 203); and failure to provide accurate itemized wage statements (Cal. Lab. Code § 226(a)). It is the intent of the Parties that the Settlement Approval order entered by the Court shall have the full *res judicata* effect and be final and binding upon PAGA Settlement Members regarding the Released PAGA Claims during the PAGA Period.

6.3. Additional Release by Plaintiff. By operation of the entry of the Approval Order, Plaintiff also generally releases all claims, known or unknown, in favor of each Released Party, including a waiver of Civil Code section 1542. Plaintiff expressly waives all rights provided by Civil Code section 1542 that Plaintiff may have against each Released Party. Civil Code section 1542 states:

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

Plaintiff acknowledges that Plaintiff has read the entirety of the Agreement, including the above language from the Civil Code, and that Plaintiff fully understands both the Agreement and Civil Code section 1542. By executing this Agreement, Plaintiff expressly waives any benefits and rights granted pursuant to Civil Code section 1542.

7. COURT APPROVAL

7.1. Approval Order. Plaintiff shall submit a motion seeking an Approval Order, which would, among other things: (i) approve the terms of the settlement in this Agreement, (ii) deem the terms to be fair, reasonable, and adequate, (iii) approve the release, (iv) direct that the settlement's terms and provisions be carried out; and (v) enter final judgment.

7.2. Effect of Failure to Obtain Approval Order. In the event the Court fails to enter an Approval Order in accordance with this Agreement, then this Agreement shall be void and unenforceable, unless the Parties agree to changes that would enable the Court to approve a settlement.

8. MISCELLANEOUS

8.1. LWDA Notice. Pursuant to California Labor Code § 2699(s)(2), Plaintiff will provide a copy of this Agreement to the LWDA concurrently with the filing of the Approval Motion. PAGA Representative Counsel will also file a declaration in support of Plaintiff's Approval Motion confirming that PAGA Representative Counsel has submitted the Agreement to the LWDA in compliance with Labor Code § 2699(s)(2). Pursuant to California Labor Code § 2699(s)(3), a copy of the Court's judgment and any other order issued in connection with this Agreement shall be submitted by PAGA Representative Counsel to the LWDA within ten (10) days after the judgment or order.

8.2. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with regard to the subject matter contained herein, and all prior and contemporaneous negotiations and understandings between the Parties shall be deemed merged into this Agreement. The signatories represent that they are fully authorized to enter into this Agreement and are fully authorized to bind the Parties to all terms stated herein.

8.3. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged.

8.3.1. Counterparts and Signatures. This Agreement may be executed in counterparts, and when all signatories have signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and when taken together with other signed counterparts, shall constitute one signed Agreement, which shall be binding upon and effective as to all Parties. Any party may sign and deliver this Agreement by signing on the designated signature block and transmitting that signature page via e-mail to counsel for the other party. Any signature transmitted via e-mail or DocuSign shall be deemed an original signature and shall be binding upon the party who transmits the signature page.

8.3.2. Waivers, Modifications, Etc. to Be in Writing. No waiver, modification, or amendment of the terms of this Agreement, whether purportedly made before or after the Court's approval of this Agreement, shall be valid or binding unless in writing, signed by or on behalf of all

Parties and then only to the extent set forth in such written waiver, modification, or amendment, subject to any required Court approval. Any failure by any Party to insist upon the strict performance by the other Party of any of the provisions of this Agreement shall not be deemed a waiver of future performance of the same provisions or of any of the other provisions of this Agreement, and such Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

8.3.3. Construction. The determination of the terms and conditions of this Agreement has been by mutual agreement of the Parties. Each party participated jointly in the drafting of this Agreement, and the terms and conditions of this Agreement are not intended to be, and shall not be, construed against any party by virtue of draftsmanship. The captions of paragraphs of this Agreement have been inserted for convenience of reference only and shall have no effect upon the construction or interpretation of any part of this Agreement.

8.3.4. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible so as to render all provisions of this Agreement valid and enforceable.

