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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN MATEO

TAMMY HALLORAN and KENNETH ATIENZA, individually, and on behalf of other similarly situated employees,

Plaintiffs,

vs.

GENOMIC HEALTH, INC.; EXACT SCIENCES CORPORATION; and DOES 1 through 25, inclusive,

Defendants.

Case No.: 26-CIV-03130

Assigned for all purposes to the Honorable Mark A. McCannon, Dept. 2

[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

Date:	June 17, 2027
Time:	2:00 p.m.
Dept.:	2
Complaint Filed:	April 22, 2026
Trial Date:	Not Set

[PROPOSED] ORDER

On June 17, 2027 at 2:00 p.m. in Department 2, Courtroom K, of the above-captioned Court located at 1050 Mission Road, South San Francisco, California 94080, Plaintiffs Tammy Halloran and Kenneth Atienza's ("Plaintiffs") Motion for Preliminary Approval of Class Action and PAGA Settlement came on for hearing before the Honorable Mark A. McCannon. Blackstone Law, APC appeared on behalf of Plaintiffs, and Morgan, Lewis & Bockius LLP appeared on behalf of Defendants Genomic Health, Inc. and Exact Sciences Corporation ("Defendants").

The Court, having carefully considered the papers, argument of counsel, and all matters presented to the Court, and good cause appearing, hereby **GRANTS** Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement.

IT IS HEREBY ORDERED THAT:

1. The Court preliminarily approves the Stipulation of Class and PAGA Representative Action Settlement ("Settlement" or "Settlement Agreement") attached as Exhibit 3 to the Declaration of Annabel Blanchard in Support of Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement. This preliminary approval is based on the Court's determination that the Settlement falls within the range of possible approval as fair, adequate, and reasonable.

2. This Order incorporates by reference the definitions in the Settlement Agreement, and all capitalized terms defined therein shall have the same meaning in this Order as set forth in the Settlement Agreement.

3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate, and reasonable. It appears to the Court that sufficient investigation, discovery, analysis, and research have been conducted such that counsel for the Parties are able to reasonably evaluate their respective positions. It further appears to the Court that the Settlement will avoid substantial additional costs to all Parties, as well as the delay and risks that would be presented by further prosecution of the Action. It also appears that the Settlement was reached as the result of serious, informed, non-collusive, arm's-length negotiations, and was entered into in good faith.

4. The Court preliminarily finds that the Settlement, including the allocations for attorneys' fees and costs, Enhancement Awards, the LWDA PAGA Payment, Settlement Administration Costs, Individual Settlement Payments to Participating Class Members, and Individual

PAGA Payments to PAGA Members provided for in the Settlement Agreement, appears to be within the range of reasonableness of a settlement that could ultimately be given final approval by this Court. The Court has reviewed the monetary recovery being made available through the Settlement and preliminarily finds that the monetary settlement awards made available to Participating Class Members and PAGA Members are fair, adequate, and reasonable when balanced against the probable outcome of further litigation relating to certification, manageability, liability, damages, penalties, and appellate risks, and are consistent with the requirements of California Labor Code section § 2699(e)(1).

5. The Court concludes that, for settlement purposes only, the proposed Settlement Class meets the requirements for certification under section 382 of the California Code of Civil Procedure in that: (a) the Settlement Class is ascertainable and so numerous that joinder of all members of the Settlement Class is impracticable; (b) common questions of law and fact predominate, and there is a well-defined community of interest among the members of the Settlement Class with respect to the subject matter of the litigation; (c) Plaintiffs' claims are typical of the claims of the members of the Settlement Class; (d) Plaintiffs will fairly and adequately protect the interests of the members of the Settlement Class; (e) a class action is superior to other available methods for the efficient adjudication of the controversy; and (f) Class Counsel is qualified to act as counsel for Plaintiffs in their individual capacities and as representatives of the Settlement Class.

6. The Court conditionally certifies, for settlement purposes only, the Settlement Class, defined as follows:

> All current and former hourly-paid and/or non-exempt employees who worked for either Genomic Health, Inc. or Exact Sciences Corporation in the State of California during the Class Settlement Period.
>
> (The Class Period is defined as the period from May 14, 2021 through April 20, 2026.)

7. The Court provisionally appoints Jonathan M. Genish, Sage S. Stone, Zach T. Gershman, Annabel Blanchard and Alexandra Rose of Blackstone Law, APC as counsel for the Class ("Class Counsel").

8. The Court provisionally appoints Plaintiffs Tammy Halloran and Kenneth Atienza as the representatives of the Settlement Class ("Class Representatives").

9. The Court provisionally appoints Apex Class Action LLC to handle the administration of the Settlement ("Settlement Administrator").

10. Within fourteen (14) calendar days after Plaintiffs serve Defendants with a signed copy of this Order, Defendants will provide the Settlement Administrator with the Class Data for each Settlement Class Member, including each Settlement Class Member's name, last known mailing address, Social Security number, and number of Eligible Workweeks and Eligible Pay Periods, or data sufficient for the Settlement Administrator to determine Eligible Workweeks and Eligible Pay Periods, in conformity with the Settlement Agreement.

11. The Court approves, both as to form and content, the Notice of Settlement ("Class Notice") attached to the Settlement Agreement as Exhibit 1. The Class Notice shall be provided to Settlement Class Members in the manner set forth in the Settlement Agreement. The Court finds that the Class Notice appears to fully and accurately inform Settlement Class Members of all material elements of the Settlement, their right to be excluded from the class portion of the Settlement by submitting an Opt-Out Request, their right to dispute the Eligible Workweeks and/or Eligible Pay Periods credited to them by submitting a dispute, and each Participating Class Member's right and opportunity to object to the Settlement. The Court further finds that distribution of the Class Notice substantially in the manner and form set forth in the Settlement Agreement and this Order, and all other dates set forth in the Settlement Agreement and this Order, meet the requirements of due process and constitute due and sufficient notice to all persons entitled thereto. The Court further orders the Settlement Administrator to mail the Class Notice in English by First-Class U.S. Mail to all Settlement Class Members within fourteen (14) calendar days of receipt of the Class Data, pursuant to the terms set forth in the Settlement Agreement.

12. The Court hereby preliminarily approves the proposed procedure, set forth in the Settlement Agreement, for seeking exclusion from the class portion of the Settlement. Any Settlement Class Member, except the Class Representatives, may choose to be excluded from the class portion of the Settlement by submitting an Opt-Out Request in conformity with the requirements set forth in the Class Notice to the Settlement Administrator, postmarked on or before the date that is forty-five (45) calendar days from the initial mailing of the Class Notice by the Settlement Administrator to

Settlement Class Members ("Response Deadline"). For any Settlement Class Member whose Class Notice is re-mailed after being returned as undeliverable, the Response Deadline shall be extended by fourteen (14) calendar days. Any person who timely and validly opts out of, and is excluded from, the class portion of the Settlement will not be entitled to receive an Individual Settlement Payment, will not be bound by the Participating Class Member Release, and will not have any right to object to the Settlement. Nevertheless, all PAGA Members will be bound by the PAGA portion of the Settlement and will be issued their Individual PAGA Payments, irrespective of whether they submit an Opt-Out Request. Settlement Class Members who do not submit a timely and valid Opt-Out Request shall become Participating Class Members and shall be bound by the Settlement Agreement and any final judgment based thereon.

13. A Final Approval Hearing shall be held before this Court on _____ at _____ a.m./p.m. in Department 2, Courtroom K, of the San Mateo County Superior Court, located at 1050 Mission Road, South San Francisco, California 94080, to determine all necessary matters concerning the Settlement, including whether: the proposed settlement of the Action on the terms and conditions provided for in the Settlement is fair, adequate, and reasonable and should be finally approved by the Court; judgment should be entered as provided in the Settlement; the allocation and distribution plan contained in the Settlement should be approved as fair, adequate, and reasonable to Participating Class Members and PAGA Members; and the requests for attorneys' fees and costs, Enhancement Awards, Settlement Administration Costs, and the PAGA Payment should be approved.

14. Class Counsel shall file a motion for final approval of the Settlement and for attorneys' fees and costs, Enhancement Awards, Settlement Administration Costs, and approval of the PAGA Payment, along with the appropriate declarations and supporting evidence, including the Settlement Administrator's declaration, by _____, to be heard at the Final Approval Hearing.