8.4. Confidentiality. Neither Plaintiff nor Plaintiff's counsel shall issue any press release or announcement of any kind, including but not limited to using social media or internet postings, related in any way to the settlement. Plaintiff and Plaintiff's counsel agree that, prior to seeking court approval of the settlement, they will keep the terms of this settlement confidential except for purposes of communicating with Plaintiff only or as otherwise specifically contemplated by the Agreement (e.g., obtaining administrator bids). Plaintiff has been informed that the settlement is confidential and has been advised to keep the settlement confidential. From and after approval of the settlement, Plaintiff and Plaintiff's counsel may comment regarding the specific terms of the settlement only: (1) as required by law or (2) as required under the terms of the settlement. In all other cases, Plaintiff and Plaintiff's counsel agree to limit their statements regarding the terms of the settlement, whether oral, written or electronic (including the world wide web), to say the Action has been resolved and that Plaintiff and Plaintiff's counsel are satisfied with the settlement terms. Nothing in this Paragraph is intended to interfere with the Plaintiff's counsel's duties and obligations to faithfully discharge their duties to PAGA Settlement Members, including but not limited to, communicating with the PAGA Settlement Members regarding the settlement.

8.5. Further Acts and Cooperation Between the Parties. The Parties shall cooperate and use their best efforts to obtain the Court's approval of this Agreement and its terms. Each of the Parties, upon the request of another, agrees to perform such further acts and to execute and deliver such other documents as are reasonably necessary to carry out the provisions of this Agreement.

8.6. Continuing Jurisdiction. The Court granting approval of the settlement shall retain jurisdiction over the implementation of this Agreement as well as any and all matters arising out of, or related to, the implementation of this Agreement and of the settlement contemplated thereby.

8.7. Governing Law and Enforcement Actions. All terms of this Agreement shall be governed by and interpreted according to the laws of the State of California. If 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 Agreement, or to declare rights or obligations under this Agreement, the prevailing Party or Parties shall be entitled to recover from the non-prevailing Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

8.8. Binding Agreement. The Parties warrant that they understand hand have full authority to enter into this Agreement, and further intend that this Agreement 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, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

8.9. Binding on Successors and Assigns. This Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

8.10. Execution and Counterparts. This Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including facsimile, electronic and scanned copies of the signature page, will be deemed to be one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

PLAINTIFF

Dated: July 20, 2026

Signed by:
Alfred Appiah
868E5D7AC8524D6...
____
h

COUNSEL FOR PLAINTIFF

Dated: July 20, 2026

____
Simon L. Yang
DIVERSITY LAW GROUP, P.C.

DEFENDANT

Dated: July 27, 2026

Abram Barth
____
Abram Barth, General Counsel,
on behalf of Grail, Inc.

COUNSEL FOR DEFENDANT

Dated: July 27, 2026

____
Gregory G. Iskander
Ronak Patel
Nathaniel H. Jenkjns
LITTLER MENDELSON, P.C.

EXHIBIT 2

Invoice

Diversity Law Group

515 South Figueroa Street, Suite 1250, Los Angeles, California, 90071

lwlee@diversitylaw.com

Invoice #: 10523

Invoice Date: 07/20/2026

Terms: Upon Receipt

Due Date: 07/20/2026

PO #:

Invoice Total: $15,378.02

Payment Applied: $0.00

Total Due: $15,378.02

Summary - Appiah, Alfred v. GRAIL, Inc. - PAGA (01113.002)

Type	Description	Amount ($)
Expenses		15378.02

Subtotal:	$15,378.02
Discount:	$0.00
Subtotal after Discount:	$15,378.02
Taxable Subtotal:	$15,378.02
Tax:	$0.00
Total:	$15,378.02

Details - Appiah, Alfred v. GRAIL, Inc. - PAGA (01113.002)

Expenses

Date	Category	Expense Code	Description	Amount ($)
03/24/2025	Court Fees		LWDA - PAGA Letter	75.00
03/24/2025	Court Fees		ACE E Filing - Complaint	1493.30

DIVERSITY LAW GROUP

Invoice

Invoice #: 10523

Invoice Date: 07/20/2026

Terms: Upon Receipt

Due Date: 07/20/2026

PO #:

Invoice Total: $15,378.02

Payment Applied: $0.00

Total Due: $15,378.02

Diversity Law Group

515 South Figueroa Street, Suite 1250, Los Angeles, California, 90071

lwlee@diversitylaw.com

			(Filing ID 11850493)	
03/31/2025	Attorney Service		ACE - Complaint Service	101.86
03/31/2025	Photocopies		Photocopies	1.50
03/31/2025	Postage and delivery		Postage	10.33
04/02/2025	Court Fees		ACE E Filing - POS of Summons (Filing ID 11905249)	15.25
04/16/2025	Court Fees		ACE EFiling - Notice of Complex Determination (Filing ID 11984476)	15.25
04/21/2025	Court Fees		ACE EFiling - Notice of Cont of CMC (Filing ID 12011034)	15.25
04/30/2025	Photocopies		Photocopies	3.00
04/30/2025	Postage and delivery		Postage	1.38
05/29/2025	Court Fees		ACE EFiling - Complaint (Filing ID 12242808)	1493.30
06/23/2025	Attorney Service		ACE - Complaint Service	101.86
06/26/2025	Court Fees		ACE EFiling - POS of Summons (Filing ID 12406818)	15.25
07/07/2025	Court Fees		ACE EFiling - Notice of CMC (Filing ID 12455627)	15.25
07/31/2025	Photocopies		Photocopies	1.50
07/31/2025	Postage and delivery		Postage	0.97
08/13/2025	Court Fees		JAMS - Demand for Arbitration	411.96
08/31/2025	Postage and delivery		Postage	5.44
01/14/2026	Legal Research		Eve - Legal Research	350.00
02/25/2026	E121 Arbitrators/mediators		JAMS Mediation	10500.00

Invoice

DIVERSITY LAW GROUP

Diversity Law Group

515 South Figueroa Street, Suite 1250, Los Angeles, California, 90071

lwlee@diversitylaw.com

Invoice #: 10523

Invoice Date: 07/20/2026

Terms: Upon Receipt

Due Date: 07/20/2026

PO #:

Invoice Total: $15,378.02

Payment Applied: $0.00

Total Due: $15,378.02

02/28/2026	Postage and delivery		Postage	0.37
03/20/2026	E119 Experts		Wage and Hour Consulting	750.00
			Subtotal:	$15,378.02
			Total:	$15,378.02

EXHIBIT 3

Time and Task Summary
for Appiah v. Grail, Inc.
Simon L. Yang

Description of Work	Hours
Review Plaintiff's wage statements and other documents	1.2
Review LWDA notice and related documents	0.4
Draft and revise complaint; confer with co-counsel on litigation strategy	2.4
Review court's notice of assignment, case management orders	0.3
Prepare and respond to various case management correspondences regarding arbitration agreement with defendant, co-counsel, and plaintiff	2.6
Draft demand for arbitration	1.2
Review arbitrators and rank/strike same	0.8
Review defendant's informal production of documents and information for mediation	3.2
Draft and revise mediation brief	6.2
Prepare for and attend mediation	6.6
Draft supplemental LWDA notice	0.4
Draft and revise settlement documents, including joint stipulation of PAGA settlement, and review administration bids	8.2
Draft and revise approval documents, including motion, declarations, and proposed order	7.1
TOTAL	**40.6**

EXHIBIT 4

ALFRED APPIAH
c/o DIVERSITY LAW GROUP, P.C.
515. S. Figueroa St., Suite 1250
LOS ANGELES, CALIFORNIA 90071
TELEPHONE (213) 488-6555
FACSIMILE (213) 488-6554

March 21, 2025

VIA ON-LINE FILING WITH LWDA AND CERTIFIED MAIL, RETURN RECEIPT REQUESTED TO EMPLOYER

California Labor & Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
PAGA@dir.ca.gov

Re: *Appiah v. GRAIL, Inc.*

To Whom It May Concern:

This correspondence shall constitute written notice under Labor Code section 2699.3 of the claims asserted on behalf of myself and all similarly aggrieved employees against my former employer, GRAIL, Inc. (the "Company"). Specifically, I allege that the Company:

1. Violated Labor Code §§ 201-204, 510, 558, 1194, 1197, 1197.1 by not paying proper overtime wages to me and other similarly situated aggrieved employees. Specifically, throughout our employment with the Company, non-exempt employees and I earned non-discretionary remuneration, including but not limited to, shift differentials. As these items are non-discretionary forms of remuneration, they should have been included in the regular rate of pay for purposes of paying me and other employees our overtime wages. However, whenever the Company paid me and other employees our overtime wages during periods in which we earned such non-discretionary remuneration, the overtime wages were not paid at 1.5 time the regular rate of pay but rather were paid at a lower rate of pay. Further as a result of such violations, the Company violated Labor Code §§ 201-203 by not paying employees all of their wages upon separation of employment due to the underpaid wages and Labor Code § 226(a) as the net/gross wages earned and hours worked shown on the wage statements were inaccurate due to the wage violations set forth above.

2. Violated Labor Code §§ 201-203 and 246 by failing to pay me and all similarly situated aggrieved employees sick pay at the regular rate of pay as the Company failed to include non-discretionary remuneration, including, but not limited to, shift differentials, into the regular rate of pay for sick pay wages. Further, as a result of such violations, the Company violated Labor Code § 226 as the wage statements failed to accurately identify the accurate rates of pay and gross/net wages earned.

The address for the Company is:

GRAIL, Inc.
1525 O'Brien Drive
Menlo Park, CA 94025

Please contact my attorneys at the address/telephone number listed above if you have any questions regarding this matter.

Sincerely,

Signed by:
Alfred Appiah
868E5D7AC8524D6...

Alfred Appiah

cc: GRAIL, Inc. (by certified mail)

EXHIBIT 5

ALFRED APPIAH
c/o DIVERSITY LAW GROUP, P.C.
515 S. FIGUEROA STREET, SUITE 1250
LOS ANGELES, CALIFORNIA 90071
TELEPHONE (213) 488-6555
FACSIMILE (213) 488-6554

April 13, 2026

VIA ONLINE FILING WITH LWDA AND CERTIFIED MAIL, RETURN RECEIPT REQUESTED TO EMPLOYER

California Labor & Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612
PAGA@dir.ca.gov

Re: Supplemental Section 2699.3 Notice of Violations in *Appiah v. GRAIL, Inc.,* LWDA Case No. LWDA-CM-1087999-25

To Whom It May Concern:

This is a supplemental notice to the notice of California Labor Code violations dated March 21, 2025, and submitted on March 24, 2025, that GRAIL, Inc. (the "Company"), committed against me and other aggrieved employees. This supplemental notice provides written notice to the Labor Workforce Development Agency of additional details, facts, and theories for the Company's violations of the Labor Code.

In addition to the previously alleged violations of Sections 201-204, 226(a), 246, 510, 558, 1194, 1197 and 1197.1, I allege that the Company:

1. Violated Labor Code §§ 201-204, 226(a), and 226.7 by failing to provide compliant rest periods to me and other employees. The Company violated these provisions by providing untimely, interrupted, or late rest periods or failing to provide rest periods at all. Because the Company failed to provide me and other employees with an additional hour of pay at our regular rates of pay on such occasions, the Company failed to furnish accurate itemized wage statements and also failed to timely pay wages during employment and upon the termination of employment.

2. Violated Labor Code §§ 201-204, 226(a), 226.7, 512, and 558 by failing to provide compliant meal periods to me and other employees. The Company violated these provisions by providing untimely, interrupted, or late meal periods or failing to provide meal periods at all. Moreover, the Company also violated these provisions by rounding or shaving meal period time records. Because the Company failed to provide me and other employees with an additional hour of pay at our regular rates of pay on such occasions, the Company failed to furnish accurate itemized wage statements and also failed to timely pay wages during employment and upon the termination of employment.

The address for Defendants is:

GRAIL, Inc.
1525 O'Brien Drive
Menlo Park, CA 94025

Please let me know if you have any questions regarding this matter.

Sincerely,

Larry W. Lee

cc: GRAIL, Inc. (via electronic mail)

EXHIBIT 6