15. To object to the Settlement, a Participating Class Member must submit any written objection to the Settlement Administrator on or before the Response Deadline. The written objection should include the case name and number, the Participating Class Member's name and address, the

reason or reasons for the objection, and any documents upon which the objection is based, as set forth in the Class Notice. Participating Class Members, individually or through counsel, may also present objections orally at the Final Approval Hearing, regardless of whether they submitted a written objection.

16. In the event the Settlement does not become effective in accordance with the terms of the Settlement Agreement, is not finally approved, is terminated, is canceled, or fails to become effective for any reason, this Order shall be rendered null and void and vacated, and the Parties shall revert to their respective positions as of immediately before entering into the Settlement Agreement. The fact that the Court certified the Settlement Class for settlement purposes shall not be admissible or have any bearing on whether any class should be certified in a non-settlement context.

17. The Court reserves the right to adjourn or continue the date of the Final Approval Hearing and any dates provided for in the Settlement Agreement without further notice to Settlement Class Members and retains jurisdiction to consider all further applications arising out of or connected with the Settlement.

IT IS SO ORDERED.

Dated: _____

_____
Honorable Mark A. McCannon
Judge of the Superior Court

EXHIBIT 1

Halloran et al. v. Genomic Health, Inc., et al..
San Mateo Superior Court, Case No. 26-CIV-03130

A court has authorized this notice. This is not a solicitation.
This is not a lawsuit against you and you are not being sued.
Your legal rights are affected whether you act or do not act.

NOTICE OF SETTLEMENT

To: Current and former hourly-paid and/or non-exempt employees who worked for either Genomic Health, Inc., or Exact Sciences Corporation in the State of California at any time between May 14, 2021, through and including [April 20, 2026] (the "Settlement Class").

SETTLEMENT CLASS MEMBERS ARE ELIGIBLE TO RECEIVE PAYMENT FROM THE CLASS SETTLEMENT AND MAY ALSO BE ELIGIBLE TO RECEIVE PAYMENT FROM THE PAGA SETTLEMENT DESCRIBED IN THIS NOTICE.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	To receive a settlement payment, you do not need to do anything. Your payment will be mailed to you, automatically, after the Court grants final approval to the settlement. *You must, however, keep a current address on file with the Settlement Administrator to ensure receipt of your check.*
CHANGE CONTACT AND ADDRESS INFORMATION	Update your address with the Administrator to ensure your check is sent to the correct address.
EXCLUDE YOURSELF FROM THE CLASS SETTLEMENT	If you do not want to participate in the class settlement, you may exclude yourself ("opt out") of the class portion of the settlement. If you exclude yourself from the class settlement, then you will not receive any payment from the Net Settlement Amount (defined below). This is the only option that allows you to pursue your own claims (in your own lawsuit) against Defendants about the legal claims in this case. However, if you are a PAGA Member (defined below), you will still receive a portion of the PAGA settlement and will be bound by the release of PAGA claims even if you exclude yourself from the class settlement.
OBJECT IN WRITING OR AT THE HEARING	Write to the Court if you think the settlement is not fair or appear at the Final Approval hearing to speak to the Court about why you think the settlement is not fair.

- **YOUR RIGHTS AND OPTIONS – AND THE DEADLINES TO EXERCISE THEM – ARE EXPLAINED IN THIS NOTICE.**

- **DEFENDANTS WILL NOT RETALIATE IN ANY MANNER AGAINST ANY SETTLEMENT CLASS MEMBER FOR PARTICIPATING OR NOT PARTICIPATING IN THIS SETTLEMENT.**

BACKGROUND ON THE LAWSUIT

1. What is this Class and PAGA Lawsuit and Settlement about?

On May 14, 2025, Plaintiff Kenneth Atienza filed a Class Action Complaint in San Mateo County Superior Court against Defendant Genomic Health, Inc. (the "Atienza Action") alleging claims for (1) failure to pay minimum wages (Labor Code §§ 1194, 1197, and 1197.1); (2) unpaid overtime (Labor Code §§ 510 and 1198); (3) meal break violations (Labor Code §§ 226.7 and 512(a)); (4) rest break violations (Labor Code § 226.7); (5) wages not timely paid during employment (Labor Code §§ 204 and 210); (6) wage statement violations (Labor Code § 226(a)); (7) untimely final wages (Labor Code §§ 201, 202, and 203); (8) failure to reimburse necessary business expenses (Labor Code §§ 2800 and 2802); (9) unlawful post-employment agreements in violation of Labor Code § 925 and Business & Professions Code §§ 16600 *et seq*.; (10) unfair and unlawful business practices (Business & Professions Code §§ 17200 *et seq*.); (11) failure to make proper disclosures in violation of the federal Fair Credit Reporting Act, 15 U.S.C. §§ 1681 *et seq*. ("FCRA"); and (12) failure to make proper disclosures in violation of the Investigative Consumer Reporting Agencies Act ("ICRAA"), Cal. Civ. Code § 1786 *et seq*. On June 20, 2025, Defendants removed the Atienza Action to the United States District Court for the Northern District of California. Following removal, and some motion practice, Plaintiff Atienza alleged three claims for (1) violation of the California Unfair Competition Law ("UCL") based on various violation of the California Labor Code; (2) for violation of the federal Fair Credit Reporting Act ("FCRA"); and (3) violation of the Investigative Consumer Reporting Agencies Act ("ICRAA").

On April 22, 2026, Plaintiff Tammy Halloran and Plaintiff Kenneth Atienza (together, "Plaintiffs") initiated this "Action" by filing a Class Action Complaint in San Mateo County Superior Court against Defendant Genomic Health, Inc. and Defendant Exact Sciences Corporation (collectively, "Defendants"). In the Operative Complaint, Plaintiffs allege causes of action for (1) violation of California Labor Code §§ 1194, 1197, and 1197.1 (failure to pay minimum wages); (2) violation of California Labor Code §§ 510 and 1198 (failure to pay overtime wages); (3) violation of California Labor Code §§ 226.7 and 512(a) (failure to provide compliant meal periods or pay premium compensation in lieu thereof); (4) violation of California Labor Code § 226.7 (failure to provide compliant rest periods or pay premium compensation in lieu thereof; (5) violation of California Labor Code §§ 204 and 210 (failure to pay wages timely during employment); (6) violation of California Labor Code § 226(a) (failure to provide accurate itemized wage statements); (7) violation of California Labor Code §§ 201–203 (failure to pay wages timely upon termination); (8) violation of California Labor Code §§ 2800 and 2802 (failure to reimburse necessary business expenses); (9) violation of California Labor Code §§ 245–249 (failure to pay sick leave); (10) violation of California Labor Code § 227.3 (failure to pay vested vacation time at termination); (11) violation of California Labor Code § 925 and California Business & Professions Code §§ 16600, *et seq.* (unlawful post-employment agreements); (12) violations of California Business & Professions Code §§ 17200, *et seq*.; (13) violation of the Fair Credit Reporting Act, 15 U.S.C. § 1681b(b)(2)(A) ("FCRA"); (14) violation of the California Investigator Consumer Reporting Agencies Act, California Civil Code §§ 1786, *et seq.* ("ICRAA"); and (15) civil penalties pursuant to the California Private Attorneys General Act ("PAGA"), California Labor Code §§ 2698, et seq. Plaintiffs seek to represent certain current and former hourly-paid or non-exempt California employees who worked for either Genomic Health, Inc., or Exact Sciences Corporation in the State of California at any time between May 14, 2021, through and including April 20, 2026.

Defendants deny all allegations in the Action and contend that they have fully complied with federal, state and local wage and hour laws. The settlement is not an admission of any wrongdoing by Defendants or an indication that any law was violated or that this case was suitable for class or representative treatment. Through arms-length negotiations with an experienced wage and hour mediator, the Parties reached a class and PAGA settlement subject to Court approval, which is summarized in this Notice.

2. Why did I get this notice?

You received this Notice because Defendants' records identify you as a Settlement Class Member who worked at some time during the period from May 14, 2021, through and including April 20, 2026 (the "Class Settlement Period"). The settlement will resolve Settlement Class Members' claims, summarized above, during the Class Settlement Period. The Settlement will also resolve claims for civil penalties under the PAGA. You may also be a "PAGA Member" if you worked for Defendants during the period from January 29, 2025, through April 20, 2026 (the "PAGA Settlement Period").

The purpose of this notice is to explain the lawsuit, the pending Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of the case is the San Mateo County Superior Court, and the case is known as *Halloran et al. v. Genomic Health, Inc., et al.*, San Mateo Superior Court Case No. 26-CIV-03130. The Court held a hearing on _____, 2026, and Hon. Mark A. McCannon preliminarily approved this Settlement and directed that you receive this Notice. The Court will hold a Final Approval hearing concerning the Settlement on _____, 2026 at _____, in Department 2, 1050 Mission Road, South San Francisco, CA 94080. The Final Approval Hearing may be continued to another date without further notice.

3. Why is there a settlement?

The Court has not decided in favor of Plaintiffs or Defendants or made any decision as to whether this case could proceed on a class or representative basis. There was no trial. Instead, both sides agreed to a no-fault settlement of the Lawsuit.

4. Who are the Attorneys for the Settlement Class and the PAGA Members?

The Court has appointed Class Counsel to represent the Settlement Class and the PAGA Members in connection with this Settlement:

Sage S. Stone
Zach T. Gershman
Annabel Blanchard
Alexandra Rose
BLACKSTONE LAW, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Telephone: (310) 622-4278
Facsimile: (855) 786-6356
sstone@blackstonepc.com
zgershman@blackstonepc.com
ablanchard@blackstonepc.com
arose@blackstonepc.com

THE TERMS OF THE SETTLEMENT

5. What is the Settlement Amount?

The proposed Settlement provides for a maximum payment of Two Million One Hundred Ninety Thousand Dollars and Zero Cents ($2,190,000.00) (referred to as the "Gross Settlement Amount"). From the Gross Settlement Amount, Class Counsel will apply to the Court for: attorneys' fees of Seven Hundred Sixty-Six Thousand and Five Hundred Dollars and Zero Cents ($766,500.00),) and up to Forty-Five Thousand Dollars ($45,000) in recoverable costs incurred in this Action; Class Representative Enhancement Awards of Ten

Thousand Dollars and Zero Cents ($10,000.00) each to Plaintiffs for their work and efforts prosecuting this case, for undertaking the risks of payment of costs (in the event of an unsuccessful outcome of this Action) and for signing a general release of any claims they may have against Defendants; a One Hundred Ten Thousand Dollars and Zero Cents ($110,000) payment as settlement for claims for civil penalties under PAGA (the "PAGA Payment"), of which 65% will go to the California Labor Workforce Development Agency ("LWDA") and 35% will be divided among the PAGA Members as described below; and Settlement Administration Costs to [Settlement Administrator], estimated at _____ ($_____). The exact amount of the attorneys' fees, litigation costs, Class Representative Enhancement Awards, and Settlement Administration Costs will be determined by the Court at the Final Approval hearing. The remaining portion of the Gross Settlement Amount is the "Net Settlement Amount," which is currently estimated to be approximately (_____) ($_____). The Net Settlement Amount will be apportioned and paid out as Individual Settlement Payments to the Participating Class Members, who are the Settlement Class Members who do not request to be excluded ("opt out") of the settlement**.**

6. How will the Individual Settlement Payments to Participating Class Members be calculated?

Participating Class Members will receive Individual Settlement Payments from the Net Settlement Amount. **Submission of a claim form is not required to become a Participating Class Member.** Settlement Class Members who opt out of the class settlement will not become Participating Class Members and will not receive Individual Settlement Payments and will not be bound by the class portion of this Settlement.

Each Participating Class Member's Individual Settlement Payment will be a pro rata share of the Net Settlement Amount based on the number of workweeks that each Participating Class Member worked for Defendants during the Class Settlement Period (May 14, 2021, through and including April 20, 2026) ("Eligible Workweeks") as a proportion of all Eligible Workweeks for all Participating Class Members.

All Individual Settlement Payments to Participating Class Members shall be allocated as follows for tax purposes: 33% of each Individual Settlement Payment reflects a compromise of claims for alleged unpaid wages; 67% of each Individual Settlement Payment reflects a compromise of claims for alleged interest and penalties. The portion of the Individual Settlement Payment attributable to unpaid wages will be subject to regular and/or applicable payroll and income tax withholdings and will be reported on an IRS Form W-2. Participating Class Members will receive an IRS Form 1099 for the portion of the Individual Settlement Payment attributable to alleged interest and penalties if required by law. Participating Class Members will be responsible for correctly characterizing the Individual Settlement Payment for tax purposes and paying taxes due, if any.

Your total estimated Eligible Workweeks is _____. Based on that, your anticipated approximate Individual Settlement Payment is _____.

7. How will the PAGA Payment be allocated to the LWDA and PAGA Members?

The Parties will ask the Court to approve the One Hundred Ten Thousand Dollars and Zero Cents ($110,000.00) PAGA Payment in settlement of claims for civil penalties under PAGA. As required under PAGA, 65% of the PAGA Payment, or $71,500.00, will be paid to the LWDA. The remaining 35% of the PAGA Payment, or $38,500.00, will be distributed to the PAGA Members as Individual PAGA Payments.

Not all Settlement Class Members are PAGA Members who are entitled to an Individual PAGA Payment. If you are a PAGA Member, you are entitled to receive an Individual PAGA Payment; no claim form is required. Because PAGA Members cannot opt out of the PAGA settlement, if you are a PAGA Member and you opt out of the class settlement, you will still receive an Individual PAGA Payment and be bound by the PAGA settlement.

Each PAGA Member's Individual PAGA Payment will be a pro rata share of the 35% of the PAGA Payment to be distributed to PAGA Members. It will be based on the number of pay periods that each PAGA Member worked for Defendants during the PAGA Period (from January 29, 2025, through April 20, 2026) ("Eligible Pay Periods") as a proportion of all Eligible Pay Periods for all PAGA Members. For tax purposes, 100% of the Individual PAGA Payments will be allocated as penalties for which an IRS Form 1099 will be issued, if required by law.

Your total estimated Eligible Pay Periods is _____. Based on that, your anticipated approximate Individual PAGA Payment is _____.

HOW TO GET A PAYMENT

8. How can I get a settlement payment?

If you do nothing, you will automatically receive your Individual Settlement Payment and Individual PAGA Payment (if any) after the Court approves the Settlement at a Final Approval Hearing. You must notify the Settlement Administrator of any change in your name, mailing address and/or telephone number if the information shown on this is not correct. **It is your responsibility to keep the Settlement Administrator informed of any change in your address. Settlement payments will be mailed to the last known address the Settlement Administrator has on file for you.** You can contact the Settlement Administrator by U.S. Mail, email or phone at _____ if you need to update contact information.

9. What do I do if I believe my Eligible Workweeks or Eligible Pay Periods are incorrect?

If you believe the Eligible Workweeks and Eligible Pay Periods above are not correct, you may send a letter to the Settlement Administrator indicating what you believe to be the correct information. Your letter must be postmarked on or before _____, 2026. [*45 calendar days within mailing of Notice*]. You should include any documents or other information which you believe supports that you worked a different number of Eligible Workweeks or Eligible Pay Periods.

Settlement checks should be cashed promptly upon receipt. Proceeds of checks which remain uncashed after 180 days from the date of issuance will be forwarded to the State of California Unclaimed Property Fund in the name of each Participating Class Member and/or PAGA Member who did not cash his or her settlement check. **If your settlement check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.**

WHAT HAPPENS IF THE COURT APPROVES THE SETTLEMENT

10. What am I giving up to get an Individual Settlement Payment?

If the Court approves this Settlement, and unless you exclude yourself, you will become a Participating Class Member, and that means that you cannot sue, continue to sue, or be a part of any other lawsuit against Defendants concerning the legal claims being resolved in this Settlement. Specifically, you will be giving up or "releasing" the claims described below:

Released Parties: "Released Parties" means Defendant Genomic Health, Inc. and Defendant Exact Sciences Corporation, and all past and present parents, subsidiaries, affiliated or related entities and divisions (including any companies, corporations, partnerships, alter egos, joint venturers, and actual or alleged joint employers), and each of their respective past, present and future agents, employees, servants, officers, directors, partners,

members, trustees, fiduciaries, representatives, investors, shareholders, stockholders, attorneys, insurers, consultants, benefit plans and plan administrators and equity sponsors (defined as a company/corporation and/or partnership that is, directly or indirectly, under common control with Genomic Health, Inc., or Exact Sciences Corporation or any of its or their parents and/or affiliates) and all of their respective assigns, predecessors, and successors.

Released Class Claims: As of the Effective Date and full funding of the Gross Settlement Amount, all Participating Class Members fully and finally release the Released Parties from the Released Class Claims that arose during the Class Settlement Period. The "Released Class Claims" means all federal, state and local law claims, rights, demands, liabilities, and causes of action that were alleged, or reasonably could have been alleged based on the factual allegations contained in the Operative Complaint in the Action and ascertained in the course of the Action, that arose or accrued during the Class Settlement Period, including causes of action for (1) failure to pay minimum wage; (2) failure to pay overtime wage; (3) meal period violations and failure to pay meal period premiums; (4) rest break violations and failure to pay rest break premiums; (5) failure to timely pay wages during employment; (6) failure to provide accurate wage statements; (7) waiting time penalties; (8) failure to pay accrued vacation pay at termination; (9) violations of the California sick leave statute; (10) failure to indemnify reasonable and necessary business expenses; (11) violation of the California Business and Professions Code regarding non-compete agreements; (12) violation of the California unfair competition law ("UCL") based on the Labor Code violations alleged; (13) failure to provide disclosures as required by the Fair Credit Reporting Act (the "FCRA"); (14) failure to obtain lawful authorization for a background check as required by the FCRA; (15) failure to provide adequate disclosures as required by the California Investigative Consumer Reporting Agencies Act (the "ICRAA"); and all claims for interest, penalties, attorneys' fees, costs and any other monetary relief based upon the claims described above.

11. What PAGA Claims are released by this Settlement?

If the Court approves this Settlement, the PAGA Members will no longer have grounds to bring an action or participate in an action against Defendants concerning the PAGA claims resolved by this lawsuit based on the following release.

Released PAGA Claims: As of the date of the Effective Date and full funding of the Gross Settlement Amount, Plaintiff Halloran, as representative of the State of California and on behalf of the LWDA and as representative of the PAGA Members, fully and finally releases the Released Parties from the Released PAGA Claims that arose during the PAGA Settlement Period. The "Released PAGA Claims" means all claims for PAGA penalties that were alleged, or reasonably could have been alleged based on the factual allegations contained in Plaintiff Halloran's LWDA letter, and any amendments thereto, and ascertained in the course of the Action, and all claims raised during the Parties' mediation, that arose or accrued during the PAGA Settlement Period, including but not limited to claims for violations of the California Labor Code for (1) failure to pay minimum wage; (2) failure to pay overtime wage; (3) meal period violations; (4) rest break violations; (5) failure to indemnify reasonable and necessary business expenses; (6) failure to provide accurate wage statements; (7) waiting time penalties; (8) sick leave violations; (9) failure to pay accrued vacation pay at termination; and (10) violations of or claims for civil penalties under California Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 245, 246, 510, 512, 558, 925, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 1199, 2800, 2802, and 2699 *et seq*.

EXCLUDING YOURSELF FROM THE CLASS SETTLEMENT

12. How do I exclude myself ("opt out") of the class settlement?

If you wish to pursue your own separate lawsuit against any of the Released Parties for the claims asserted in the Action on behalf of the Settlement Class, or if you otherwise wish not to participate in the class settlement for whatever reason, you should exclude yourself from the class settlement (that is, "opt out" of the class

portion of the Settlement). However, you cannot opt out of the PAGA portion of the settlement. Those who opt out of this Settlement and who are also PAGA Members will still be bound by the release of PAGA in this Settlement and will receive an Individual PAGA Payment.

To opt out of the class portion of the Settlement and the Released Class Claims, you must provide a signed and dated letter to the Settlement Administrator requesting to be excluded. The letter must include the case name and number, your name, address, and last four of your social security number, must be signed by you, and must reasonably communicate your election to be excluded from the class Settlement. The letter must be postmarked and mailed to the Settlement Administrator at the following address (or in the enclosed envelope) on or before _____, 2026. [*45 calendar days within mailing of Notice*] Opt-out requests postmarked after the deadline will be invalid.

[Insert Settlement Admin address, phone, email contact information]

13. If I don't exclude myself from the class settlement, can I sue Defendants for the same thing?

No. Unless you exclude yourself, you give up any right to sue the Released Parties for the Released Class Claims. If you have a claim or lawsuit already filed against Defendants or any of the Released Parties, you should speak to your lawyer in that case immediately.

You cannot exclude yourself from the PAGA portion of the Settlement and you cannot sue the Released Parties for the Released PAGA Claims later if this Settlement is approved.

OBJECTING TO THE SETTLEMENT

14. How do I tell the Court that I do not agree with the Settlement or believe it is not fair?

You can ask the Court to deny approval by filing an objection. You can't ask the Court to order a different settlement; the Court can only approve or reject the settlement. If the Court denies approval, no settlement payments will be sent out, and the lawsuit will continue. If that is what you want to happen, you should object. Even if you object, if the Court approves the Settlement, then you will still receive the Individual Settlement Payments and be bound by the releases in this Settlement unless you opt-out of the Class Settlement. You can either object to the Settlement remotely at the Final Approval Hearing, or you can submit a written objection.

If you submit a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney. All written objections and supporting papers must (a) clearly identify the case name and number (*Halloran et al. v. Genomic Health, Inc., et al.*, San Mateo Superior Court Case No. 26-CIV-03130), (b) be mailed to the Settlement administrator at _____, and (c) be postmarked on or before [*45 calendar days within mailing of Notice*]." The written objection should also describe all legal and factual reasons that you object to the terms of the settlement. You should also include or attach any documents upon which your objection is based.

THE FINAL APPROVAL HEARING WITH THE COURT

15. When and where will the Court decide whether to grant final approval to the settlement?

The Court will hold a Final Approval hearing concerning the Settlement on _____, 2026 at _____, in Department 2, 1050 Mission Road, South San Francisco, CA 94080. You may also attend or appear remotely:

To join by Zoom link: https://sanmateocourt.zoomgov.com/j/1601354419?pwd=QnczRGxKYU9abzFkenB2eFZmU3l3dz09#success
To join by phone: (669) 254-5252 / ID: 1601354419 / Password: 845111

At this hearing the Court will determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve Class Counsel's request for attorneys' fees and costs, the Class Representatives' Enhancement Awards, and the Settlement Administrator's fees and expenses.

The Court may reschedule the Final Approval hearing without further notice to Settlement Class Members. You should check the San Mateo County Superior Court website (https://sanmateo.courts.ca.gov/) or you can contact Class Counsel to verify the date and time of the Final Approval hearing.

16. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Judge may have. But you are welcome to come at your own expense. If you timely submit a written objection, you don't have to come to Court to talk about it. You may also hire and pay your own lawyer to attend if you so desire.

GETTING MORE INFORMATION

17. Whom may I contact if I have questions about the settlement?

You may contact Class Counsel at the contact information listed above in Paragraph 4 if you have any questions about the Settlement. You may also contact the court-appointed Settlement Administrator, _____ by calling toll free 1-800_____, or you can write to [Settlement Administrator Address].

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you are referred to the detailed Settlement Agreement, which is on file with the Clerk of the Court. The pleadings and other records in this litigation, including the Settlement Agreement, may be examined (a) online on the Superior Court of California, County of San Mateo's Online Services Website at https://sanmateo.courts.ca.gov/online-services, or (b) in person at Hall of Justice & Records, Superior Court of California, County of San Mateo, 400 County Center, 1st Floor, Room A, Redwood City, California 94063 between the hours of 8:30 a.m. and 1:00 p.m., Monday through Friday, excluding Court holidays and closures, or you may contact Class Counsel or the Settlement Administrator.

PLEASE DO NOT TELEPHONE THE COURT OR DEFENDANTS' COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS